COLLEGE STATION ISD

PURCHASING

USER HANDBOOK

and

POLICY & PROCEDURE MANUAL

revised 09/2022

PURCHASING USER HANDBOOK and POLICIES AND PROCEDURES
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COLLEGE STATION ISD PURCHASING DEPARTMENT

9304 Rock Prairie Road, College Station, TX 77845
Purchasing Phone: 764-5408 Warehouse Phone: 764-5541

Carmella Shafer, RTSBA, Director of Purchasing — Email: cshafer@csisd.org

Jennifer Byroad, Purchasing Specialist — Email: jbyroad@csisd.org

Jennifer Hairell, RTSBA, Buyer/Textbook Specialist — Email: jenniferhairell@csisd.org

Danielle Cellini, Purchasing Specialist — Email: dcellini@csisd.org

Jarius San Angelo, Warehouse Supervisor — Email: jsanangelo@csisd.org

Chris Lightsey, Lead Courier — Email: purchasing@csisd.org

John Ybarra, Courier

Philip Zeig, Courier

Robert Ford, Part-Time Courier

Robert Taylor, Part-Time Courier

Purchasing:

- Establish annual bids for commonly used commodities
- Coordinate participation in established purchasing cooperatives and state contracts
- Solicit quotes or bids for purchases with an aggregate total of $10,000 or more

Warehouse/Central Receiving

- Receive and deliver all incoming freight
- Stock commonly used items (paper, pens, folders, etc.)
- Move furniture and other equipment from campus to campus or to the warehouse
- Pick up and deliver bank deposits for schools
- Pick up and deliver mail
- Pull and deliver weekly food orders to cafeterias
- Pick up and deliver cafeteria bags for schools

Instructional Materials

- Order, distribute, collect, and inventory instructional materials for district

Surplus Property

- Collect, store, sell and dispose of surplus property for district

Records Retention

- Oversee records storage and destruction

Recycling

- Oversee district recycling of paper products

COMPETITIVE

PROCUREMENT

GUIDELINES

Competitive Procurement Guidelines

Micro-Purchase: $1-$49,999: Quotations from multiple vendors are not required but encouraged to obtain the best value or use of district-approved annual bid, cooperative, inter-local agreement, or state contract. To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers. (2 CFR part 200 200.320)

> Please note all federal purchases will be aggregated by fiscal year by Commodity Code/Like Type Item. When the total purchases by Commodity Code/Like Type Item reach $50,000 the purchase is considered a Competitive Bid/Small Purchase and **2 quotes are required if using federal funds**. The district defines the Commodity Codes/Like Type Items, but a single PO or single vendor purchase cannot be considered an item. (TEA-TAA-11.29.18)

Competitive Bid/Small Purchase: $50,000+: Formal competitive procurement method shall be used, or use of current district approved annual bid, purchasing cooperative, interlocal agreement, or state contract. Two quotes are recommended. If using federal funds 2 quotes are required once the Commodity Code/Like Type Item reaches $50,000. One of the following competitive procurement methods that provide the best value for the district shall be used and coordinated by the Director of Purchasing.

- Competitive Bidding
- Competitive Sealed Proposals
- Request for Proposal
- Interlocal Agreement
- Purchasing Cooperative
- State Contract

Competitive Bids or Proposals for purchases over $50,000 in the aggregate for each 12-month period must be advertised once a week for at least two weeks in the local newspaper prior to the bid opening. Bid opening must be at least two weeks from the date of the ~~second~~ publication.

Individual purchases of $50,000 or more must be approved by the Board of Trustees.

Simplified Acquisition Threshold: $250,000+: Purchases with federal funds require the Purchasing Department to perform an Independent Estimate Determination prior to advertising for bids or proposals and a Cost and Price Analysis prior to awarding or entering into a contract. In determining costs, do not use the cost plus a percentage of cost and percentage of construction cost methods of contracting. All costs subject to this analysis must be allowable under the grant program. The contractor's profit must be negotiated as a separate element of the total price.

Exceptions to Competitive Procurement Requirements:

- Approved Sole Source Purchase by the district (local funds) or TEA (federal funds). The Purchasing Department will make the initial determination if a product is or is not a sole source. If it is determined to be a sole source purchase and federal funds are being used a TEA sole source request will be submitted to TEA by the Grant Manager.
- Professional Services approved per state or federal statutes.
- Emergency resulting from an unforeseen catastrophe that would substantially prevent or impair the conduct of classes or school activities. Requires board action prior to use as a sole source or exemption from using competitive procurement.

As stated in the TEC, §44.031(b), in awarding a contract, a district shall consider: • purchase price • the reputation of the vendor and of the vendor's goods or services • the quality of the vendor's goods or services • the extent to which the goods or services meet the

district's needs • the vendor's past relationship with the district • the impact on the ability of the district to comply with laws relating to historically underutilized businesses • the total long-term cost to the district to acquire the goods or services • for a contract that is not for goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, if the vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state • any other relevant factor specifically listed in the request for bids or proposals. The Definition of Best Value Best value can be better defined to make an award of a procurement other than solely based on price alone. Though price may be considered a high-level concern to the district due to budgetary constraints, other factors may include the reputation of the vendor (e.g., references), the experience with the vendor in previous contracts with the district, the ability of the vendor to meet the needs of the district, or any other criteria the district may determine to be in its best interest. To determine which criteria should be considered the most important, weights or points can be assigned to each criterion based on how important it is. Here is an example of how points could be broken down. Each solicitation is unique so modifications will be made to the criteria used and the points assigned to each. The use of 100 points is a good standard to follow. However, any point structure will work. Weighted pricing will be used to determine how price points are assigned. The formula to calculate price points is: (Lowest Responsive Bid / Vendor's Bid Price) x Assigned Points = Vendor's Points for Price. Each competitive procurement includes the evaluation criteria with assigned points/weights. To select the offeror that offers the best value for the district based on the published selection criteria and its ranking evaluation. In determining the best value for the district, we are not restricted to considering price alone but may consider any other factors stated in the selection criteria. First attempt to negotiate a contract with the selected offeror. May discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If unable to negotiate a satisfactory contract with the selected offeror, the district should end negotiations with that offeror, formally and in writing, and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

Opening Bids: Bid opening date, time, and location is in every request for competitive procurement. Publicly open, and read aloud the names of the offerors, and all prices stated in each proposal, if any are required to be stated. Evaluate and rank each proposal submitted in relation to the published selection criteria no later than the 45th day after the date on which the proposals are opened.

The district uses an electronic bidding software for the preparation, submission, and evaluation of competitive procurements. The system keeps bids sealed until the closing date and time for the bid. Purchasing staff unseal the bids and download the supplier responses.

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PURCHASING,

RECEIVING,

AND

PAYMENT PROCESS & FLOWCHART

PURCHASING AND RECEIVING PROCEDURES

Purchasing:

1. One designated person per department or school should be responsible for the entering of requisitions. Requisitions should include an adequate description (manufacturer, part number, size, etc.) of the materials being purchased.

   Requisitions must reference the applicable bid, purchasing cooperative or quote number from which the prices were obtained. The bid number should be entered in the comments section of the requisition. A quote number will be entered in the notes section. It is highly recommended that each purchased line item be entered in eFinance Plus rather than using an attached list. This assures that all items are properly received and paid for.

2. The principal or department head or their designee should be responsible for approving each requisition. Each requisition should be checked to make sure proper rules were followed and awarded vendors were chosen. When written quotations are required, they should be attached to the requisition in eFinance Plus and a copy filed or saved in a central location at the school or department.

3. Approved requisitions will be converted to Purchase Orders within 24 hours for review and signature. Approved purchase orders will be signed and faxed or emailed to the vendor based on notes entered in the requisition. Copies of the purchase order will then be distributed to the originator.

4. Many vendors have been awarded multiple bids/contracts by multiple purchasing cooperatives, so we recommend requesting quotes from multiple vendors and ask that they give the best pricing available and note which purchasing cooperative bid the pricing is based on.

With our vendor list continuing to grow it is important that we utilize vendors, whenever possible that have been awarded bids or who participate in the district approved annual bids, purchasing cooperatives or Inter local agreements. This will assure competitive prices and more efficient receiving and payment procedures. If you have a question about which vendors are awarded/approved, please visit the Purchasing Department web page or call or email the Purchasing Department. An approved vendor must have been awarded a bid by the district, purchasing cooperative, state contract or inter local agreement that has not expired.

Receiving:

1. Some shipments from local vendors are delivered directly to the school or department. It is the responsibility of the school or department to verify receipt and forward the signed and dated green receiving copy of the purchase order to the Business Office.

2. All shipments from out of town vendors will be received at Central Receiving and re-delivered to the appropriate campus or department. Each school or department is responsible for opening boxes and confirming that shipments are received in full.

3. For out of town orders it is the responsibility of each school or department to verify receipt and forward the signed and dated green receiving copy of the purchase order to the Business Office. This notification must be made within three (3) days of receipt of goods. One person at each school should be responsible for this task. If a shortage or incorrect merchandise is discovered the school or department should contact the vendor immediately to have the problem corrected.

4. Partial Shipments are when an order is received but **Not** complete - (**Partial)**
   - Verify which items were received.
   - Make note by **the items that were NOT received** on the purchase order as:
   - Back order
   - Contact vendor to get an expected delivery date on backordered items.
   - Have the items been canceled?
   - Were items damaged?
   - Were items returned?
   - Make a copy of the Green purchase order on white paper and write **PARTIAL**
   - Date the items received and sign the white partial
   - Attach all receiving documents, Packing Slips, Invoices, Receipts to the **PARTIAL** purchase order copy
   - Send the Partial purchase order and attachments to the business office.
5. Running PO's
   - Write on the front, left hand side, of the **YELLOW** copy of the purchase order the
     - Date
     - Invoice number
     - Description of items purchased
     - Invoice amount
     - Balance of purchase order
     - Make a copy of the green on **white** paper
     - Sign and date the day received
     - Write **PARTIAL** on the white copy
   - Attach invoice or receipt to the white copy of the purchase order
   - Send to Business Office for processing
   - IMPORTANT: Additional funds cannot be added to a running purchase order.
     Running purchase orders will be closed when all funds on the PO are spent.
     When green purchase orders are received in the business office the purchase order is closed and remaining balance(s) are returned to the budget unit on the purchase order.

Payment:

The Prompt Payment Statute (Local Government Code 2251) requires school districts to pay for goods and services within 31 days of invoice date or the vendor is entitled to be paid interest on the overdue amount. This statute, effective September 1993, is now common knowledge among vendors who are aware of their right to be paid in a timely manner. One invoice in past due status can put an entire district on hold and suspend shipments from a vendor. CSISD depends on vendors to furnish products and services in a timely manner. It is our responsibility to pay these vendors in a timely manner.

CSISD Procurement & Payment Process

Need identified and submitted to contact person at campus or department responsible for entering requisition in eFinance

Bids or Quote(s) obtained per CSISD Purchasing Guidelines and/or use of an awarded vendor

Campus contact verifies funds and enters requisition with correct budget/account code per TEA guidelines with approval from Principal or Director

Purchasing Specialist reviews requisition and converts requisition to purchase order and prints

Purchasing Specialist reviews purchase order for bid or contract references, pricing and description

Purchasing Director signs purchase orders $500 and over, Purchasing Specialist signs all PO's under $500. Purchasing Specialist distributes to vendor, receiving department and originator

Item received in Central Receiving and delivered to campus or department

Department/Campus signs green receiving copy of PO, attaches packing slip, and forwards to Accounts Payable Analyst for payment of invoice

AWARDED

VENDORS

The current awarded vendor list is located on Google Drive: See tabs at the bottom for district awarded bids, and purchasing cooperative bids. Awarded Vendors and Contracts List

College Station I.S.D.

Purchasing Cooperatives

Current awarded vendor list is located on Google Drive: Awarded Vendors and Contracts List -
https://docs.google.com/spreadsheets/d/1jbC3gf3GmvMfUwonL0cCIWkj5L27Vp2_t-pTFj7IT2s/edit?usp=sharing

1. Education Service Center Region 6 Purchasing Cooperative (EPIC6)
Contact: Matthew Reddoch - mreddoch@esc6.net
Website: http://epic6.net/
Contract Reference Example: EPIC6 RFP#11.16
Commodities: Instructional, Office, Technology, Library Books, Awards, Musical, Special Education, Athletics, Maintenance

2. Choice Partners (Harris County Department of Education (HCDE) Cooperative)
Contact: Arlita Kyles
Website: www.choicepartners.org/vendors
Contract Reference Example: CP#17/021KC
Commodities: Art Supplies, Audio Visual, Classroom Teaching Materials, Custodial Supplies, Data Processing Supplies, Furniture, Fine Papers, Food Service Supplies, Projection Bulbs

3. Texas Local Government and Statewide Purchasing Cooperative (TASB Buyboard)
Contact: Ken Farmer
Website: www.buyboard.com
Contract Reference Example: Buyboard#291-08
Commodities: Athletic, P.E., AV, Building Maintenance, Technology, Medical, Floor Covering, Food Services, Furniture, Grounds Maintenance, Instructional, Library Books, Modular Buildings, Musical Instruments, Office Supplies, Parks and Recreation, Public Safety, Transportation

4. Education Service Center Region 4 The Cooperative Purchasing Network (Omnia Partners)
Contact: Derek Anderson
Website: www.omniapartners.com
Contract Reference Example: TCPN # R141608
Commodities: Technology, Computer Components and Peripheral Software, Office Supplies, School Supplies, Furniture, AV, Paper Products, Food Service, MRO, Security Screens, Temporary Labor

5. Texas Comptroller of Public Accounts
Website: http://www.window.state.tx.us
Contract Reference Example: STMP
Commodities: All items on State of Texas State Contract except Technology

6. Department of Information Resources (DIR)
DIR Website: http://www.dir.state.tx.us/
Contract Reference Example: DIR-SDD-890
Commodities: Technology

7. Houston-Galveston Area Cooperative (HGAC)
Contact: Loleta Chappel
Website: www.hgacbuy.com
Contract Reference Example: HGAC #BS08-07
Commodities: School Buses, Cars and Light Trucks, Communications, Maintenance, Emergency, Energy

8. Purchasing Solutions Alliance (PSA)
Contact: Susan Lightfoot
Website: http://www.psabuy.org/
Contract Reference Example: PSA#17-204
Commodities: Office Supplies, Computer Supplies, Printing Services, Auto Parts, Custodial, MRO

9. Education Service Center Region 19 Purchasing Cooperative
Contact: Becky Hernandez
Website: www.esc19.net/purchasing/
Contract Reference example: Region 19 #18-7295
Commodities: Microsoft Software, Classroom, Instructional, Office, Maintenance, Athletic, Automotive

10. U.S. Communities- Omnia Partners
Website: https://www.omniapartners.com/publicsector/contracts
Contract Reference Example: US Comm #R-TC-17006
Commodities: Facilities, Technology, Recreation and Athletics, Office and Classroom solutions

11. School Purchasing Alliance (SPA)
Contact: Donna Davis
Website: http://www.schoolpurchasingalliance.org
Contract Reference Example: SPA #2016-04 Bread
Commodities: Food

12. Education Service Center Region 8 The Interlocal Purchasing System (TIPS/TAPS)
Contact: Karen Walton
Website: https://www.tips-usa.com/vlist.cfm
Contract Reference example: TIPS #170302
Commodities: Instructional, Classroom, Office, Safety Equipment and Supplies. Maintenance Supplies, Technology, Food Service Supplies and Equipment

13. Education Service Center Region 20 Purchasing Cooperative - PACE
Contact: Jim Metzger
Website: https://programs.esc20.net/page/pace.home
Contract Reference Example: PACE #P00151
Commodities: Art, Custodial, Classroom, Athletics, Maintenance, Technology, Food Service, Equipment, Instructional, Office and Paper supplies

14. Education Service Center Region 20 Purchasing Cooperative-2013 Cooperative (Instructional)
Contact: Michael Garcia
Website: https://www.esc20.net/page/bhrs_PurchasingCoop.Home
Contract Reference Example: Region 20 #7030
Commodities: Instructional

15. National Cooperative Purchasing Alliance (NCPA)
Contact: Jonathan Applegate
Website: www.ncpa.us
Contract Reference example: NCPA #01-65
Commodities: Technology, Cloud, Office & School, Facilities, Construction, Athletics, Playground, Transportation, Medical, Security, Food Equipment, Environmental

16. 1Government Procurement Alliance (1GPA)
Contact: Nancy Mowry
Website: www.1gpa.org
Contract Reference Example: 1GPA #18-06DP-24
Commodities: Instructional, Online learning, Science, Technology, Automotive, Furniture, Playground, Grounds, Janitorial, Transportation, etc.

17. Purchasing Cooperative of America (PCA)
Contact: Elaine Nichols
Website: www.pcamerica.org
Contract Reference Example: PCA #3-189-18
Commodities: Office supplies, Books & Educational Materials, Technology, Art supplies, Athletics, Audio Visual, Insurance, Procurement Services, Uniforms, Playground equipment, Law Enforcement, Etc.

18. Central Texas Purchasing Alliance
Contact: Round Rock ISD

19. Sourcewell Cooperative

20. Region 2 ESC Purchasing Cooperative, Good buy
Contact: Sherri Fitzpatrick
Website: **https://goodbuy.esc2.net/**
Contract Reference Example: GOODBUY 20-21 6A000

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PURCHASE REQUISITIONS/

PURCHASE ORDERS

WHAT TO INCLUDE

Completing a Purchase Requisition

- **Location:** Your department/campus
- **Required:** Date you want/need to receive the goods/services from the vendor
- **Vendor:** enter vendor # or find by clicking on magnifying glass. Not all vendors in eFinance are currently awarded vendors, but since they have prior activity they cannot be deleted. See Google drive Awarded Vendors and Contracts list for current list of awarded vendors.
- **Add Attachment?:** check this box to remind you to attach the quote and any other backup paperwork when you save your requisition.
- **Freight:** If something is being installed at your campus then enter Inside Delivery. If not, then leave blank.
- **Comments:** Bid Reference/contract #, Three Quotes, Sole Source, etc. (ex. RFP# 19-002) – (not the place to enter instructions or quote numbers - these will be entered in Notes)
- **Buyer:** Person entering the PO requisition (be consistent, so you can search for them later by this field)
- **Attention to:** Department or Campus/Buyer/Recipient
- **Ship To:** 923 Central Receiving. Unless you are having something installed by a vendor, all purchases should be sent to the warehouse
- **Notes:** Quote #/Online Order Number, notes to Vendor, Purchasing, or Business Office Staff. Enter 2 times after to leave a space between notes and line items for ease of reading.
- **Description:** include a clear description of item and part number if available.
- **Unit of Measure:** Enter appropriate UOM. Examples: each(EA), box(BX), dozen(DZ), pack(PK), package(PKG), set, kit,etc.
- **Quantity:** Enter the number of items based on the unit of measure
- **Unit Price:** Price based on the unit price not the total for this item
- **Shipping/Handling Charges:** If known enter these charges as a separate line item.

Check that each line item price and total price matches your quote.

COMMON OMMISSIONS FROM PURCHASE REQUISITIONS

- No bid, cooperative or contract referenced in comments field
- Inadequate description of items being purchased. Should include description as well as part number
- “See attached quote” entered instead of each individual item
- Notes: Missing quote number
- No quote(s) attached
- Quote is expired
- No delivery date entered
- No Freight/shipping cost entered (if known)
- Notes missing - telling purchasing to fax or email PO to ???

DATE: 11/17/17

PAGE: 1

PURCHASE ORDER NO. 18004082

IMPORTANT: Purchase order number must appear on all invoices, packages, and other correspondence.
No C.O.D. shipments will be accepted.
All Purchase Orders must be boxed separately.

SEND INVOICE IN DUPLICATE TO:
College Station ISD
Business Office
1812 Welsh Avenue
College Station, TX 77840-4800
(979) 764-5407 Order/Invoice
(979) 764-5408 Delivery

VENDOR
14700 FAX: 323-582-3434
LIBERTY PAPER
DD OFFICE PRODUCTS
PO BOX 58026
LOS ANGELES CA 90058

SHIP TO
CENTRAL RECEIVE-COLLEGE STATION ISD
RECEIVE PHONE 979-764-5408
9304 ROCK PRAIRIE ROAD
COLLEGE STATION, TX 77845
ATTN: PURCHASING/HAIRELL/TAYLOR
accountspayable@csisd.org

TERMS: NET 30 DAYS | F.O.B DESTINATION | CMTS BUYBOARD#528-17 | DELIVERY: Dec. 04, 2017

ITEM	ITEM NO.	QUANTITY	U.O.M.	DESCRIPTION	UNIT PRICE	EXTENSION
				QUOTE DATED 11/16/17 EMAIL PO AND QUOTE TO KRISTEN@LIBERTYPP.COM		
01	240100	840	CS	TRUCKLOAD MARQUEE 8-1/2X11 INCH 20LB, 96 BRIGHT	22.0200	18,496.80

PAGE TOTAL $ 18,496.80
TOTAL $ 18,496.80

TAX EXEMPTION #1-74-6000528-7.
College Station ISD is exempt from payment of sales, excise, or use taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas (Articles 20.01 (F) (4)).

APPROVED BY: _____

*Pursuant to Texas Government Code Chapter 2270, Contractor represents and warrants to the District that Contractor does not boycott Israel and will not boycott Israel during the term of this agreement.

ITEM #	ACCOUNT		AMOUNT	PROJECT CODE
01	1998	1311	18,496.80	

MDSE. REC'D BY: _____

DATE REC'D: _____

REQUISITION NO. R1803551

REQUISITION DATE: 12/04/17

VENDOR

121803551

BETTER PAPER . . . EVEN BETTER PRICES.

November 16, 2017

College Station ISD
Jennifer Hairell, CISBS
Purchasing Specialist
9304 Rock Prairie Rd
College Station, TX 77845

Jennifer,

Thank you for the opportunity to provide College Station Independent School District with the following quote:

Alma Plus, 8 ½ x 11, 20lbs, 98 Bright: 1 Truckload (840 Cases) = $24.15/case

Marquee, 8 ½ x 11, 20lbs, 96 Bright: 1 Truckload (840 Cases) = $22.02/case

This quote is valid for 30 Days. This price includes shipping and delivery. We stand behind our products 100%. Our turnaround time for delivery is 2-5 Days ARO.

Price is valid through Buy Board. Our Buy Board Contract # is 528-17 and through Buy Board you may receive a 1% rebate to add to your savings.

I definitely appreciate the opportunity of earning your business. Please contact me with any questions or requests.

Kind Regards,

Kristen Perez
O: 866.507.2737 x2102
F: 323.582.3434
E: kristen@libertypp.com

CONTRACT PAPER GROUP, INC.
1531 Boettler Rd. Ste E
Uniontown, Oh 44685
(P)800-563-5739 ext 229
(F)330-896-6886
www.cpgbid.com

Quotation

16:00

College Station Indep Sch Dist
1812 Welsh Avenue
Use website employee details
Notes 9.26.14.
College Station, TX 77840

*** Now Offering Office Supplies!
Construction Paper
Paper Towels
Envelopes
And many more items.

Dear Mrs. Hairell,

Thank you for considering Contract Paper Group for your upcoming paper needs. As you have requested I have listed our prices for the items noted in your bid. Please review this and if you have any additional questions please call me. **Region 6 Epic pricing included.**

8 ½ x 11 20lb White Copier Bond
840 cases at $22.05 per case. 96+ Brightness Import

Price quoted is valid for dock delivery to one location to be unloaded by customer. Quantities in excess of listed amounts are subject to vendor approval.

Thank you for allowing Contract Paper Group, Inc. the opportunity to quote you a price. I will be contacting you shortly to confirm that you received this letter and address any questions or concerns.

Sincerely,

Brian Breitenbach

Brian Breitenbach
Contract Paper Group
P: 800.563.5739
Brianb@cpgbid.com

QUOTATION (EXPIRES 12/

OUR ORDER#	Date	Page
207158495	11/15/17 16:16	1

JP GOULD | Bosworth

Bosworth Papers
10425 Okanella Suite 600 Houston TX 77041
Tel: (713) 460-5060 * Fax: (713) 460-2037
www.bosworthpapers.com

Printed: 11/16/17 - 9:00 AM

SOLD TO
COLLEGE STATION INDEP SCH DIST
1812 WELSH AVE
COLLEGE STATION, TX 77840-4851
USA

SHIP TO
COLLEGE STATION INDEP SCH DIST
9304 ROCK PRAIRIE ROAD
COLLEGE STATION, TX 77845
USA

PLACED BY: JENNIFER HAIRELL

Phone: (979) 764-5449
Cust PO: **quote only**

SHIP VIA: Truck

Ship Date	Needed	LDC	Account No.	Class	SP	OE	FOB	Terms
11/15/17	11/16/17		COL764	WH	W57	RM	Origin - FFA	Net 30 Days

Line	Quantity	Size Grade	M-Weight	Unit Price	Amount	Ship Need
1	840 CTN	G19-SPEC11 8-1/2X11 20BS 10.00M SPECTRUM DP WHITE YOUR#: 1720010 207A ** ** ** 92 bright domestic thru choice partners	10.00	23.44 CTN	19,693.38	11/15/17 11/16/17
2	840 CTN	SU1-ONE1120 8-1/2X11 20BS 10.00M SUZANO ONE 200 ** ** ** import thru choice partners ** 96 bright	10.00	22.08 CTN	18,547.20	11/16/17 11/16/17

** *
** Let us help you with your Office Supply & Furniture needs.
** *

Remit to: PO Box 847642 Dallas, TX 75284-7642

LINES	TOTAL WEIGHT				TOTAL (USD)
2	84,000 LBS				**38,240.58**

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WAREHOUSE

CATALOG LINK

WAREHOUSE REQUISITION ENTRY

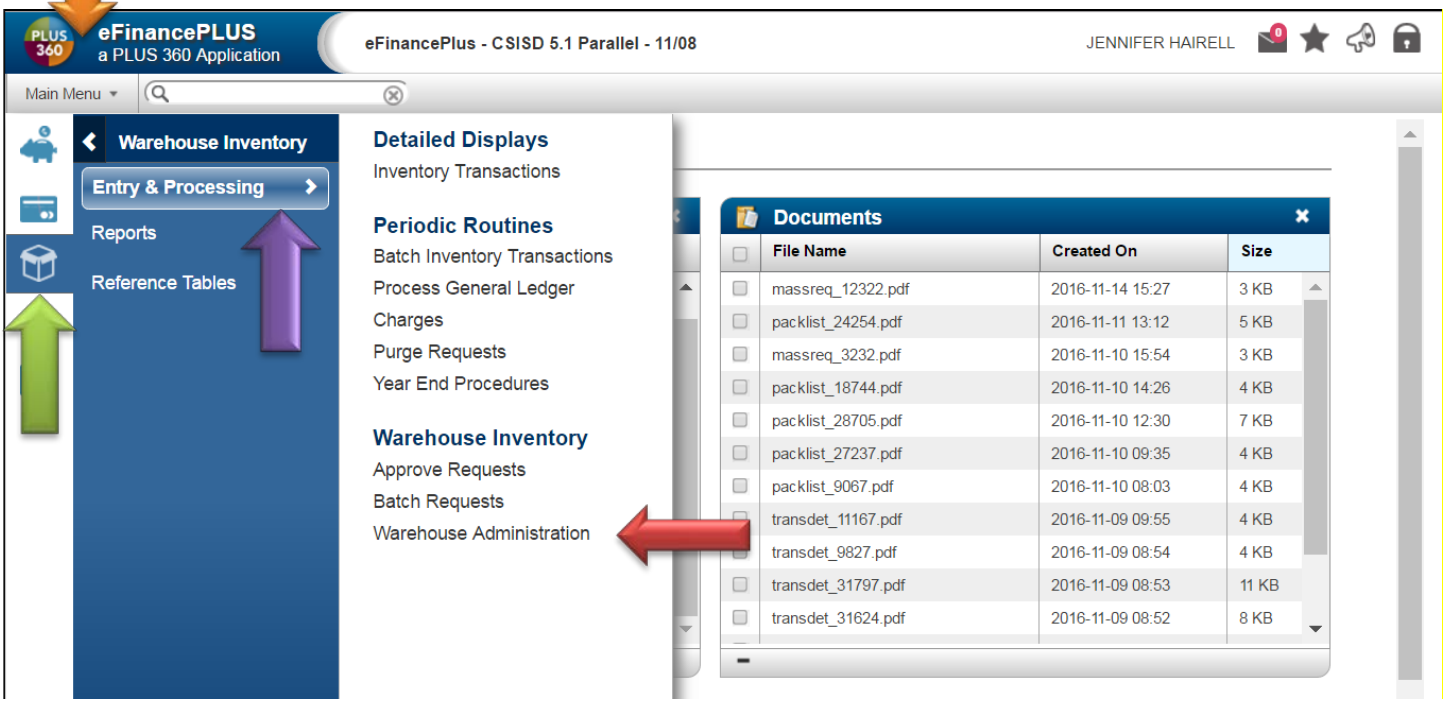
AND

HOW TO REQUEST A NEW ITEM TO BE STOCKED IN THE WAREHOUSE

Entering a Warehouse Requisition

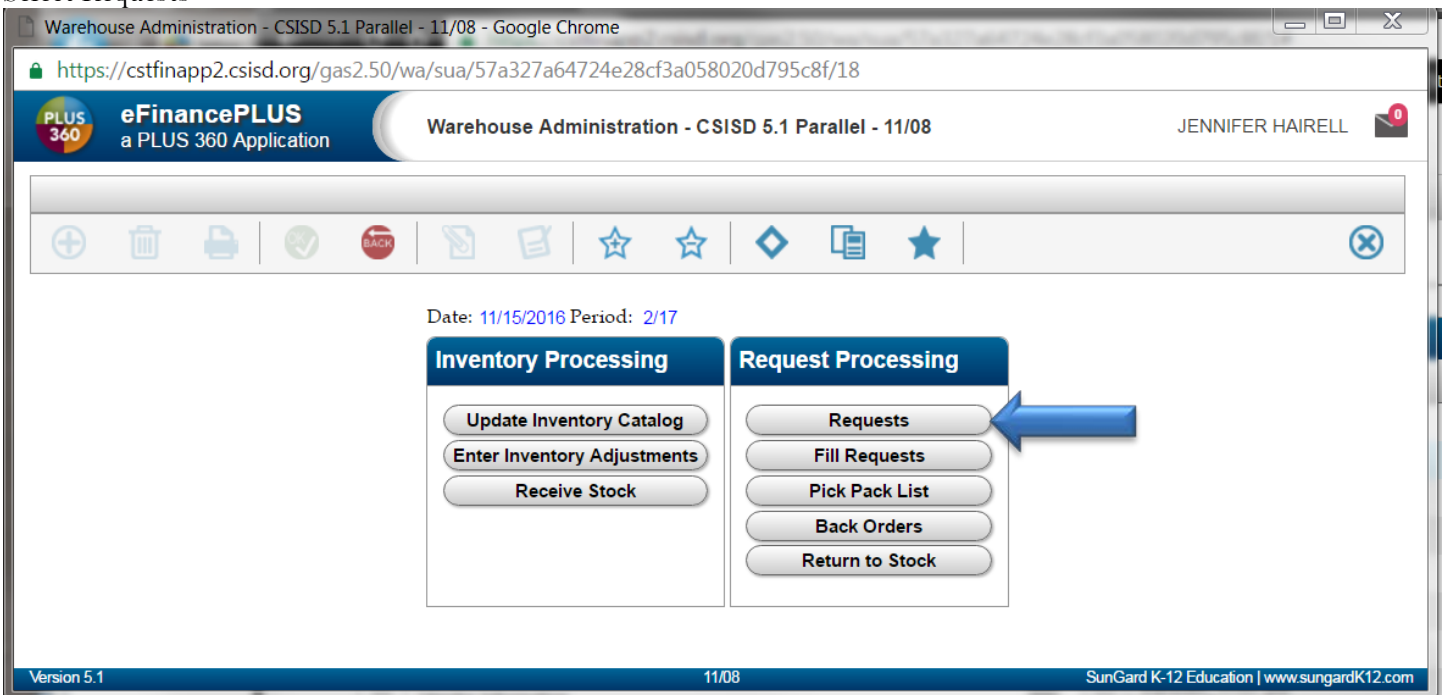
Log into eFinance Plus 5.1

Main Menu – **WAREHOUSE INVENTORY** – **ENTRY & PROCESSING** -> Select **Warehouse Administration** (See below)

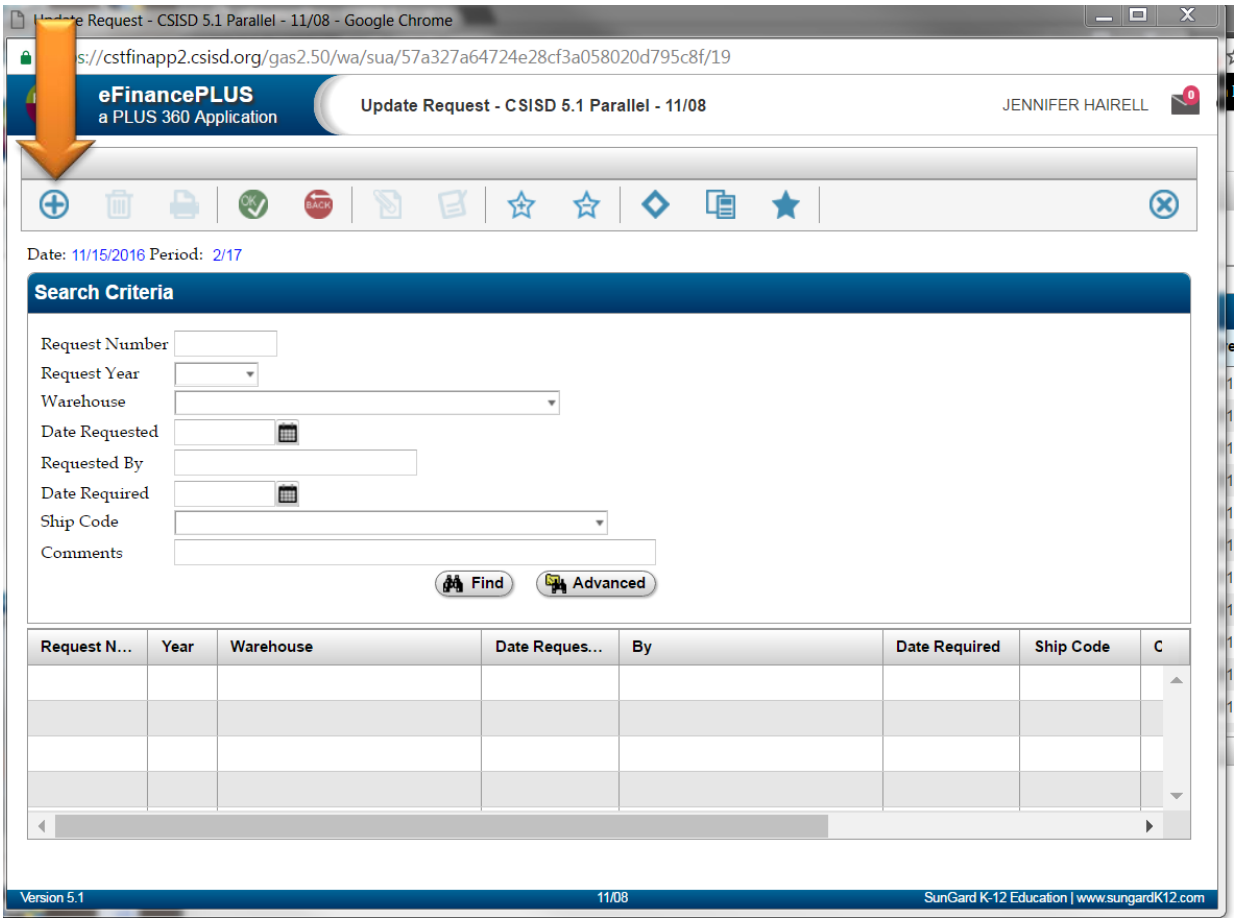


A new window will open. (If it does not open, check to make sure that you have set your Pop-Up blocker to allow efinance to send you Pop-Ups.)

Select Requests

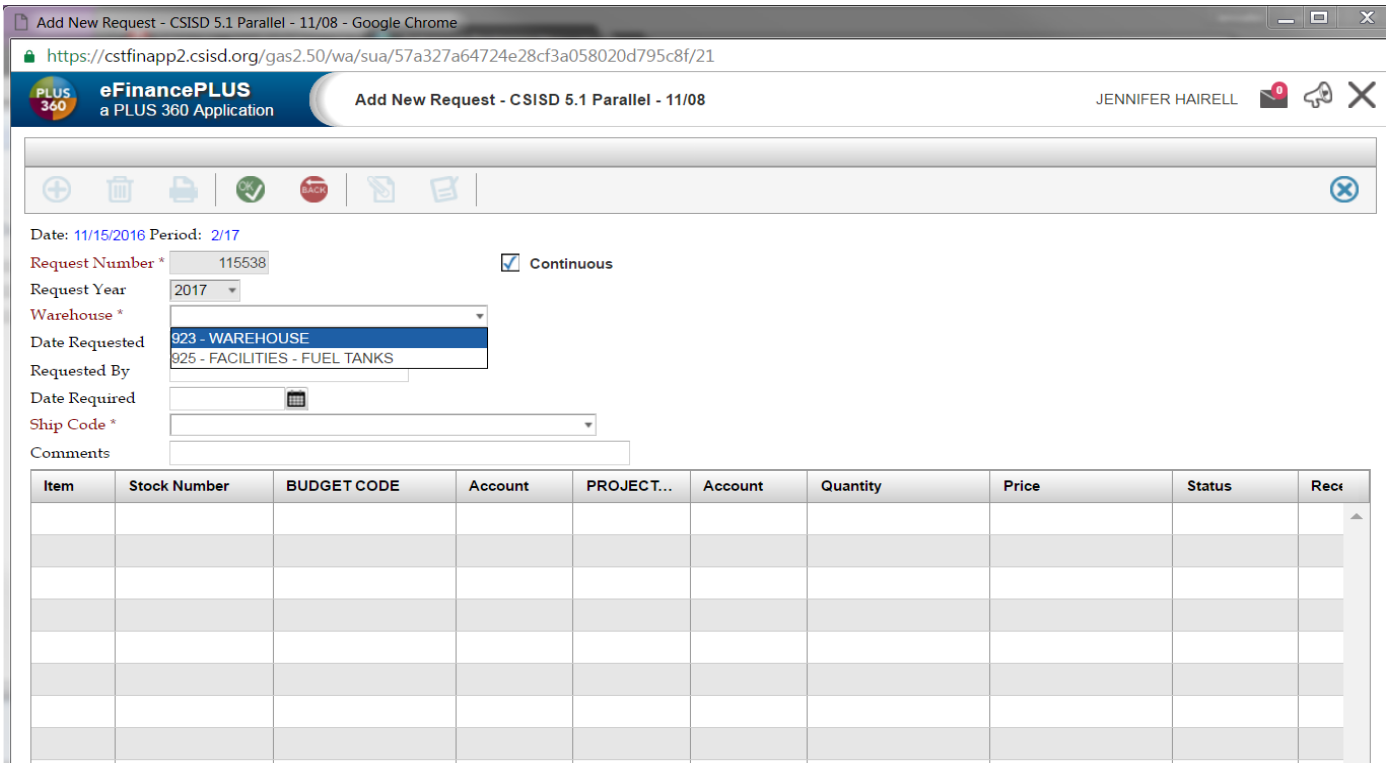


Select New Document (circle with a plus sign)



Write down the request number now.

From drop down menu select 923-Warehouse

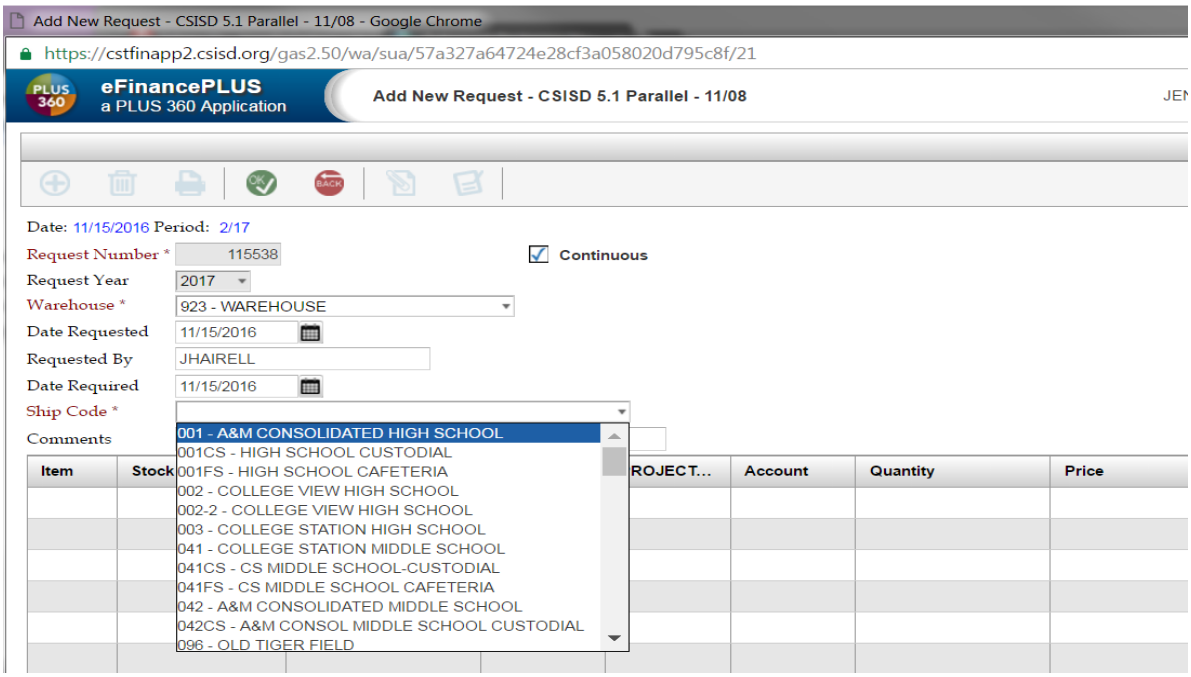


Date Requested will automatically show today's date.

Requested By: enter name

Date Required: date item is required by

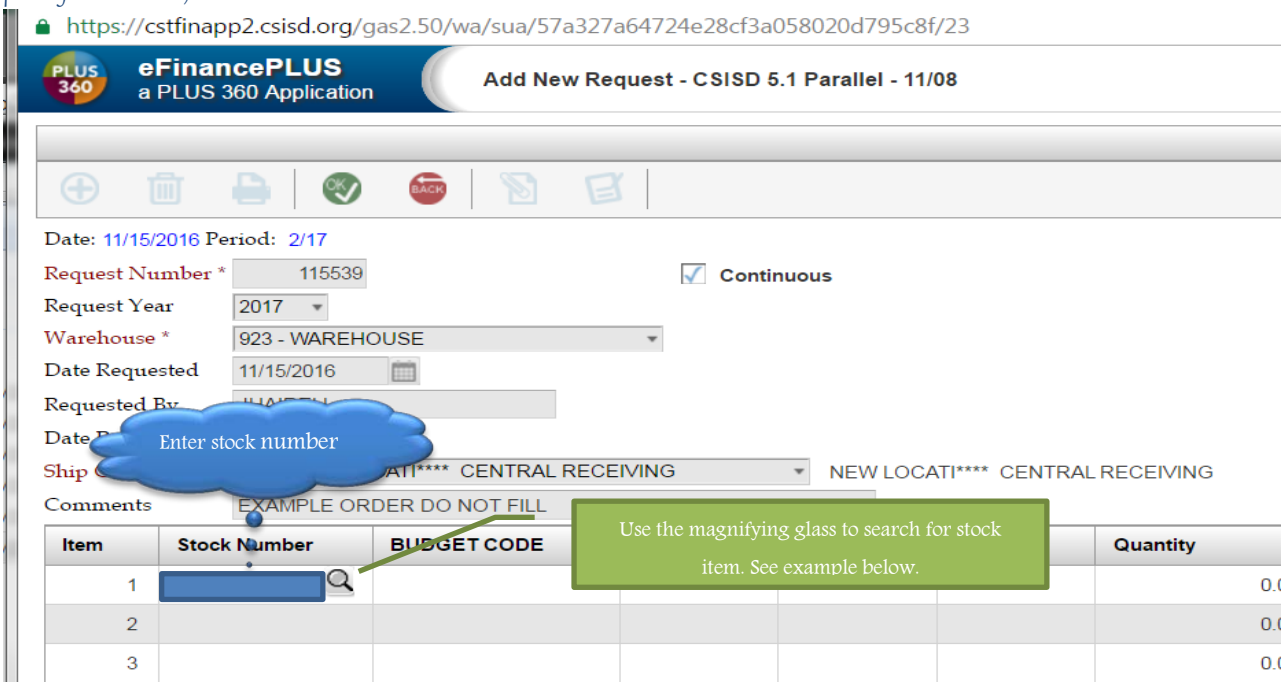
Ship Code: Drop down menu and select campus/department or type in your number to select



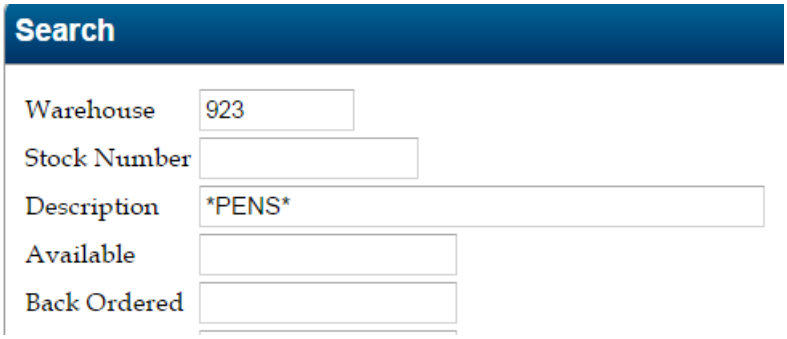
Comments: Enter notes to WH Staff or for your records. Tab to Stock Number

Enter the Stock Number (Catalog number) – This will automatically fill the account field and unit price. (See below.)

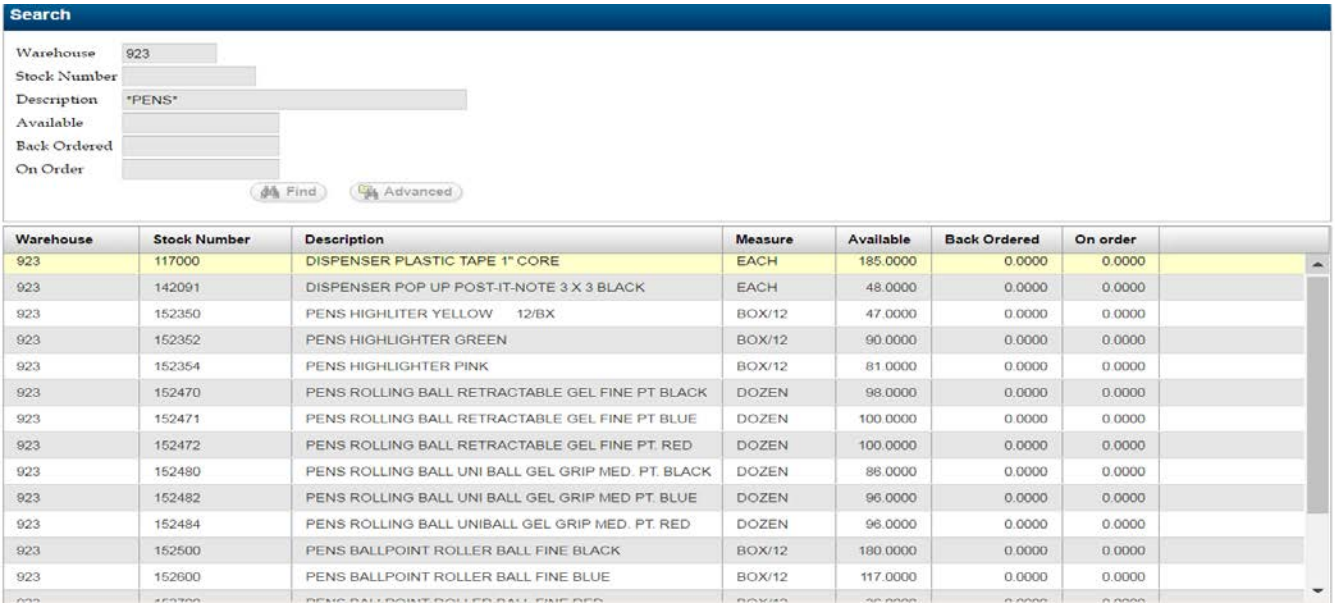
(*Tip: You can search the stock items by clicking on the magnifying glass in the Stock Number area. click find to see all stock items or enter all or part of item name.*)



Using Search to locate stock number: Click on the magnifying glass in the stock number box. When page opens enter keyword using asterisks before and after the word. Click Find. You can also leave search areas blank and eFinance will bring up all items in the warehouse. See example below:

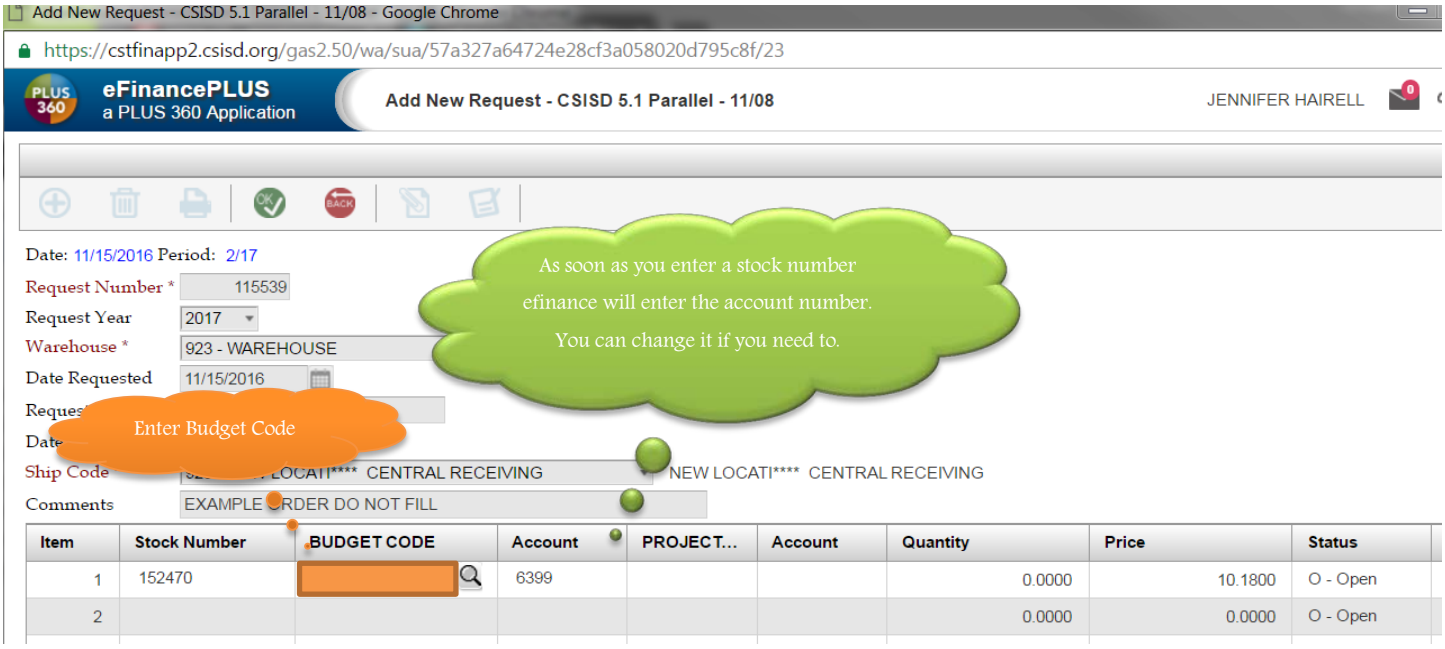


Results:



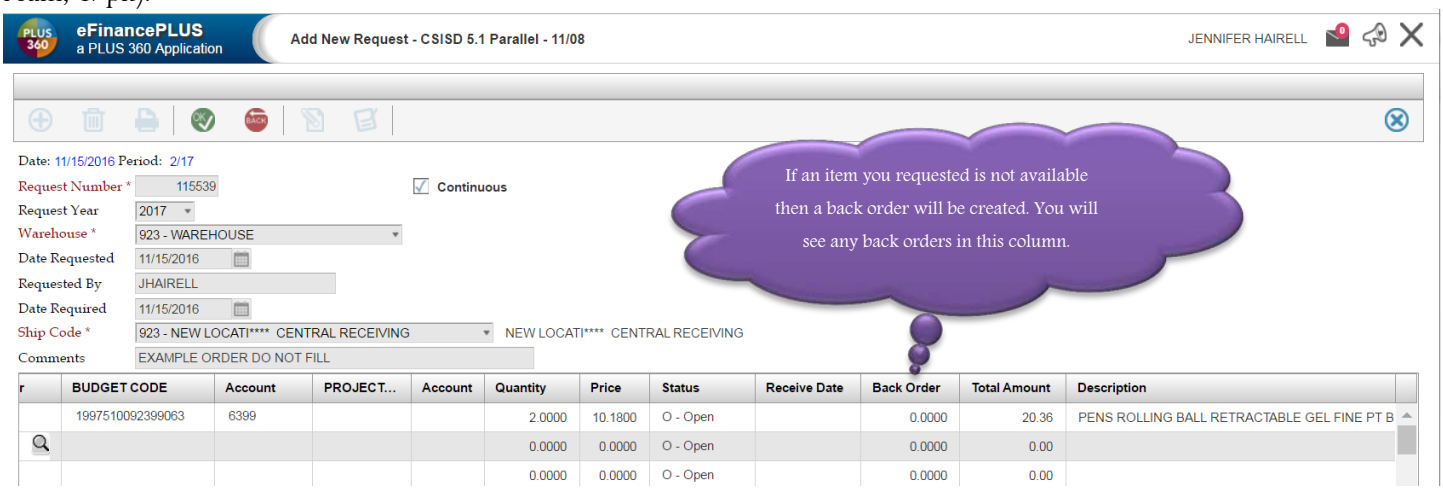
Warehouse	Stock Number	Description	Measure	Available	Back Ordered	On order
923	117000	DISPENSER PLASTIC TAPE 1" CORE	EACH	185.0000	0.0000	0.0000
923	142091	DISPENSER POP UP POST-IT-NOTE 3 X 3 BLACK	EACH	48.0000	0.0000	0.0000
923	152350	PENS HIGHLITER YELLOW 12/BX	BOX/12	47.0000	0.0000	0.0000
923	152352	PENS HIGHLIGHTER GREEN	BOX/12	90.0000	0.0000	0.0000
923	152354	PENS HIGHLIGHTER PINK	BOX/12	81.0000	0.0000	0.0000
923	152470	PENS ROLLING BALL RETRACTABLE GEL FINE PT BLACK	DOZEN	98.0000	0.0000	0.0000
923	152471	PENS ROLLING BALL RETRACTABLE GEL FINE PT BLUE	DOZEN	100.0000	0.0000	0.0000
923	152472	PENS ROLLING BALL RETRACTABLE GEL FINE PT. RED	DOZEN	100.0000	0.0000	0.0000
923	152480	PENS ROLLING BALL UNI BALL GEL GRIP MED. PT. BLACK	DOZEN	86.0000	0.0000	0.0000
923	152482	PENS ROLLING BALL UNI BALL GEL GRIP MED PT. BLUE	DOZEN	96.0000	0.0000	0.0000
923	152484	PENS ROLLING BALL UNIBALL GEL GRIP MED. PT. RED	DOZEN	96.0000	0.0000	0.0000
923	152500	PENS BALLPOINT ROLLER BALL FINE BLACK	BOX/12	180.0000	0.0000	0.0000
923	152600	PENS BALLPOINT ROLLER BALL FINE BLUE	BOX/12	117.0000	0.0000	0.0000

Once you find the item you want double click the item and the stock number will be entered into your request.
If you do not find what you want use the back button to get back to your request.
If you X out of this window you will close your request.
Enter Budget Code. Change Account Number if necessary. (See below)



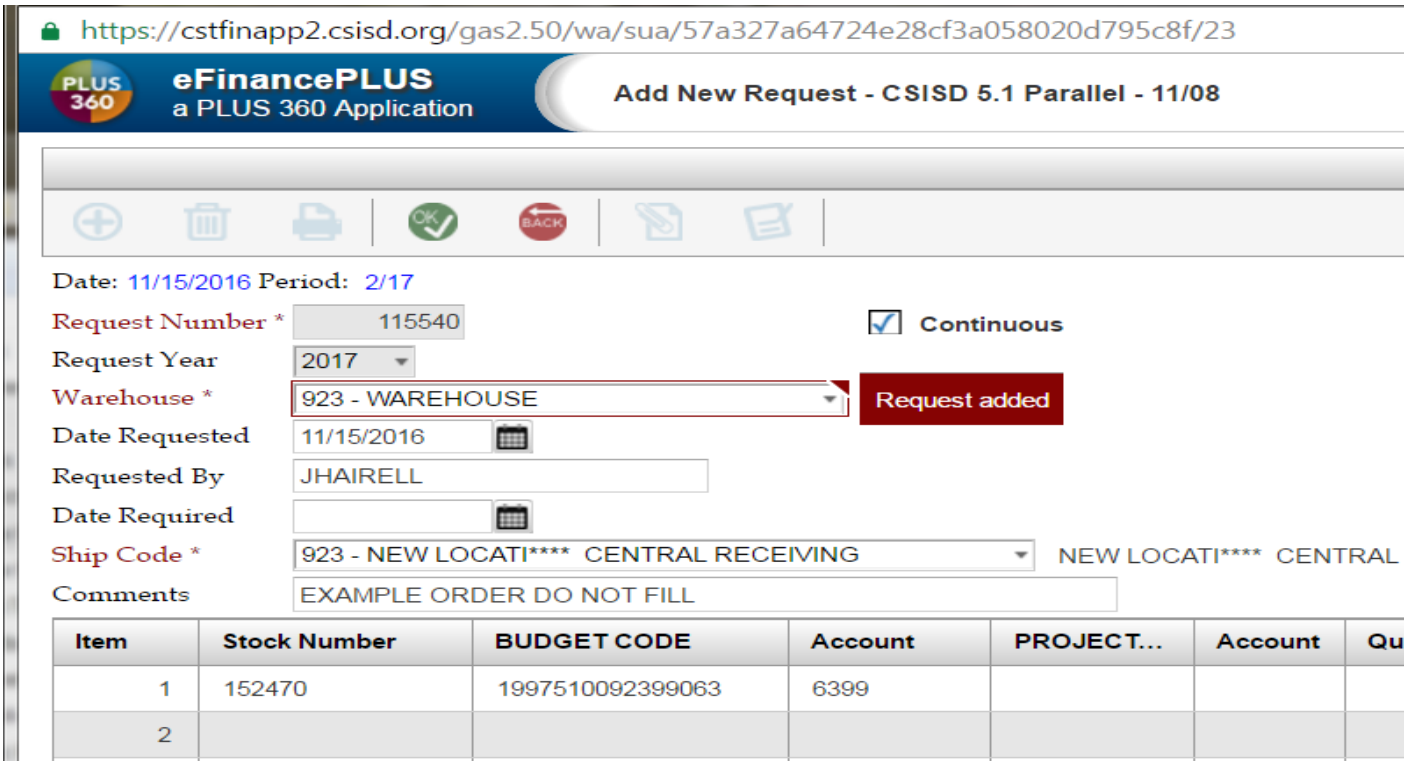
Tab past SUB PROJECT and Account to Quantity. Enter Quantity.

Hit Tab to go to the next line. If you hit Enter you will submit your request.
(You can still add more items if this happens see last page of these instructions.)
Scroll to the right and you will see the unit price and a brief description of each item including unit of measure (i.e. case, ream, 4/pk).



If you are done: Make sure you have written down your request number and Click OK. This will submit your request.

<u>You must click OK to submit the request.</u> Once you hit OK a red flag will pop up next to the Warehouse line stating Request added When you see the screen below <u>the request number has rolled over to a new one</u> and you are ready to enter another request or exit.



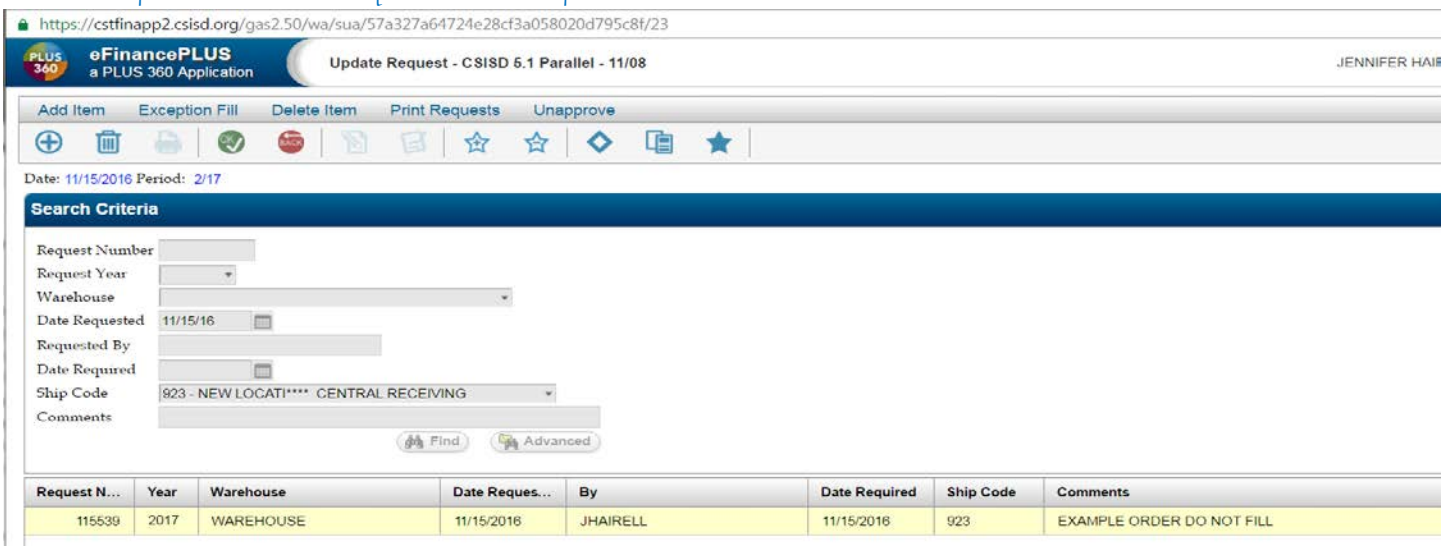
And that is all there is to it. If you get stuck or have a question contact Jennifer Hairell x5449 or Jarius San Angelo x5541. We will be happy to help you out.

TIP: Did you forget something or want to change something or want to make sure your request went through – do the following:

From Warehouse Administration page click on Requests.

You can enter any of the following: the request number, date or the ship code or you can leave them all blank. **Hit find.**

For this example I entered the date requested and our ship code.

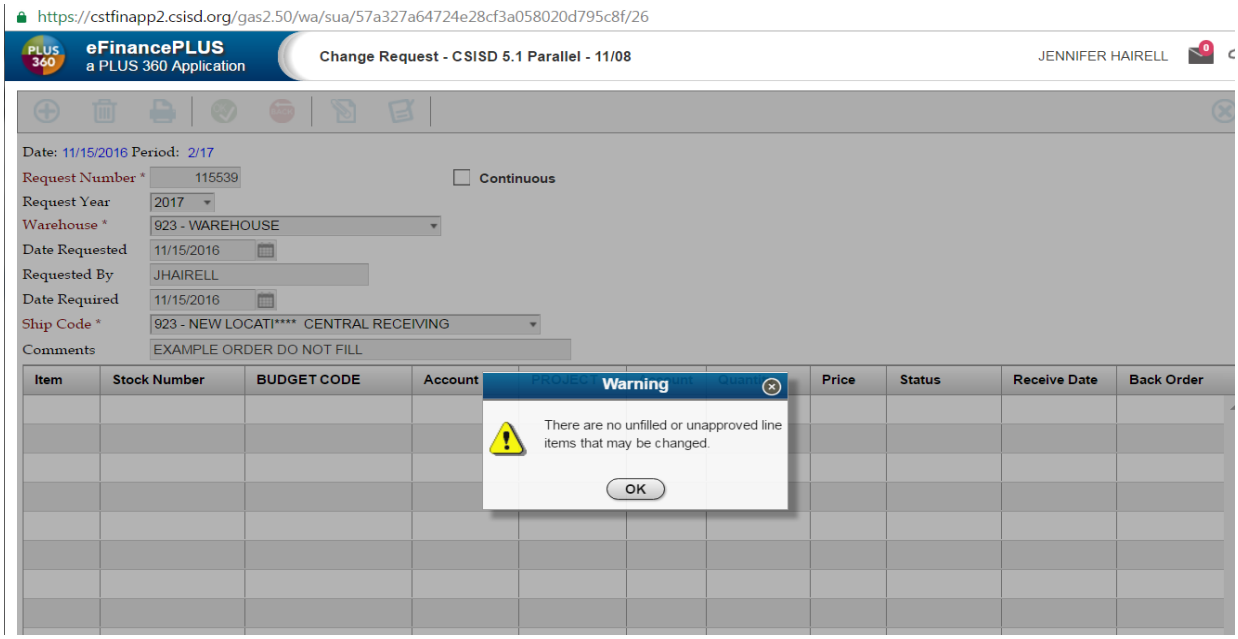


eFinance will pull up all the requests related to the information you gave.

If you want to edit the request or check what was ordered double click on the request. Click OK and you will be able to see the items you ordered.

If you want to add an item(s) to the order: Click the order only one time and click on Add Item *at the top of the page. See above.*

If you see a box like the picture below that means we have already processed your order and it cannot be edited not even by us. eFinance will not let you see your order at this point. If you have questions, please contact Jarius SanAngelo or Jennifer Hairell for help with your order.



Entering a Warehouse Requisition

Log into eFinance Plus 5.1

Main Menu – **WAREHOUSE INVENTORY** – **ENTRY & PROCESSING** -> Select **Warehouse Administration**

A new window will open. (If it does not open, check to make sure that you have set your Pop-Up blocker to allow efinance to send you Pop-Ups.)

Select Requests

Select New Document (circle with a plus sign)

Write down the request number now.

From drop down menu select 923-Warehouse

Date Requested will automatically show today's date.

Requested By: enter name

Date Required: date item is required by

Ship Code: Drop down menu and select campus/department or type in your number to select

Comments: Enter notes to WH Staff or for your records. Tab to Stock Number

Enter the Stock Number (Catalog number) – This will automatically fill the account field and unit price.

(*Tip: You can search the stock items by clicking on the magnifying glass in the Stock Number area. click find to see all stock items or enter all or part of item name.)*

Using Search to locate stock number: Click on the magnifying glass in the stock number box. When page opens enter keyword using asterisks before and after the word. Click Find. You can also leave search areas blank and eFinance will bring up all items in the warehouse.

Once you find the item you want double click the item and the stock number will be entered into your request.
If you do not find what you want use the back button to get back to your request.
If you X out of this window you will close your request.
Enter Budget Code. Change Account Number if necessary.

Tab past SUB PROJECT and Account to Quantity. Enter Quantity.

Hit Tab to go to the next line. If you hit Enter you will submit your request.
(You can still add more items if this happens see Tips & Tricks Section.)
Scroll to the right and you will see the unit price and a brief description of each item including unit of measure (i.e. case, ream, 4/pk).
If you are done: Make sure you have written down your request number and Click OK. This will submit your request.

You must click OK to submit the request. Once you hit OK a red flag will pop up next to the Warehouse line stating Request added When you see the screen below the request number has rolled over to a new one and you are ready to enter another request or exit.

And that is all there is to it.

If you get stuck or have a question contact Jennifer Hairell x5449 or Jarius SanAngelo x5541.

We will be happy to help you out.

Tips & Tricks section

Did you forget something? Want to change your order? Want to make sure your request went through? – do the following: From Warehouse Administration page click on Requests.

You can enter any of the following: the request number, date or the ship code or you can leave them all blank. **Hit find.** eFinance will pull up all the requests related to the information you gave.

If you want to edit the request or check what was ordered: double click on the request. Click OK and you will be able to see the items you ordered.

If you want to add an item(s) to the order: Click the order once (no double click) and click on **Add Item** at the top of the page.

If you a box pops up and tells you that **there are no unfilled or unapproved lines** that means we have already processed your order and it cannot be edited not even by us. eFinance will not let you see your order at this point. Contact Robert Taylor or Jennifer Hairell so we can help you with your question/request change.

If you get a notice: **Inventory has already reached safety point** this means we do not have any of these in stock currently. Check with us, we probably have them on order.

If an item goes to zero then it has most likely been back ordered and you can verify this by scroll to the right and checking the back order column. If it hasn't please contact us so we can look into it.

You can return an item to the warehouse if you ordered the wrong item please email Robert Taylor to let him know and he will take care of it.

If you have questions, please contact Robert Taylor or Jennifer Hairell for help with your order.

Robert Taylor 764-5541 rtaylor@csisd.org

Jennifer Hairell 764-5449 jenniferhairell@csisd.org

NEW PRODUCT REQUEST FORM

Please Return Completed Form to the Purchasing Department

Date: _____ Campus / Department: _____

Contact: _____ Phone: _____

Reason for new product: _____

_____

_____

Product (include Brand Name): _____

Approximate Annual Usage and Order Quantity: _____

_____

Description (include: Part #, sizes, colors & packaging): _____

_____

Suggested Vendor Name & Phone Number: _____

_____

For Purchasing Department Use Only	
Approved by:	
Date Added:	
Stock Item Number:	
Vendor:	

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ONLINE ORDERING OF

INSTRUCTIONAL

AND

OFFICE SUPPLIES

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Office Supplies, Equipment and Office Furniture Program Summary

Effective July 1, 2016 Office Supply, Equipment and Office Furniture Products from Office Depot, Wilton's Office Works and Pollock can be viewed and ordered online. The prices shown on the websites are quoted per **PACE P00154**. The secretary at each campus and department has been assigned a username and password. If you are new and need a username and login, please contact the purchasing specialist in Purchasing.

Wilton's Order Process

1. The website address is: www.wiltons.com

2. To logon to the system enter your username and password.

3. Secretary enters order in www.wiltons.com shopping cart and enters the requisition number in the Review and Edit box. Saves order if exiting website.

4. Secretary creates one line item requisition in eFinance and enters CSISD requisition number from eFinance in the Review and Edit Screen of www.wiltons.com and saves order.

5. Purchasing Specialist converts eFinance requisitions into purchase orders.

    - Signs on to www.wiltons.com and changes the requisition number to the CSISD purchase order number in the Order Field.
    - Prints purchase order and forwards for required signature.

6. Purchasing Specialist releases order in www.wiltons.com

7. Secretary will receive an email confirmation from Wilton's when the order has been approved and released.

8. For browse only access, staff may click on "Guest Login".

9. Wilton's will deliver to the campus the next day for orders approved by noon.

Office Depot's Order Process

1. User signs on to www.odpbusiness.com and enters username and password.

2. Secretary at campus or department enters items to order in the shopping cart. Names the cart, saves cart and closes cart if exiting website and not ready to submit order.

3. Secretary creates requisition in eFinance and enters the CSISD requisition number in the "Review Edit and Screen" of www.odpbusiness.com and submits order for approval.

4. Purchasing Specialist converts eFinance requisitions into purchase orders.

5. Purchasing Specialist signs on to www.odpbusiness.com enters the CSISD purchase order number in the "Purchase Order" field and releases order in www.odpbusiness.com.

6. Secretary and the Business Office will receive an email confirmation from Office Depot once the order is approved by the purchasing department.

7. Office Depot delivers all items to Central Receiving, 9304 Rock Prairie Rd., and the Warehouse Courier will deliver to the campus the following day.

Staple's Order Process

1. The same process as Office Depot but using Staples Advantage website: https://www.staplesadvantage.com/.

Amazon Orders

Items that are available in the warehouse should not be ordered from Amazon.

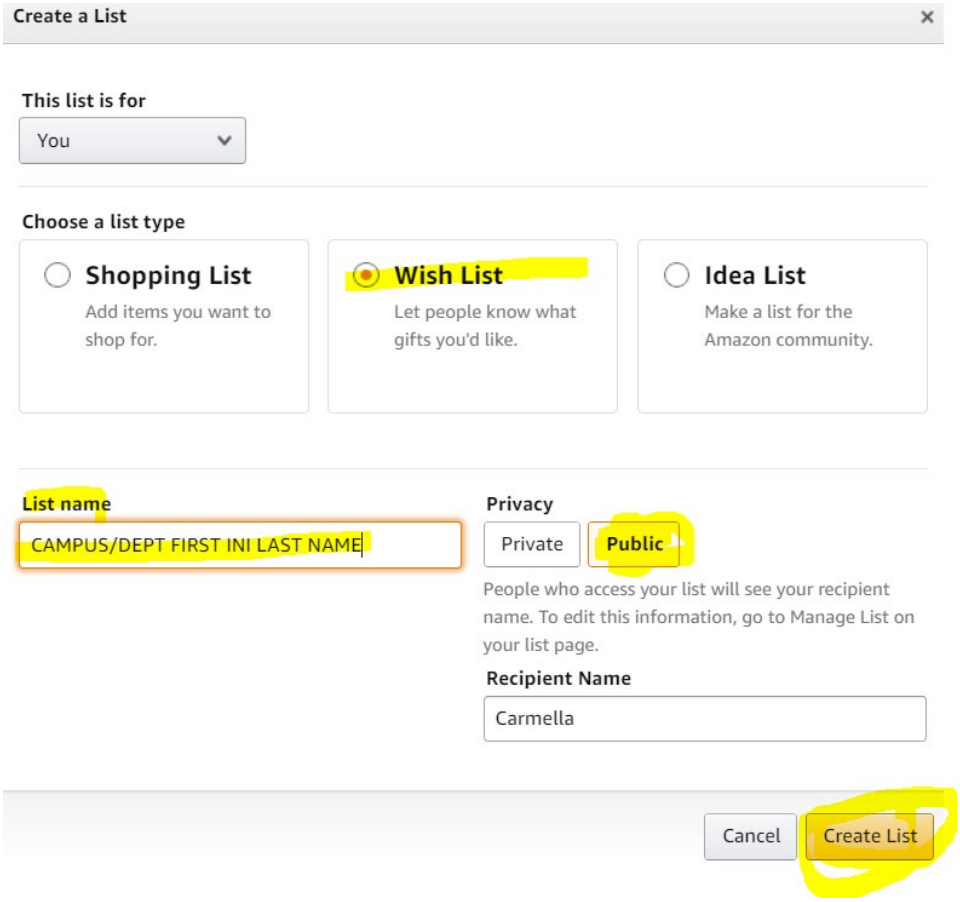
1. Teacher will look up items in Amazon and add it to a wish list (public) and then share that list with the campus secretary and the secretary will order.

Here is How:

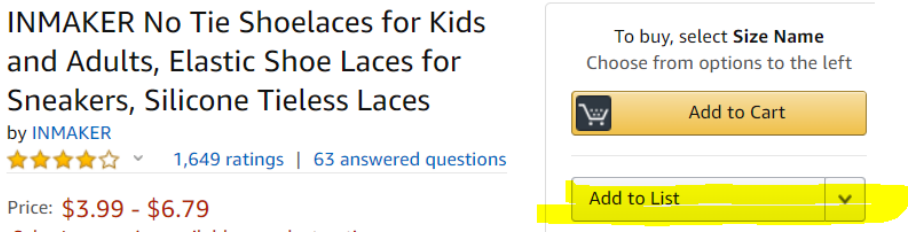
- Go to your Amazon.com account. If you don't have one, create one but don't use your school email address.
- At the top right-hand side of the page you will see "Account & Lists" to the left of the shopping cart icon.
- Click the down elevator "v" button and select Create a List

On the **Create a List** pop up:

- Create a new Wish List
- Name it campus/dept name and your first initial last name
- Make sure it is Public

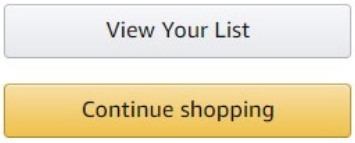


Find your items and add them to your new wish List

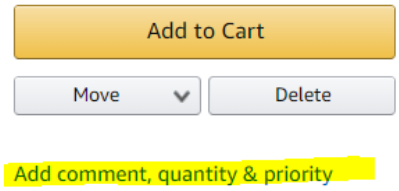


You will use the drop down on the Add to List button to add to the Wish List

When you are finished shopping, View Your List



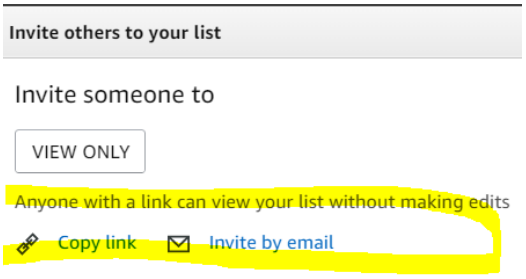
Add any comments, quantity and priority for each item.

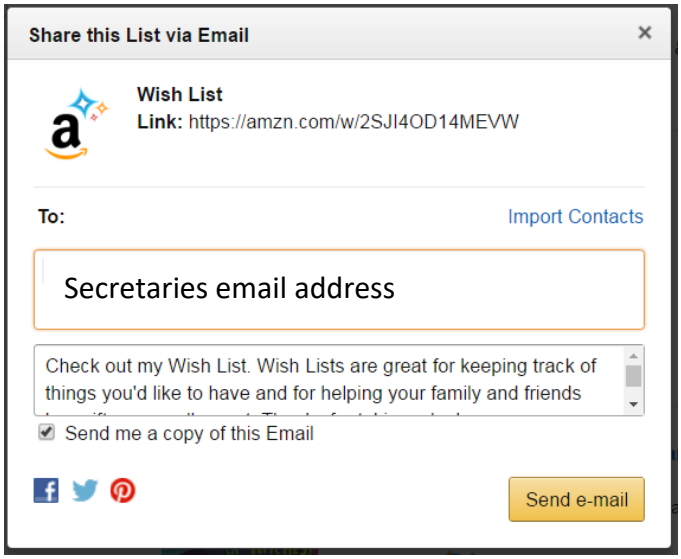


Then click on Send List to Others at the top right-hand corner

In the pop-up copy the link or invite by email.

If inviting by email enter the secretaries email address and click the Send e-mail button





The secretary will receive an email with your wish list and can order straight from it with just a few clicks!

2. Secretary will login to Amazon with district username.
3. Add items to the cart.
4. Verify quantities.
5. Proceed to Checkout
6. Secretary creates requisition in eFinance and enters the CSISD requisition number in the PO number box.
7. Continue
8. Select Delivery Address
9. Verify delivery date(s)
10. Continue
11. Submit Order for Approval

SCHOOL SPECIALTY ONLINE ORDERING

1. Each campus and department will receive a Shared User login and password for creating carts and orders for their location.
2. Campus/Department Users with the shared login and password creates a shopping cart in the school specialty website and submits cart to Campus/Department Approver for approval.
3. Campus/Department Approver receives email notification of user submitted cart that needs approval.
4. Campus/Department Approver reviews and edits cart (if necessary) and approves and submits cart to Administrative Approvers. Email notification is sent to Administrative Approvers of pending orders to be approved and released. Carts can also be rejected and sent back to user.
5. Campus/Department Secretary enters one lot purchase requisition in eFinance for the total amount of the order and references the School Specialty cart number.
6. Purchasing Director approves and signs purchase order. **NO CARTS OR ORDERS WILL BE RELEASED WITHOUT A SIGNED PURCHASE ORDER BY THE PURCHASING DEPARTMENT.**
7. When signed purchase order is received the Administrative Approver adds the PO # to the shopping cart and releases the online order in the School Specialty website.
8. Campus/Department Approver receives email notification that online order has been released and order details.
9. Purchasing Specialist sends green (receiving) and Yellow (originator) copies of purchase order to Campus/Department Secretary.
10. When the order ships the name entered in "Attention To" field receives and email notification of shipment. Users will also be able to check the status of their orders on the School Specialty website under "My Submitted Carts" and Approvers under "My Associates Submitted Carts".
11. Green copy of purchase order is signed and dated by Campus/Department Secretary once all items are verified and received and is forwarded to the Business Office Accounts Payable.

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ASSET DELETIONS

&

SURPLUS PROPERTY

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Asset Deletion Procedure

To remove an item(s) permanently from your campus/department follow these steps:

1. Complete an Asset Deletion Form:
   a. Must have signatures in the Deletion requested by and Deletion approved by lines.
   b. Scan the form and attach to work order.
   c. Attach the original Asset Deletion form to the item(s) being deleted.
   d. Items will likely be picked up before or after hours, so it is important that they are marked clearly.

2. Enter an Asset Deletion Work order:

   a. Sign into eduphoria: go.csisd.org>workorder>logon is the same as the computer
      1. Create New Request
      2. Click on Warehouse
      3. Click on Asset Deletion
      4. Choose one of three levels:
         - **Asset** $4999 and under,
         - **Fixed Asset** $5000 and above, or
         - **Technology**
      5. Enter your Campus
      6. Enter your Room or Office number
      7. Select Priority: Low, Normal or High
      8. Enter list of items to be removed and their location.
         - Include details about the item(s). Metal, wood, color, # shelves, approx. dimensions, etc.
      9. Click on Attachments. Choose file where scanned copy of the asset deletion form was saved.
      10. Click submit request (bottom right hand corner).
3. Warehouse supervisor will schedule the pickup based on other requests. Most likely the items will be picked up before or after hours, so be sure they are clearly marked, and asset deletion form is attached to the items.
4. If the asset deletion form is not attached to the work order it will be closed and items will not be picked up.

☐ **Asset Deletion Request**
($4,990 and under)

☐ **Fixed Asset Deletion Request**
($5,000 and over)

☐ **Technology Asset Deletion Request**
(printers, faxes, copier, etc.)

Organization/Campus:_____ Date:_____

Deletion Requested By:_____
(Signature of Person Requesting Deletion)

Deletion Approved By: _____
(Signature of Organization Administrator)

Deletion Supervised By: _____
(Signature of Property Manager)

CSISD Tag#	No. of Items	Description/Manufacturer/Model # of Items	Serial #	Room No.	Delete Code*

Include details about the item(s). Metal, wood, color, # shelves, approx. dimensions, etc.

* Delete Code:

R - Scrap/Not Usable
S1 - Sale/Good Condition/Working
S2 - Sale/Poor Condition/Needs Repair
W - Return to Warehouse/Good Condition/Usable
B- Burglary
D- Disassembled for Parts
T- Trade-In
X - Unknown/Cannot Locate

☐ Check if there are Items to be picked up and returned to the Warehouse

Received by Warehouse Supervisor:_____

Scan form and attach to work order.
Enter work order at go.csisd.org
Tape form to item(s) to be removed.

__**Asset Transfer Request**
($4,990 and under)

__**Fixed Asset Transfer Request**
($5,000 and over)

__**Technology Asset Transfer Request**
(printers, faxes, copier, etc.)

Campus/Dept.:_____ Date:_____

Transfer Requested By:_____
(Signature of Person Requesting Transfer)

Transfer Approved By: _____
(Signature of Organization Administrator)

Transfer Supervised By: _____
(Signature of Property Manager)

CSISD Tag#	No. of Items	Description/Manufacturer/Model # of Items	Serial #	From Room No.	To Room No.	

Include details about the item(s). Metal, wood, color, # shelves, approx. dimensions, etc.

Person Who Received Item(s):_____
Signature of Person Receiving Items

Receiving Campus/Dept: _____ Date Item(s) Received:_____

Scan form and save to be attached to work order
Enter a work order at go.csisd.org
Select Warehouse > Transport Items Work Order
Attach the form to the work order
Tape form to item(s) to be moved.

Department of Grants Compliance and Oversight
Inventory Disposition Request

Disposition approval is required when equipment originally purchased with federal grant funds is no longer needed for the original project, programs currently funded by other USDE grants, or projects previously supported by USDE grants.

In accordance with 2 CFR 200.313 and 200.314, complete and submit this form to request approval to dispose of equipment or supplies and materials purchased with federal grant funds. If you are not disposing of the item but rather are transferring it to a federal program on another campus or another federal program on the same campus, this form **may** be submitted but is **not** required.

Complete a separate copy of this form to request disposition of items purchased with funds from different federal grants.

Name of grantee _____ County-district # _____ Name of federal grant _____

Market Value $5,000 or Less (Or Local Capitalization Policy, Whichever Is Less)

Equipment and unused supplies and materials with a current per-unit fair market value of less than $5,000 may be retained, sold, or otherwise disposed of with no further obligation to TEA or the federal government.

If you check both of the boxes below, leave the next two sections blank. Complete the certification section and submit the signed form as directed.

☐ The grantee has no equipment purchased with federal grant funds with a current per-unit fair market value in excess of $5,000.

☐ The grantee has no unused supplies or materials purchased with federal grant funds with an aggregate current fair market value in excess of $5,000.

Equipment with Market Value Greater Than $5,000 (Or Local Capitalization Policy, Whichever Is Less)

Item description _____ Serial # _____ Item location _____

Date of purchase _____ Purchase price _____ % paid w/ grant funds _____ Current fair market value _____ Condition _____

Check one of the following boxes to indicate the reason for disposition or transfer:

☐ Inventory disposed under 2 CFR 200.313-314, funds will be returned to TEA to return to the federal government.

Required: NOGA ID of grant used to originally purchase item _____

Provide a justification for disposing of the equipment item. Attach a list of multiple items on a separate sheet. All proceeds from the disposition will be refunded to TEA.

_____

☐ Transfer item to another campus that is implementing the same federal program.

☐ Transfer item to a similar federal program.

☐ Equipment was stolen, with appropriate report to authorities. Internal controls are in place to prevent further theft.

☐ Equipment was lost, with appropriate report to authorities. Internal controls are in place to prevent future loss.

Supplies/Materials with Aggregate Market Value Greater Than $5,000 (Or Local Capitalization Policy, Whichever Is Less)

Item description _____ Serial # _____ Item location _____ Date of purchase _____

Purchase price _____ Percentage paid w/ grant funds _____ Current aggregate fair market value _____ Condition _____

Check one of the following boxes to indicate the reason for disposition or transfer:

☐ Inventory disposed under 2 CFR 200.313-314, funds will be returned to TEA to return to the federal government.

Required: NOGA ID of grant used to originally purchase item _____

Provide a justification for disposing of the supplies. Attach a list of multiple items on a separate sheet. All proceeds from the disposition will be refunded to TEA.

_____

☐ Transfer item to another campus that is implementing the same federal program.

☐ Transfer item to a similar federal program.

☐ Supplies and materials were stolen, with appropriate report to authorities. Internal controls are in place to prevent further theft.

☐ Supplies and materials were lost, with appropriate report to authorities. Internal controls are in place to prevent future loss.

Certification

This form must be signed by the authorized official. Email the signed form to TEA's Department of Grants Compliance and Oversight (GCO) at **grants@tea.texas.gov**, or fax to (512) 463-7915 or (512) 463-9811.

Name and title of authorized official _____ Signature and date _____

For TEA Use

Inventory ☐ disposition or ☐ transfer is approved as requested, based on the information provided.

Inventory ☐ disposition or ☐ transfer is approved with the following changes:

_____

☐ Inventory disposition/transfer is denied.

Signature of GCO associate commissioner and date _____

Available Surplus Request Procedures

Surplus property is available for district use only. Surplus property should always be checked prior to placing a new order.

Please follow these steps when requesting a Surplus item:

1. Contact the Warehouse at 764-5541 or 764-5449 for available items. **Schedule a time to come by the warehouse to view the items prior to making a request.** The Warehouse is open Monday through Friday from 7:00 am - 4:30 pm. Please let us know you are coming and remember to bring your badge.
2. If you want to request an item **that you viewed** at the warehouse, you will need to **enter a work order in eduphoria (go.csisd.org).**
3. Requests are not accepted by email or phone. Sign into **eduphoria (go.csisd.org)**:-Click on **Warehouse**-**Available Surplus Transfer** (Shopping Cart image)-Enter your information. Be sure to include a description of the item and the Room Number where we are delivering the requested item.

Please be sure to come by and look at the item before you enter the work order. We want to make sure the item will work in the space you have and will fit your needs. Remember these items are all used gently or otherwise.

Available Surplus Request Procedures

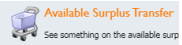
Surplus property is available for district use only. Please follow these steps when requesting a Surplus item:

1. Contact the Warehouse at 764-5541 or 764-5449 for available items. **Schedule a time to come by the warehouse to view the items prior to making a request.** The Warehouse is open Monday through Friday from 7:00 am - 4:30 pm. Please let us know you are coming and remember to bring your badge.

2. If you want to request an item **that you viewed** at the warehouse, you will need to **enter a work order in eduphoria (go.csisd.org).**

3. Requests are not accepted by email or phone.

   Sign into **eduphoria (go.csisd.org)**:

   - Click on **Warehouse**
   - **Available Surplus Transfer** (Shopping Cart image) 

   - Enter your information. Be sure to include a description of the item and the Room Number where we are delivering the requested item.

Please be sure to come by and look at the item before you enter the work order. We want to make sure the item will work in the space you have and will fit your needs. Remember these items are all used gently or otherwise.

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RECORDS

RETENTION

SCHEDULES

Definition of a local government record

A "local government record" means any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information-recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the District or any of its officers or employees, pursuant to law or in the transaction of public business.

The term does not include:

1. Extra identical copies of documents created only for convenience of reference or research by District officers or employees.
2. Notes, journals, diaries, and similar documents created by a District officer or employee for his or her own personal convenience.
3. Blank forms, stocks or publications, and library and museum materials acquired solely for the purposes of reference or display.
4. Copies of documents in any media furnished to the public under the Open Records Act or other state law.

Loc. Gov't. Code 201.003(8)

COLLEGE STATION I. S. D.
9304 ROCK PRAIRIE ROAD, COLLEGE STATION, TX 77845

PURCHASING OFFICE

INTER-DEPARTMENTAL MEMO

TO: Principals, Administrators, and Records Liaison Officers

FROM: Carmella Shafer, Director of Purchasing

DATE: November 4, 2021

SUBJECT: Records Retention Pick Up, Storage and Destruction

It is time again to start packing records that you want to be stored in the Warehouse Records Retention Center and destroyed after their retention period**. Records will be picked up starting Monday, November 8 through Friday November 19.** Campuses/departments will not have a set day, so please have all boxes ready to be picked up these days. The warehouse staff will be on a very tight schedule, **so please stack the records storage boxes in one area. Official Records Storage boxes** (15x12x10) must be used to store records and are available to be purchased from the warehouse (item 128100). **Enter a Warehouse work order and include the total number of boxes, location for pick up, and the date they will be ready for pick up.** Each box should be marked (use a permanent marker) on **one end** of the outside of the box with the following information:

Only on one end of the box write:

1. **Department/Office/School**
2. **Box Number**
3. **Contents**
4. **Destruction Date** (No box should be sent without a destruction date! All documents in the same box must have the same destruction date)

Prepare a "Record Storage Transmittal Form" for each storage container and **attach** it to the ***blank END*** of the box.

Boxes are available from the warehouse (128100)

**** NEW ** ** NEW ** ** NEW ** ** NEW ** ** NEW ** ** NEW ** ** NEW ** ** NEW ** ** NEW ****

Enter a Warehouse work order and include the total number of boxes, location for pick up, and the date they will be ready for pick up.

Please complete the attached "List of Records Being Sent to the Warehouse" and email it to cshafer@csisd.org.

**** NEW ** ** NEW ** ** NEW ** ** NEW ** ** NEW ** ** NEW ** ** NEW ** ** NEW ** ** NEW ****

A "Record Storage Transmittal Form" is attached.

Please see attached records schedules to determine the scheduled destruction date for the record type.

If you have any questions, please call Carmella at ext. 5617 or email cshafer@csisd.org.**Note: Please remember that all records stored in a box should have the same destruction date.**

Revised Local Schedule SD – Effective May 23, 2018

Sarah Jacobson / **May 23, 2018**

A new edition of Local Schedule SD – **Records of Public School Districts** – is effective today, May 23, 2018. The revised schedule was published for adoption in the May 18, 2018 issue of the ***Texas Register***. The new schedule supersedes the 2nd edition.

You can find the new edition on our **Local Retention Schedules page**. For your convenience, a marked up version of the 2nd edition is also available so you can see what revisions were made.

Do the new rules apply to records created before the effective date?

Yes, the new retention periods are retroactive. This means that all of your records, whether they were created before or after May 23, will be subject to the new retention rules.

What do we need to do?

If your government has adopted Local Schedule SD by submitting form SLR 508 (Declaration of Compliance with the Records Scheduling Requirement of the Local Government Records Act), you can begin following the new retention periods immediately. Be sure to notify any affected departments of this change.

If your government follows its own Records Control Schedule, you must either amend your schedule with the new retention periods (using forms SLR 540 and SLR 520) or adopt Local Schedule SD by submitting form SLR 508.

To download any of the above forms, go to: https://www.tsl.texas.gov/slrm/forms.

What about TSLAC's other retention schedules?

We will be updating other retention schedules as revisions are necessary, so please stay up-to-date on future changes (and give feedback on proposed updates) by **subscribing** to The Texas Record.

More questions?

If you have additional questions or concerns, please contact your **analyst**.

May 23, 2018 in **News**. Tags: **Administrative Rules**, **Local Governments**, **Retention Schedule**, **Schedule SD**

Related posts

e-Records Conference 2018: Call for Presentations – Deadline July 20, 2018

e-Records Conference 2018: Call for Presentations

Cyber Blackmail: More Than Just Ransomware

← Electronic Records Resources Now Available **Guest Blog: Kay Steed, State Agency RMO →**

One thought on "Revised Local Schedule SD – Effective May 23, 2018"

Maria Garcia **May 29, 2018 at 1:10 pm**

I want to receive this information, I am the Historian for the Victoria ISD, it will be very helpful.

Search all posts

Search …

Local Government Retention Schedules

Jump to:

CC | DC | EL | GR

HR | JC | LC | PS

PW | SD | TX | UT

WARNING: Unless these retention schedules have been adopted by your local government by filing a Declaration of Compliance (**form SLR 508** (https://www.tsl.texas.gov/sites/default/files/public/tslac/slrm/recordspubs/forms/slr508.pdf)), the retention periods listed in the schedules **may not be used** for the destruction of your records.

Related:

- **Forms and Templates** (https://www.tsl.texas.gov/slrm/forms)
- **Laws and Rules** (https://www.tsl.texas.gov/slrm/publications)
- **Proposed Revisions to TSLAC Retention Schedules** (https://www.tsl.texas.gov/slrm/retentionscheduleupdates)
- **Contact Us** (https://www.tsl.texas.gov/slrm/contact)

CC: Records of County Clerks (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20CC%20-%20Effective%202019-03-25.pdf)

(Revised Third Edition) - Effective March 25, 2019

Download: **Word** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20CC%20-%20Effective%202019-03-25.docx) | **PDF** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20CC%20-%20Effective%202019-03-25.pdf)

- Part 1: County Clerk as Clerk to Commissioners Court
- Part 2: County Clerk as Recorder
- Part 3: County Clerk as Clerk of County Court
- Part 4: Official Public Records of County Clerks
- Part 5: Records of the County Surveyor
- Part 6: Records of the County Superintendent of Schools

DC: Records of District Clerks (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20DC%20-%20Effective%202019-03-25.pdf)

(Revised Third Edition) - Effective March 25, 2019

Download: **Word** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20DC%20-%20Effective%202019-03-25.docx) | **PDF** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20DC%20-%20Effective%202019-03-25.pdf)

- Part 1: Civil Case Records
- Part 2: Tax Suit Records
- Part 3: Family Law Case Records
- Part 4: Juvenile Records
- Part 5: Criminal Case Records

- Part 6: Multi-Case/Multi-Court Records
- Part 7: Miscellaneous Court Records
- Part 8: Jury Records
- Part 9: Grand Jury Records
- Part 10: Naturalization Records
- Part 11: Administrative and Financial Records
- Part 12: Business and Professional Records
- Part 13: Miscellaneous Records

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EL: Records of Elections and Voter Registration (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20EL%20-%20Effective%202014-09-03.pdf)

(Revised Third Edition) - Effective September 3, 2014

Download: **Word** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20EL%20-%20Effective%202014-09-03.doc) | **PDF** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20EL%20-%20Effective%202014-09-03.pdf)

- Part 1: Election Records
- Part 2: Records of Candidacy and Campaign Finance
- Part 3: Voter Registration Records

GR: Records Common to All Local Governments (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20GR%20Revised%205th%20-%20Effective%202016-04-17.pdf)

(Revised Fifth Edition) - Effective April 17, 2016

Download: **Word** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20GR%20Revised%205th%20-%20Effective%202016-04-17.docx) | **PDF** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20GR%20Revised%205th%20-%20Effective%202016-04-17.pdf)

- Part 1: Administrative Records
- Part 2: Financial Records
- Part 3: Personnel and Payroll Records
- Part 4: Support Services Records
- Part 5: Information Technology Records

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HR: Records of Public Health Agencies (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20HR%20-%20Effective%202011-04-03.pdf)

(Second Edition) - Effective April 3, 2011

Download: **Word** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20HR%20-%20Effective%202011-04-03.doc) | **PDF** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20HR%20-%20Effective%202011-04-03.pdf)

- Part 1: Records Common to Public Health Agencies
- Part 2: Records of Local Public Health Authorities
- Part 3: Records of Local Public Hospitals
- Part 4: County Indigent Health Care Records
- Part 5: Animal Control and Health Records
- Part 6: Records of the County Inspector of Hides and Animals

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JC: Records of Public Junior Colleges (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20JC%20-%20Effective%202010-09-22.pdf)

(Second Edition) - Effective September 22, 2010

Download: **Word** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20JC%20-%20Effective%202010-09-22.doc) | **PDF** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20JC%20-%20Effective%202010-09-22.pdf)

- Part 1: Admissions and Assessment Records
- Part 2: Academic Records
- Part 3: Financial Aid Records
- Part 4: Family Educational Rights and Privacy Act Records
- Part 5: Accreditation Records
- Part 6: Financial Records
- Part 7: Personnel Records
- Part 8: General Education Development (GED) Testing Records
- Part 9: Miscellaneous Records and Reports
- Part 10: Library and Museum Records
- Part 11: Campus Security Records

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LC: Records of Justice and Municipal Courts (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20LC%20-%20Effective%202019-03-25.pdf)

(Revised Third Edition) - Effective March 25, 2019

Download: **Word** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20LC%20-%20Effective%202019-03-25.docx) | **PDF** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20LC%20-%20Effective%202019-03-25.pdf)

- Part 1: Civil and Criminal Records
- Part 2: Inquest Records
- Part 3: Vital Statistics Records
- Part 4: Miscellaneous Records
- Part 5: Juvenile Records

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PS: Records of Public Safety Agencies (Police, Fire, EMS, ME, etc.) (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20PS%20-%20Effective%202019-03-25.pdf)

(Revised Fourth Edition) - Effective March 25, 2019

Download: **Word** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20PS%20-%20Effective%202019-03-25.docx) | **PDF** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20PS%20-%20Effective%202019-03-25.pdf)

- Part 1: Records Common to Public Safety Agencies
- Part 2: Law Enforcement Records
- Part 3: Records of County Medical Examiners
- Part 4: Records of Fire Fighting and Emergency Medical Service Agencies
- Part 5: Records of Community Supervision and Corrections (Adult Probation) Departments
- Part 6: Records of County, District and Criminal District Attorneys

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PW: Records of Public Works and other Government Services (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20PW%20-%20Effective%202011-04-03.pdf)

(Second Edition) - Effective April 3, 2011

Download: **Word** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20PW%20-%20Effective%202011-04-03.doc) | **PDF** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20PW%20-%20Effective%202011-04-03.pdf)

- Part 1: General Records

- Part 2: Planning and Zoning Records
- Part 3: Building Permit and Inspection Records
- Part 4: Public Transportation and Engineering Records
- Part 5: Soil and Water Conservation Records
- Part 6: Agriculture Extension Agent Records
- Part 7: Environmental Hazards Records
- Part 8: Weights and Measures Records
- Part 9: Library and Museum Records
- Part 10: Parks and Recreation Records
- Part 11: Zoo Records
- Part 12: Public Broadcasting Records
- Part 13: Social Services Records
- Part 14: Veterans Service Officer Records
- Part 15: Gaming Records
- Part 16: Cemetery Records
- Part 17: County Historical Commission Records
- Part 18: Miscellaneous Records

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SD: Records of Public School Districts (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20SD%203rd%20Edition%20-%20Effective%202018-05-23.pdf)

(Third Edition) - Effective May 23, 2018

Download: **Word** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20SD%203rd%20Edition%20-%20Effective%202018-05-23.docx) | **PDF** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20SD%203rd%20Edition%20-%20Effective%202018-05-23.pdf)

- Part 1: Student Academic Records
- Part 2: Family Educational Rights and Privacy Act Records
- Part 3: Records of Special Populations and Services
- Part 4: Attendance Records
- Part 5: Student Health Records
- Part 6: Instruction and Grade Reporting Records
- Part 7: Discipline and Counseling Records
- Part 8: Adult and Vocational Education Records
- Part 9: Drivers Education Records
- Part 10: Accreditation Records
- Part 11: Food Service Records
- Part 12: Textbook Records
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- Part 19: Library Records

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TX: Records of Property Taxation (https://www.tsl.texas.gov/slrm/localretention/schedule_tx)

Formats: **Word** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20UT%20-%20Effective%202011-04-03.doc) | **PDF** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20UT%20-%20Effective%202011-04-03.pdf) | **Webpage** (https://www.tsl.texas.gov/slrm/localretention/schedule_tx)

(Third Edition) - Effective April 3, 2011

- Part 1: Appraisal Records
- Part 2: Property Tax Collection Records

- Part 3: Motor Vehicle and Boat Licensing and Registration Records
- Part 4: Liquor Licensing Records
- Part 5: Occupation Tax Records
- Part 6: Miscellaneous Records of County Tax Assessor-Collectors
- Appendix

UT: Records of Utility Services (https://www.tsl.texas.gov/slrm/localretention/schedule_ut)

Formats: **Word** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20UT%20-%20Effective%202011-04-03.doc) | **PDF** (/sites/default/files/public/tslac/slrm/recordspubs/Schedule%20UT%20-%20Effective%202011-04-03.pdf) | **Webpage** (https://www.tsl.texas.gov/slrm/localretention/schedule_ut)

(Second Edition) - Effective April 3, 2011

- Part 1: General Records
- Part 2: Water and Wastewater
- Part 3: Solid Waste and Hazardous Waste Management Records
- Part 4: Electric Utility Records
- Part 5: Gas Utility Records

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"Local government" means a county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

Can't find what you're looking for? Email **slrminfo@tsl.texas.gov** (https://mail.google.com/mail/?view=cm&fs=1&tf=1&to=slrminfo@tsl.texas.gov) or call 512-463-7610.

Download Acrobat (R) Reader (http://www.adobe.com/acrobat/main.html)

Page last modified: October 17, 2019

LOCAL SCHEDULE SD

(Third Edition)

RETENTION SCHEDULE FOR RECORDS OF PUBLIC SCHOOL DISTRICTS

This schedule establishes mandatory minimum retention periods for records that are associated with Public School Districts. No local government office may dispose of a record listed in this schedule prior to the expiration of its retention period. A records control schedule of a local government may not set a retention period that is less than that established for the record in this schedule. Original paper records may be disposed of prior to the expiration of their minimum retention periods if they have been microfilmed or electronically stored pursuant to the provisions of the Local Government Code, Chapter 204 or Chapter 205, as applicable, and rules of the Texas State Library and Archives Commission adopted under those chapters. Actual disposal of such records by a local government is subject to the policies and procedures of its records management program.

Destruction of local government records contrary to the provisions of the Local Government Records Act of 1989 and administrative rules adopted under it, including this schedule, is a Class A misdemeanor and, under certain circumstances, a third degree felony (Penal Code, Section 37.10). Anyone destroying local government records without legal authorization may also be subject to criminal penalties and fines under the Public Information Act (Government Code, Chapter 552).

INTRODUCTION

The Government Code, Section 441.158, provides that the Texas State Library and Archives Commission shall issue records retention schedules for each type of local government, including a schedule for records common to all types of local government. The law provides further that each schedule must state the retention period prescribed by federal or state law, rule of court, or regulation for a record for which a period is prescribed; and prescribe retention periods for all other records, which periods have the same effect as if prescribed by law after the records retention schedule is adopted as a rule of the Commission. If applicable, the wording of the records series will match that of any federal or state law, rule of court, or regulation, and citation to law, rule, or regulation will be provided in the Remarks section.

Retention periods listed in this schedule apply to records in any medium. If records are stored electronically, they must remain available and accessible until the retention period assigned by this schedule, along with any hardware or software required to access or read them. Electronic records may include

electronic mail (e-mail), websites, electronic publications, or any other machine-readable format. Paper or microfilm copies may be retained in lieu of electronic records.

The use of social media applications may create public records. Any content (messages, posts, photographs, videos, etc.) created or received using a social media application may be considered records and should be managed appropriately. The retention of social media records is based on content and function. Local governments will need to consult the relevant records retention schedule for the minimum retention periods.

Unless otherwise stated, the retention period for a record is in calendar years from the date of its creation. The retention period applies only to an official record as distinct from convenience or working copies created for informational purposes. Where several copies are maintained, each local government should decide which shall be the official record and in which of its divisions or departments it will be maintained. Local governments in their records management programs should establish policies and procedures to provide for the systematic disposal of copies.

A local government record whose retention period has expired may not be destroyed if any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record is initiated; its destruction shall not occur until the completion of the action and the resolution of all issues that arise from it.

A local government record whose retention period expires during any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record may not be destroyed until the completion of the action and the resolution of all issues that arise from it.

If a record described in this schedule is maintained in a bound volume of a type in which pages were not meant to be removed, the retention period, unless otherwise stated, dates from the date of last entry.

If two or more records listed in this schedule are maintained together by a local government and are not severable, the combined record must be retained for the length of time of the component with the longest retention period. A record whose minimum retention period on this schedule has not yet expired and is **less than permanent** may be disposed of if it has been so badly damaged by fire, water, or insect or rodent infestation as to render it unreadable, or if portions of the information in the record have been so thoroughly destroyed that remaining portions are unintelligible. If the retention period for the record is **permanent** in this schedule, authority to dispose of the damaged record must be obtained from the Director and Librarian of the Texas State Library and Archives Commission. A Request for Authority to Destroy Unscheduled Records (Form SLR 501) should be used for this purpose.

Certain records listed in this schedule are assigned the retention period of AV (as long as administratively valuable). This retention period affords local governments the maximum amount of discretion in determining a specific retention period for the record described.

Local Schedule SD sets mandatory minimum retention periods for records series (identified in the Records Series Title column) commonly found in local education agencies other than state colleges and universities and junior colleges. Except as noted below, it is for the use of public school districts of all types, regional educational service centers, educational cooperatives for special education or other purposes, rehabilitation districts, county industrial training school districts, and county vocational districts.

Local Schedule SD is also for the use of **active** offices of county superintendents of schools and county departments of education. The retention periods for the records of **abolished** offices of county superintendents of schools, some of which may be in the custody of local education agencies, are given in Part 6 of Local Schedule CC (Records of County Clerks).

Use of Asterisk (*)

The use of an asterisk (*) in this revised third edition of Local Schedule SD indicates that the record is either new to the third edition, the retention period for the record has been changed for the record, or substantive amendments have been made to the description of or remarks concerning the record. An asterisk is not used to indicate minor amendments to grammar or punctuation.

ABBREVIATIONS USED IN THIS SCHEDULE

AV - As long as administratively valuable
CE - Calendar year end
CFR - Code of Federal Regulations
FE - Fiscal year end
TAC - Texas Administrative Code
US - Until Superseded
LA – Life of Asset

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RECORDS OF PUBLIC SCHOOL DISTRICTS

Retention Notes: a) OTHER SCHEDULES - This schedule should be used by public school districts, regional educational service centers, and other local education agencies (as defined on page 2) in conjunction with Local Schedule GR (Records Common to All Governments) and Local Schedule TX (Records of Property Taxation). In particular, many records maintained by public school districts are includable among the general administrative, financial, and personnel record series in Local Schedule GR, especially those relating to grant allocations, funding, and reporting. In any instances of conflict between retention periods established in this schedule and in Local Schedules GR or TX, the retention periods in this schedule shall prevail.

b) GRANT RECORDS - The 5-year retention period frequently established for records of school districts in this schedule and Local Schedule GR derives from federal requirements in, which declares the following: These requirements involve the retention of financial and programmatic records, including supporting documents, statistical reports, and other records pertinent to program regulations or the grant agreement relating to projects or programs funded by the U.S. Department of Education through subgrants using federal funds from the Texas Education Agency.

These federal regulations require that all records of the types mentioned must be available for audit for 3 years after the date of submission of the single or last expenditure report by the Texas Education Agency as subgrantor, **not** by the school district. Because final expenditure reports are submitted by the Texas Education Agency **after** all reports from districts are received, a 5-year retention period for many records of school districts is necessary to satisfy this requirement adequately.

If an audit is pending in which an expenditure or the eligibility of a student to participate in a federal program is questioned, then all records affecting the outcome of the audit must be retained until the audit is settled.

Copies of reports or records submitted to the Texas Education Agency must be retained by school districts in accordance with this schedule.

For additional information on grant records, see pages 20 and 21 of Local Schedule GR.

PART 1: STUDENT ACADEMIC RECORDS

Retention Note: Any records in this part (e.g., enrollment cards) created for students who enroll or register in a school district, but who do not subsequently attend classes need be retained only as long as administratively valuable.

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3200-01	**ACADEMIC RECORDS**			
SD3200-01a	**ACADEMIC RECORDS**	The academic achievement record or its equivalent used to record academic achievement in grades 9-12.	PERMANENT.	By regulation – 19 TAC §74.5.
***SD3200-01b**	**ACADEMIC RECORDS**	Cumulative record of achievement in grades Pre-K through 8.	Date of withdrawal + 5 years.	**Retention Note:** Academic records of K-8 student receiving 9-12 course credit must be maintained PERMANENTLY.
SD3200-02	**BIRTH DATE DOCUMENTATION**	Copies of birth certificates, church records, bible records, passport or immigration records, or other documents used to establish a date of birth.	AV.	
SD3200-03	**CUSTODY DOCUMENTS**	Copies of court instruments relating to adoption, guardianship, or custody.	Until the student is 18 or date of withdrawal + 2 years, whichever sooner.	**Retention Note:** It is an exception to the retention period given that a court order superseded by a subsequent order (e.g., a change in guardianship) need be retained only as long as administratively valuable.
SD3200-04	**ENROLLMENT OR REGISTRATION FORMS**	Enrollment or registration forms used to enroll or register students.	US or date of withdrawal + 5 years, whichever sooner.	See retention note (b) on page 6.
***SD3200-05**	**HOME LANGUAGE SURVEYS**	Survey administered to each student to establish the student's language classification for determining whether the school district is required to provide bilingual education or English as a second language program.	Date of withdrawal + 5 years.	By regulation – 19 TAC §89.1215(a).

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3200-06	**MISSING CHILD PREVENTION AND IDENTIFICATION PROGRAM RECORDS**			
SD3200-06a	**MISSING CHILD PREVENTION AND IDENTIFICATION PROGRAM RECORDS**	Fingerprint cards.	Date of withdrawal.	
SD3200-06b	**MISSING CHILD PREVENTION AND IDENTIFICATION PROGRAM RECORDS**	Photographs.	US, or 3 years, whichever is sooner.	**Retention Note:** A Texas Education Agency regulation (19 TAC 61.1041) requires that at withdrawal a student's fingerprints and photograph taken as part of a Missing Child Prevention and Identification Program be returned to the student's parent or guardian. If a district is unable to return the fingerprints and photograph, they **must** be destroyed.
SD3200-06c	**MISSING CHILD PREVENTION AND IDENTIFICATION PROGRAM RECORDS**	Parental consents.	AV after fingerprints and/or photograph taken.	
SD3200-07	**PARENTAL PERMISSION RECORDS**	Parental consents for a student to engage in school activities or programs, *except* consents noted elsewhere in this schedule.	Until cessation of activity for which consent granted + 2 years; or, if annually renewable, US + 2 years.	**Retention Note:** If a student is involved in an accident while engaged in an activity for which parental consent was granted, the consent form or statement must be retained for the same period as Accident Reports (see item number SD3300-01).
SD3200-08	**STUDENT WITHDRAWAL/RECORD TRANSFER FORM**		AV.	Applies to both sending and receiving districts.
SD3200-09	**TEST AND ACADEMIC MEASUREMENT REPORTS**			

Record Number	Record Title	Record Description	Retention Period	Remarks
***SD3200-09a**	**TEST AND ACADEMIC MEASUREMENT REPORTS**	Reports of results of TAAS, TEAMS, TABS, TAKS, STAAR, and other standardized state and national achievement, mental abilities, and aptitude tests reported by score, percentile rank, etc.	1 year after recording of data in the academic achievement or cumulative record.	**Retention Note:** a) If testing results of the types described are not recorded on the academic achievement or cumulative record (see item number SD3200-01) either manually or by affixing labels, the results must be retained PERMANENTLY for grades 9-12 and until the date of withdrawal + 5 years for all other grades. b) Test results for K-8 student testing for 9-12 credit, must be retained PERMANENTLY.
SD3200-09b	**TEST AND ACADEMIC MEASUREMENT REPORTS**	Reports of results of other tests or measurements (e.g., reading/mathematics profiles).	Date of withdrawal + 5 years.	See retention note (b) on page 6.
SD3200-09c	**TEST AND ACADEMIC MEASUREMENT REPORTS**	District summaries on a group basis of the results of standardized testing.	3 years.	
***SD3200-09d**	**TEST AND ACADEMIC MEASUREMENT REPORTS**	Testing administration records may include but not limited to, testing irregularity and investigations documentation, inventory and shipping records, signed security oaths for testing personnel, and seating charts.	Date test administered + 5 years.	19 TAC §101.3031(d) and TEA Student Assessment Division: Test Security Supplement.
SD3200-10	**ETHNICITY FORMS**	Student and Staff Ethnicity and Race Data Questionnaire.	3 years or until litigation, claim, or audit is complete, whichever is later.	By Regulation - 2 CFR 200.333.
SD3200-11	**STATEMENT OF ASSURANCE FOR STUDENTS WHO ARE VICTIMS OF A VIOLENT CRIMINAL ACT**	School Safety Choice Option (SSCO) Transfer Policy Statement of Assurance includes date the incident occurred, incident number, identity of perpetrator, if known, etc.	5 years.	Texas Education Agency Guidance Relating to a Student Who Is a Victim of a Violent Criminal Offense, Section III, (d).

Record Number	Record Title	Record Description	Retention Period	Remarks
***SD3200-12**	**STUDENT TESTING AND ASSESSMENT ACCOMMODATION RECORDS**	Records of accommodation requests and supporting documentation. Accommodations, or designated supports, or changes to materials or procedures that enable students to access learning and testing.	1 year.	Per published TEA guidelines for requesting an accommodation, all approved accommodation requests will expire on December 31st of the year the request was approved. A new accommodation request must be submitted each calendar year if the student continues to need that accommodation.

PART 2: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3225-01	**ACCESS POLICIES**	Written policies and procedures demonstrating how a district meets the requirements of the Family Educational Rights and Privacy Act of 1974, as amended, and federal rules adopted under the act.	US.	By regulation - 34 CFR 99.32.
SD3225-02	**ACCESS TO INFORMATION, RECORDS OF**	Record of each request for access to and each disclosure of personally identifiable information from the educational records of a student.		
***SD3225-02a**	**ACCESS TO INFORMATION, RECORDS OF**	Documentation of requests from and disclosures to the parent or eligible student, to an official of the district for what the district has determined are legitimate educational interests, to a party with written consent from the parent or eligible student, or to a party seeking directory information.	Date records produced + 1 year.	By law and regulation – 20 USC 1232g, and 34 CFR 99.32.

Record Number	Record Title	Record Description	Retention Period	Remarks
***SD3225-02b**	**ACCESS TO INFORMATION, RECORDS OF**	Documentation of requests from and disclosures to any party not included in (a).	Retain with the education records of the student as long as the records are maintained.	By regulation and law –34 CFR 99.32(a)(2) and Texas Family Code 58.0051(c).
SD3225-02c	**ACCESS TO INFORMATION, RECORDS OF**	Written consents from the parent or eligible student for information disclosure. (1) From the parent. (2) From the eligible student.	 Until the student is 18. Expiration, termination, or revocation of consent +2 years, or destruction of all records to which consent applies + 2 years, whichever sooner.	
SD3225-02d	**ACCESS TO INFORMATION, RECORDS OF**	Written refusals from the parent or eligible student to the disclosure of directory information. (1) If refusals are valid as long as the student is in attendance. (2) If refusals must be renewed each academic year.	 AV after date of withdrawal. US or AV after date of withdrawal, as applicable.	
SD3225-03	**PROTEST OF RECORD STATEMENTS**	Statements by parents or eligible students commenting on contested information in a student record, or stating why they disagree with a district's decision not to amend a record, or both.	For as long as the record containing the contested information is maintained.	By regulation - 34 CFR 99.21(c)(1).

Record Number	Record Title	Record Description	Retention Period	Remarks
***SD3225-04**	**RECORD AMENDMENT REQUESTS AND RELATED DOCUMENTATION**	Requests from parents or eligible students to amend student records, notices by the district of denial or consent to amendments, requests for hearings on denied requests, hearing notices, and written decisions by hearing examiners.	Date of final resolution +2 years.	

PART 3: RECORDS OF SPECIAL POPULATIONS AND SERVICES

Retention Note: The term "cessation of services" used in the retention periods set in sections 3-1 through 3-5 with reference to records created on students who are referred to but not subsequently enrolled in the special program described, means the date on which the determination against enrollment is made.

SECTION 3-1: SPECIAL EDUCATION PROGRAM RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3250-01	**ENROLLMENT LISTS AND ROSTERS**		5 years.	See retention note (b) on page 6.

Record Number	Record Title	Record Description	Retention Period	Remarks
***SD3250-02**	**STUDENT RECORDS**	Records of each student referred to or receiving special education services, including referral, assessment, and reevaluation reports; enrollment and eligibility forms; admission, review, and dismissal (ARD) and transitional planning committee documentation; individual educational plans (IEP) and individual transitional plans (ITP); parental consent forms for testing and placement; and other records of services required under federal and state regulation. Includes records of students receiving School Health and Related Services (SHARS), see Texas Medicaid Provider Procedures Manual.	Cessation of services + 5 years, *but see retention note (a).*	**Retention Notes:** a) It is an exception to the retention period given for this record group, that the following information must be retained PERMANENTLY in some form on each student in grades 9-12 participating in a special education program: name, last known address, student ID or Social Security number, grades, classes attended, and grade level and year completed. If an academic achievement record [see item number SD3200-01(a)] is created for the student and maintained among those for students in the regular population, it is not necessary for special education records custodians to maintain the prescribed information beyond 5 years after the cessation of services, provided that it is contained in the Academic Achievement Record. b) Prior to the destruction of any records in this record group, the eligible student or the parents of the student, as applicable, must be notified in accordance with federal regulation. c) See retention note (b) on page 6.
***SD3250-03**	**VIDEO SURVEILLANCE, SPECIAL EDUCATION SETTINGS**	Any video and audio recorded from a camera placed in a classroom or other special education setting.	3 months.	By law – Texas Education Code, Section 29.022(e) and (e-1).

SECTION 3-2: BILINGUAL AND SPECIAL LANGUAGE PROGRAM RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3250-08	**STUDENT RECORDS**	Records of each student referred to or receiving bilingual or special language services, including recommendations from parents or teachers for bilingual instruction, student interview documentation, notifications to parents, parental consents or denials, language proficiency assessment committee (LPAC) reports, exit reports, follow-up study reports, and other records of services required by state regulation or pertinent to the identification of students for bilingual education or special language programs.	Cessation of services + 5 years.	See retention note (b) on page 6.

SECTION 3-3: GIFTED/TALENTED PROGRAM RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3250-16	**STUDENT RECORDS**	Records of each student referred to or receiving services in a gifted/talented program, including nomination and observation documentation, testing results, parental consents, committee reports and recommendations, and other records of services required under state regulation or pertinent to the identification of students for participation in gifted/talented programs.	Cessation of services + 5 years.	

SECTION 3-4: SECTION 504 PROGRAM RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3250-20	**STUDENT RECORDS**	Records of each student referred to or receiving services under Section 504, including referral, pre-placement, and reevaluation reports, parental notices; group and impartial hearing deliberations; and other records of services required under Section 504 regulations.	Cessation of services + 5 years.	See retention note (b) on page 6.

SECTION 3-5: DYSLEXIA PROGRAM RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3250-26	**ENROLLMENT LISTS AND ROSTERS**		Cessation of services + 5 years.	
SD3250-27	**STUDENT RECORDS**	Records of each student referred to or receiving dyslexia program services, including referral and assessment reports; group deliberations; parental notices; and other records of services required under state regulation.	Cessation of services + 5 years.	**Retention Note:** This record group does not include the special education records of students with dyslexia or related disorders receiving special education services. See item number SD3250-02.

SECTION 3-6: NEW GENERATION SYSTEM (NGS) RECORDS [FORMERLY MIGRANT STUDENT RECORD TRANSFER SYSTEM (MSRTS)]

Retention Note: Documentation and retention requirements for this section are based on current guidance in the Texas Manual for the Identification and Recruitment of Migrant Children, developed by Texas Education Agency, Texas Migrant Education Program, Curriculum Division.

Record Number	Record Title	Record Description	Retention Period	Remarks
***SD3250-33**	**DAILY NGS LOGS**		10 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***SD3250-34**	**ENROLLMENT AND WITHDRAWAL REPORTS**		10 years.	
***SD3250-35**	**MONITORING DOCUMENTATION**	Summaries of eligibility verifications and validations, parent/guardian questionnaires, copies of validated certificates of eligibility, and copies of any correspondence from a school district to a regional educational service center requesting deletion of ineligible children from the NGS.	10 years.	
***SD3250-36**	**RECRUITING RECORDS**	Recruiter logs, questionnaires, and similar records documenting efforts of recruiters to identify and enroll currently and formerly migrant students.	10 years.	
SD3250-37	**STUDENT RECORDS**			
***SD3250-37a**	**STUDENT RECORDS**	Certificates of eligibility (COE). This includes all changes, corrections, additions and residency verification documentation.	Qualifying Arrival Date (QAD) + 10 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3250-37b	**STUDENT RECORDS**	Copies of most current educational and health records or forms providing educational and health updates, information from which is transmittable to regional educational service centers for data entry.	US.	**Retention Note:** Program regulations require that an active file be maintained on each migrant child identified for the current school year in a project district or cooperative project district. The file must include, in addition to the certificate of eligibility, a copy of each of the most current educational and health records of the student. Although the minimum retention period is set as US, superseded records should not be disposed of until notification that all required data from the superseded records has been accurately reflected in NGS records in Little Rock. If original student educational and health records, rather than copies, are the source for NGS data, the records must be retained for the periods established in Parts 1 and 5 of this schedule.
SD3250-37c	**STUDENT RECORDS**	Data verification reports from the NGS center in Little Rock.	AV.	

SECTION 3-7: OTHER SPECIAL POPULATIONS RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3250-43	**FEDERAL IMPACT AID SURVEY FORMS**	Locally designed form used to survey parents to determine eligibility for federal impact aid under P.L. 81-874.		

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3250-43a	**FEDERAL IMPACT AID SURVEY FORMS**	Survey forms of students determined to be eligible and used to complete district applications for school assistance in federally affected areas.	5 years.	See retention note (b) on page 6.
SD3250-43b	**FEDERAL IMPACT AID SURVEY FORMS**	Survey forms of students determined not to be eligible.	AV.	
SD3250-44	**McKINNEY HOMELESS ASSISTANCE ACT STUDENT RECORD**		5 years.	See retention note (b) on page 6.
***SD3250-45**	**CIVIL RIGHTS DATA COLLECTION (CRDC)**	The Civil Rights Data Collection (CRDC) is a biennial (i.e., every other school year) survey of public schools required by Office of Civil Rights (OCR) since 1968. The CRDC collects a variety of information including student enrollment and educational programs and services, most of which is dis-aggregated by race/ethnicity, sex, limited English proficiency, and disability. Information is reported electronically through the CRDC Data Entry Tool.	After submission of data + 5 years.	

PART 4: ATTENDANCE RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3275-01	**ATTENDANCE CONTROL DOCUMENTATION**			
SD3275-01a	**ATTENDANCE CONTROL DOCUMENTATION**	Correspondence to and from parents or guardians concerning absences and tardiness.	AV.	
SD3275-01b	**ATTENDANCE CONTROL DOCUMENTATION**	Correspondence with law enforcement or other agencies concerning violations of the compulsory school attendance law, including all associated documentation.	2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3275-01c	**ATTENDANCE CONTROL DOCUMENTATION**	Attendance officer's logs and reports used to track activities related to student attendance and absences, including contacts with parents or guardians.	2 years.	
SD3275-01d	**ATTENDANCE CONTROL DOCUMENTATION**	Documents relating to student attendance hearings and appeals.	Date of decision + 2 years.	
SD3275-02	**ATTENDANCE REPORTS**			
SD3275-02a	**ATTENDANCE REPORTS**	Copies of attendance and enrollment reports submitted to the Texas Education Agency, including those term and period reports submitted to the superintendent by principals for the purposes of compiling state-mandated reports.	5 years.	
SD3275-02b	**ATTENDANCE REPORTS**	Daily Registers of Pupil Attendance (or an equivalent locally-designed record) and similar daily or periodic reports used to document the attendance and absence of students.	5 years.	
SD3275-03	**SCHOLASTIC CENSUS RECORDS**	Census cards or rolls of school age children residing in the county or district. These are records of the abolished offices of county superintendent of schools.	PERMANENT.	
SD3275-04	**TRANSFER, APPLICATIONS FOR, AND ASSOCIATED REPORTS**	Documentation concerning the transfer and enrollment of students in districts other than those in which they are a resident.	5 years.	See retention note (b) on page 6.

PART 5: STUDENT HEALTH RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3300-01	**ACCIDENT REPORTS**	Reports of accidents to students.	Date minor reaches majority age + 3 years, if no claim filed; 3 years after settlement or denial of claim if a claim is filed, whichever applicable.	
SD3300-02	**[WITHDRAWN – SEE GR1000-41]**			
SD3300-03	**[WITHDRAWN – SEE SD3300-04 or GR1000-26, AS APPLICABLE]**			
SD3300-04	**CUMULATIVE HEALTH CARD OR RECORD**	Health and medical records of students in public school districts.	Date of withdrawal + 7 years, or until the student's 21st birthday, whichever later.	By regulation - 22 TAC 165.1(b).
SD3300-05	**EMERGENCY CARDS**	Card or other form of record providing information on whom to contact in case of accident or illness to a student.	US or date of withdrawal, whichever sooner.	
SD3300-06	**EXCLUSION AND VERIFICATION DOCUMENTATION**	Affidavits or similar documents seeking the exclusion of students from participation in immunization or other health care programs for medical or religious reasons, or verifications of previous illness or health testing.		

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3300-06a	**EXCLUSION AND VERIFICATION DOCUMENTATION**	Exclusion documentation. (1) Affidavits of medical reasons. (2) Affidavits of conscience-based exclusions.	 1 year from date signed by physician, or date of withdrawal if contraindication is lifelong. Date affidavit notarized + 2 years, or date of withdrawal, whichever sooner.	 By law and regulation – Texas Education Code 38.002(a) and 25 TAC 97.62(1). By regulation – 25 TAC 97.62(2).
***SD3300-06b**	**EXCLUSION AND VERIFICATION DOCUMENTATION**	Confirmations or statements of immunity, infection, or positive history of illness permitted by law to except students from state immunization requirements.	Date of withdrawal + 2 years.	**Retention Note:** If data from the verification documentation is recorded on the cumulative health card (see item number SD3300-04), the documentation need be retained only as long as administratively valuable after recording.
SD3300-06c	**EXCLUSION AND VERIFICATION DOCUMENTATION**	Verifications from physicians or health agencies of prior testing of sight, hearing, and spinal curvature.	2 years.	By regulation – 25 TAC 37.22(13), 25 TAC 37.26(b) (vision, hearing), 25 TAC 37.145(b) (spinal).
SD3300-07	**HEALTH SCREENING DOCUMENTATION**			
SD3300-07a	**HEALTH SCREENING DOCUMENTATION**	Worksheets, checklists, examination forms, and similar documents used in student health screening.	AV after entry of information on Cumulative Health Record.	
***SD3300-07b**	**HEALTH SCREENING DOCUMENTATION**	Vision, hearing, and spinal screening reports submitted to the Texas Department of State Health Services.	2 years.	
SD3300-08	**IMMUNIZATION RECORDS**			

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3300-08a	**IMMUNIZATION RECORDS**	Immunization record (either separate or in combination with a cumulative health card as in item number 3300-04).	Date of withdrawal + 2 years.	**Retention Note:** It is an exception to the retention period given for the immunization record that if immunizations are performed by school nurses or other medical technicians employed by the school district, the immunization record and parental consent forms for the administration of vaccine must be retained by the school until the person receiving the vaccine is 20 years old or 10 years after the consent form was signed, whichever later.
SD3300-08b	**IMMUNIZATION RECORDS**	Annual reports of immunization status.	3 years.	
SD3300-09	**PHYSICIAN REFERRALS AND REPORTS**	Copies of referrals to physicians, including any attached screening worksheets, and reports from physicians on referred health matters.	AV after entry of information on Cumulative Health Record.	
SD3300-10	**REPORTS TO ENFORCEMENT AGENCIES**	Copies of reports on child abuse or neglect, communicable disease, dog bites, drug offenses, missing children, or sexually transmitted disease submitted to the Texas Department of State Health Services, the Texas Health and Human Services Commission, or local law enforcement and animal control agencies.	2 years.	
SD3300-11	**SPECIAL HEALTH CARE RECORDS**			
SD3300-11a	**SPECIAL HEALTH CARE RECORDS**	Logs or reports of medications or treatment administered to students on a group or individual basis.	3 years.	
SD3300-11b	**SPECIAL HEALTH CARE RECORDS**	Parent's requests and physician's authorizations for specialized health care.	End of validity of request or authorization + 2 years.	

PART 6: INSTRUCTION AND GRADE REPORTING RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3325-01	**CURRICULUM GUIDES**	A set of high level instruction guidelines that integrate TEKS and standardized testing (STAAR, TAKS) expectations into a broad outline of what will be taught.	US.	
SD3325-02	**GRADE BOOKS**	Instructor's records documenting individual grades earned by a student and any corresponding average(s) of individual grades used to make entries in the academic achievement or cumulative record.	1 year after entry of grades in the academic achievement or cumulative record.	
SD3325-03	**GRADE REPORTS**	Periodic grade reports created for internal administrative purposes, providing data on grades or grade rankings by class, teacher, campus, course, population, ethnic breakdown, etc. *except* reports of the type noted in item number SD3325-05.	AV.	
SD3325-04	**LESSON PLANS**	Teacher-specific documents regarding implementation of curriculum guide, selection of classroom materials and homework.	Until end of school year.	
***SD3325-05**	**REPORT CARDS**	Copies of report cards or grade reports or a comparable record evidencing the grades that have been reported for a student to the student's parents.	1 year after entry of grades in the academic achievement or cumulative record.	**Retention Note:** If copies of report cards or grade reports are the only record of grades received in K-8, follow SD3200-01b. If they are the only record of grades received in 9-12, follow SD3200-01a).

PART 7: DISCIPLINE AND COUNSELING RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3350-01	**DISCIPLINE RECORDS**	Records relating to the discipline, corporal punishment, suspension, and expulsion of students maintained by superintendents, principals, and counselors, including parental conference reports and correspondence with parents.		
***SD3350-01a**	**DISCIPLINE RECORDS**	Records relating to removal to a Disciplinary Alternative Education Program, suspension, or expulsion.	5 years.	
SD3350-01b	**DISCIPLINE RECORDS**	Records relating to forms of discipline other than removal to a Disciplinary Alternative Education Program, suspension, or expulsion.	AV.	
SD3350-02	**STUDENT GUIDANCE AND COUNSELING FILES**	Individual student counseling files maintained by school counselors, including parental conference reports.	AV.	**Retention Note:** Guidance and counseling records created by participation in special programs described in Part 3 of this schedule must be retained for the same period as Student Records in the appropriate section. If the records created in a federally funded project or program, the retention period is instead cessation of services + 5 years.
***SD3350-03**	**LAW ENFORCEMENT NOTIFICATIONS**	Notification from a law enforcement agency of the arrest of a student enrolled in a public primary or secondary school in accordance with Code of Criminal Procedure, art. 15.27.	Destroy at the end of the school year in which notification was issued.	By law – Texas Education Code, 37.017. **Retention Note:** Texas Education Code §37.017 prohibits law enforcement notification to be attached to student's permanent academic record (SD3200-01a).

PART 8: ADULT AND VOCATIONAL EDUCATION RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
***SD3375-01**	**CLASS ORGANIZATION REPORTS AND ROSTERS**		5 years.	See retention note (b) on page 6.
***SD3375-02**	**CURRICULUM PLANNING DOCUMENTATION**	Project and study plans developed by instructors in vocational education, including those for vocational summer work.	5 years.	See retention note (b) on page 6.
***SD3375-03**	**FOLLOW-UP REPORTS**	Reports on post-instructional experience of leavers and completers of vocational education programs.	5 years.	See retention note (b) on page 6.
***SD3375-04**	**STUDENT RECORDS**	Cooperative training plans; applications for participation in work study programs; student rating forms, progress reports, and record cards; individual follow-up records; and similar records of assignments to and the completion by a student of vocational education projects and tasks.	End of enrollment + 5 years.	See retention note (b) on page 6.

PART 9: DRIVERS EDUCATION RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
***SD3400-01**	**STUDENT RECORDS**	Individual records of students enrolled in driver's education.	5 years.	See retention note (b) on page 6.
***SD3400-02**	**STUDENT ROSTERS**		5 years, if used in lieu of individual student records; otherwise AV.	
SD3400-03	**INSTRUCTIONAL CHECKLISTS**	Documents, including grading sheet, completed by certified instructor during driving instruction.	1 year after entry of scores and other data in student individual record or rosters.	

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3400-04	**LICENSING AND COMPLETION FORMS**	Any copies of forms or certificates maintained in student files relating to applications for drivers licenses, course completions, insurance discount forms, and notices of cancellation.	AV.	
SD3400-05	**REQUESTS FOR RECOGNITION OF COMPLETION DOCUMENTS**		AV.	

PART 10: ACCREDITATION RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3425-01	**ACCREDITATION REPORTS**			
SD3425-01a	**ACCREDITATION REPORTS**	Reports to the Texas Education Agency on accreditation planning or the self-monitoring of progress toward the achievement of goals.	AV after subsequent accreditation.	
SD3425-01b	**ACCREDITATION REPORTS**	Accreditation investigative reports from the Texas Education Agency to the board of trustees of a school district.	PERMANENT.	
***SD3425-02**	**[WITHDRAWN – SEE GR1000-41]**			
***SD3425-03**	**DISTRICT IMPROVEMENT PLAN**	Plan and supporting documentation developed, evaluated, and revised annually, in accordance with district policy, by the superintendent.	US + 5 years.	
***SD3425-04**	**CAMPUS IMPROVEMENT PLAN**	Plan and supporting documentation developed, reviewed, and revised each school year by the principal of each school campus for the purpose of improving student performance for all student populations.	US + 2 years.	

PART 11: FOOD SERVICE RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3450-01	**CERTIFICATES OF AUTHORITY**	Authorizations for persons to act on behalf of a school district in school lunch matters.	Date rescinded or terminated + 5 years.	
SD3450-02	**DAILY FOOD SERVICE RECORDS**	Daily record of full-price, reduced-price, and free breakfasts and lunches served.	End of program year + 5 years.	
SD3450-03	**FOOD AND FOOD EQUIPMENT INVENTORY RECORDS**	Inventory records of food and food equipment.	End of program year + 5 years.	
SD3450-04	**FREE OR REDUCED-PRICE MEAL RECORDS**			
SD3450-04a	**FREE OR REDUCED-PRICE MEAL RECORDS**	Applications from parents for free or reduced-price breakfasts or lunches, and rosters or lists of eligible students.	End of program year + 5 years.	
SD3450-04b	**FREE OR REDUCED-PRICE MEAL RECORDS**	Policy statements on free and reduced-price meals.	US + 5 years.	
SD3450-05	**HEALTH INSPECTION REPORTS**		End of program year + 5 years.	
SD3450-06	**MENU RECORDS**	Daily menus and related planning records.	End of program year + 5 years.	

PART 12: TEXTBOOK RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3475-01	**ANNUAL MEMBERSHIP REPORT**		AV.	Obsolete record.
SD3475-02	**LOCAL TEXTBOOK COMMITTEE REPORT**		AV.	Obsolete record.
SD3475-03	**[WITHDRAWN – SEE GR1000-25]**			
SD3475-04	**TEXTBOOK INVENTORY AND DISTRIBUTION CONTROL RECORDS**			

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3475-04a	**TEXTBOOK INVENTORY AND DISTRIBUTION CONTROL RECORDS**	Inventories.	US + 1 year.	
SD3475-04b	**TEXTBOOK INVENTORY AND DISTRIBUTION CONTROL RECORDS**	Book cards or records comparable in function documenting what books were distributed to each student and similar records documenting their return or non-return.	End of school year or date of withdrawal, + 3 years.	
SD3475-04c	**TEXTBOOK INVENTORY AND DISTRIBUTION CONTROL RECORDS**	Records documenting the distribution, transfer, and return of textbooks on a campus by campus basis.	End of school year.	
SD3475-04d	**TEXTBOOK INVENTORY AND DISTRIBUTION CONTROL RECORDS**	Notification or reports of state-owned textbooks that have been destroyed.	2 years.	
SD3475-05	**TEXTBOOK PROCUREMENT RECORDS**			
SD3475-05a	**TEXTBOOK PROCUREMENT RECORDS**	Requisitions and supplemental requisitions for textbooks, learning systems, and related materials, including those for use by visually disabled students, placed with the Texas Education Agency (TEA), the Texas Instructional Materials Center for the Visually Impaired, or other vendors as may be permitted by law or regulation, including supporting documentation such as statements of charges, packing slips, freight bills, and shipment-error reports.	FE + 2 years.	
SD3475-05b	**TEXTBOOK PROCUREMENT RECORDS**	Order notifications from the Texas Education Agency (TEA) concerning processing of textbook orders.	AV.	Obsolete record.
SD3475-05c	**TEXTBOOK PROCUREMENT RECORDS**	Documentation relating to the procurement of sample textbooks, learning systems, and related materials.	AV after receipt and reconciliation of shipment.	
SD3475-06	**TEXTBOOK SALES AND DISPOSITION RECORDS**			

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3475-06a	**TEXTBOOK SALES AND DISPOSITION RECORDS**	State textbook sales invoices and acknowledgment statements, logs (district and campus) of textbooks paid for, payment or reduced payment waivers, payment account cards, and any district forms used for the transmittal of textbook funds from campuses to the textbook coordinator.	FE + 2 years.	
SD3475-06b	**TEXTBOOK SALES AND DISPOSITION RECORDS**	Records relating to the disposition by donation or destruction of textbooks and other instructional materials after discontinued for use in public schools.	AV.	

PART 13: SCHOOL TRANSPORTATION RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3500-01	**APPLICATIONS FOR NEW TRANSPORTATION PROGRAMS**	Requests to the Texas Education Agency for approval of state funds for eligible student transportation services.	FE + 5 years.	
SD3500-02	**CONTRACTS FOR TRANSPORTATION SERVICES**	Contracts with public or commercial companies for pupil transportation services, including copies of applications to the Texas Education Agency (TEA) for contract approval.	4 years after the expiration or termination of the contract according to its terms.	
SD3500-03	**DRIVERS RECORDS** (see also Section 3-1 of Local Schedule GR)			
SD3500-03a	**DRIVERS RECORDS** (see also Section 3-1 of Local Schedule GR)	Medical examination reports.	US + 3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3500-03b	**DRIVERS RECORDS** (see also Section 3-1 of Local Schedule GR)	School bus driver training certification verifications.	US, expires, or termination + 5 years.	
SD3500-03c	**DRIVERS RECORDS** (see also Section 3-1 of Local Schedule GR)	Driver's license record checks.	US or date of separation + 2 years, as applicable.	
SD3500-04	**ELIGIBLE RIDER DOCUMENTATION**	Documentation, maintained in the form of lists of actual bus riders by name and route number, including all associated records providing source information needed to complete ridership sections of state-required pupil transportation reports (see item number SD3500-05).	3 years.	
SD3500-05	**PUPIL TRANSPORTATION REPORTS**	Annual reports to the Texas Education Agency on the number of pupils transported by school bus or private means (including route mileage), used by the agency to determine transportation allotments.	3 years.	**Retention Note:** This record group includes requests for approval of bus routes, now part of the Regular Pupil Transportation Report, but submitted separately in prior years.
SD3500-06	**ROUTE DESCRIPTIONS**	A turn-by-turn accounting for each approved route, specifying road designations and corresponding mileages.	US + 3 years.	
SD3500-07	**SCHOOL TRANSPORTATION COST AND MAINTENANCE RECORDS**			

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3500-07a	**SCHOOL TRANSPORTATION COST AND MAINTENANCE RECORDS**	Vehicle master record containing the following: complete description including identification and license numbers; title and registration papers; annual beginning and ending odometer readings; total annual fuel, maintenance, labor, and parts costs; and complete maintenance and inspection history (in summary form showing date and nature of inspection, service, and repair).	LA.	**Retention Notes:** a) This schedule does not require the creation of a vehicle master record of the type described, but if a vehicle master record is not maintained, records containing the prescribed information must be retained for the life of the vehicle. For example, if work orders in SD3500-07b are the only record maintained of repairs to school buses, they must be retained for the life of the vehicle. b) If a school bus is salvaged as the result of an accident, the vehicle master record or, if one is not created, documents providing the types of information prescribed, must be retained for LA + 1 year.
SD3500-07b	**SCHOOL TRANSPORTATION COST AND MAINTENANCE RECORDS**	Service requests/work orders.	2 years.	
SD3500-07c	**SCHOOL TRANSPORTATION COST AND MAINTENANCE RECORDS**	Daily activity reports compiled by vehicle shop personnel and/or drivers showing fuel and oil consumption, odometer readings, routine inspections, etc., from which data is derived for operating cost reports and the vehicle master record.	2 years.	
SD3500-07d	**SCHOOL TRANSPORTATION COST AND MAINTENANCE RECORDS**	School bus usage reports for extracurricular activities, field trips, or for private purposes under contract needed for compiling annual operating costs reports under (e).	2 years.	
SD3500-07e	**SCHOOL TRANSPORTATION COST AND MAINTENANCE RECORDS**	Annual operation cost reports submitted to the Texas Education Agency.	FE + 5 years.	
SD3500-08	**[WITHDRAWN – SEE GR1075-03a]**			

Record Number	Record Title	Record Description	Retention Period	Remarks
***SD3500-09**	**SCHOOL BUS SURVEILLANCE VIDEO**			
***SD3500-09a**	**SCHOOL BUS SURVEILLANCE VIDEO (no incident)**	Video recorded where no incident occurs.	AV.	**Retention Note:** The Texas State Library and Archives Commission strongly urges, but does not require, retaining school bus surveillance videos for a minimum of ten school days as recording technology permits.
***SD3500-09b**	**SCHOOL BUS SURVEILLANCE VIDEO (incident)**	Video that records an incident.	30 days after incident resolved or verdict is rendered.	

PART 14: SCHOOL SAFETY RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3525-01	**EVACUATION AND FIRE EXIT PLANS**		US.	
SD3525-02	**FIRE DRILL RECORDS**	Records of fire drills, including schedules, reports, correspondence with fire departments, and associated documentation.	3 years.	
SD3525-03	**FIRE SAFETY INSPECTION REPORTS**		5 years.	

PART 15: FINANCIAL RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3550-01	**[WITHDRAWN – SEE LOCAL SCHEDULE GR, PART 2]**			
SD3550-02	**[WITHDRAWN – SEE GR1000-41]**			

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3550-03	**[WITHDRAWN – SEE LOCAL SCHEDULE GR, PART 2]**			

PART 16: PERSONNEL AND STAFFING RECORDS

Retention Notes: a) This part supplements and should be used in conjunction with Part 3 of Local Schedule GR.

b) If the retention period for a record in this part is given as US or as US + a specific number of years and the person to whom the record relates ceases employment before supercession occurs, the date of separation shall also be considered the date of supercession for records retention purposes.

SECTION 16-1: INDIVIDUAL EMPLOYEE RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3575-01	**ABSENCE FROM DUTY REPORTS**		4 years.	
SD3575-02	**APPLICATIONS AND RECOMMENDATIONS FOR PROFESSIONAL OR PARAPROFESSIONAL CERTIFICATES OR PERMITS, COPIES OF**	Copies of applications/recommendations endorsed by the superintendent or other authorized school official and forwarded by the district or the applicant to the Texas Education Agency for the purposes of certification or review of qualifications.		
SD3575-02a	**APPLICATIONS AND RECOMMENDATIONS FOR PROFESSIONAL OR PARAPROFESSIONAL CERTIFICATES OR PERMITS, COPIES OF**	Application for Nonrenewable Permit.	Date of expiration or denial of permit + 1 year.	

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3575-02b	**APPLICATIONS AND RECOMMENDATIONS FOR PROFESSIONAL OR PARAPROFESSIONAL CERTIFICATES OR PERMITS, COPIES OF**	All others.	AV.	
SD3575-03	**AUDIT VERIFICATION CARDS**		US, but see retention note.	**Retention Note:** The most recent audit verification card present in his or her personnel file upon separation of an employee must be retained PERMANENTLY and should be considered an addendum to the Teacher Service Record (see item number GR1050-12 in Local Schedule GR).
SD3575-04	**TEMPORARY TEACHING STATUS AUTHORIZATIONS**	Out of state certificates, deficiency plans, and other documents temporarily authorizing a person to teach in the district until a Texas teaching certificate is obtained.	Until replaced by Texas teaching certificate or date of separation +5 years, as applicable.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***SD3575-05**	**PERFORMANCE APPRAISAL RECORDS**	Records related to evaluating the performance of a teacher. Currently, teachers are evaluated under T-TESS or a locally developed appraisal system as required by Texas Education Code, Chapter 21, subchapter H. This series also includes records in prior systems: the Professional Development and Appraisal System (PDAS) and its local equivalent implemented on a statewide basis in the 1997-1998 school year; the Texas Teacher Appraisal System (TTAS) implemented on a statewide basis in the 1986-1987 school year and used through the 1996-1997 school year for the career ladder appraisal process; and TTAS functional equivalents used in districts for teacher performance appraisals for the 1983-1984, 1984-1985, and 1985-1986 school years.		**Retention Notes:** For teacher appraisal records prior to the 1983-1984 school year see item number GR1050-21 in Local Schedule GR.
SD3575-05a	**PERFORMANCE APPRAISAL RECORDS**	Appraisal record (including documentation submitted by the teacher).	PERMANENT.	
SD3575-05b	**PERFORMANCE APPRAISAL RECORDS**	Observation/evaluation forms (including documentation submitted by the teacher).	US + 2 years or date of separation + 2 years, whichever sooner.	By regulation – 29 CFR 1620.32(c).
SD3575-05c	**PERFORMANCE APPRAISAL RECORDS**	Notes taken by appraisers during observations or similar written documentation created by the teacher's supervisor that, in combination with the formal observation, is used to determine credit for the criteria and indicators on the observation/evaluation forms.	Date teacher signs for receipt of observation/evaluation form + 2 years.	
***SD3575-05d**	**PERFORMANCE APPRAISAL RECORDS**	Teacher assessments of instructional goals and outcomes.	AV.	
SD3575-05e	**PERFORMANCE APPRAISAL RECORDS**	Professional growth plans.	4 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3575-05f	**PERFORMANCE APPRAISAL RECORDS**	Grievance and response documents.	For the same period as the appraisal record to which they relate.	**Retention Note:** For employee grievance records other than those relating to performance appraisals see item number GR1050-20 in Local Schedule GR.
SD3575-06	**SERVICE RECORD AFFIDAVITS**	Affidavits attached to teacher service record claiming months served prior to the 1949-50 school year.	PERMANENT.	
SD3575-07	**[WITHDRAWN – SEE SD3575-04]**			
SD3575-09	**TEACHER CERTIFICATE REGISTERS**	Abstracts or record copies of teacher certificates of teachers working in the district. This was a standard record of county superintendents of schools.	PERMANENT.	**Retention Note:** For current Teacher Service Record, see GR1050-12.
***SD3575-11**	**CRIMINAL HISTORY CHECKS**		Must be destroyed 1 year after received or date information used for the authorized purpose, whichever sooner.	By law – Government Code §411.097(d)(3) and Texas Education Code 22.08391(a)(3). **Retention Note:** This record series is only for public school employees; for all other government employees, see item number GR1050-36 in Local Schedule GR.
***SD3575-12**	**ALTERNATIVE CERTIFICATION PROGRAMS (ACPs)**	Certification to become a teacher documents include applications to the program, transcripts, observation notes for student teachers.	Date of completion, withdrawal, discharge, or release from program + 5 years.	By regulation – 19 TAC 228.40(f).

SECTION 16-2: STAFFING RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3575-16	**PERSONNEL ROSTERS**	Including those detailing assignments to grades, courses, etc.	3 years.	
***SD3575-17**	**PERSONNEL UNIT REQUIREMENT CALCULATION WORKSHEETS**		AV.	
SD3575-18	**SUBSTITUTE TEACHING ROSTERS**		3 years.	

PART 17: MISCELLANEOUS REPORTS AND SURVEYS

Record Number	Record Title	Record Description	Retention Period	Remarks
***SD3600-01**	**PUBLIC EDUCATION INFORMATION MANAGEMENT SYSTEM (PEIMS) DATA SUBMISSIONS**		5 years.	
SD3600-02	**DATA VERIFICATION REPORTS**	Data printouts or reports from the Texas Education Agency (TEA) or other agencies provided for informational purposes showing data received and entered in Texas Education Agency (TEA) or other agency databases. For example, reports sent by Texas Education Agency (TEA) or an educational service center showing data received and entered as the result of Public Education Information Management System (PEIMS) data submissions fall under this record group as well as any retained copies of data verification reports returnable to Texas Education Agency (TEA), such as forms used to confirm and/or update data for the Texas School Directory.	AV.	**Retention Note:** Records management officers should use caution in assigning this record series to records of a local government to make certain they are not part of another records series listed in this schedule or, for records series unique to a government, are not part of a records series that documents the fulfillment of the statutory obligations of the government or the documentation of its functions.

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3600-03	**SURVEYS**	Surveys, questionnaires, opinion polls, and similar documents received from the Texas Education Agency or other agencies, completed and returned by the superintendent or other school official, and used by the surveying agency for the preparation of needs assessments or statistical reports and not for the specific purpose of monitoring compliance with a required or grant-funded program in the respondent district. 1) Education Service Centers 2) School districts	 5 years. AV.	

PART 18: MISCELLANEOUS RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3625-01	**PROGRAM APPROVAL APPLICATIONS**	Applications and supporting documentation for local programs that must be approved by the Texas Education Agency before implementation but which do not involve the allocation of state or federal funds controlled by the agency.		
SD3625-01a	**PROGRAM APPROVAL APPLICATIONS**	Applications approved.	US + 5 years or life of program + 5 years, whichever applicable.	

Record Number	Record Title	Record Description	Retention Period	Remarks
SD3625-01b	**PROGRAM APPROVAL APPLICATIONS**	Applications not approved.	AV.	
SD3625-02	**REQUESTS FOR WAIVER OF TEXAS EDUCATION AGENCY POLICIES AND RULES**	Requests and renewals of requests for waivers of Texas Education Agency policies and rules, including any attached documentation.		
SD3625-02a	**REQUESTS FOR WAIVER OF TEXAS EDUCATION AGENCY POLICIES AND RULES**	Requests granted.	5 years.	
SD3625-02b	**REQUESTS FOR WAIVER OF TEXAS EDUCATION AGENCY POLICIES AND RULES**	Requests not granted.	AV.	
SD3625-03	**SCHOOL CALENDAR**		US + 2 years.	
SD3625-04	**UNIVERSITY INTERSCHOLASTIC LEAGUE RECORDS**	Correspondence, schedules, rosters, reports, records of participation, and similar documentation, *except* financial records (see Local Schedule GR), concerning the participation of a district in academic, music, and athletic contests and programs governed by the University Interscholastic League.	2 years.	
***SD3625-05**	**EXTRACURRICULAR ACTIVITY RECORDS**	Application, selection, and evaluation records for participation in extracurricular activities (cheerleading, National Honor Society, student council, etc.)	2 years.	
***SD3625-06**	**STUDENT DRUG/ALCOHOL TEST RESULTS**			**Retention Note:** TSLAC recommends districts maintain these records separate from student cumulative folder. Follow all applicable state and federal laws controlling access and sharing of this information.
***SD3625-06a**	**STUDENT DRUG/ALCOHOL TEST RESULTS (negative results)**	Negative Results.	1 year.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***SD3625-06b**	**STUDENT DRUG/ALCOHOL TEST RESULTS (positive results)**	Positive Results or Refusal Form.	Date of withdrawal, or 5 years, whichever sooner.	
***SD3625-07**	**VISITOR LOGS**	Logs, registers, or similar records documenting visitors.	3 years.	
***SD3625-08**	**PARKING DECAL/PERMIT RECORDS**		US or expiration of permit.	

PART 19: LIBRARY RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
***SD3650-01**	**ACCESSION/DEACCESSION RECORDS**	Records used to update library catalogs or inventory records of the accession through purchase or gift or the deaccession through loss or withdrawal of library and museum materials.	AV.	**Retention Note:** This record series does not include the record copy of purchase requisitions or orders or accounts payable documentation. See item numbers GR1025-26 and GR1075-03 in Local Schedule GR.
***SD3650-02**	**BORROWER REGISTRATION RECORDS**	Records documenting the registration of borrowers.	AV.	
***SD3650-03**	**CIRCULATION RECORDS**	Records documenting the circulation of library materials to individual borrowers.	AV.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***SD3650-04**	**INTERLIBRARY LOAN RECORDS**	Records relating to the lending and borrowing of library materials through interlibrary loan.	AV.	**Retention Note:** It is an exception to the retention period for this item that if interlibrary loan services are funded by indirect grants from the U.S. Department of Education, the record copy of documents evidencing interlibrary loan activity must be retained for FE + 7 years. See introductory retention note concerning grant records in Part 2 of Local Schedule GR.
***SD3650-05**	**INVENTORY RECORDS**	Shelf lists or equivalent records showing current library and museum holdings.	US.	
***SD3650-06**	**LIBRARY CATALOGS**		US.	

Comments or complaints regarding the programs and services of the
Texas State Library and Archives Commission can be addressed to the
Director and Librarian, PO Box 12927, Austin, TX 78711-2927.
512-463-7610

Copies of this publication are available in alternative format upon request.

LOCAL SCHEDULE GR

(Revised Fifth Edition)

RETENTION SCHEDULE FOR RECORDS COMMON TO ALL LOCAL GOVERNMENTS

This schedule establishes mandatory minimum retention periods for records that are usually found in all local governments, regardless of type. No local government office may dispose of a record listed in this schedule prior to the expiration of its retention period. A records control schedule of a local government may not set a retention period that is less than that established for the record in this schedule. Original paper records may be disposed of prior to the expiration of their minimum retention periods if they have been microfilmed or electronically stored pursuant to the provisions of the Local Government Code, Chapter 204 or Chapter 205, as applicable, and rules of the Texas State Library and Archives Commission adopted under those chapters. Actual disposal of such records by a local government is subject to the policies and procedures of its records management program.

Destruction of local government records contrary to the provisions of the Local Government Records Act of 1989 and administrative rules adopted under it, including this schedule, is a Class A misdemeanor and, under certain circumstances, a third degree felony (Penal Code, Section 37.10). Anyone destroying local government records without legal authorization may also be subject to criminal penalties and fines under the Public Information Act (Government Code, Chapter 552).

INTRODUCTION

The Government Code, Section 441.158, provides that the Texas State Library and Archives Commission shall issue records retention schedules for each type of local government, including a schedule for records common to all types of local government. The law provides further that each schedule must state the retention period prescribed by federal or state law, rule of court, or regulation for a record for which a period is prescribed; and prescribe retention periods for all other records, which periods have the same effect as if prescribed by law after the records retention schedule is adopted as a rule of the Commission. If applicable, the wording of the records series will match that of any federal or state law, rule of court, or regulation, and citation to law, rule, or regulation will be provided in the Remarks section.

Retention periods listed in this schedule apply to records in any medium. If records are stored electronically, they must remain available and accessible until the retention period assigned by this schedule, along with any hardware or software required to access or read them. Electronic records may include electronic mail (e-mail), websites, electronic publications, or any other machine-readable format. Paper or microfilm copies may be retained in lieu of electronic records.

The use of social media applications may create public records. Any content (messages, posts, photographs, videos, etc.) created or received using a social media application may be considered records and should be managed appropriately. The retention of social media records is based on content and function. Local governments will need to consult the relevant records retention schedule for the minimum retention periods.

Unless otherwise stated, the retention period for a record is in calendar years from the date of its creation. The retention period, applies only to an official record as distinct from convenience or working copies created for informational purposes. Where several copies are maintained, each local government should decide which shall be the official record and in which of its divisions or departments it will be maintained. Local governments in their records management programs should establish policies and procedures to provide for the systematic disposal of copies.

A local government record whose retention period has expired may not be destroyed if any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record is initiated; its destruction shall not occur until the completion of the action and the resolution of all issues that arise from it.

A local government record whose retention period expires during any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record may not be destroyed until the completion of the action and the resolution of all issues that arise from it.

If a record described in this schedule is maintained in a bound volume of a type in which pages were not meant to be removed, the retention period, unless otherwise stated, dates from the date of last entry.

If two or more records listed in this schedule are maintained together by a local government and are not severable, the combined record must be retained for the length of time of the component with the longest retention period. A record whose minimum retention period on this schedule has not yet expired and is **less than permanent** may be disposed of if it has been so badly damaged by fire, water, or insect or rodent infestation as to render it unreadable, or if portions of the information in the record have been so thoroughly destroyed that remaining portions are unintelligible. If the retention period for the record is **permanent** in this schedule, authority to dispose of the damaged record must be obtained from the Director and Librarian of the Texas State Library and Archives Commission. A Request for Authority to Destroy Unscheduled Records (Form SLR 501) should be used for this purpose.

Certain records listed in this schedule are assigned the retention period of AV (as long as administratively valuable). This retention period affords local governments the maximum amount of discretion in determining a specific retention period for the record described.

Use of Asterisk (*)

The use of an asterisk in this edition of Local Schedule GR indicates that the record is either new to this edition, the retention period for the record has been changed, or amendments have been made to the description of or remarks concerning the record. An asterisk is not used to indicate minor amendments to grammar or punctuation.

ABBREVIATIONS USED IN THIS SCHEDULE

AV - As long as administratively valuable
FE - Fiscal year end
TAC - Texas Administrative Code
US - Until superseded
LA – Life of asset
CE – Calendar year end

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PART 1: ADMINISTRATIVE RECORDS

SECTION 1-1: RECORDS OF GOVERNING BODIES

Retention Note: SCOPE OF SECTION - The retention periods established in this section also apply to the records of subsidiary boards, bureaus, commissions, or committees established by the governing body of a local government that have rulemaking or quasi-judicial authority over any activity or program of the government or that were established by ordinance, order, or resolution for the purposes of advising the governing body or a subsidiary body on policy. Consequently, the use of the term "governing body" in a records description includes the corresponding records of those subsidiary bodies.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-01	**AGENDAS**			
GR1000-01a	**AGENDAS**	Open meetings. 1) If the minutes describe each matter considered by the governing body and reference to an agenda **is not** required. 2) If the minutes **do not** describe each matter considered by the governing body and reference to an agenda **is** required.	 2 years. PERMANENT.	
GR1000-01b	**AGENDAS**	Certified agendas of closed meetings.	2 years.	By law - Government Code, Section 551.104(a).
GR1000-02	**DEDICATIONS**		PERMANENT.	
***GR1000-03**	**MINUTES**			**Retention Note:** The use of the term "audiovisual recordings" in (c)-(f) means any medium on which audio or a combination of audio and video is recorded.
GR1000-03a	**MINUTES**	Written minutes.	PERMANENT.	
GR1000-03b	**MINUTES**	Notes taken during meetings from which written minutes are prepared.	90 days after approval of minutes by the governing body.	
***GR1000-03c**	**MINUTES**	Audiovisual recordings of open meetings, except as described in (d), for which written minutes **are not** prepared.	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1000-03d**	**MINUTES**	Audiovisual recordings of workshop sessions of governing bodies in which votes are not made and written minutes **are not** required by law to be taken.	2 years.	
***GR1000-03e**	**MINUTES**	Audiovisual recordings of open meetings for which written minutes **are** prepared.	90 days after approval of minutes by the governing body.	
***GR1000-03f**	**MINUTES**	Certified audiovisual recordings of closed meetings.	2 years.	By law - Government Code, Section 551.104(a).

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-03g	**MINUTES**	Supporting documentation - One copy of each document **of any type** submitted to a meeting of a governing body for consideration, approval, or other action; **if** such action is reflected in the minutes of the meeting.	2 years.	**Retention Notes:** a) The retention periods for many of the documents submitted to a governing body for action are established elsewhere in this or other commission schedules and are often longer than the 2-year retention period for supporting documentation set here. The 2-year retention requirement does not override a longer retention requirement set elsewhere, but rather is meant to ensure that **all** documents presented for action by a governing body are retained at least two years. This schedule does not require that supporting documentation be maintained together, but the retention by the clerk or secretary to the governing body of one set of the documents submitted at each meeting (often called "council packets" in municipalities) for two years would ensure satisfaction of the minimum retention requirement. Clerks or secretaries to governing bodies should exercise caution in disposing of supporting documentation to avoid destruction of the record copy of a document for which they are custodian before the expiration of its retention period. b) Review before disposal; some supporting documentation, not already required to be maintained **PERMANENTLY** elsewhere in this or other commission schedules, may merit **PERMANENT** retention for historical reasons.
GR1000-04	**OPEN MEETING NOTICES**		2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1000-05**	**ORDINANCES, ORDERS, AND RESOLUTIONS**		PERMANENT.	**Retention Note:** Includes ordinances, orders, or resolutions that have been repealed, revoked, or amended.
GR1000-06	**PETITIONS**	Petitions from the public to the governing body or subsidiary boards or commissions of a local government.	Final action on the petition + 2 years.	**Retention Notes:** a) Does not include petitions noted elsewhere in this or other commission schedules or any petition presented to a commissioners court that state law requires a county clerk to record. See Local Schedule CC (Records of County Clerks). b) "Final action" includes a decision to take no further action on a petition.
GR1000-07	**PROCLAMATIONS**		2 years.	
***GR1000-08**	**SPEECHES, PAPERS, AND PRESENTATIONS– ELECTED OFFICIALS**	Notes or text of speeches, papers, presentations or reports delivered in conjunction with government work by elected officials.	End of term in office or termination of service in that position.	**Retention Notes**: a) For speeches, papers, and presentations of other local government staff see GR1000-51. b) Review before disposal; some records may merit **PERMANENT** retention for historical reasons.
***GR1000-09**	**PUBLIC COMMENT FORMS**	Public comment forms, citizen comment forms, registration cards, or other similar documents filled out by members of the public wishing to speak at an open meeting.	2 years.	**Retention Note:** If all information from the public comment form is documented in written minutes of the meeting, the public comment form need only be retained for the retention period listed in GR1000-03b.

SECTION 1-2: GENERAL RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1000-20**	**ACCIDENT REPORTS**	Reports of accidents to persons on local government property or in any other situation in which a local government could be party to a lawsuit.		**Retention Note:** For reports of work-related injuries and illnesses to employees see GR1050-32.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-20a	**ACCIDENT REPORTS**	Reports of accidents to adults.	3 years from date of report if no claim is filed; 3 years after settlement or denial of the claim if a claim is filed, whichever applicable.	
GR1000-20b	**ACCIDENT REPORTS**	Reports of accidents to minors.	Date minor reaches majority age + 3 years, if no claim filed; 3 years after settlement or denial of claim if a claim is filed, whichever applicable.	
***GR1000-21**	**AFFIDAVITS OF PUBLICATION**	Affidavits of Publication, including any accompanying clipping proofs or tear sheets.		
***GR1000-21a**	**AFFIDAVITS OF PUBLICATION**	Publication of municipal ordinances.	PERMANENT.	**Retention Note:** It is an exception to the permanent retention period that affidavits of publication and associated documentation for ordinances that are codified or re-codified may be disposed of after the effective date of the new code.
***GR1000-21b**	**AFFIDAVITS OF PUBLICATION**	Election notices. 1) In an election involving a federal office. 2) In an election **not** involving a federal office.	 Election day + 22 months. Election day + 6 months.	By law – Election Code, Sections 4.005(d) and 66.058(a).
GR1000-21c	**AFFIDAVITS OF PUBLICATION**	All other published legal notices.	2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-22	**ANNEXATION, DISANNEXATION, ABOLITION, AND OTHER JURISDICTIONAL RECORDS**	Records relating to the annexation or disannexation of territory to or from a local government, to its abolition, or to other actions which affect its territorial jurisdiction or service area, including reports, correspondence, records of public hearings, agreements, and similar records.	PERMANENT.	**Retention Note:** A contract or agreement relating to territorial jurisdiction or the delivery of services between two or more governments (e.g., between a city and a county for fire services in an unincorporated area) must be kept for the retention period in item number GR1000-25.
***GR1000-23**	**CHARTERS**	Charters, Articles of Incorporation, Orders of Incorporation, Orders of Change, or other similar documents used to establish or modify the administration of a local government.	PERMANENT.	
***GR1000-24**	**COMPLAINTS**	Complaints received from the public by a governing body or any officer or employee of a local government relating to government employees, policies, etc.	Resolution or dismissal of complaint + 2 years.	**Retention Notes:** a) The 2-year retention period applies only to complaints of a general nature that do not fall into a different category of complaint noted in this or other commission schedules. For example, complaints from the public about potential fire hazards are scheduled in Local Schedule PS (Records of Public Safety Agencies) and have a longer retention period. b) For complaints received from local government employees see GR1050-20.
***GR1000-25**	**CONTRACTS, LEASES, AND AGREEMENTS**	Contracts, leases, and agreements, including reports, correspondence, performance bonds, certificates of liability, and similar records relating to their negotiation, administration, renewal, or termination, **except** construction contracts (see item number GR1075-16).	4 years after the expiration or termination of the instrument according to its terms.	**Retention Note:** Review before disposal; some records of this type may merit **PERMANENT** retention for historical reasons.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-26	**CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES**			**Retention Note:** The minimum retention period for correspondence or internal memoranda in categories (a) and (b) directly linked to another record series or group listed in this or other commission schedules is that assigned to the other group or series. For example, a letter from an external auditor regarding an audit of a local government's financial records should be retained for the retention period given under item number GR1025-01(e); a letter concerning a workers compensation claim should be retained for the period given under item number GR1050-32, etc. The retention periods that follow are for correspondence and internal memoranda that do not readily fall within other record groups.
GR1000-26a	**CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES**	Administrative – Incoming/outgoing and internal correspondence pertaining to the formulation, planning, implementation, modification, or redefinition of the programs, services, or projects of a local government and the administrative regulations, policies, and procedures that govern them. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities, and topics.	4 years.	**Retention Note:** Review before disposal; some correspondence of this type may merit **PERMANENT** retention for historical reasons.
***GR1000-26b**	**CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES**	General – Incoming/outgoing and internal correspondence pertaining to the regular operation of the policies, programs, services, or projects of a local government. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities, and topics.	2 years.	**Retention Note**: Records management officers should use caution before disposal of these records to ensure the records should not be classified under administrative correspondence (GR100-26a).

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-26c	**CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES**	Routine - Correspondence and internal memoranda such as letters of transmittal, requests for publications, internal meeting notices, and similar routine matters. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities, and topics.	AV.	
***GR1000-27**	**DEEDS**	Deeds, title opinions, abstracts and certificates of title, title insurance, documentation concerning alteration or transfer of title, and similar records evidencing public ownership of real property.	PERMANENT.	
GR1000-28	**EASEMENTS**	Documentation relating to easements and rights-of-way for public works or other local government purposes, including releases.	PERMANENT.	
***GR1000-29**	**INSURANCE POLICIES**	Liability, theft, fire, health, life, automobile, and other policies for local government property and personnel including supporting documentation relevant to the implementation, modification, renewal, or replacement of policies.	4 years after expiration or termination of the policy according to its terms and all rights granted under it.	
GR1000-30	**LEGAL OPINIONS**	Formal legal opinions rendered by counsel or the Attorney General for a local government, including any written requests for opinions, concerning the governance and administration of a local government.	PERMANENT.	**Retention Note**: For retention of opinions rendered for a Public Information Act Request see GR1000-34. For retention of informal legal opinions and other correspondence provided by counsel see GR1000-26a.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1000-31**	**LITIGATION CASE FILES**		AV after decision of a local government not to file a lawsuit or decision that a lawsuit will not be filed against it; dismissal of a lawsuit for want of prosecution or on motion of the plaintiff; or final decision of a court (or of a court on appeal, if applicable) in a lawsuit.	**Retention Notes:** a) Includes all cases to which a local government is a party unless the case file is of a type noted elsewhere in this or other commission schedules. b) Review before disposal; some case files may merit **PERMANENT** retention for historical reasons.
***GR1000-32**	**MINUTES (STAFF)**	Minutes of internal staff meetings.	AV.	**Retention Note:** For minutes of governing bodies of local governments see GR1000-03.
GR1000-33	**PUBLIC RELATIONS RECORDS**	News, press releases, or any public relations files maintained or issued by an agency. Includes print, electronic, audio, and audiovisual records.	2 years.	**Retention Note**: Review before disposal; some records may merit **PERMANENT** retention for historical reasons.
GR1000-34	**PUBLIC INFORMATION ACT REQUESTS**	Includes all correspondence and documentation relating to requests for records under the Public Information Act (Chapter 552, Government Code).		
***GR1000-34a**	**PUBLIC INFORMATION ACT REQUESTS**	Non-exempted records and withdrawn requests.	Date request for records fulfilled or withdrawn + 1 year.	
***GR1000-34b**	**PUBLIC INFORMATION ACT REQUESTS**	Exempted records.	Date of notification that records requested are exempt from disclosure + 2 years.	
***GR1000-35**	**ORGANIZATIONAL CHARTS**		US.	**Retention Note**: Review before disposal; some records may merit **PERMANENT** retention for historical reasons.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1000-36**	**PERMITS AND LICENSES**	Records documenting the application for and the issuance of permits and licenses (including certificates of liability and other required documentation) by a local government for sales, solicitation, facility usage, and similar activities. **Does not include** permits and licenses issued for the construction of or alterations to real property, for those relating to health and sanitation, or for those issued by police or fire departments listed in other commission schedules.	Expiration, cancellation, revocation, or denial + 2 years.	
GR1000-37	**PHOTOGRAPHS, IMAGES, RECORDINGS, AND OTHER NON-TEXTUAL MEDIA**	Photographs, photographic scrapbooks, slides, sound recordings, videotapes, posters, and other non-textual media that document the history and activities of a local government or any of its departments, programs, or projects **except** such records noted elsewhere in this or other commission schedules.	AV.	**Retention Note:** Review before disposal, some records may merit **PERMANENT** retention for historical reasons. Local governments should consult with local historical or genealogical societies to assist with the appraisal. **Be certain that photographs and other non-textual media do not fall within other records series. For example, mug shots and photographs of fire damage are listed in Local Schedule PS (Records of Public Safety Agencies) under police and fire department records respectively.**
GR1000-38	**POLICY AND PROCEDURE DOCUMENTATION**	Executive orders, directives, manuals, and similar documents that establish and define the policies, procedures, rules, and regulations governing the operations or activities of a local government as a whole or any of its departments, programs, services, or projects.	US, expired, or discontinued + 5 years.	**Retention Note:** Review before disposal; some records may merit **PERMANENT** or long-term retention for historical or legal reasons.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-39	**PUBLICATIONS**	Pamphlets, reports, studies, proposals, and similar material printed by or for a local government or any of its departments, subdivisions, or programs and distributed to or intended for distribution to the public on request and departmental or program newsletters designed for internal distribution.	One copy of each PERMANENT.	**Retention Note:** The following categories of printed material, whether distributed publicly or internally, are exempted from the retention period and may be disposed of at option; (a) educational matter provided by charitable or public awareness organizations (e.g., United Way, American Heart Association); and (b) public service leaflets or flyers whose contents are of a general nature and not specific to the government distributing them, beyond the inclusion of an address, telephone number, office hours, and similar information (e.g., a flyer detailing water conservation tips sent to customers of a municipal water utility; a pamphlet explaining the appraisal review board process sent to taxpayers by an appraisal district).
GR1000-40	**RECORDS MANAGEMENT RECORDS**			
GR1000-40a	**RECORDS MANAGEMENT RECORDS**	Records control schedules (including all successive versions of and amendments to schedules).	US.	**Retention Note**: Original is retained by the State and Local Records Management Division, Texas State Library and Archives Commission.
***GR1000-40b**	**RECORDS MANAGEMENT RECORDS**	Records documenting the disposition of records under records control schedules, including requests submitted to the Texas State Library and Archives Commission for authorization to destroy unscheduled records or the originals of permanent records that have been microfilmed.	PERMANENT.	
GR1000-40c	**RECORDS MANAGEMENT RECORDS**	Lists or inventories of the active and inactive records created or received by a local government.	US, expired, or discontinued.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1000-40d**	**RECORDS MANAGEMENT RECORDS**	Plans and similar documents establishing the policies and procedures under which a records management program operates.	US, expired, or discontinued + 5 years.	
***GR1000-40e**	**RECORDS MANAGEMENT RECORDS**	Records transmittal forms or similar records documenting transfer of records to or from a records storage facility.	Date of disposition or return of records from storage, whichever sooner, +2 years.	
GR1000-41	**REPORTS AND STUDIES (NON-FISCAL)**			

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1000-41a**	**REPORTS AND STUDIES (NON-FISCAL)**	Annual, sub-annual, or irregularly prepared reports, performance audits, or planning studies submitted to the governing body or chief administrative officer of a local government or by the local government to a state agency, as may be required by law or regulation, on the non-fiscal performance of a department, program, or project or for planning purposes, including those prepared by consultants under contract with a local government, **except** documents of similar types noted in this or other commission schedules.		
		(1) Annual reports.	PERMANENT.	
		(2) Special reports or studies prepared by order or request of the governing body or considered by the governing body (as reflected in its minutes) or ordered or requested by a state agency or a court.	PERMANENT.	
		(3) Special reports or studies prepared by order or request of the chief administrative officer.	5 years.	**Retention Note:** Review before disposal; some records may merit **PERMANENT** retention for historical reasons.
		(4) Monthly, bimonthly, quarterly, or semi-annual reports.	3 years.	
		(5) Working papers and raw data used to create any report for (1) and (2) above.	3 years.	
		(6) Working papers and raw data used to create any report for (3) and (4) above.	1 year.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-41b	**REPORTS AND STUDIES (NON-FISCAL)**	Activity reports compiled on a daily or other periodic basis pertaining to workload measures, time studies, number of public contacts, etc., **except** reports of similar types noted in this or other commission schedules.	1 year.	
***GR1000-42**	**WAIVERS OF LIABILITY**	Waivers of liability, including statements signed by volunteers acknowledging non-entitlement to benefits, agreeing to abide by local government policies, etc.	3 years from date of cessation of activity for which the waiver was signed.	**Retention Note**: If an accident occurs to any person covered by a signed waiver of liability, it must be retained for the same period as accident reports. See item number GR1000-20 in this schedule.
GR1000-43	**CONFLICTS DISCLOSURE STATEMENTS AND CONFLICT OF INTEREST QUESTIONNAIRES**	Conflicts disclosure statements and conflict of interest questionnaires submitted by local government officers or vendors and other persons for filing with a local government in accordance with the requirements of Chapter 176, Local Government Code.	Date of filing + 3 years.	
GR1000-44	**LOCAL GOVERNMENT OFFICERS, LISTS OF**	Lists of local government officers prepared and made available to the public by the local government officer with whom conflicts disclosure statements and conflict of interest questionnaires are filed in accordance with the requirements of Chapter 176, Local Government Code.	US + 1 year.	
GR1000-45	**CALENDARS, APPOINTMENT AND ITINERARY RECORDS**	Calendars, appointment books or programs, and scheduling or itinerary records, purchased with local government funds or maintained by staff during business hours that document appointments, itineraries and other activities of agency officials or employees.	CE + 1 year.	**Retention Note:** A record of this type purchased with personal funds, but used by a public official or employee to document his or her work activities may be a local government record and subject to this retention period. See Open Records Decision 635 issued in December 1995 by the Texas Attorney General.
GR1000-46	**INSURANCE CLAIMS**	Claims related to liability, theft, fire, health, life, automobile, and other insurance policies.	Settlement or denial of claim + 3 years.	
GR1000-47	**CUSTOMER SURVEYS**	Surveys returned by the customers or clients of a local government, and the statistical data maintained rating a government's performance.	Issuance of report on results of the survey + 3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1000-50**	**TRANSITORY INFORMATION**	Records of temporary usefulness that are not an integral part of a records series of a local government, that are not regularly filed within a local government's recordkeeping system, and that are required only for a limited period of time for the completion of an action by an official or employee of the local government or in the preparation of an ongoing records series. Transitory records are not essential to the fulfillment of statutory obligations or to the documentation of government functions. Some examples of transitory information, which can be in any medium (voice mail, fax, email, hard copy, etc.) are drafts and working papers; routine messages; telephone message notifications; internal meeting notices; routing slips; incoming letters or memoranda of transmittal that add nothing of substance to enclosures; and similar routine information used for communication, but not for the documentation, of a specific government transaction.	AV.	**Retention Note**: Records management officers should use caution in assigning this record series to records of a local government to make certain they are not part of another records series listed in this schedule or, for records series unique to an agency, are not part of a records series that documents the fulfillment of the statutory obligations of the agency or the documentation of its functions. The disposal of transitory information need not be documented through destruction authorizations or in records disposition logs, but local governments should establish procedures governing disposal of these records.
***GR1000-51**	**SPEECHES, PAPERS, AND PRESENTATIONS**	Notes or text of speeches, papers, presentations, or reports delivered in conjunction with government work by staff of a local government.	End of event, US, or discontinued + 2 years.	**Retention Notes:** a) For speeches, papers, and presentations of elected officials see GR1000-08. b) For materials developed for in-house training of staff see GR1050-28c.
***GR1000-52**	**SUBPOENAS**	Subpoenas for production of evidence produced for litigation in which the local government **is not** a party.	AV after fulfilled.	**Retention Notes:** a) For subpoenas received for litigation in which the local government is a party see GR1000-31. b) For subpoenas requesting personally identifiable information of students see SD3225-02 (for school districts) or JC3775-02 (for junior colleges).

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1000-53**	**RELEASE OF RECORDS DOCUMENTS**	Records that document the release of records or information through any method other than a Public Information Act request or subpoena (including employment verification).	Date records produced + 1 year.	**Retention Notes:** a) For records released under the Public Information Act see GR1000-34. b) For records produced for a subpoena where the local government is **not** a party, see GR1000-52. c) For records produced for a subpoena where the local government **is** a party, see GR1000-31.
***GR1000-54**	**COMMITTEE RECORDS**	Records of committees, councils, boards, or commissions which are not subject to the Texas Open Meetings Act. Records may include, but are not limited to, member lists, officer election records, agendas, meeting minutes, and related documentation and correspondence.	2 years.	**Retention Notes:** a) For records of committees, councils, boards, or commissions which are subject to the Texas Open Meetings Act see Section 1-1 of this schedule. b) Review before disposal; some records may merit **PERMANENT** retention for historical reasons.
***GR1000-55**	**LOBBYIST REGISTRATION DOCUMENTATION**	Forms, reports, or other similar documents submitted to local governments documenting lobbying activities as required by local regulations.	Date of filing + 3 years.	

PART 2: FINANCIAL RECORDS

Retention Notes: a) AUDIT REQUIREMENTS - Most local governments are required by state law to conduct annual or biennial audits of their records and accounts. These audit requirements were taken into account in setting the retention periods in this schedule. The following retention rules also apply:

1) In any local government for which there is no statutory audit requirement and audits are conducted irregularly or in a local government in which a statutorily required audit is delayed, any record in this schedule whose retention period dates from the end of a fiscal year (FE) must be retained for the retention period stated or one year after audit, whichever later.

2) With regard to any special fund of a local government or elective county office for which there is no statutory audit requirement and the fund is not audited, any records listed under item numbers GR1025-26, GR1025-27, GR1025-28, and GR1025-30 associated with receipts and disbursements from or to the fund must be retained for FE + 10 years.

b) GRANT OR LOAN RECORDS - Subsections (1)-(3) apply to any local government, except school districts, receiving federal, state, or private grants; subsection (4) applies to school districts only. If a grant or loan requires a longer retention period than those stated in this schedule, the associated records must be retained for the full retention period required by the terms of the grant or loan.

1) Direct Federal Grants - This subsection applies to grants received by a local government **directly** from a federal grantor agency.

i) Federal grantor agencies require that grant-related records be retained for audit purposes for 3 years from the filing of required expenditure reports.

ii) In addition to item number GR1025-08(a)-(b), financial and programmatic records of grant-funded projects, including copies or documentation of relevant accounting, banking, purchasing, and payroll records, and other documents and working papers associated with the financial and programmatic administration of the grant funds or used to prepare reports or forms required by federal law or regulation must be retained for the following periods:

(A) For grants continued or renewed annually or at other intervals except quarterly that are not part of a multi-year funding cycle - 3 years from the date of submission of the annual or other periodic expenditure report.

B) For grants continued or renewed annually or at other intervals except quarterly that are a part of a multi-year funding cycle – 3 years from the date of submission of the annual or other periodic expenditure report for the final reporting period of the grant cycle.

C) For grants continued or renewed quarterly - 3 years from the date of submission of the expenditure report for the last quarter of the federal fiscal year.

D) For grants for which the requirement of a final expenditure report has been waived - 3 years from the date the report would have been due.

E) For all other grants – 3 years from the date of submission of the final expenditure report.

iii) The retention periods for the following types of records are exceptions to the periods noted above:

A) Records of non-expendable property or equipment acquired with grant funds - 3 years from the date of transfer, replacement, sale, or junking of the item.

B) Cost allocation plans and indirect cost records - 3 years from date of submission or, for plans prepared and retained by the grantee, from the close of the fiscal year covered by the plan.

C) Income records - 3 years from the end of the fiscal year in which the income is used.

iv) If any litigation or audit commences before the expiration of the 3-year period, the records must be retained until all litigation or audit findings are resolved or until the end of the regular 3-year period, whichever is later.

v) If records are transferred to the grantor agency at its request, copies of the records need not be retained.

2) Indirect Federal Grants - This subsection applies to federal grants received as subgrants from state agencies or other local governments (e.g., regional councils of government).

The expenditure reports are submitted to the federal agency by the state or local subgrantor agency after all subgrantees have submitted reports to the subgrantor. Consequently, records under item number GR1025-08(a)-(b) and records described in section (b) (1) must be retained by local government subgrantees for FE + 5 years. Local governments should consult with the state or local subgrantor agency to determine if there are additional or special requirements associated with a particular grant.

The local government must retain copies of reports or records submitted to the subgrantor agency for the periods indicated.

3) State and Private Grants - This schedule extends the 3-year federal retention requirement described in section (b)(1) to state (excluding federal subgrants) and private grant records unless the state or private grantor agency has established different retention requirements, in which case those requirements shall prevail. It is an exception to the extension of federal grant requirements to state and private grants that for state or private grants renewed quarterly as described in section (b) (1) (ii) (B), the 3-year retention requirement runs from the date of submission of the expenditure report for the last quarter of the state fiscal year for state grants and from the last quarter of the local government's fiscal year for private grants.

4) Grant Records and School Districts (including Educational Service Centers) - See Local Schedule SD (Records of Public School Districts). Because of the difficulty of effectively separating financial data that evidence the expenditure of federal funds from those that document the expenditure of local or state-allocated funds, a 5-year retention period has been adopted for most financial records of school districts. The use of the term "school district" in this schedule includes educational service centers, charter schools, county departments of education, and educational cooperatives.

SECTION 2-1: FISCAL ADMINISTRATION AND REPORTING RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1025-01**	**FISCAL AUDIT RECORDS**	Records of fiscal audits conducted by internal or external auditors.		**Caution:** See note (a) at the beginning of Part 2 of this schedule.
***GR1025-01a**	**FISCAL AUDIT RECORDS**	Annual, biennial, or other periodic audit of any department, fund, account, or activity of a local government.	PERMANENT.	
***GR1025-01b**	**FISCAL AUDIT RECORDS**	Annual, biennial, or other periodic audit of a department, program, fund, or account if included in a cumulative audit under (a).	2 years.	
***GR1025-01c**	**FISCAL AUDIT RECORDS**	Annual, biennial, or other periodic audit of a department, program, fund, or account if not included in a cumulative audit under (a).	PERMANENT.	
***GR1025-01d**	**FISCAL AUDIT RECORDS**	Special audits ordered by a governing body, a court or grand jury, or mandated by administrative rules of a state or federal agency.	PERMANENT.	
***GR1025-01e**	**FISCAL AUDIT RECORDS**	Working papers, summaries, and similar records created for the purposes of conducting an audit.	3 years after all questions arising from the audit have been resolved.	
GR1025-02	**BANK SECURITY RECORDS**	Records documenting the pledging of bonds or securities by banks serving as depositories for public funds including depository contracts, security pledges and statements, surety bonds, and similar records.	4 years after termination, expiration, or release of contractual obligations.	
GR1025-03	**BOND RECORDS**			**Retention Note:** For investment transaction records of bonds see item number GR1025-09b.
GR1025-03a	**BOND RECORDS**	Bond administrative records consisting of preliminary studies, proposals and prospectuses, authorizations and certifications for issuance or cancellation, and related policy correspondence.	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-03b	**BOND RECORDS**	Bond certificates and redeemed coupons.	1 year after payment.	By law - Government Code, Section 1302.003 for counties (see statute for procedural instructions for destruction) and by authority of this schedule for all other local governments.
GR1025-03c	**BOND RECORDS**	Bond registers.	PERMANENT.	
GR1025-03d	**BOND RECORDS**	Records relating to the exchange, conversion, or replacement of bonds by bondholders.	1 year if information **is** contained in a bond register; **PERMANENT** if information **is not** contained in a bond register.	
GR1025-04	**BUDGETS AND BUDGET DOCUMENTATION**			
GR1025-04a	**BUDGETS AND BUDGET DOCUMENTATION**	Annual budgets (including amendments).	PERMANENT.	
GR1025-04b	**BUDGETS AND BUDGET DOCUMENTATION**	Special budgets (includes budgets for capital improvement projects, grant-funded projects, or other projects prepared on a special or emergency basis and not included in an annual budget).	PERMANENT.	
***GR1025-04c**	**BUDGETS AND BUDGET DOCUMENTATION**	Working papers created exclusively for the preparation of budgets, including budget requests, justification statements, and similar documents.	3 years.	
GR1025-04d	**BUDGETS AND BUDGET DOCUMENTATION**	Encumbrance and expenditure reports (status reports showing expenditures and encumbrances against a budget).	2 years.	
GR1025-04e	**BUDGETS AND BUDGET DOCUMENTATION**	Budget change documentation, including line item or contingency/reserve fund transfers and supplemental budget requests.	2 years.	
GR1025-05	**CAPITAL ASSETS RECORDS**	Documentation relating to the capital and fixed assets of a local government.		

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1025-05a**	**CAPITAL ASSETS RECORDS**	Equipment or property history cards or similar records containing data on initial cost, including disposal authorizations when disposed of.	FE of date of disposal + 5 years for school districts; FE of date of disposal + 3 years for other governments.	**Retention Note:** Review before disposal; property history cards documenting the original construction and additions to or renovations of structures may merit **PERMANENT** retention for historical reasons.
GR1025-05b	**CAPITAL ASSETS RECORDS**	Equipment or property cost and depreciation schedules or summaries used for capital outlay budgeting or other financial or budget control purposes.	FE + 5 years for school districts; FE + 3 years for other governments.	
GR1025-05c	**CAPITAL ASSETS RECORDS**	Equipment or property inventories (including sequential number property logs).	US + 3 years.	
GR1025-05d	**CAPITAL ASSETS RECORDS**	Property sale, auction, or disposal records of government-owned equipment or property.	1 year.	By law - Local Government Code, Section 263.155(b) for counties and by authority of this schedule for all other local governments. **Retention Note:** Property sale or auction records do not include records arising from the sale or auction of property foreclosed or seized by a taxing unit for failure to pay property taxes or for the sale or auction of property seized by law enforcement officers. For such records use Local Schedule TX (Records of Property Taxation) or Local Schedule PS (Records of Public Safety Agencies) respectively.
***GR1025-06**	**FEDERAL REVENUE SHARING RECORDS**	Records concerning the use of federal revenue sharing funds by a local government, including revenue and expenditure summaries; status, budget, and audit reports; and other reports or documentation required by federal law or regulation.	AV.	Obsolete record.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-07	**FINANCIAL REPORTS**	Annual, sub-annual, or irregularly prepared financial reports or statements on the accounts, funds, or projects of a local government created either for internal use or for submission to state agencies as may be required by law or regulation, **except** reports of similar types noted in this or other commission schedules.		
GR1025-07a	**FINANCIAL REPORTS**	Monthly, bimonthly, quarterly, or semi-annual reports.	FE + 3 years.	
GR1025-07b	**FINANCIAL REPORTS**	Annual reports.	PERMANENT.	
GR1025-07c	**FINANCIAL REPORTS**	Long range fiscal planning reports.	PERMANENT.	
GR1025-07d	**FINANCIAL REPORTS**	Capital improvement reports.	PERMANENT.	
GR1025-08	**GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS**			**Retention Note:** If grant is for construction of a local government owned facility or part of the infrastructure, follow retention for GR1075-16.
GR1025-08a	**GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS**	Successful grant applications and proposals and any documentation that modifies the terms of a grant.	FE + 5 years for school districts; FE + 3 years for other governments.	**Retention Note:** See note (b) at beginning of Part 2 of this schedule.
GR1025-08b	**GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS**	Financial, performance, and compliance reports submitted to grantor or sub-grantor agencies.	FE + 5 years for school districts; FE + 3 years for other governments.	**Retention Note:** See note (b) at beginning of Part 2 of this schedule.
GR1025-08c	**GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS**	Reports, planning memoranda, studies, correspondence, and similar records created for and used in the development of successful grant proposals.	3 years.	
GR1025-08d	**GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS**	Any records of the type noted in (a) or (b) relating to unsuccessful grant proposals.	AV.	
GR1025-09	**INVESTMENT TRANSACTION RECORDS**			

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-09a	**INVESTMENT TRANSACTION RECORDS**	Documentation relating to the investment of public funds (e.g., certificates of deposit) that evidences the investment of funds, the performance or return of investments, the cancellation or withdrawal of investments, and similar activity.	FE + 5 years.	
GR1025-09b	**INVESTMENT TRANSACTION RECORDS**	Documentation related to the calculation of arbitrage rebate amounts, if any, on proceeds from the sale of tax-exempt bonds.	Retirement of the last obligation of the bond issue + 6 years.	
GR1025-10	**CHARGE SCHEDULES/ PRICE LISTS**	Schedules of prices charged by a local government for services to the public or other governments, including any documentation used to determine the charges.	US + 3 years.	

SECTION 2-2: ACCOUNTING RECORDS

Retention Note: ACCOUNTING RECORDS OF MOTOR VEHICLE AND BOAT LICENSING AND REGISTRATION - For accounting and banking records relating to motor vehicle licensing not noted in this part, use Part 3 of Local Schedule TX.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-25	**ACCOUNTING POLICIES AND PROCEDURES DOCUMENTATION**	Policy and procedure directives and similar records documenting accounting methodology.	US, expired, or discontinued + 5 years.	
GR1025-26	**ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS**			
***GR1025-26a**	**ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS**	Claims, invoices, statements, copies of checks and purchase orders, expenditure authorizations, and similar records that serve to document disbursements, including those documenting claims for and reimbursement to employees for travel and other employment-related expenses.	FE of date of final payment + 5 years for school districts; FE of date of final payment + 3 years for other governments.	**Retention Note:** Accounts payable and disbursement records for bond-funded projects must be maintained according to the retention period listed in GR1025-26d.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1025-26b**	**ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS**	Accounts payable records sufficient to document the purchase costs of capital equipment or other fixed assets.	FE of date of disposal + 5 years for school districts; FE of date of disposal + 3 years for other governments.	
***GR1025-26c**	**ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS**	Reports accompanying the transmittal of funds to federal, state, or other local government agencies (e.g., sales tax to the State Comptroller of Public Accounts); to retirement systems, or to other entities if the funds are collected, in whole or in part, on behalf of other agencies or individuals (e.g., retirement deductions of employees).	FE of period covered by report + 3 years.	**Retention Note:** For reports accompanying the transmittal of federal and state payroll and unemployment taxes see item number GR1050-53(b).
GR1025-26d	**ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS**	Accounts payable records for bond-funded projects.	FE of date of last bond payment + 5 years for school districts; FE of date of last bond payment + 3 years for other governments.	
GR1025-27	**ACCOUNTS RECEIVABLE RECORDS**			**Retention Note:** For accounts receivable records associated with the collection of property taxes, all local governments, including school districts, should use Local Schedule TX (Records of Property Taxation).
***GR1025-27a**	**ACCOUNTS RECEIVABLE RECORDS**	Bill copies or stubs, statements, billing registers, account cards, deposit warrants, cash receipts, credit card receipts, receipt books, cash transfers, daily cash reports, cash drawer reconciliations, and similar records (such as returned checks and associated fees) that serve to document money owed to or received by a local government and its collection or receipt.	FE of date of receipt + 5 years for school districts; FE of date of receipt + 3 years for other governments.	
GR1025-27b	**ACCOUNTS RECEIVABLE RECORDS**	Accounts receivable records documenting the receipt of any monies by any local government that are remittable to the State Comptroller of Public Accounts (e.g., court costs in criminal cases, sales tax).	Remittance due date + 5 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-27c	**ACCOUNTS RECEIVABLE RECORDS**	Account card or similar records documenting payments to a local government in which the government holds a property lien until the debt is satisfied (e.g., liens arising from demolition, lot cleaning), including original liens and lien releases.	FE of date of final payment and release of lien + 3 years.	
GR1025-27d	**ACCOUNTS RECEIVABLE RECORDS**	Account card or similar records relating to the receipt of cash deposits as sureties for the delivery of services (e.g., water and wastewater).	FE of termination of service or refund of deposit + 3 years.	
***GR1025-27e**	**ACCOUNTS RECEIVABLE RECORDS**	Records of accounts deemed uncollectable, including write-off authorizations.	FE of write-off date + 5 years for school districts; FE of write-off date + 3 years for other governments.	
***GR1025-28**	**BANKING RECORDS**	Bank statements, credit card statements, canceled checks, check registers, deposit slips, debit and credit notices, reconciliations, notices of interest earned, monetary transport records (including armored car pickup logs) etc.	FE + 5 years.	
GR1025-29	**COST ALLOCATION AND DISTRIBUTION RECORDS**	Records created to document the allocation of costs among accounts and funds of a local government, including records relating to chargebacks and other interdepartmental or interfund accounting transactions.	FE + 5 years for school districts; FE + 3 years for other governments.	**Retention Note:** If any of the records in this group are used as ledger and journal entry documentation, they must be retained for FE + 5 years (see item number GR1025-30) by all local governments.
GR1025-30	**LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION**			**Retention Note:** Be certain to verify before the disposal of any ledger or journal under this item number that the ledger or journal does not serve to document financial activities that require a longer retention period (e.g. investment documentation of proceeds of tax exempt bonds under item number GR1025-09).

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-30a	**LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION**	General ledger showing receipts and expenditures from all accounts and funds of a local government.		
		(1) For fiscal years for which an annual financial audit report (see item number GR1025-01) exists.	FE + 5 years.	**Retention Note:** Review before disposal; some ledgers may merit **PERMANENT** retention for historical reasons.
		(2) For fiscal years for which an annual financial audit report (see item number GR1025-01) **does not** exist.	PERMANENT.	
GR1025-30b	**LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION**	Subsidiary ledgers.	FE + 5 years.	**Retention Note:** Review before disposal; some ledgers may merit **PERMANENT** retention for historical reasons.
GR1025-30c	**LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION**	Receipt, disbursement, general, or subsidiary journals.	FE + 5 years.	**Retention Note:** Review before disposal; some journals may merit **PERMANENT** retention for historical reasons.
GR1025-30d	**LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION**	Journal vouchers and entries or similar posting control forms (including supporting documentation such as correspondence and auditor adjustments that evidence journal entries and amendments).	FE + 5 years.	**Retention Note:** If bill stubs (see item number GR1025-27a) are used as entry documentation for account journals, they must be retained by all local governments for FE + 5 years rather than the FE + 3 year retention period for accounts receivable records.
GR1025-30e	**LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION**	Perpetual care fund registers of government-owned cemeteries.	PERMANENT.	By law - Health and Safety Code, Section 713.005(a).
GR1025-31	**TRANSACTION SUMMARIES**	Periodic summaries or reports of accounting transactions or activity by department, budget code, program, account, fund, or type of activity, including trial balances, **unless** the summary is of a type noted elsewhere in this part.		
GR1025-31a	**TRANSACTION SUMMARIES**	Daily.	30 days.	
GR1025-31b	**TRANSACTION SUMMARIES**	Weekly.	90 days.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-31c	**TRANSACTION SUMMARIES**	Monthly, bimonthly, quarterly, or semi-annual.	2 years.	
GR1025-31d	**TRANSACTION SUMMARIES**	Annual.	FE + 5 years for school districts; FE + 3 years for other governments.	**Retention Note:** If an annual trial balance is not maintained, then the least frequent sub-yearly trial balance must be retained for FE + 5 years by school districts and FE + 3 years by all other local governments.
GR1025-32	**UNCLAIMED PROPERTY DOCUMENTATION**	Any form of record sufficient to verify information on unclaimed property previously reported to the State Treasurer showing the name and last known address of the apparent owner of reportable unclaimed property, a brief description of the property, and the balance of each unclaimed account, if appropriate.	Date on which property is reportable + 10 years.	By law - Property Code, Section 74.103(b).

PART 3: PERSONNEL AND PAYROLL RECORDS

Retention Notes: a) FEDERAL RETENTION REQUIREMENTS - Federal retention periods for personnel and payroll records arise principally from the administration of the Civil Rights Act of 1964, Title VII; the Age Discrimination and Employment Act of 1967; the Equal Pay Act; the Fair Labor Standards Act; the Federal Insurance Contribution Act; and the Federal Unemployment Tax Act. Various federal agencies or departments of agencies administer these acts and, because retention periods are set to enable each agency to carry out its particular oversight authority, different retention periods are often established for the same record. In compiling Schedule GR, the longest applicable federal retention period is cited as authority for the retention period indicated. A federal regulation is not cited if a state law or regulation requires a longer retention period. A federal retention period is also not cited if a Texas statute of limitations makes a longer retention period advisable. For example, the federal retention requirement for employment contracts [see item number GR1050-15(a)] is given as 3 years from the last effective date of the contract in 26 CFR 516.5, but suits in Texas may be brought by either party to such a contract within four years of the occurrence of an alleged breach; therefore a retention period of 4 years from the last effective date of the contract is set in this schedule. All retention periods in this part apply, by authority of this schedule, to all local governments, although some of them may be otherwise exempt from the federal requirement cited. This provision does not require the creation by exempted local governments of any special documentation demonstrating compliance with federal regulations that may be required of non-exempted governments.

b) PERSONNEL FILES - The individual employee personnel file is not scheduled as a unit in this section; documents normally placed in such files are scheduled separately.

c) TERMINATED EMPLOYEES - Notwithstanding any retention periods in this part, all personnel records existing on the date of termination of an involuntarily terminated employee must be retained for 2 years from the date of termination [29 CFR 1602.31, 1602.40, and 1602.49].

d) JTPA AND CETA EMPLOYEES - Any records maintained on applicants for or holders of positions paid in whole or in part from Comprehensive Employees' Training Act (CETA) funds or affirmative action apprenticeship program funds administered by the U. S. Department of Labor must be retained for 5 years from the date of enrollment in the program [29 CFR 30.8(e)]. This 5-year retention period is extended by authority of this schedule to comparable records on applicants for or holders of positions paid in whole or in part from Job Training Partnership Act (JTPA) funds.

e) DEFINITION OF EMPLOYEE - For the purposes of this part, the term "employee" also includes elected or appointed officials of a local government who are paid wages or a salary from any funds of the local government and anyone voluntarily working or not receiving payment or compensation for working.

f) PERSONNEL RECORDS IN SHERIFF'S DEPARTMENTS IN CERTAIN COUNTIES - The Local Government Code, Section 157.904, provides that sheriff's departments in counties with a population of 3.3 million or more shall maintain "a permanent personnel file on each department employee." The precise contents of a personnel file are not specified, but three groups of records are expressly mentioned. Consequently, any record in item numbers GR1050-03, GR1050-07, and GR1050-21, all of which are records of a type mentioned in the statute, must be retained permanently. The sheriffs and their legal counsel should determine what other records may be includable in a permanent personnel file in sheriffs' departments subject to the law.

SECTION 3-1: PERSONNEL RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-01	**AFFIRMATIVE ACTION PLANS**			
GR1050-01a	**AFFIRMATIVE ACTION PLANS**	Reports, analyses, and statistical data compiled from source documentation used to develop, implement, and monitor affirmative action plans.	5 years.	By regulation - 29 CFR 30.8(e).
GR1050-01b	**AFFIRMATIVE ACTION PLANS**	Affirmative action plans.	US + 5 years.	By regulation - 29 CFR 30.8(e).
GR1050-02	**APTITUDE AND SKILLS TEST RECORDS**	Records relating to aptitude or skills tests **required** of job applicants or of current personnel to qualify for promotion or transfer, including civil service examinations.		
GR1050-02a	**APTITUDE AND SKILLS TEST RECORDS**	Validation studies.	Life of test + 2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-02b	**APTITUDE AND SKILLS TEST RECORDS**	Tests.	US + 2 years.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49. **Retention Note:** One copy of each different test (different in terms of either questions or administration procedures) should be retained for the period indicated.
***GR1050-02c**	**APTITUDE AND SKILLS TEST RECORDS**	Test papers or results of persons taking tests.	Date of creation or personnel action involved, whichever later, + 2 years.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
GR1050-02d	**APTITUDE AND SKILLS TEST RECORDS**	Records, **other** than those noted (a)-(c), relating to the planning and administration of tests.	3 years.	
***GR1050-03**	**AWARDS AND COMMENDATIONS**	Individual award, honor, or commendation bestowed on an employee.	Date of separation + 5 years.	**Retention Notes:** a) For administrative records of awarding committees, see item number GR1050-09. b) Refer to Retention Note (f) on page 1 of this schedule for awards bestowed on certain Sheriff's office employees.
GR1050-04	**CERTIFICATES AND LICENSES**	Certificates, licenses, or permits required of employees to qualify for or remain eligible to hold a position requiring certification or licensing.	US or separation of employee + 5 years.	**Retention Note:** If the submission of copies of certificates, licenses, or permits is required of all applicants for a position, those of applicants not hired must be retained for 2 years under item number GR1050-14.
GR1050-05	**CONFLICT OF INTEREST AFFIDAVITS**		5 years after leaving position for which the affidavit was filed.	
GR1050-06	**COUNSELING PROGRAM RECORDS**			

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1050-06a**	**COUNSELING PROGRAM RECORDS**	Reports of interviews, analyses, and similar records relating to the counseling of an employee for work-related, personal, or substance abuse problems, including any warnings associated with the counseling. Usually maintained at the supervisory level or by human resources departments.	3 years after termination of counseling.	**Retention Note:** For records retained by professional therapists; refer to Local Schedule HR for patient records.
GR1050-06b	**COUNSELING PROGRAM RECORDS**	Records relating to the planning, coordination, implementation, direction, and evaluation of an employee counseling program.	3 years.	
***GR1050-07**	**DISCIPLINARY AND ADVERSE ACTION RECORDS**	Records created by civil service boards or by personnel or supervisory officers in considering, or reconsidering on appeal, an adverse action (e.g., demotion, probation, termination, suspension, leave without pay) against an employee, including, as applicable, witness and employee statements, interview reports, exhibits, reports of findings, and decisions and judgments.		**Retention Note:** Refer to Retention Note (f) on page 1 of this schedule for disciplinary records of certain Sheriff's office employees.
		(1) All employees of sheriff's departments in counties with a population of 3.3 million or more.	PERMANENT.	By law – Local Government Code, Section 157.904.
		(2) Police and fire department personnel in municipalities with a population of 10,000 or more that have established civil service boards under Local Government Code, Chapter 143.	PERMANENT.	By law – Local Government Code, Section 143.011(c).
		(3) All other local government employees.	2 years after case closed or action taken, as applicable.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
GR1050-08	**EMPLOYEE PENSION AND BENEFITS RECORDS**			For records of pension and deferred compensation deductions from payroll see GR1050-52(b).

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1050-08a**	**EMPLOYEE PENSION AND BENEFITS RECORDS**	Employee benefit plans such as pension; life, health, and disability insurance; seniority and merit systems; and deferred compensation plans, including amendments.	Termination of plan + 1 year.	By regulation - 29 CFR 1627.3(b)(2). **Retention Note:** If the plan or system is not in writing, a memorandum fully outlining the terms of the plan or system and the manner in which it has been communicated to affected employees, together with notations relating to any revisions, must be retained for the same period as written plans.
***GR1050-08b**	**EMPLOYEE PENSION AND BENEFITS RECORDS**	Enrollment forms providing personal identifying data, beneficiary information, option selection, acknowledgement forms, and similar information.		
		(1) If the official record is maintained by the retirement system of which the local government is a member or by the service provider.	AV.	
		(2) If the official record is maintained by the local government.		
		(A) Pension and deferred compensation.	Date of separation + 75 years.	
		(B) Life, health, accidental death, and disability insurance.	Termination of coverage + 4 years.	
		(C) Any benefit other than those noted in (A) or (B).	US or separation + 2 years, as applicable.	**Retention Note:** Documents that serve as payroll deduction authorizations must be maintained for the retention period prescribed for item number GR1050-50.
GR1050-08c	**EMPLOYEE PENSION AND BENEFITS RECORDS**	Annual reports from a pension system or fund.	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1050-09**	**EMPLOYEE RECOGNITION RECORDS**	Award committee reports, selection criteria, nominations, and similar administrative records of employee award or incentive programs.	2 years.	**Retention Note:** For records of an award/commendation given to an individual employee, see item number GR1050-03.
GR1050-10	**EMPLOYEE SECURITY RECORDS**			
GR1050-10a	**EMPLOYEE SECURITY RECORDS**	Records created to control and monitor the issuance of keys, identification cards, passes, or similar instruments of identification and access.	US, date of expiration, or date of separation + 2 years, as applicable.	
GR1050-10b	**EMPLOYEE SECURITY RECORDS**	Records relating to the issuance of parking permits.	US.	
GR1050-11	**EMPLOYEE SELECTION RECORDS**	Notes of interviews with candidates; audio and videotapes of job interviews; applicant rosters; eligibility lists; test ranking sheets; justification statements for violating eligibility or ranking sequence; and previous injury checks; offers of employment letters; and similar records documenting the filling of a vacant position.	2 years from the creation (or receipt) of the record or the personnel action involved, whichever later.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49. **Retention Note:** See GR1050-36 for background and criminal history checks.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-12	**EMPLOYEE SERVICE RECORDS**	Summary employment history record for each employee maintained on one or more forms, containing the following **minimum** information: name; sex; date of birth; social security number; positions held with dates of hire, promotion, transfer, or demotion; dates of leaves of absence or suspension that affect computation of length of service; wage or salary rate for each position held, including step or merit increases within grades; most recent public access option form; and date of separation.	Date of separation + 75 years.	For other information on employees that must also be retained either as part of this record or in another form, see item numbers GR1050-52(b) and GR1050-54(a). **Retention Notes:** a) This schedule does not require the creation of an employee service record of the type described, but the creation of the record is strongly recommended to allow frequent disposal of documents from which information has been summarized. If an employee service record is not maintained, documents (e.g., employment applications, personnel action forms) containing the prescribed information must be retained date of separation + 75 years. More than one document providing the same element of required information need not be retained. b) The Teacher Service Record (Texas Education Agency Form FIN-115 or its equivalent), containing information required by statute or regulation, shall be considered an employee service record of the type described and must be retained date of separation + 75 years. c) Salary or wage data on an employee service record may be indicated by grade and step numbers if all corresponding wage rate tables (see item number GR1050-59) applicable to a person's employment history are retained date of separation + 75 years.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-13	**EMPLOYMENT ADVERTISEMENTS OR ANNOUNCEMENTS**	Advertisements or postings relating to job openings, promotions, training programs, or overtime opportunities, including jobs orders submitted to employment agencies.	2 years.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
GR1050-14	**EMPLOYMENT APPLICATIONS**			
GR1050-14a	**EMPLOYMENT APPLICATIONS**	Applications, transcripts, letters of reference, and similar documents whose submission by candidates for vacant positions (both hired and not hired) or for promotion, transfer, or training opportunity (both selected and not selected) is required on the application form, by application procedures, or in the employment advertisement.	2 years from the creation (or receipt) of the record or the personnel action involved, whichever later.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
GR1050-14b	**EMPLOYMENT APPLICATIONS**	Samples of publications, artwork, or other products of prior achievement not returned to applicants.	AV.	
GR1050-14c	**EMPLOYMENT APPLICATIONS**	Transcripts of persons **hired** if state or federal law or regulation mandates a level of education needed to qualify for employment (e.g., school district professional and paraprofessional personnel). See also item number GR1050-28(a).	Date of separation + 5 years.	**Retention Note**: If applicant screening or hiring decisions are based on resumés, with only successful or interviewed candidates completing employment applications, then resumés of persons not hired must be kept for the same period as employment applications. If resumés are supplemental to employment application forms, they need only be retained as long as administratively valuable.
GR1050-15	**EMPLOYMENT CONTRACT/COLLECTIVE BARGAINING RECORDS**			
GR1050-15a	**EMPLOYMENT CONTRACT/COLLECTIVE BARGAINING RECORDS**	Contracts and agreements, including collective bargaining agreements, between a local government and an employee or a group of employees, including written acceptances of such contracts.	Last effective date of contract + 4 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-15b	**EMPLOYMENT CONTRACT/COLLECTIVE BARGAINING RECORDS**	Records relating to the negotiation of collective bargaining agreements or similar group contracts, including reports; correspondence; mediation or arbitration agreements; the proceedings, findings, and awards of arbitration boards; and similar records.	Last effective date of contract + 4 years or, if no agreement or contract results, 4 years.	
GR1050-16	**EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS**			
GR1050-16a	**EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS**	Reports, analyses, or statistical data compiled from source documentation used to complete EEO reports.	3 years.	By regulation - 29 CFR 1602.30, 1602.39, and 1602.48.
GR1050-16b	**EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS**	EEO-1, EEO-4, EEO-5, and EEO-6 reports.	3 years.	By regulation - 29 CFR 1602.32, 1602.41, and 1602.50.
GR1050-16c	**EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS**	Case files relating to discrimination complaints, including complaints, legal and investigative documents, exhibits, related correspondence, withdrawal notices, and decisions or judgments.	Resolution of case + 3 years.	
GR1050-17	**EQUAL PAY RECORDS**	Reports, studies, aggregated or summarized data, and similar documentation compiled to monitor and demonstrate compliance with the Equal Pay Act.	2 years.	By regulation - 29 CFR 1620.32(c).
GR1050-18	**FIDELITY BONDS**		Effective life of bond + 5 years.	**Retention Note:** Does not include the Official Bond Record maintained by county clerks, which must be retained **PERMANENTLY**.
GR1050-19	**FINGERPRINT CARDS**		Date of separation + 5 years.	**Retention Note:** If fingerprint cards are created for all applicants for a position, those of persons not hired must be retained 2 years under item number GR1050-14.
***GR1050-20**	**GRIEVANCE RECORDS**	Records relating to the review of employee grievances against personnel policies, working conditions, etc.	Final decision on the grievance + 2 years.	**Retention Note:** Do not confuse these records with those involving EEO complaints [see item number GR1050-16(c)].

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1050-21**	**JOB EVALUATIONS**	Job evaluations, performance appraisals, or other similar documents used to evaluate the performance of employees.	US + 2 years or date of separation + 2 years, whichever sooner.	By regulation – 29 CFR 1620.32(c). **Retention Notes:** a) Refer to SD3575-05 pertaining to evaluations on school teachers. b) Refer to Retention Note (f) on page 1 of this schedule for evaluations of certain Sheriff's office employees.
GR1050-22	**MEDICAL AND EXPOSURE REPORTS**			
***GR1050-22a**	**MEDICAL AND EXPOSURE REPORTS**	Health, physical or psychological examination reports or certificates of all job applicants if physical or psychological condition is a factor in hiring decisions, including the promotion, transfer, or selection for training of current personnel.	2 years from the date of creation or personnel action involved, whichever is later.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
GR1050-22b	**MEDICAL AND EXPOSURE REPORTS**	Health or physical examination reports or certificates of employees for whom periodic monitoring of health or fitness is required. (1) For employees exposed in the course of their work to toxic substances, harmful physical agents, or bloodborne pathogens. (2) For all other employees.	 Date of separation + 30 years. US + 2 years.	 By regulation - 29 CFR 1910.1020(d)(1)(i)-(iii).
GR1050-22c	**MEDICAL AND EXPOSURE REPORTS**	Environmental, biological, and material safety monitoring reports concerning toxic substances and harmful physical agents in the workplace, including analyses derived from such reports.	30 years.	By regulation - 29 CFR 1910.1020(d)(1)(ii). See Local Schedule PW 5450-01 for Asbestos Management Records.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1050-22d**	**MEDICAL AND EXPOSURE REPORTS**	Records of controlled substances and alcohol use and testing.		By regulation – 49 CFR 382.403.
		(1) Records of driver alcohol test results indicating an alcohol concentration of 0.02 or greater; records of driver verified positive controlled substances test results; documentation of refusals to take required alcohol and/or controlled substances tests; driver evaluation and referrals; calibration documentation; records related to the administration of the alcohol and controlled substances testing programs; copy of each annual calendar year summary required by 49 CFR 382.403.	5 years.	
		(2) Records related to the alcohol and controlled substances collection process.	2 years.	
		(3) Records of negative and canceled controlled substances test results and alcohol test results with a concentration of less than 0.02.	1 year.	
***GR1050-23**	**OATHS OF OFFICE**	Any oaths or affirmations required of local government employees or officers. Includes the Statement of Elected Officer (Secretary of State Form 2201).	US + 5 years or 5 years after leaving position for which oath required, whichever is applicable.	
***GR1050-24**	**PERSONNEL ACTION OR INFORMATION NOTICES**	Documents used by personnel officers to create or change information in the personnel records of individual employees concerning hiring, termination, transfer, pay grade, position or job title, leaves of absence, name changes, and similar personnel actions **except** those noted elsewhere in this part.	2 years from the date of creation or the personnel action involved, whichever is later.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-25	**PERSONNEL STUDIES AND SURVEYS**	Studies, statistical reports, surveys, cost analyses and projections, and similar records, **except** those noted elsewhere in this part, on any aspect of the personnel management or administration of a local government.	3 years.	**Retention Note:** Review before disposal; some documents may merit **PERMANENT** retention for historical reasons.
GR1050-26	**POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS**			
GR1050-26a	**POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS**	Job descriptions, including any associated task or skill statements. Also includes documentation concerning the development and analysis of job descriptions and classification systems, including survey, review and audit reports; classification standards and guidelines; selection criteria; determination of classification appeals; etc.	US or position abolished + 4 years.	By regulation - 40 TAC 815.106(i).
GR1050-26b	**POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS**	Position staffing and vacancy reports.	US.	
GR1050-26c	**POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS**	Personnel requisitions.	2 years.	
***GR1050-27**	**REDUCTION IN FORCE PLANS**	Reduction in force plans and any related documentation.	US, or if implemented, 2 years from date of last reduction in force action under the plan.	
GR1050-28	**TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS**			For other records relating to aptitude or skills tests **required** of job applicants or of current personnel to qualify for promotion or transfer see item number GR1050-02.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-28a	**TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS**	Certificates of completion, transcripts, test scores, or similar records documenting the training, testing, or continuing education achievements of an employee if such training or testing is required for the position held or if the educational or skill attainment or enhancement affects or could affect career advancement in the local government or, in the case of licensed or certified personnel (e.g., school professionals, firefighters, police officers, health care professionals), in other governments or the private sector.	Date of separation + 5 years.	**Retention Note:** If information concerning training or testing (e.g., test scores) is transferred to an Employee Service Record (item number GR1050-12), the document from which the information is taken need be retained for only 2 years.
GR1050-28b	**TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS**	Records documenting the planning, development, implementation, administration and evaluation of in-house training programs.	2 years.	
GR1050-28c	**TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS**	Training manuals, syllabuses, course outlines, and similar training aids used in in-house training programs.	US, expired, or discontinued + 2 years.	
GR1050-28d	**TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS**	Skill or achievement measurement records of a training group or class as a whole (e.g., rosters with scores).	2 years.	**Retention Note:** If the only information documenting the in-house training of an employee of the types described in (a) is contained in the measurement records of a group or class as a whole, the group records must be retained for the date of separation + 5 years for all employees included in the group records.
GR1050-29	**UNEMPLOYMENT COMPENSATION CLAIMS RECORDS**	Unemployment claims, pertinent correspondence, and similar records documenting unemployment compensation cases.	After closed + 5 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1050-30**	**VERIFICATIONS OF EMPLOYMENT ELIGIBILITY (Form I-9)**		3 years from hire or 1 year after separation, whichever later.	By regulation - 8 CFR 274a.2(b)(2)(i)(A) and (c)(2) **Retention Note:** If a former employee is rehired and a Form I-9 is still on file for the employee, the 3-year retention period dates from date of first hire.
GR1050-31	**WORK SCHEDULES**	Work, duty, shift, crew, case schedules, rosters, or assignments **except** work schedules includable in item number GR1050-56.	1 year.	
***GR1050-32**	**WORKERS COMPENSATION CLAIM RECORDS**	Records of accidents to or job-related illnesses of employees.		**Retention Note:** Refer to GR1050-22b(1) for any medical or exposure records created or collected.
***GR1050-32a**	**WORKERS COMPENSATION CLAIM RECORDS**	Initial and supplemental incident forms, reports, or logs.	CE + 5 years.	By regulation - 29 CFR 1904.33. **Retention Note:** If a claim is filed as a result of the accident or illness any forms or reports related to the incident must be retained under GR1050-32b.
***GR1050-32b**	**WORKERS COMPENSATION CLAIM RECORDS**	Records of workers compensation claims filed by employees, including any reports or investigations used to determine eligibility.		
		(1) If the local government is self-insured.	CE of closure of claim + 50 years.	
		(2) If the local government is not self-insured.	CE + 5 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-33	**FINANCIAL DISCLOSURE STATEMENTS**	Financial disclosure statements of officers and/or employees of a local government required by Local Government Code Section 145.007(c) or 159.007(c).	Date of separation + 2 years.	By law – Local Government Code, Section 145.007(c); 159.007(c). **Retention Notes:** a) For campaign contribution and expenditure statements see item number EL3125-01 in Local Schedule EL (Records of Elections and Voter Registration). b) See item number EL3125-04 for financial disclosure statements of local government candidates.
GR1050-34	**PUBLIC ACCESS OPTION FORMS**	Form completed and signed by employee or official, or former employee or official, electing to keep home address, home telephone number, social security number, and family information open or confidential under the Public Information Act, Government Code 552.024.	US.	**Retention Note**: The last public access option form completed by an employee prior to termination of employment must be retained as part of the Employee Service Record (see record number GR1050-12 in this schedule).
GR1050-35	**EMPLOYEE EXIT INTERVIEWS**	Records of interviews and other supporting documentation conducted at time of employee termination.	Date of separation + 2 years.	
GR1050-36	**CRIMINAL HISTORY CHECKS**	Used for condition of or in conjunction with employment application.	End of employee's probationary period or after immediate purpose has been fulfilled, as applicable.	By law - Government Code, Chapter 411 Subchapter F for certain education institutions and fire departments, and by authority of this schedule for all other local governments. **Retention Note:** A local government that is authorized to obtain criminal history recorded information from the Texas Department of Public Safety must refer to Subchapter F, Chapter 411, Government Code for appropriate retention and use of this information.
***GR1050-37**	**EMPLOYEE ACKNOWLEDGEMENT FORMS**	Employee acknowledgement forms or other documentation that show proof of receipt and awareness of local government policies and procedures.	US or date of separation +2 years, as applicable.	**Retention Note:** See item number GR1050-08b for acknowledgement forms of pension and deferred compensation policies and procedures.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-38	**UNSOLICITED RÉSUMÉS**	Unsolicited résumés received by local governments not used in the employment selection process.	AV.	**Retention Note**: See item number GR1050-14 for résumés, whether solicited or unsolicited, that are used in any way in the employment selection process.
GR1050-39	**VOLUNTEER SERVICE FILES**	Information about individual volunteers and duties they perform.	US or date of separation + 3 years.	
***GR1050-40**	**APPLICATIONS FOR PERMANENT EMPLOYMENT CERTIFICATION (ETA Form 9089)**	Includes applications and supporting documentation, including employment applications, summaries of recruitment efforts, job postings, newspaper advertisements, job orders with the Texas Workforce Commission, and correspondence with the U.S. Department of Labor and attorneys.	Date of filing of application + 5 years.	
***GR1050-41**	**OUTSIDE/SECONDARY EMPLOYMENT AUTHORIZATIONS**	Personnel forms requesting permission to perform at a job outside of the local government.	Date of separation or until superseded + 2 years, as applicable.	
***GR1050-42**	**LICENSE AND DRIVING RECORD CHECKS**		US or date of separation.	**Retention Note:** See item number SD3500-03c for driving record checks of school bus drivers.
***GR1050-43**	**LABOR STATISTICS REPORTS**	Reports providing statistical information on labor force.	3 years.	
***GR1050-44**	**AMERICANS WITH DISABILITIES ACT (ADA) DOCUMENTATION**	Self evaluations and plans documenting compliance with the requirements of the Americans with Disabilities Act.	3 years.	By regulation - 28 CFR 35.105(c).

SECTION 3-2: PAYROLL RECORDS

Retention Note: OTHER ACCOUNTING RECORDS - This section supplements Section 2-2 and schedules financial and accounting records found in most local governments specific to the disbursement of payroll. If a payroll-related record is not scheduled in this section, use Section 2-2 for the comparable record; e.g., payroll fund reconciliations should be retained for FE + 5 years under the retention for Banking Records (see item number GR1025-28).

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-50	**DEDUCTION AUTHORIZATIONS**	Documentation used to start, modify, or stop all voluntary or required deductions from payroll, including orders of garnishment or other court-ordered attachments.	4 years after separation or 4 years after amendment, expiration, or termination of authorization, whichever sooner.	
GR1050-51	**DIRECT DEPOSIT APPLICATIONS/ AUTHORIZATIONS**		US or date of separation, as applicable.	
GR1050-52	**EARNINGS AND DEDUCTION RECORDS**			
GR1050-52a	**EARNINGS AND DEDUCTION RECORDS**	A record containing the following payroll information on each employee: name, last known address and social security number, amount of wages paid to the employee for each payroll period, including all deductions, and date of payment.	Retention of any one of the following records for 5 years by school districts or 4 years by other local governments will satisfy the retention requirement: 1) Individual employee earnings card or record that shows earnings and deductions for each pay period. 2) Master payroll register which shows earnings and deductions for each pay period.	By regulation - 20 CFR 404.1225(b) (3) and 40 TAC 815.106(i).

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-52b	**EARNINGS AND DEDUCTION RECORDS**	A record containing the following minimum pension and deferred compensation information on each employee: name, date of birth, social security number, and amount of pension and deferred compensation deductions.	The retention of any one of the following for date of separation + 75 years will satisfy the retention requirement: 1) Individual employee earnings card or record as in (a)(1). 2) Employee Service Record (see item number GR1050-12) **if** it contains the prescribed pension and deferred compensation deduction data. 3) Master payroll register, or the final year-to-date register of each calendar year, **if** the register shows **all** persons employed during the year from whose wages, pension, and deferred compensation deductions were made.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-52b (continued)	**EARNINGS AND DEDUCTION RECORDS**		4) Pension and deferred compensation deduction register, or the final year-to-date pension deduction register of each calendar year, if the register lists **all** persons employed during the year from whose wages pension and deferred compensation deductions were made. 5) Copies of annual or other periodic statements furnished to each employee detailing the deductions and contributions to a pension or deferred compensation plan during the past year or period.	
GR1050-52c	**EARNINGS AND DEDUCTION RECORDS**	Master payroll register, including year-to-date registers, **if not used** to satisfy either of the retention requirements set in (a) or (b).	FE + 5 years for school districts; FE + 3 years for other governments.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-52d	**EARNINGS AND DEDUCTION RECORDS**	Subsidiary payroll registers, **if not used** to satisfy either of the retention requirements set in (a) or (b). (1) If data contained in the subsidiary payroll register **is not** contained in the master payroll register. (2) If data contained in the subsidiary payroll register **is** contained in the master payroll register.	FE + 5 years for school districts; FE + 3 years for other governments. AV.	
GR1050-52e	**EARNINGS AND DEDUCTION RECORDS**	Copies of annual or other periodic statements furnished to each employee detailing the deductions and contributions to a pension or deferred compensation plan during the past year or period, **if not used** to satisfy the retention requirement set in (b).	2 years.	
GR1050-52f	**EARNINGS AND DEDUCTION RECORDS**	Payroll adjustment records, including transaction registers, authorizations, and similar records authorizing and detailing adjustments to payroll records because of overpayment, underpayment, etc.	FE + 5 years for school districts; FE + 3 years for other governments.	
GR1050-53	**FEDERAL AND STATE TAX FORMS AND REPORTS**			
GR1050-53a	**FEDERAL AND STATE TAX FORMS AND REPORTS**	Forms used to determine withholding from wages and salaries for payroll tax purposes (W-4 Forms).	4 years after separation or 4 years after form amended, whichever sooner.	By regulation - 20 CFR 404.1225(b) (3), 26 CFR 31.6001-1(e) (2) for federal forms and by authority of this schedule for any state forms.
GR1050-53b	**FEDERAL AND STATE TAX FORMS AND REPORTS**	Forms and reports used to report the collection, distribution, deposit, and transmittal of payroll or unemployment taxes (W-2, 1099).	4 years after tax due date or date tax paid, whichever later.	By regulation - 20 CFR 404.1225(b) (3), 26 CFR 31.6001-1(e) (2) for federal forms and by authority of this schedule for state forms.
GR1050-54	**LEAVE RECORDS**			

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-54a	**LEAVE RECORDS**	A record containing a record of the unused accumulated sick leave of each employee **if** (1) all or a percentage of accumulated sick leave is used to calculate length of service and/or (2) accumulated sick leave is creditable to an employee if rehired.	The retention of any one of the following for date of separation + 75 years will satisfy the retention requirement: 1) Individual employee earnings card or record as described in item number GR1050-52a if it also contains accumulated sick leave data. 2) Employee Service Record (see item number GR1050-12) if it contains the accumulated sick leave data prescribed. 3) Copy of the final time summary or leave status report, as noted in (d), of each separated employee.	
GR1050-54b	**LEAVE RECORDS**	Requests and authorizations for vacation, compensatory, sick, Family and Medical Leave Act (FMLA), and other types of authorized leave, and supporting documentation.	FE + 5 years for school districts; FE + 3 years for other governments.	By regulation – 29 CFR 825.500.
GR1050-54c	**LEAVE RECORDS**	Leave or hours-to-date registers.	FE + 5 years for school districts; FE + 3 years for other governments.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-54d	**LEAVE RECORDS**	Copies of periodic time summary or leave status reports furnished to each employee containing information on vacation, sick, compensatory, or other leave earned and used, including the final report of separated employees **if they are not used** to satisfy the retention requirement set in (a).	2 years.	
GR1050-55	**PAYROLL ACTION OR INFORMATION NOTICES**	Documents used by payroll officers to create or change information in the payroll records of individual employees **except** deduction authorizations (see item number GR1050-50) and federal tax forms [see item number GR1050-53(a)].		
***GR1050-55a**	**PAYROLL ACTION OR INFORMATION NOTICES**	Documents concerning hiring, termination, transfer, pay grade, position or job title, name changes, etc.	2 years from the date of creation or personnel action involved, whichever is later.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49. **Retention Note**: Refer to GR1050-12 in this schedule as some information must be kept in Employee Service Record.
GR1050-55b	**PAYROLL ACTION OR INFORMATION NOTICES**	Documents concerning adjustments to payroll and leave status.	FE + 3 years.	**Retention Note**: Refer to GR1050-12 in this schedule as some information must be kept in Employee Service Record.
GR1050-56	**TIME AND ATTENDANCE REPORTS**	Time cards or sheets, including work schedules and documentation evidencing adherence to or deviation from normal hours for those employees working on fixed schedules.	4 years.	By regulation - 40 TAC 815.106(i).
GR1050-57	**TIME CHANGE RECORDS**	Requests and authorizations for overtime, time trading, and other actions that affect normal work time **except** leave requests [see item number GR1050-54(c)].	2 years.	
GR1050-58	**REIMBURSABLE ACTIVITIES, REQUESTS AND AUTHORIZATIONS TO ENGAGE IN**	Requests and authorizations for travel; participation in educational programs, workshops, or college classes; or for other *bona fide* work-related activities in which the expenses of an employee are defrayed or reimbursed.	FE + 5 years for school districts; FE + 3 years for other governments.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-59	**WAGE AND SALARY RATE TABLES**			
GR1050-59a	**WAGE AND SALARY RATE TABLES**	If wage or salary rate for each position listed on an Employee Service Record (see item number GR1050-12) is expressed in dollars.	2 years after last effective date.	By regulation - 29 CFR 516.6(a)(2).
GR1050-59b	**WAGE AND SALARY RATE TABLES**	If wage or salary rate for each position listed on an Employee Service Record (see item number GR1050-12) is indicated by grade or step number only.	Date of separation + 75 years.	

PART 4: SUPPORT SERVICES RECORDS

SECTION 4-1: PURCHASING RECORDS

Retention Notes: RELATIONSHIP WITH ACCOUNTS PAYABLE RECORDS **-** In a local government in which purchasing and accounts payable records (see item number GR1025-26) are maintained by the same individual or department, duplicate copies of a record need not be created and/or retained to satisfy the retention requirements of this section if the record is used in documenting both the ordering and procurement of and payment for goods and services. In such instances, retention requirements for accounts payable records prevail over those noted in this section.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-01	**BIDS AND BID DOCUMENTATION**			
GR1075-01a	**BIDS AND BID DOCUMENTATION**	Successful bids and requests for proposals, including invitations to bid, bid bonds and affidavits, bid sheets, and similar supporting documentation.	FE of award + 5 years for school districts; FE + 3 years for other governments.	**Retention Note:** If a formal written contract is the result of a successful bid or request for proposal, the successful bid or request for proposal and its supporting documentation must be retained for the same period as the contract. See item number GR1000-25.
GR1075-01b	**BIDS AND BID DOCUMENTATION**	Unsuccessful bids.	2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-01c	**BIDS AND BID DOCUMENTATION**	Requests for informal bid estimates, quotes, or responses from providers for the procurement of goods or services for which state law or local policy does not require the formal letting of bids.	1 year.	
GR1075-01d	**BIDS AND BID DOCUMENTATION**	Requests for information (RFI) preliminary to the procurement of goods or services by direct purchase or bid.	AV after date of direct purchase, issuance of request for bids, or decision not to proceed with the procurement, as applicable.	
***GR1075-02**	**PARTS AND SUPPLIES INVENTORY RECORDS**	Inventories of parts and supplies.	1 year.	
GR1075-03	**PURCHASE ORDER AND RECEIPT RECORDS**			
GR1075-03a	**PURCHASE ORDER AND RECEIPT RECORDS**	Purchase orders, requisitions, and receiving reports.	FE + 5 years for school districts; FE + 3 years for other governments.	
GR1075-03b	**PURCHASE ORDER AND RECEIPT RECORDS**	Purchasing log, register, or similar record providing a chronological record of purchase orders issued, orders received, and similar data on procurement status.	FE + 3 years.	
GR1075-03c	**PURCHASE ORDER AND RECEIPT RECORDS**	Packing slips and order acknowledgments.	AV.	
GR1075-03d	**PURCHASE ORDER AND RECEIPT RECORDS**	Vendor and commodity lists.	US.	
GR1075-04	**W-9 FORM - REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (TIN) AND CERTIFICATION**	W-9 IRS Form used to request a taxpayer identification number (TIN) for reporting information to IRS. This includes W-9 forms received by local governments from vendors.	Date account is opened or date instrument purchased + 3 years.	By regulation - 26 CFR 31.3406(h)-3(g).

SECTION 4-2: FACILITY, VEHICLE, AND EQUIPMENT MANAGEMENT RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-15	**ACCIDENT AND DAMAGE REPORTS (PROPERTY)**	Reports of accidents or damage to facilities, vehicles, or equipment **if** no personal injury is involved.	3 years.	**Retention Note:** For accident reports involving personal injury see item numbers GR1000-20 and GR1050-32.
GR1075-16	**CONSTRUCTION PROJECT RECORDS**			
***GR1075-16a**	**CONSTRUCTION PROJECT RECORDS**	Records concerning the planning, design, construction, conversion, or modernization of local government-owned facilities, structures, infrastructure (i.e. electrical lines, underground water lines), and systems, including feasibility, screening, and implementation studies; topographical and soil surveys and reports; architectural and engineering drawings, elevations, profiles, blueprints, and as-builts; inspection and investigative reports; laboratory test reports; environmental impact statements; construction contracts and bonds; correspondence; and similar documentation **except as described in (b), (c) or (d)**.	LA + 10 years.	**Retention Notes: a) Review before disposal; some records may merit PERMANENT retention for historical reasons.** **b)** If a structure, facility, or system is sold or transferred to another person or entity, the local government must retain the original records relating to its construction to fulfill retention requirements. Copies of the records may be given to the person or entity to which the structure, facility, or system is sold or transferred. c) Records of the types described relating to places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained **PERMANENTLY**.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1075-16b**	**CONSTRUCTION PROJECT RECORDS**	Records of the types described in GR1075-16a relating to the construction of prefabricated storage sheds, bus shelters, parking lot kiosks, non-structural recreational facilities such as baseball diamonds and tennis courts, and similar structures and facilities.	Completion of the project + 10 years.	**Retention Notes:** a**)** Review before disposal; some records may merit **PERMANENT** retention for historical reasons. Records relating to construction of some of the described structures will have historical value if they are closely associated with a major structure as described in GR1075-16a. For example, records relating to the construction of gazebos, fountains, walls, or statuary located on the grounds of a county courthouse are part of the landscape of the courthouse and its grounds and should be retained **PERMANENTLY**. b) Records of the types described relating to places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained **PERMANENTLY**. c) If the construction of a structure described in GR1075-16b includes infrastructure (i.e. electrical lines, underground water lines, etc.), records of the infrastructure must be maintained **Life of Asset + 10 years.**
***GR1075-16c**	**CONSTRUCTION PROJECT RECORDS**	Records relating to construction projects described in GR1075-16a and GR1075-16b, that are transitory or of ephemeral relevance, and are not required for maintaining, modifying, and repurposing the building or structure. Records may include, but are not limited to, records of architectural and engineering draft design plans and specifications that precede the signed and sealed versions, , delivery tickets for expendable products, daily work reports, etc.	5 years.	**Retention Note:** Records of the types described relating to places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained **PERMANENTLY**.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1075-16d**	**CONSTRUCTION PROJECT RECORDS**	Line Locate Requests, Call Before You Dig records, or other similar records documenting requests for information regarding locations of the underground cable or utility lines.	Completion of project requiring the locate request + 2 years.	**Retention note:** If damage to utility lines becomes subject to litigation, the locate records must be retained in accordance with GR1000-31 (Litigation Case Files).
GR1075-17	**LOST AND STOLEN PROPERTY REPORTS**		FE + 3 years.	
GR1075-18	**MAINTENANCE, REPAIR, AND INSPECTION RECORDS**	Records documenting the maintenance, repair, and inspection of facilities, vehicles, and equipment.		**Retention Note:** This record group schedules records of maintenance and repair to general-purpose vehicles, office equipment, and office facilities. For retention requirements for the maintenance and repair of specialized vehicles (e.g., police cars, fire trucks, school buses), equipment (e.g., airport runway beacons, traffic lights), or facilities (e.g., wastewater treatment plants) see other commission schedules.
GR1075-18a	**MAINTENANCE, REPAIR, AND INSPECTION RECORDS**	Vehicles and equipment.		
		(1) Routine inspection records.	1 year.	
		(2) Maintenance and repair records.	Life of asset.	**Retention Note:** If a vehicle is salvaged as the result of an accident, the maintenance and repair records for the vehicle must be retained for date of salvage + 1 year.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-18b	**MAINTENANCE, REPAIR, AND INSPECTION RECORDS**	Facilities.		
		(1) Routine cleaning, janitorial, and inspection work.	1 year.	
		(2) All other facility maintenance, repair and inspection records (including those relating to plumbing, electrical, fire suppression, and other infrastructural systems).	5 years.	**Retention Note:** Records of the types described relating to government-owned structures or places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained **PERMANENTLY**.
***GR1075-19**	**SERVICE REQUESTS/WORK ORDERS**	Requests or work order for repairs or maintenance to facilities, vehicles, or equipment.	2 years.	**Retention Note:** If work orders serve as the only form of record documenting repairs to vehicles or equipment [see item number GR1075-18(a)] they must be retained for the life of the vehicle or equipment.
GR1075-20	**USAGE REPORTS**	Reports of usage of facilities, vehicles, and equipment.		
***GR1075-20a**	**USAGE REPORTS**	Any type of usage report (e.g., mileage, fuel consumption, copies run) **if** such reports are the basis for allocating costs, for determining payment under rental or lease agreements, etc.	FE + 5 years for school districts; FE + 3 years for other governments.	
***GR1075-20b**	**USAGE REPORTS**	Reservation logs or similar records relating to the use of facilities such as meeting rooms, auditoriums, etc. by the public or other governmental agencies.	2 years.	
***GR1075-20c**	**USAGE REPORTS**	Usage reports compiled for purposes other than those noted in (a) or (b).	1 year.	
GR1075-21	**VEHICLE OR EQUIPMENT ASSIGNMENT RECORDS**	Assignment logs, authorizations, and similar records relating to the assignment and use of government-owned vehicles or equipment by employees.	After return or reassignment + 2 years.	
GR1075-22	**VISITOR CONTROL REGISTERS**	Logs, registers, or similar records documenting visitors to limited access or restricted areas.	3 years.	**Retention Note:** If the visitor control register is needed as part of an investigation it should be retained with the investigation case file PS4125-05.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1075-23**	**VEHICLE AND EQUIPMENT WARRANTIES**	Warranties for vehicles and equipment.	Expiration of warranty + 1 year.	
GR1075-24	**VEHICLE TITLES AND REGISTRATIONS**	Vehicle titles and registrations of government- owned vehicles.	LA.	
GR1075-25	**SURVEILLANCE VIDEOS**	Video surveillance for, but not limited to, security of property and persons.	AV.	**Retention Note:** If the surveillance video is needed as part of an investigation it should be retained with the investigation case file PS4125-05.
***GR1075-26**	**EQUIPMENT MANUALS**	Equipment manuals, owner's manuals, instructional manuals, or other similar documentation for government owned equipment, **except** for equipment manuals noted elsewhere in this schedule or other schedules adopted by the commission.	LA.	

SECTION 4-3: COMMUNICATIONS RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-40	**POSTAL AND DELIVERY SERVICE RECORDS**			
GR1075-40a	**POSTAL AND DELIVERY SERVICE RECORDS**	Meter and permit usage records.	1 year.	
GR1075-40b	**POSTAL AND DELIVERY SERVICE RECORDS**	Registered, certified, insured, and special delivery mail receipts and similar records of transmittal by express or delivery companies.	1 year.	
GR1075-41	**TELEPHONE LOGS OR ACTIVITY REPORTS**	Registers or logs of telephone calls and fax transmissions made and similar activity reports.		
GR1075-41a	**TELEPHONE LOGS OR ACTIVITY REPORTS**	If the log, report, or similar record is used for cost allocation purposes.	FE + 5 years for school districts; FE + 3 years for other governments.	
GR1075-41b	**TELEPHONE LOGS OR ACTIVITY REPORTS**	If the log, report, or similar record is used for internal control purposes other than cost allocation.	1 year.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-41c	**[WITHDRAWN –SEE GR1075-43]**			
***GR1075-42**	**E-RATE RECORDS**	E-Rate is the Schools and Libraries Program of the Universal Service Fund that provides discounts to schools and libraries for telecommunications and Internet access. E-Rate is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communication Commission (FCC). All records related to the application for, receipt, and delivery of discounted telecommunications and other supported services.	FE + 10 years.	By regulation - 47 CFR 54.516.
***GR1075-43**	**DIRECTORY INFORMATION**	Mailing addresses, telephone or fax numbers, or email addresses, or other contact information maintained by a local government on its employees or persons it serves.	US, expired, or discontinued.	

SECTION 4-4: WORKPLACE SAFETY RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
GR5750-01	**BLOODBORNE PATHOGEN TRAINING RECORDS**	Records of training given to employees with exposure to bloodborne pathogens showing the dates of training sessions, contents or summaries of the sessions, names and job titles of those who received training, and names and qualifications of instructors.	3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR5750-02	**FACILITY CHEMICAL LISTS**	Copies of tier two forms containing information of hazardous chemicals present in local government facilities submitted to the fire chief of the fire department having jurisdiction over the facilities and to the Texas Department of State Health Services as required by Health and Safety Code, Section 506.006.	30 years.	
GR5750-03	**HAZARD COMMUNICATION PLANS**	Plans describing how criteria of the Hazard Communications Act (Chapter 502, Health and Safety Code) with regard to the education and training of employees will be met.	US + 5 years.	By law - Health and Safety Code, Section 502.009(g).
GR5750-04	**HAZARDOUS MATERIALS TRAINING RECORDS**	Records of training given to employees in a hazard communications program showing the date of each training session, subjects covered during the session, rosters of employees who attended, and the names of instructors.	5 years.	By law - Health and Safety Code, Section 502.009(g).
GR5750-05	**MATERIAL SAFETY DATA SHEETS (MSDS)**	Material safety data sheets (MSDS) supplied to local government employers by manufacturers or distributors of hazardous chemicals.	AV after receipt of updated sheet or the hazardous chemical is no longer present in the local government, as applicable.	
GR5750-06	**WORKPLACE CHEMICAL LISTS**	Lists of hazardous chemicals, including superseded lists, compiled and maintained by local governments in accordance with the Health and Safety Code, Section 502.005.	30 years.	By law - Health and Safety Code, Section 502.005(d). **Retention Note:** State law (Health and Safety Code, Section 502.005(d)) provides that if a local government is dissolved (e.g., a municipality through disincorporation), it shall send the workplace chemical lists in its possession to the director of the Texas Department of State Health Services.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR5750-07**	**DISASTER PREPAREDNESS AND RECOVERY PLANS**	Disaster preparedness, continuity of operations, business continuity, or other plans used to prepare for or respond to emergencies or disasters.	US.	

PART 5: INFORMATION TECHNOLOGY RECORDS

Retention Notes: (a) This part establishes retention periods for records essential to the creation, maintenance, and use of electronic records (information recorded in a form for computer processing including data, graphics, digital images, multi-media records, etc.) and records related to computer operations/technical support not covered elsewhere in this schedule. Records in this part may be maintained on whatever medium is appropriate including electronic (on-line, magnetic tape, optical disk, CD-ROM, etc.), paper, and microform.

(b) Other types of records may be maintained electronically that are listed elsewhere in this schedule, such as administrative, fiscal, personnel, and support services records, or in other specialized schedules adopted by the Texas State Library and Archives Commission, such as Local Schedule PS (Records of Public Safety Agencies), Local Schedule HR (Records of Public Health Agencies), etc. The retention period for those electronic records will be as specified under the appropriate records series item number according to the function of the information. For example, if an electronic system were used to maintain encumbrance and expenditure reports, the retention period for these electronic records would be 2 years as specified in item number 1025-04(d). Retention requirements apply to records maintained on all types of electronic systems including mainframe, minicomputer, microcomputer, local-area-network based systems, etc.

(c) Administrative rules of the Texas State Library and Archives Commission (13 TAC 7.71-7.79) require that retention procedures for electronic records with an approved retention of 10 years or more must include provisions for scheduling the disposition of the electronic records as well as related software, documentation, and indexes; and for regular recopying, reformatting, and other necessary maintenance or conversion activities to ensure the retention and stability of electronic records until the expiration of their retention periods.

(d) If automated information is copied to paper or microform to create the official record, the electronic files do not have to be maintained for the full retention period of the record. The added value of electronic files for facilitating retrieval, making queries, providing for automated audit trails, etc., should be carefully reviewed prior to destruction of the electronic files even though there is an official record in another medium.

SECTION 5-1: RECORDS OF AUTOMATED APPLICATIONS

Record Number	Record Title	Record Description	Retention Period	Remarks
GR5800-01	**AUDIT TRAIL RECORDS**	Files needed for electronic data audits such as files or reports showing transactions accepted, rejected, suspended, and/or processed; history files/tapes; records of on-line updates to application files or security logs.	Until audit requirements met.	
GR5800-02	**FINDING AIDS, INDEXES, AND TRACKING SYSTEMS**	Automated indexes, lists, registers, and other finding aids used to provide access to the hard copy and electronic records.	Until the related hard copy or electronic records have been destroyed.	
GR5800-03	**HARDWARE DOCUMENTATION**	Records documenting operational and maintenance requirements of computer hardware such as operating manuals, hardware/operating system requirements, hardware configurations, and equipment control systems.	Until electronic records are transferred to and made usable in a new hardware environment, or there are no electronic records being retained to meet an approved retention period that require the hardware to be retrieved and read.	**Retention Note:** If the retention period of electronic records is extended to meet requirements of an audit, litigation, Public Information Act request, etc., any hardware documentation required to retrieve and read the records must also be retained for the same period.
***GR5800-04**	**INFORMATION SYSTEM/DATABASE RECORDS**	Relatively long-lived computer files, including databases, containing organized and consistent sets of complete and accurate electronic records.	Until electronic records are transferred to and made usable in a new system environment, or the files have met a retention period established in this or other commission schedule, whichever sooner.	**Retention Notes:** a) The need to retain "snapshots" of some continuing information systems or databases should be carefully evaluated. For example, if a Geographic Information System has only current mapping information, historical versions of zoning changes would need to be maintained for long-term legal and historical value. b) Records managers should ensure that snapshots which support records on this or other commission schedules are retained for the full retention period of the records they support.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR5800-05**	**PROCESSING RECORDS**	Electronic files used to produce or modify an information system or database, including, but not limited to, work files, maintenance and test files, print files, and intermediate input/output records.	Until electronic records are transferred to and made usable in a new system environment, or the files have met a retention period established in this or other commission schedule, whichever sooner.	**Retention Note:** Routine or benchmark files used to test system performance and files which facilitate processing of a particular job or system run, but which do not add to, delete from, or substantially modify information in an information system or database need be retained only as long as administratively valuable.
***GR5800-06**	**SOFTWARE PROGRAMS**	Automated software applications and operating system files including job control language, etc.	Until electronic records are transferred to and made usable in a new software environment, or there are no electronic records being retained to meet an approved retention period that require the software to be retrieved and read.	**Retention Note:** If the retention period of electronic records is extended to meet requirements of an audit, litigation, Public Information Act request, etc. any software program required to retrieve and read the records must also be retained for the same period.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR5800-08**	**TECHNICAL DOCUMENTATION**	Records adequate to specify all technical characteristics necessary for reading or processing of electronic records and their timely, authorized disposition. Includes documentation describing how a system operates and which is necessary for using the system such as user guides, system or sub-system definitions, system specifications, input and output specifications, and system flow charts; program descriptions and documentation such as program flowcharts, program maintenance logs, change notices, and other records that document modifications to computer programs; and data documentation necessary to access, retrieve, manipulate and interpret data in an automated system such as a data element dictionary, file layout, code book or table, and other records that explain the meaning, purpose, structure, logical relationships, and origin of the data elements.	Until electronic records are transferred to and made usable in a new hardware or software environment with new documentation, or there are no electronic records being retained to meet an approved retention period that require the documentation to be retrieved and read.	**Retention Note:** If the retention period of electronic records is extended to meet requirements of an audit, litigation, open records action, etc. any technical documentation required to retrieve and read the records must also be retained for the same period.
***GR5800-09**	**AUTOMATED PROGRAM LISTING / SOURCE CODE**	Automated program code and builds which generate the machine-language instructions used to operate software programs.	Until superseded or software program no longer used, whichever sooner.	

SECTION 5-2: COMPUTER OPERATIONS AND TECHNICAL SUPPORT RECORDS

Retention Note: Not all of the following types of records will be created with all electronic systems. A local government should determine which records are needed according to the type of computer operation in use (mainframe, individual personal computers, networked personal computers, etc.). The records in this section may be maintained electronically (on-line, magnetic tape, optical disk, etc.) or on another medium such as paper or microform provided the approved retention period is met.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR5825-01**	**SYSTEM SECURITY RECORDS**		.	
***GR5825-01a**	**SYSTEM SECURITY RECORDS**	Records created for security purposes to control or monitor individual access to a system and its data, including but not limited to user account records, security login information, and password files.	US, date of expiration, or date of separation + 2 years, as applicable.	
***GR5825-01b**	**SYSTEM SECURITY RECORDS**	Records used to control and monitor the security of a system and its data, including vulnerability scans, intrusion tests, malicious code detection tests, threat and risk assessments, technical security reviews, patch management logs, intrusion detection logs, firewall logs, and related records. Records documenting incidents and investigations involving unauthorized attempted entry, probes and/or attacks on information systems or networks.	AV.	
GR5825-02	**BATCH DATA ENTRY CONTROL RECORDS**	Forms and logs used to reconcile batches submitted for processing against batches received and processed.	AV after reconciliation confirmed.	
GR5825-03	**CHARGEBACK RECORDS TO DATA PROCESSING SERVICES USERS**	Records used to document, calculate costs, and bill program units for computer usage and data processing services. These records are also used for cost recovery, budgeting, or administrative purposes.	FE + 5 for school districts; FE + 3 years for other local governments.	
GR5825-04	**COMPUTER JOB SCHEDULES AND REPORTS**	Schedules or similar records showing computer jobs to be run and other reports by computer operators or programmers of work performed.	90 days.	
GR5825-06	**DATA PROCESSING PLANNING RECORDS**	Reports, studies, analyses, projections, and similar records concerning the creation, development, or modification of data processing systems and services.	5 years.	**Retention Note:** Review before disposal; some records of this type may merit **PERMANENT** retention for historical reasons.
***GR5825-07**	**[WITHDRAWN – SEE GR5750-07]**			

Record Number	Record Title	Record Description	Retention Period	Remarks
GR5825-08	**ELECTRONIC MEDIA LIBRARY SYSTEM RECORDS**	Records used to control the location, maintenance, and disposition of media in an electronic media library **except** for records destruction documentation that is maintained permanently (see item number GR1000-40).	Until related records or media are destroyed or withdrawn from the library.	
***GR5825-09**	**DATA ENTRY DOCUMENTS**	Records or forms designed and used solely for data input and control **except** for data entry documents noted elsewhere in this schedule or other schedules adopted by the commission.	Until all data has been entered into the system and, if required, verified.	
GR5825-10	**NETWORK CIRCUITS INVENTORIES**	Records containing information on network circuits used by the government including circuit number, vendor, type of connection, terminal series, software, contact person, and other relevant information about the circuit.	US.	
GR5825-11	**NETWORK IMPLEMENTATION RECORDS**	Records used to implement a computer network including reports, diagrams of network, and wiring schematics.	US.	
***GR5825-12**	**OPERATING SYSTEM AND HARDWARE CONVERSION PLANS**	Records relating to the replacement of equipment or computer operating systems not included elsewhere in this schedule.	2 years after completion of conversion.	
GR5825-13	**OUTPUT RECORDS FOR COMPUTER PRODUCTION**	Reports showing transactions that were accepted, rejected, suspended, and/or processed.	AV.	
***GR5825-14**	**QUALITY ASSURANCE RECORDS**	Information verifying the quality of system, hardware, or software operations including records of errors or failures and the loss of data resulting from such failures, documentation of abnormal termination and of error free processing, checks of changes put into production, transaction histories, and other records needed as an audit trail to evaluate data accuracy.	Until no longer needed as an audit trail.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR5825-15	**PROJECT RECORDS**	Records created and used in the development, redesign, or modification of automated systems or applications.		**Retention Note:** Does not include purchasing records for computer software or hardware such as individual personal computers, which are covered in Part 4 of this schedule.
GR5825-15a	**PROJECT RECORDS**	Project management records, design documentation, feasibility studies, justifications, user requirements, etc.	3 years after completion of project.	
GR5825-15b	**PROJECT RECORDS**	Routine status reports, memos, and correspondence.	AV.	
***GR5825-16**	**SYSTEM ACTIVITY MONITORING RECORDS**	Records or logs that monitor and report levels and patterns of individual and organizational usage of system hardware, software application, and internet resources, including but not limited to log in files, system usage files, application usage files, data entry logs, print spool logs, and records of individual computer usage. May also include levels of storage and network/bandwidth traffic and other documentation related to activities for monitoring and ensuring optimal efficiency of system resource use.	AV.	
***GR5825-17**	**[WITHDRAWN – SEE GR1050-28]**			
GR5825-18	**INTERNET COOKIES**	Data resident on hard drives that make use of user-specific information transmitted by the Web server onto the user's computer so that the information might be available for later access by itself or other servers.	AV.	**Retention Note:** The disposal of Internet cookies need not be documented through destruction authorizations (GR1000-40(b)), but governments should establish procedures governing disposal of these records as part of its records management plan (GR1000-40(d)).
GR5825-19	**HISTORY FILES – WEB SITES**	A record of the documents visited during an Internet session that allows users to access previously visited pages more quickly or to generate a record of a user's progress.	AV.	**Retention Note:** The disposal of Internet history files need not be documented through destruction authorizations (GR1000-40(b)), but governments should establish procedures governing disposal of these records as part of its records management plan (GR1000-40(d).

Record Number	Record Title	Record Description	Retention Period	Remarks
GR5825-20	**SOFTWARE REGISTRATIONS, WARRANTIES, AND LICENSE AGREEMENTS**		LA + 3 years.	

Comments or complaints regarding the programs and services of the
Texas State Library and Archives Commission can be addressed to the
Director and Librarian, PO Box 12927, Austin, TX 78711-2927
512-463-5460 or 512-463-5436 Fax

Copies of this publication are available in alternative format upon request.

CONTRACT

MANAGEMENT

Goal: To ensure a systematic process to review and approve contracts with vendors to include purchases, services, maintenance agreements, construction, and other contracts as appropriate.

Contract Approval Authority:

- The Superintendent or his designee has been designated by the Board of Trustees to approve and execute all contracts for the purchase or goods or services for all single purchases that are less than $50,000.
- The Board of Trustees retains the authority to approve all contracts for the purchase of goods or services for any single purchase that exceeds $50,000.

Contract Review:

- The requestor or originator [campus or department] shall forward the Contract document(s) to the Director of Purchasing for review.
- The Contract Checklist Form shall be completed by the Director of Purchasing and attached to the Contract document(s) and forwarded to the Chief Financial Officer.
- The Contract documents shall include the vendor/contractor's contract form or the College Station ISD Contract.
- If the proposed vendor is new to the district, a completed College Station ISD Vendor Bid Application Packet shall be included with the contract documents.
- The Chief Financial Officer shall review the Contract Checklist.
- If the Contract is recommended as is, the Contract and review checklist will be returned to the originator to process a Purchase Order (PO) and attach the contract and Contract Review Checklist to the PO.
- The Director of Purchasing will retain the Vendor Bid Packet and save the Contract Review Checklist and Contract on the Business Share Drive.
- If the Contract is not acceptable as is, the Chief Financial Officer shall contact the contracting party to attempt to resolve the deficiency (ies).
    - Legal advice from the district's legal firm shall be obtained as necessary to remedy the contract deficiencies.
- If the Contract is not acceptable and cannot be corrected to an acceptable form, the Chief Financial Officer shall reject the contract and notify the originator. The rejected contract shall be filed in the Purchasing Department.
- The Receptionist for the Director of Purchasing shall file the rejected contract under vendor name, contract title, term, source of funds.

Contract Approval:

- ❑ The Chief Financial Officer shall return the original, signed Contract and Checklist to the originator to process a Purchase Requisition (PR).
- ❑ If the contract also requires School Board approval, the Chief Financial Officer shall prepare the Action Item for approval at the next regularly scheduled board meeting.
- ❑ If approved, the Executive Assistant for the Superintendent shall return the original, signed Contract to the Chief Financial Officer.
  - ❑ Upon receipt of the original, signed contract, the Chief Financial Officer shall forward the original contract and checklist to the originator to process a Purchase Requisition (PR) and the originator will upload the contract and checklist as an attachment to the PR.
- ❑ If necessary, the Lead Analyst for Accounts Payable shall enter the new vendor in the eFinance system by request from the originator.
  - o If the originator does not enter a purchase requisition (PR) and forward the contract documents to the Lead Analyst for Accounts Payable within thirty (30) business days, the Contract shall be voided. Notification shall be made by the Chief Financial Officer or his designee by email to the originator regarding the Contract cancellation.

Purchase Commitment for Contract (Purchase Order):

- ❑ The requestor shall submit a purchase requisition (PR) for the annual cost [fiscal year] of the contract.
- ❑ Upon receipt of the purchase requisition, the Purchasing Specialist shall ensure review and approve the requisition in accordance with the district's Purchasing Procedures.
- ❑ The Purchasing Specialist shall attach a copy of the approved contract to the purchase order and forward to the Director of Purchasing for approval in accordance with the district's Purchasing Procedures.
- ❑ Upon approval and signature of the purchase order, the Purchasing Specialist shall forward a copy of both the approved contract and purchase order to the vendor.

Contract Filing Procedures:

- Upon receipt of a fully executed Contract and Vendor Application Packet, the Director of Purchasing shall file the contract as noted below:
  - Scan the Contract to a PDF and file in the Shared Business contract folder, and
  - Submit the original Contract to Receptionist for Purchasing to file under vendor name, contract title, term, source of funds
- Contracts shall be filed by the length of the contract as noted below:
  - One-time or single fiscal year contracts shall be filed by fiscal year
  - Multi-year, term and recurring contracts shall be filed by vendor name
- An Excel spreadsheet of all multi-year contracts shall be maintained by the Receptionist for Purchasing. The spreadsheet shall contain the following information (at a minimum):
  - Vendor name and number
  - Starting and ending date of contract
  - Non-renewal or cancellation terms (for recurring contracts)

Contract Management:

- The originator shall be directly responsible to ensure that the contracting party performs the services covered by the Contract. The contract originator shall sign the invoice to certify that the work was completed to satisfactory standards.
- Upon completion of the service(s), the originator shall forward the receiving copy (green) of the purchase order to the Accounts Payable Analyst to request that payment be made to the contracting party.
- The Accounts Payable Analyst shall make partial or final payments only upon receipt of an invoice signed by the originator. The signature of the originator is verification that the services have been performed and that the payment should be made to the contracting party.

Vendor:	**Contract Amount:**	**Funds:**

Yes	No	N/A	Activity
			Contracting parties are correct?
			Term of contract is specified?
			Multi-year contract has a funding out clause on a fiscal year basis?
			Contract has an “auto-renew” provision?
			Venue is listed as Brazos County, Texas?
			Governing Law is the State of Texas?
			Amendments, if any, must be in writing and agreed to by both parties?
			Dispute resolution is mediation?
			Dispute resolution is arbitration?
			Termination clause has a “with or without cause” provision?
			Indemnification clause is worded appropriately (In accordance with Texas law)
			Payment terms, in accordance with Texas Prompt Payment Act?
			Attorney Fees are specified?
			Severability Clause is present?
			Confidentiality Clause is appropriately worded? (Subject to Texas PIA)
			Ownership of intellectual property for items created?
			Person (vendor) is indebted to district (if restricted in CH Local)?
			Professional services contracts were obtained under Govt. Code 2254.003?
			Interlocal Agreements: Vendor has stipulated contract-related or management fees? [Must report these fees to Board in writing on an annual basis.]
			Certificates of Insurance are required?
			Payment and/or Performance Bonds are required?
			Criminal history: Felony Conviction Form has been submitted for contractor and subcontractor, if any
			Criminal history: Vendor has certified that all contractor and subcontractor employees have been subject to a national criminal history [applicable if the contract includes “continuing duties” or “direct (unsupervised) contact with a student(s)]
			Conflict of Interest Questionnaire
			Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion from Lowered Tiered Transactions
			If a federal contract Proposer/Vendor Certification Forms ***Complete checklist for district contracts under federal awards***
			Certificate of Interested Parties Form 1295 (after contract is signed by both parties)
			Certification Regarding Terrorist Organizations and Boycott of Israel

Reviewed by: _____ Date: _____

Contract Recommended: ( )Yes ( )No Revised 8.8.17

CONTRACT PROVISIONS CHECKLIST FOR DISTRICT CONTRACTS
UNDER FEDERAL AWARDS

Yes	No	N/A	Activity
			If the contract is more that the simplified acquisition threshold ($250,000), does the contract contain provisions that address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate?
			If the contract is more than $10,000, does the contract address termination for cause and for convenience by the District including the manner by which it will be effected and the basis for settlement?
			If the contract is considered a "federally assisted construction contract" in 41 CFR Part 60-1.3, does the contract contain the required equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"?
			If the contract is a construction contract in excess of $2,000, does the contract include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction")? Does the contracts also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States")?
			If the contract is in excess of $100,000 and involves the employment of mechanics or laborers, does the contract include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) pertaining to contract work hours and safety standards?
			If the Federal award meets the definition of "funding agreement" under

			37 CFR §401.2 (a) and the District is entering into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," does the contract contain language regarding compliance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency?
			If applicable, and if the contract awarded is in excess of $150,000, does it contain a provision that requires the compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387)?
			Has the vendor/contractor certified that such party is not debarred from receiving a contract from the federal government?
			For contracts exceeding $100,000, has the vendor/contractor certified that that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352? Has the vendor/contractor made the required disclosure of any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award?

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EDGAR

PROCEDURES

&

FORMS

See Business Office Website for complete State & Federal Grants Manual

EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS (EDGAR)

For all purchases with federal grants, the district shall comply with the federal regulations, EDGAR related to the purchasing of goods and services (2 CFR 200.317-200.327). If the EDGAR regulations below conflict with State laws or regulations the more restrictive policy must be followed. Violation of procurement law can result in contract being void, initiate protest from vendors, litigation, repayment of federal funds and criminal penalties for the employees involved. All federal fund purchases must be aggregated by fiscal year by Commodity Code/Like Type Item. 2 CFR §200.320 officially sets the micro-purchase threshold at $10,000 in the aggregate across all federal grant programs for the fiscal year. It also allows the LEA to self-certify a higher micro purchase threshold of up to $49,999 if the LEA meets either of the following criteria: is a low-risk auditee for their most recent federal audit, or conducts an annual internal risk assessment to identify, mitigate, and manage financial risk. Due to state Financial Accountability System Resource Guide (FASRG) rules, the LEA may only self-certify a threshold up to $49,999. The LEA must determine the local threshold based on internal controls, risk, and documented procedures. The Business Office self-certifies the micro-purchasing threshold annually at FYE based the above requirements. Effective, 9/1/2022 the district self-certified the micro-purchase threshold at $49,999.00.

EDGAR Procurement Standards (2 CFR 200.317-200.327)

§ 200.317	Procurements by states.
§ 200.318	General procurement standards.
§ 200.319	Competition.
§ 200.320	Methods of procurement to be followed.
§ 200.321	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
§ 200.322	Domestic preferences for procurements.
§ 200.323	Procurement of recovered materials.
§ 200.324	Contract cost and price.
§ 200.325	Federal awarding agency or pass-through entity review.
§ 200.326	Bonding requirements.
§ 200.327	Contract provisions.

Types of EDGAR Purchases

- **Micro Purchase under $49,999.00**- Quotations not required but recommended to obtain the best value. Distribute equitably among qualified sources. Vendor must sign EDGAR Proposer/Vendor Certification Form and Conflict of Interest Questionnaire. All federal fund purchases must be aggregated by fiscal year by Commodity Code/Like Type Item. EDGAR 200.320(a).
- **Small Purchase $25,001-$49, 999 in the aggregate**- two quotes from qualified sources; selected vendor must sign EDGAR Proposer/Vendor Certification Form and Conflict of Interest Questionnaire. Attach both quotes to the requisition. If selecting the item with a higher cost, then provide an explanation why. 200.320(b)
- **Competitive Bid $50,001-$250,000 in the aggregate**- Default to State Rules 44.031 because it is more restrictive. Formal sealed bid or proposal publicly advertised by the Purchasing Department or the use of a purchasing cooperative bid. Board approval required. If using federal funds 2 quotes are required once the Commodity Code/Like Type Item reaches $50,000.
- **Simplified Acquisition Threshold $250,000+ in the aggregate**-Formal sealed bid, proposal or Request for Qualifications publicly advertised by the Purchasing Department. An **Independent Estimate form** must be completed prior to procurement and a **Cost/Price Analysis form** must be completed by the Purchasing Department following the procurement to document that each selected vendor's offered price was fair and reasonable.
- **Non-Competitive (Sole Source)** - purchase of goods or services from a "sole source vendor". A sole source vendor is defined as a vendor that meets the following requirements:
    - The goods or services are only available from a single source. The district shall acquire and maintain a copy of a vendor's sole source letter which specifies the statutory or other reason for its sole source status

    - A public exigency or emergency will not permit a delay resulting from the competitive solicitation process. The board shall declare an emergency prior to making such purchase
    - The granting agency or pass-through entity authorized the use of a non-competitive proposal method. District shall obtain written approval/authorization form from the granting agency or pass-through entity (TEA Division of Grants Administration)
    - After solicitation of a number of sources, competition is determined to be inadequate based on only one responsive vendor
    - Requires approval from TEA.
- **Professional Services (**2 CFR 200.459)
    - Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the non-Federal entity, are allowable, subject to paragraphs (b) and (c) of this section when reasonable in relation to the services rendered and when not contingent upon recovery of the costs from the Federal Government. In addition, legal and related services are limited under § 200.435.
    - EDGAR requires that the district select contractors based on the reasonableness of the fee, the necessity of the service, the qualifications of the contractor and other criteria.
    - Firm must provide a Statement of Qualifications with the proposal to the Grant Manager for approval prior to the creation of an agreement or purchase order
    - Staff or professional development may be considered a professional service. Grant Manager must furnish documentation of the trainer's particular skills in providing the specific training or staff development being requested.
    - Contracted Services by Education Service Center (ESC) - generally not considered professional services.

Commodity Codes/Like Type Items

Commodity Codes/Like Type Items with current spend totals is saved on the Google Drive. Link to Commodity Codes/Like Type Items. The Like Items/Commodity Code list is updated periodically based on purchasing needs.

Dispute Resolution

EDGAR 200.318(k) makes grantees responsible for the "settlement of all contractual and administrative issues arising out of procurements." The district is responsible for settling procurement issues including source evaluation, protests, disputes, and claims, as well as any other disputes that may arise. TEA is responsible for judging only those contract matters that are primarily of federal concern. Violations of law will be referred, as appropriate, to the legal authority with jurisdiction.

District State and Federal Grant Manual

The State and Federal Grants Manual is maintained by the Business Offices and located on their web page. Click here for the district's State and Federal Grant Manual.

2022-23 CSISD PURCHASING LEVELS AND REQUIREMENTS

PURCHASE COMMITMENT AMOUNT	STATE AND LOCAL FUNDS PURCHASE Support Required	FEDERAL FUNDS "2" PURCHASE Support Required
For purchases **Less than $50,000.00** (Micro-purchase/Fed Funds)	1 QUOTE USE OF DISTRICT OR CO-OP BID	1 QUOTE USE OF DISTRICT OR CO-OP BID
For purchases of **$50,000 and over** (by Commodity Code for Federal Funds) (Small purchase/Fed Law) Competitive Procurement/Texas Law	USE OF DISTRICT OR CO-OP BID VENDOR + 2 QUOTES RECOMMENDED + BOARD APPROVAL (if single purchase is $50,000 or more.) (Education Code 44.031)	2 QUOTES Minimum Recommend 3 (even if using DISTRICT or CO-OP BID) Quote can be internet print out. (Education Code 44.031)
For purchases over $250,000.00 (by Commodity Code for Federal Funds) (Single Acquisition Threshold/Fed Law) Competitive Procurement/Texas Law	USE OF DISTRICT OR CO-OP BID VENDOR + 2 QUOTES RECOMMENDED + BOARD APPROVAL (Education Code 44.031)	2 QUOTES Minimum Recommend 3 (must use DISTRICT or CO-OP BID vendor) Quote can be internet print out. + **Independent Est. by Purchasing** prior to bid advertisement
SOLE SOURCE PURCHASE $50,000.00 and over Less than $50,000 (no agenda item)	1 QUOTE + DISTRICT SOLE SOURCE FORM COMPLETED BY EMPLOYEE + BOARD APPROVAL (IF OVER $50,000	1 QUOTE + DISTRICT SOLE SOURCE FORM COMPLETED BY EMPLOYEE + TEA APPROVAL+BOARD APPROVAL (IF OVER $50,000)

** All federal fund purchases must be aggregated by fiscal year by Commodity Code/Like Type Item. When we reach the $25,000 total purchases by Commodity Code/Like Type Item the purchase is then considered a **Small Purchase and 2 quotes are required**.

The district defines the Commodity Codes/Like Type Items, but a single PO or single vendor purchases cannot be considered an item. The list of items must be made available for TEA and/or federal auditors. CFR 200.320 (a)(1)(iii).

Click here to go the awarded vendor list

Click here to go to the Commodity Code/Like Type Item List

2022-23 COLLEGE STATION I.S.D. PURCHASING LEVELS AND REQUIREMENTS

STATE AND LOCAL FUNDS

Purchases with **STATE AND LOCAL FUNDS** (budget code Does **NOT Start** with "2")

Purchase Commitment Amount	Support Required	Additional Forms	RFP/RFQ	Board Approval	Advertising
For purchases **Less than $10,000**	1 QUOTE OR USE OF DISTRICT OR Co-OP BID	NOT REQUIRED	NOT REQUIRED	NOT REQUIRED	NOT REQUIRED
For purchases of **$10,000 to $49,999.99**	2 Quotes OR USE OF DISTRICT OR Co-OP BID	2 QUOTES OR Bid/Co-OP contact No.	NOT REQUIRED	NOT REQUIRED	NOT REQUIRED
For purchases **$50,000 and Over** Competitive Procurement/Texas Law	USE OF DISTRICT OR Co-OP BID (Education Code 44.031)	2 QUOTES RECOMMENDED	REQUIRED if not using current district bid or Co-op bid	BOARD AGENDA ITEM REQUIRED	REQUIRED for Two (2) consecutive weeks + 2 weeks for responses + 2 weeks for analysis and board meeting (6 wks)
SOLE SOURCE PURCHASE $50,000.00 and over Less than $50,000 (no agenda item)	1 QUOTE	DISTRICT SOLE SOURCE FORM COMPLETED BY EMPLOYEE	NOT REQUIRED	AGENDA ITEM REQUIRED	NOT REQUIRED

STATE AND LOCAL FUNDS

2022-23 COLLEGE STATION I.S.D. PURCHASING LEVELS AND REQUIREMENTS

FEDERAL FUNDS

Purchases with **FEDERAL FUNDS** (budget code STARTS WITH "2")

Federal Fund purchases must be tracked/*aggregated by Commodity Codes/Like Type Items* for all federal funds **

Purchase Commitment Amount	Support Required	Additional Forms	RFP/RFQ	Board Approval	Advertising
For aggregate purchases **Less than $50,000.00** **(Micro-purchase/Fed Funds)**	1 QUOTE	NOT REQUIRED	NOT REQUIRED	NOT REQUIRED	NOT REQUIRED
For aggregate purchases **$50,000 and over by Comm. Code** **(Small purchase/Fed Law)** **Competitive Procurement/Texas Law**	1 Quote Min. Recommend 2. USE OF DISTRICT OR Co-OP BID (Education Code 44.031)	1 Quote Min. Recommend 2.	REQUIRED if not using current district bid or Co-op bid	BOARD AGENDA ITEM REQUIRED	REQUIRED for Two (2) consecutive weeks + 2 weeks for responses + 2 weeks for analysis and board meeting (6 wks)
For aggregate purchases over $250,000 by Comm. Code **(Single Acquisition Threshold/Fed Law)** **Competitive Procurement/Texas Law**	COMPETITIVE PROCUREMENT USE OF DISTRICT OR Co-OP BID (Education Code 44.031)	**Independent Est. by Purchasing** prior to bid advertisement	REQUIRED if not using current district bid or Co-op bid	AGENDA ITEM REQUIRED	REQUIRED Two (2) consecutive weeks
SOLE SOURCE PURCHASE * $50,000.00 and over	1 QUOTE	DISTRICT SOLE SOURCE FORM COMPLETED BY EMPLOYEE AND TEA Form (Approval by TEA required) Rare and expect 2-3 weeks min. for response	NOT REQUIRED	AGENDA ITEM REQUIRED	NOT REQUIRED
Less than $50,000 (no agenda item)				NOT REQUIRED (if below $50,000)	

* Currently TEA has approved Education Service Center 20 as a sole source vendor. All other vendors require case by case approval from TEA.

** All federal purchases will be aggregated by fiscal year by Commodity Code/Like Type Item. When we reach the $49,999.00 total purchases by Commodity Code/Like Type Item the purchase is then considered a Small Purchase/Competitive Bid and 1 quote required but 2 are recommended. The district defines the Commodity Codes/Like Type Items, but a single PO or single vendor purchases cannot be considered an item. The list of items must be made available for TEA and/or federal auditors. CFR 200.320 (a)(1)(iii).

CHILD NUTRITION FUNDS

Purchases with Child Nutrition Funds

Purchase Commitment Amount	Support Required	Additional Forms	RFP/RFQ	Board Approval	Advertising
For purchases **less than $10,000,** spread equitably across vendors. **(Micro-purchase/Fed Funds)**	1 Quote, but make sure reasonable pricing and spread equitably across vendors/suppliers	Required Documentation	Not Required	Not Required	Not Required
For purchases **$10,000 - $50,000** **(Small Purchase/Fed Funds)**	3 Quotes	Not Required	Not Required	Not Required	Not Required
For purchases **over $50,000** **(Single Acquisition Threshold/Fed)**	Competitive Procurement (ARM Section 17)	Bid or Proposal	Required	Board Agenda Item Required	Required Two (2) consecutive weeks

P:\Purchasing\PROCEDURE - Purchasing Manual-Handbook Updates\CNS PROCUREMENT MANUAL-2019

FORMS

Complete before soliciting or advertising for Proposals / Quotes

COLLEGE STATION ISD
INDEPENDENT ESTIMATE DETERMINATION

Purpose: Federal regulations require documentation of cost analysis or price analysis for every procurement action at or above $250,000. As part of the analysis, the regulations require documentation of an independent estimate reached before receiving bids or proposals (*see* 2 C.F.R. § 200.323) or before receiving quotes or proposals from other governmental entities through an interlocal contract or a purchasing cooperative (*see* 2 C.F.R. § 200.318 (e)). The Independent Estimate Determination is a form used to document CSISD's estimated range of fair and reasonable costs for the goods and/or services to be acquired and to document the analysis **PRIOR** to seeking bids, proposals, or quotes. The form is kept as part of the procurement file along with the cost or price analysis, which is conducted after receiving proposals but before awarding a contract, to demonstrate that the procurement process was conducted in an open and fair manner and that CSISD received the most advantageous price.

Instructions:
1. Complete one (1) Independent Estimate Determination form **PRIOR** to either (1) advertising and receiving bids or proposals or (2) seeking quotes or proposals from other governmental entities through an interlocal contract or a purchasing cooperative, and complete all sections.
2. Provide a detailed discussion of your independent estimate and attach the required supporting information.
3. Sign in blue ink and date the form.
4. Maintain a copy in the procurement/contract file along with the cost or price analysis (as completed before contract award), subject to retention schedules.

Prepared by: _____ **Date:** _____

Email: _____ **Phone Number:** _____

Division: _____

Subject: Independent Estimate Determination

PART I
SCOPE AND/OR SPECIFICATIONS

Please attach documentation reflecting the Scope or Proposal/Work and/or Specifications.
The attached Scope of Proposal/Work and/or Specifications contains the following (check all that apply):

For Goods/Equipment	For Services
☐ Estimated quantity of items and/or goods required	☐ List of services/responsibilities to be performed
☐ Detailed description of each item required	☐ Detailed list of deliverables/tasks required
☐ Specifications and/or drawings for materials required	☐ Anticipated contract term and start date
☐ Date items and/or goods are required	☐ Location of project
☐ Delivery address and point of contact	☐ Specifications, drawings, and/or pictures of job site or projected

	results

PART II
INDEPENDENT ESTIMATE GUIDE

Below is a guide for the completion of the Independent Estimate Determination. Please attach the documents requested under "items to include with independent estimate" to this Determination.

Estimate Type	Items to Include with Independent Estimate	Where to Find Supporting Information
Goods/Equipment	1. Product needed 2. Estimated quantity 3. Unit price 4. Markups – overheads – profit 5. Desired delivery schedule 6. Warranty	1. Vendor survey/market survey 2. Current or past contracts for the same or similar product 3. Historical price and costs data
Services (other than professional services, as defined by Tex. Educ. Code § 44.031(f) and/or Tex. Gov't Code Ch. 2254)	1. Tasks you want done 2. Types of people needed 3. Positions required 4. Estimated hours by position 5. Salary/billing rates applied 6. Prevailing wage rate category applied (if applicable) 7. Profit/applied fee 8. Direct expenses 9. Completion schedule	1. Current or past contracts for similar services 2. Other departments doing similar work 3. Historical price and cost data

PART III
INDEPENDENT ESTIMATE

Please complete the following form.

This Independent Estimate is for: ☐ Goods/Equipment ☐ Services

Discussion of independent estimate before receiving bids or proposals including CSISD's estimated reasonable price range for the goods and/or services (attach additional explanation if necessary): _____
_____
_____
_____
_____
_____

Goods/Equipment

Source Used to Develop Independent Estimate of Goods/Equipment (check all that apply and attach supporting documentation):

☐ Vendor survey/market survey
☐ Current or past contracts for the same or similar product
☐ Historical price and costs data
☐ Other (please specify source and attach supporting documentation): _____
_____
_____

Services

Source Used to Develop Independent Estimate of Services (check all that apply and attach supporting documentation):

☐ Current or past contracts for similar services
☐ Other departments doing similar work
☐ Historical price and costs data
☐ Other (please specify source and attach supporting documentation): _____
_____
_____

PART IV
ATTACHMENT CHECKLIST

The following required documentation is included as attachments to this Independent Estimate Determination (please check boxes to certify compliance with required documentation):

☐ **Scope of Proposal/Work and/or Specifications (as required by Part I).**

☐ **For goods/equipment, documentation reflecting the following (as required by Part II):**

- Product needed
- Estimated quantity
- Markups-overhead-profits
- Unit price
- Desired delivery schedule
- Warranty

☐ **For services, documentation reflecting the following (as required by Part II):**

- Tasks you want done
- Types of people needed
- Positions required
- Estimated hours by position
- Salary/billing rates applied
- Prevailing wage rate category applied
- Profit/applied fee
- Direct expenses
- Completion schedule

☐ **Documentation reflecting the source used to develop the independent estimate (as required by Part III).**

☐ **If applicable, additional supporting documentation (e.g., explanation of the process and/or sources used or explanation of the estimate reached). Please provide a brief explanation of the additional documents:**

PART V
CERTIFICATIONS

I certify that I developed this independent estimate prior to receiving bids or proposals as required by 2 C.F.R. § 200.323. I further certify that, to the best of my knowledge and belief, the information provided above and attached hereto is true and correct and that the independent estimate reflects a necessary, fair, and reasonable range of costs or prices for the future procurement.

Full Name of Individual Preparing Form

Signature Date

APPROVED:

*Level One: Full Name of Director of Purchasing

Signature Date

*Level Two: Full Name of Director for Program (grant)

Signature Date

*Level Three: Full Name of Deputy Superintendent for Business

Signature Date

* Items above $50,000

Complete after receive Proposals / Quotes but before contract award

College Station ISD (CSISD)

DETERMINATION OF COST OR PRICE ANALYSIS (REASONABLENESS)

Purpose: Federal regulations require documentation of cost analysis or price analysis for every procurement action at or above $250,000 (*see* 2 C.F.R. § 200.323). The Determination of Cost or Price Reasonableness form is used to document the analysis showing that the offered price is fair and reasonable. The form is kept as part of the procurement file to demonstrate that the procurement process was conducted in an open and fair manner and that CSISD received the most advantageous price. **This form is required by the Grant Director who is responsible for grant oversight and implementation of internal controls to meet the grant requirements.**

Instructions:

1. Complete a separate Determination of Cost or Price Reasonableness form for each vendor being recommended for contract award. Complete all sections.
2. Provide a detailed discussion of your price analysis or cost analysis. A Determination of Cost or Price Reasonableness form that lacks sufficient detail cannot be approved.
3. Sign in blue ink and date the form.
4. Maintain a copy on the grant file subject to retention schedules
5. Submit completed form to the Purchasing Director prior to contract award.

An improperly completed and/or unsigned form will be returned to the Grant Director.

Prepared by: _____ **Date:** _____

Email: _____ **Phone Number:** _____

Division: _____

Subject: Determination of Cost or Price Reasonableness

Good or service to be acquired: _____

RFP #: _____

Independent Estimate Produced before Receiving Bids or Proposals: ☐ Yes (attach supporting document(s))

Vendor: _____

Amount:_____

(Attach written quotation or other information that documents the estimate of cost or price reasonableness)
(As necessary include unit costs, rates, schedules, price estimates, and budgets, etc.)

I. This expenditure is being made under one or more of the following (check those that apply and attach supporting documentation):

☐ A. Sole source (as defined under TEC 44.031(j))

☐ B. Emergency procurement (as defined under TEC 44.031(h))

☐ C. Interlocal agreement or purchasing cooperative (TEC 44.031(a)(4) / Tex. Gov't Code Ch. 791; 2 C.F.R. § 200.318(e))

☐ D. Request for Quotations for goods or services at or above $250,000 (CSISD has a procedure of procuring and securing quotes for items under $50,000 and above $10,000)

☐ E. Request for Proposals for goods or services at or above $250,000 (CSISD has a policy of procuring goods and services valued at $50,000 or above in accordance with TEC 44.031(a))

☐ F. Request for Quotations or Requests for Proposals (where the solicitation is publically posted) where only one (1) quote/proposal is received

☐ G. Professional services (as defined under TEC 44.031(f) and/or Ch. 2254 of the Tex. Gov't Code)

☐ H. Price adjustment to Purchase Order No. _____ or Contract No. _____ and already procured under item A – G)

☐ I. Extension of an existing contract past its initial term. Contract extension is allowed under procurement method or contract. Extension must adhere to CH Local requirements for board approval and rationale is beneficial to HCDE.

_____

_____

☐ J. Other condition (specify):

_____

_____

II. Cost or price offered or fee negotiated is considered fair and reasonable for the following reason(s), and if applicable, is supported by attached documentation and/or a detailed discussion of the cost or price analysis *(select at least one applicable situation):*

☐ Comparison of previous CSISD purchase order and contract prices with current proposed price, for the same or similar items. Both the validity of the comparison and the reasonableness of the previous price(s) have been established *Attach the referenced CSISD purchase orders/contracts, amounts, issuance dates, and how they are similar to the current purchase.*

☐ Comparison with Vendor's published price lists, market prices, pricing indexes, and discount or rebate arrangements. *Attach published price list or other published pricing information used (a vendor's quotation or correspondence does not qualify as a published price list).*

☐ Comparison of proposed price with independent cost estimates. *Attach estimates used.*

☐ Comparison of proposed price with prices obtained through market research for the same or similar items. *Attach documentation of research conducted.*

☐ Analysis of Offeror's cost information. *Attach cost information.*

☐ The order is priced in accordance with existing CSISD Purchase Order No. _____ and/or CSISD Contract No. _____, which was competitively established.

☐ Other reason (specify):

_____

_____

CERTIFICATION:
I certify that the information provided above is true and correct to the best of my knowledge and belief. I further certify that I have determined that the costs or prices proposed are necessary, fair, and reasonable.

_____
Full Name of Individual Preparing Form

_____ _____
Signature Date

APPROVED:

_____
*Level One: Full Name of Director of Purchasing

_____ _____
Signature Date

_____
*Level Two: Full Name of Director for Program (grant)

_____ _____
Signature Date

_____
*Level Three: Full Name of Deputy Superintendent/Chief Financial Officer

_____ _____
Signature Date

* Items above $50,000

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TO BE COMPLETED BY DISTRICT EMPLOYEE.

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT
JUSTIFICATION OF SOLE SOURCE PURCHASE
QUESTIONNAIRE

Date: _____ Requisition #_____Vendor: _____ Amount of Purchase $_____

The Requesting Department must complete this questionnaire in its entirety, affirming that the product to be purchased is, to the best of its knowledge, sold exclusively by the recommended vendor and that no other **like** product exists in the market that would serve the same purpose or function. State and Federal law requires the decision to purchase sole source products be justified and documented.

1) Describe the purpose or function of the product being requested and identify the unique features, characteristics or specifications of the requested product.

_____
_____
_____
_____

2) Explain the need for the unique features, characteristics or specifications and the importance of the unique specifications related to the intended use of the product.

_____
_____
_____
_____

3) Provide evidence of the research that was completed, identifying other sources or competitors to this item that were evaluated including vendor names, manufacturers, model numbers, etc.

_____
_____
_____
_____

4) Reason why these products were found to be unsatisfactory for the intended purpose.

_____
_____
_____
_____

5) Is this a captive replacement part or component to be interfaced with an existing item? If yes, explain why and provide brand and model number of existing item.

_____
_____

6) Will this purchase obligate CSISD to particular vendor/product for future purchases either in terms of maintenance or more 'like" items or services in the future to match this one?

_____
_____

Name of Requestor: _____Position:_____

Department: _____Email: _____ Phone: _____

I hereby certify that the above request and justification is accurate and complete to the best of my knowledge and belief.

Signature of Director/Principal: _____Date: _____

Texas Education Agency

Grants Administration Division
Request for Noncompetitive Procurement (Sole-Source) Approval

Complete and submit this form to request prior approval for a noncompetitive, sole-source proposal. Limit one proposal per form.
Completion and submission of this form satisfies the requirement in 2 CFR 200.320(f).

Name of Federal Grant

Name of Grantee | County-District # | Date

Description of Request

Describe the proposal, and explain the rationale for making it noncompetitive.

Do you have a sole-source verification letter from the proposed vendor? ◯ Yes ◯ No

How many vendors have been contacted for price quotes that led you to determine that there is only a sole source?

List the vendors contacted:

Provide a reason that this procurement is a noncompetitive or sole-source procurement.

TEA APPROVAL REQUIRED AS OF 2018 FOR ANY FEDERAL PURCHASE CLAIMING TO BE SOLE SOURCE.

Certification

Name and Title of Authorized Official

Signature of Authorized Official | Date

This form must be signed by the authorized official.

Email this signed form to TEA's chief grants administrator at **grants@tea.texas.gov**.

For TEA Use

☐ Request for prior written approval is approved as requested.

☐ Request for prior written approval is approved with the following changes:

☐ Request for prior written approval is denied.

Signature of Chief Grants Administrator | Date

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Governmetn Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Exhibit 4.26.18

EDGAR CERTIFICATIONS
ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when the College Station ISD expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between College Station ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when College Station ISD expends federal funds, College Station ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when College Station ISD expends federal funds, College Station ISD reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. College Station ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if College Station ISD believes, in its sole discretion that it is in the best interest of College Station ISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by College Station ISD as of the termination date if the contract is terminated for convenience of College Station ISD. Any award under this procurement process is not exclusive and College Station ISD reserves the right to purchase goods and services from other vendors when it is in the College Station ISD's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when the College Station ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when College Station ISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when College Station ISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by College Station ISD resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by College Station ISD, Vendor certifies that during the term of an award for all contracts by College Station ISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by College Station ISD, Vendor certifies that

during the term of an award for all contracts by College Station ISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by College Station ISD, Vendor certifies that during the term of an award for all contracts by College Station ISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by College Station ISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by College Station ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials – When federal funds are expended, College Station ISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy

and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by College Station ISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(K) When federal funds are expended by College Station ISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by College Station ISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When College Station ISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of College Station ISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

College Station ISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that College Station ISD's Inspector GeneraL, FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF DHS SEAL, LOGO AND FLAGS

Vendor agrees that it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA pre-approval.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

Vendor agrees that FEMA financial assistance will be used to fund the Contract only. The Vendor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF NO OBLIGATION BY FEDERAL GOVERNMENT

Vendor agrees that the Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal Entity, Vendor, or any other party pertaining to any matter resulting from the Contract.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING FRAUD AND FALSE OR FRADULENT STATEMENTS OR RELATED ACTS

Vendor agrees that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Contract.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING CHANGES

Vendor agrees that in the event of any changes or modifications to the method, price, or schedule of the work, the cost of such changes will be reasonable, allowable, and within the scope of the grant.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

---

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

COLLEGE STATION I.S.D.

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of vendor is found in the Texas Education Code §44.034.

Felony Conviction Notification

Texas Education Code §44.034, Notification of Criminal History, Subsection (a), states " a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states " a school district may terminate a contract with a person or business entity failed to give notice as required by subsection (a) or misrepresented the conduct resulting in the conviction. The school district must compensate the person or business entity for services performed before the termination of the contract."

This Notice is NOT required of a Publicly-Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

_____

Authorized Company Official's Name (Printed)

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

_____

Signature of Company Official

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

_____

Signature of Company Official

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon (s): _____

Details of Conviction(s): _____

_____

_____

Signature of Company Official

Certification Regarding Terrorist Organizations and Boycott of Israel

[Govt Code 808 (HB89) and Govt Code 2252 (SB252)

Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to Iran, Sudan or a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Vendor's Name: _____

Address, City, State, and Zip Code:

_____

Phone Number: _____Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address:

_____

Signature of Authorized Representative:

_____

Date: _____

SB 13 and SB 19 Certification

CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES If (a) Provider has ten (10) or more full-time employees; and (b) this Contract has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), the Provider hereby certifies and verifies that the Provider, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Contract. For purposes of this Addendum, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, which exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES
If (a) Provider has at least ten (10) full-time employees; (b) this Contract has a value of at least $100,000 that is paid wholly or partly from public funds; (c) the Contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (d) governmental entity has determined that Provider is not a sole-source provider or CSISD has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), the Provider hereby certifies and verifies that the Provider, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. For purposes of this Contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE §2274.001(3) of SB 19.

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE
CSISD is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the Provider direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the CSISD for product warranty and support purposes. Provider, certifies that neither it nor its parent company nor any affiliate of Provider or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Addendum, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). The Provider verifies and certifies that Provider will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

Contractor hereby certifies and verifies that Contractor, or any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), will comply with the above certifications' during the terms of this Agreement.

Offeror's Name: _____

Name and Title of Authorized Company Official _____

Signature of Authorized Company Official _____ Date _____

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

PURCHASE REQUEST

THIS FORM MUST BE COMPLETED BEFORE A PURCHASE OVER $50,000 CAN BE PLACED ON THE CSISD BOARD AGENDA

To: **Purchasing Department**

Date: _____

Description of Purchase:

_____

_____

_____

Board Meeting Date Requested: _____

Requested Method of Procurement:

____ **Request for Bids** ____ **Request for Proposals** ___ **DIR Quote**

_____**Cooperative Purchase Contract #**_____ ____**Interlocal Agreement** ____**Sole Source**

Documents Attached: _____

Delivery Date Requested: _____ Please allow time for 4-weeks for bidding by the Purchasing Department if not using an existing awarded bid or purchasing cooperative contract.

Suggested Source: _____

Funds Allocated for this purchase $_____**Type of Funds** _____

Account to be used for this purchase:

___	_____	_____	_____
ITEM	BUDGET CODE	ACCOUNT	AMOUNT

Originator Signature: _____ **Date:** _____

Director: _____ **Date:** _____

Fund Balance Verified By: _____**Date:** _____

CERTIFICATION FOR USE OF PURCHASING COOPERATIVE FOR THE PURCHASE OF CONSTRUCTION-RELATED GOODS OR SERVICES

Gov't Code 791.025(b)–(c); Atty. Gen. Op. JC-37 (1999)

The District may not enter into a contract to purchase construction-related goods or services through a purchasing cooperative in an amount greater than $50,000 unless a person designated by the District certifies in writing that:

__ The project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under Chapter 1001 or 1051, Occupations Code; or

__ The plans and specifications required under Chapters 1001 and 1051, Occupations Code, have been prepared.

Project: _____

Signature: _____

Title: _____

Date: _____

CERTIFICATE OF INTERESTED PARTIES

Per House Bill 1295, Section 2252.908 of the Government Code, the district may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said_____, this the _____day of_____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

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BOARD POLICY

LEGAL & LOCAL

PURCHASING AND ACQUISITION (CH)

and

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

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

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

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

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

For information on procuring school buses, see CNB.

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

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

Board Authority

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

Delegation of Authority

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

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

Disaster Delegation

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

Education Code 44.0312

Purchases Valued at or Above $50,000

Methods

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

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

Education Code 44.031(a)

Exceptions

Emergency Damage or Destruction

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

Sole Source

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

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

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

Education Code 44.031(j)–(k)

Competitive Bidding

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

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

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

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

Education Code 44.0351

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

Competitive Sealed Proposals

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

Request for Proposals

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

Opening Proposals

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

Selection

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

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

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

Education Code 44.0352

Interlocal Contracts

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

An interlocal contract must:

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

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

Gov't Code 791.011(d)–(f), (i)

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

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

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

Reverse Auction

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

"Reverse auction procedure" means:

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

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

Gov't Code 2155.062(d)

Site-Based Purchasing

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

Contract Selection Factors

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

1. The purchase price.

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

Education Code 44.031(b)

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

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

Preferences

Agricultural Products

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

"Agricultural products" includes textiles and other similar products.

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

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

Vegetation for Landscaping

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

Education Code 44.042

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

Recycled Products

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

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

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

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

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

Health and Safety Code 361.426(b)–(c)

Bidder's Place of Business

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

Notice Publication

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

Electronic Bids or Proposals

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

Notwithstanding any other provision of Education Code Chapter 44, an electronic bid or proposal is not required to be sealed. A provision of Education Code Chapter 44 that applies to a sealed bid or proposal applies to a bid or proposal received through electronic transmission in accordance with the rules adopted by the board.

Education Code 44.0313

Right to Work

While a district is engaged in procuring goods and services or awarding a contract, or overseeing procurement or construction for a public work or public improvement, a district:

1. May not consider whether a vendor is a member of or has another relationship with any organization; and
2. Shall ensure that its bid specifications and any subsequent contract or other agreement do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization.

Education Code 44.043

Contract with Person Indebted to District

The board by resolution may establish regulations permitting the district to refuse to enter into a contract or other transaction with a person indebted to the district. It is not a violation of Education Code Chapter 44, Subchapter B (Purchases; Contracts) for a district, under regulations adopted under this provision, to refuse to award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the district.

"Person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the district requiring approval by the board.

Education Code 44.044

Out-of-State Bidders

A district may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located, or the state in which a majority of the manufacturing relating to the contract will be performed. *Gov't Code 2252.002*

This requirement does not apply to a contract involving federal funds. A district shall use the information published by the comptroller under Government Code 2252.003 (Publication of Other State's Laws on Contracts) to evaluate the bid of a nonresident bidder. A district may rely on information published under Government Code 2252.003 to meet the requirements of Government Code 2252.002. *Gov't Code 2252.003–.004*

"Governmental contract" means a contract awarded by a governmental entity, including a public school district, for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Gov't Code 2252.001

Professional Services

Education Code 44.031 does not apply to a contract for professional services rendered, including the services of an architect, attorney, certified public accountant, engineer, or fiscal agent. A district may, at its option, contract for professional services rendered

by a financial consultant or a technology consultant in the manner provided by Government Code 2254.003 (Professional Services Procurement Act) (see below), in lieu of the methods provided by Education Code 44.031. *Education Code 44.031(f)*

Professional Services Procurement Act

Selection

A district may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. *Gov't Code 2254.003(a)*

Definition

"Professional services" means services:

1. Within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, or forensic science;
2. Provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, architect, landscape architect, land surveyor, physician, optometrist, professional engineer, state-certified or state-licensed real estate appraiser, registered nurse, or a forensic analyst or forensic science expert; or
3. Provided by a person lawfully engaged in interior design, regardless of whether the person is registered as an interior designer under Occupations Code Chapter 1053.

Gov't Code 2254.002

[For specific information on procuring architectural or engineering services, see CV. For information on procuring services of physicians, optometrists, and registered nurses under certain circumstances, see Government Code 2254.008.]

Contingent Fee Contract for Legal Services

"Contingent fee contract" means a contract for legal services under which the amount or the payment of the fee for the services is contingent in whole or in part on the outcome of the matter for which the services were obtained. The term includes an amendment to a contract for legal services described by this provision if the amendment changes the scope of representation or may result in the filing of an action or the amending of a petition in an existing action. *Gov't Code 2254.101(2)*

Government Code Chapter 2254, Subchapter C provides the manner in which and the situations under which a district may compensate a public contractor under a contingent fee for legal services. That subchapter does not apply to a contract for legal services:

1. Provided to a district under Government Code Chapter 403, Subchapter M; or

2. Entered into by a district for the collection of an obligation, as defined by Government Code 2107.001, that is delinquent [see CCGA(LEGAL) regarding delinquent tax collection] or for services under Government Code 1201.027 [see CCA(LEGAL) regarding issuance of public securities], except that Government Code sections 2254.1032, 2254.1034, 2254.1036, and 2254.1037 do apply to the contract.

Gov't Code 2254.102

A district may select an attorney or law firm to award a contingent fee contract only in accordance with Government Code 2254.003(a) (Professional Services Procurement Act) [see Selection, above] and Government Code 2254.1032.

In procuring legal services under a contingent fee contract, a district shall:

1. Select a well-qualified attorney or law firm on the basis of demonstrated competence, qualifications, and experience in the requested services; and

2. Attempt to negotiate a contract with that attorney or law firm for a fair and reasonable price.

Gov't Code 2254.1032

Specific Purchases

Computers

A district may acquire computers and computer-related equipment, including computer software, through the Department of Information Resources (DIR) under contracts entered into in accordance with Government Code Chapter 2054 or 2157. *Education Code 44.031(i)*

Automated Information System

A district may purchase an automated information system using the purchasing method described by Government Code 2157.068 for commodity items or a purchasing method designated by the comptroller to obtain the best value for the state, including a request for offers method. A district that purchases an item using a method described above satisfies any state law requiring the district to seek competitive bids for the purchase of the item. *Gov't Code 2157.006; 34 TAC 20.391* [See 1 Administrative Code Chapter 212 for rules related to purchases of commodity items.]

Automated External Defibrillators

A district that purchases or leases an automated external defibrillator (AED), as defined by Health and Safety Code 779.001, shall ensure that the AED meets standards established by the federal Food and Drug Administration. *Education Code 44.047(a)*

Insurance

A contract for the purchase of insurance is not a contract for professional services. A district must award such a contract using one of the methods in Education Code 44.031. *Atty. Gen. Op. DM-418 (1996)*

Multiyear Contracts

A district may execute an insurance contract for a period longer than 12 months, if the contract complies with Local Government Code 271.903(a) [see Commitment of Current Revenue, below]. If a district executes a multiyear insurance contract, it need not advertise for insurance vendors until the 12-month period during which the district will be executing a new insurance contract. *Atty. Gen. Op. DM-418 (1996)*

Other Purchasing Methods

State Purchasing Program

The comptroller shall establish a program by which the comptroller performs purchasing services for local governments. The services must include:

1. The extension of state contract prices to participating local governments when the comptroller considers it feasible.
2. Solicitation of bids on items desired by local governments if the solicitation is considered feasible by the comptroller and is desired by the local government.
3. Provision of information and technical assistance to local governments about the purchasing program.

The comptroller may charge a participating local government an amount not to exceed the actual costs incurred by the comptroller in providing purchasing services to the local government under the program.

Local Gov't Code 271.082

District Participation

A district may participate in the purchasing program, including participation in purchases that use the reverse auction procedure, by filing with the comptroller a resolution adopted by the board requesting that the district be allowed to participate on a voluntary basis, and to the extent the comptroller deems feasible, and stating that the district will:

1. Designate an official to act for the district in all matters relating to the program, including the purchase of items from the vendor under any contract, and that the board will direct the decisions of the representative;
2. Be responsible for:
    a. Submitting requisitions to the comptroller under any contract; or

b. Electronically sending purchase orders directly to vendors, or complying with procedures governing a reverse auction purchase, and electronically sending to the comptroller reports on actual purchases made under this provision that provide the information and are sent at the times required by the comptroller;

3. Be responsible for making payment directly to the vendor;

4. Be responsible for the vendor's compliance with all conditions of delivery and quality of the purchased item.

A district that purchases an item under a state contract or under a reverse auction procedure, sponsored by the comptroller satisfies any state law requiring the district to seek competitive bids for the purchase of the item.

Local Gov't Code 271.083

Multiple Award Contract Schedule

The comptroller shall develop a schedule of multiple award contracts that have been previously awarded using a competitive process by the federal government or any other governmental entity in any state. *Gov't Code 2155.502(a)*

A district may purchase goods or services directly from a vendor under a contract listed on a schedule developed under Government Code Chapter 2155, Subchapter I. A district contracting for the purchase of an automated information system under a contract listed on a schedule shall comply with Government Code 2157.068(e-1) (Purchase of Information Technology Commodity Items) [see Automated Information System, above]. A purchase authorized by this provision satisfies any requirement of state law relating to competitive bids or proposals.

The price listed for a good or service under a multiple award contract is a maximum price. A district may negotiate a lower price for goods or services under a contract listed on a schedule developed under Government Code Chapter 2155, Subchapter I.

Gov't Code 2155.504

Cooperative Purchasing Program

A district may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state. A district that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative organization stating that the district will:

1. Designate a person to act under the direction of, or on behalf of, the district in all matters relating to the program;

2. Make payments to another participating local government or local cooperative organization or directly to a vendor under a contract made under these provisions, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and

3. Be responsible for the vendor's compliance relating to the quality of items and terms of delivery, to the extent provided in the agreement between the participating local governments or between a local government and a local cooperative organization.

A district that purchases goods or services under these provisions satisfies any state law requiring the district to seek competitive bids for the purchase of the goods or services.

Local Gov't Code 271.102; Atty. Gen. Op. JC-37 (1999)

Cooperative Purchasing Contract Fees

A district that enters into a purchasing contract valued at $25,000 or more under Education Code 44.031(a)(5) (interlocal contract), under Local Government Code Chapter 271, Subchapter F (cooperative purchasing program), or under any other cooperative purchasing program authorized for school districts by law shall document a contract-related fee, including a management fee, paid by or to the district and the purpose of each fee under the contract.

The amount, purpose, and disposition of any fee described above must be presented in a written report and submitted annually in an open meeting of the board. The written report must appear as an agenda item. The commissioner of education may audit the written report.

Education Code 44.0331

Commitment of Current Revenue

If a contract for the acquisition, including lease, of real or personal property retains to the board the continuing right to terminate at the expiration of each budget period during the term of the contract, is conditioned on a best efforts attempt by the board to obtain and appropriate funds for payment of the contract, or contains both the continuing right to terminate and the best efforts conditions, the contract is a commitment of a district's current revenue only. *Local Gov't Code 271.903*

Change Orders

For provisions regarding change orders, see CV.

Criminal Offenses

An officer, employee, or agent of a district commits an offense if the person with criminal negligence makes or authorizes separate, se-

quential, or component purchases to avoid the requirements of Education Code 44.031(a) or (b). An offense under this provision is a Class B misdemeanor and is an offense involving moral turpitude.

"Component purchases" means purchases of the component parts of an item that in normal purchasing practices would be made in one purchase. "Separate purchases" means purchases, made separately, of items that in normal purchasing practices would be made in one purchase. "Sequential purchases" means purchases, made over a period, of items that in normal purchasing practices would be made in one purchase.

Education Code 44.032(a)–(b)

An officer, employee, or agent of a district commits an offense if the person with criminal negligence violates Education Code 44.031(a) or (b) other than by conduct described by Education Code 44.032(b). An offense under this provision is a Class B misdemeanor and is an offense involving moral turpitude. *Education Code 44.032(c)*

An officer or employee of a district commits an offense if the officer or employee knowingly violates Education Code 44.031, other than by conduct described by Education Code 44.032(b) or (c). An offense under this provision is a Class C misdemeanor. *Education Code 44.032(d)*

Removal from Office

The final conviction of a person other than a trustee of a district for an offense under Education Code 44.032(b) or (c) above results in the immediate removal from office or employment of that person. A trustee who is convicted of an offense under Education Code 44.032 is considered to have committed official misconduct for purposes of Local Government Code Chapter 87, and is subject to removal as provided by that chapter and Texas Constitution Article V, Section 24. For four years after the date of the final conviction, the removed person is ineligible to be a candidate for or to be appointed or elected to a public office in Texas, is ineligible to be employed by or act as an agent for the state or a political subdivision of the state, and is ineligible to receive any compensation through a contract with the state or a political subdivision of the state. *Education Code 44.032(e)*

Injunction

A court may enjoin performance of a contract made in violation of Education Code Chapter 44, Subchapter B. A county attorney, district attorney, criminal district attorney, citizen of the county in which the district is located, or any interested party may bring an action for an injunction. A party who prevails in an action brought under this provision is entitled to reasonable attorney's fees as approved by the court. *Education Code 44.032(f)*

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Purchasing Authority

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs $50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Exception for Emergency Contracts

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

Purchasing Procedures

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

Purchasing Method

The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.

Competitive Bidding

If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

The District may reject any and all bids in accordance with state or federal law, as applicable.

Competitive Sealed Proposals

If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time

specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

Electronic Bids or Proposals

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

Responsibility for Debts

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

Purchase Commitments

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

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Note: For provisions regarding selection and adoption of instructional materials, see EFA.

Instructional Materials and Technology

Instructional materials selected for use in the public schools shall be furnished without cost to the students attending those schools. Except as provided by Education Code 31.104(d), a district may not charge a student for instructional material or technological equipment purchased by the district with the district's technology and instructional materials allotment. *Education Code 31.001*

Each instructional material, including electronic instructional material only to the extent of any applicable licensing agreement, purchased as provided by Education Code Chapter 31 for a district is the property of the district. *Education Code 31.102(a)–(b)*

Allotment

A district is entitled to an allotment each biennium from the state instructional materials and technology fund for each student enrolled in the district on a date during the last year of the preceding biennium specified by the commissioner of education. The commissioner shall determine the amount of the allotment per student each biennium on the basis of the amount of money available in the state instructional materials and technology fund to fund the allotment. The allotment shall be transferred from the state instructional materials and technology fund to the credit of the district's instructional materials and technology account as provided by Education Code 31.0212. *Education Code 31.0211(a)*

The commissioner shall, as early as practicable during each biennium, notify each district of the estimated amount to which the district will be entitled during the next fiscal biennium. *Education Code 31.0215(a)*

No Appeal

The amount of the allotment determined by the commissioner is final and may not be appealed. *19 TAC 66.1307(d)*

Delayed Publisher Payment Option

A district may requisition and receive state-adopted instructional materials before allotment funds for those materials are available. The total cost of delayed-payment-option materials requisitioned may not exceed 80 percent of the district's expected allotment for the subsequent biennium.

When a district submits a requisition for instructional materials under this provision, the Texas Education Agency (TEA) will expend a district's existing allotment balance before applying the delayed payment option. TEA will make payment for any remaining balance for a district's order as the allotment funds become available and will prioritize payment for requisitions over reimbursement of purchases made directly by a district.

The commissioner shall ensure that publishers of instructional materials are informed of any potential delay in payment and that payment is subject to the availability of appropriated funds. Publishers may decline orders for which payments could be delayed. A publisher's decision to decline an order shall affect all of that publisher's orders for which payments could be delayed. Publishers may not selectively decline individual orders or orders from individual districts. Government Code Chapter 2251 does not apply to requisitions under this provision.

Education Code 31.0215; 19 TAC 66.1312

Allotment Adjustment

Change in Enrollment

Not later than May 31 of each school year, a district may request that the commissioner adjust the number of students for which the district is entitled to receive an allotment on the grounds that the number of students attending school in the district will increase or decrease during the school year for which the allotment is provided. The commissioner may also adjust the number of students for which a district is entitled to receive an allotment, without a request by the district, if the commissioner determines a different number of students is a more accurate reflection of students who will be attending school in the district. The commissioner's determination is final. *Education Code 31.0211(e)*

High Enrollment Growth

Each year the commissioner shall adjust the instructional materials and technology allotment of districts experiencing high enrollment growth. *Education Code 31.0214(a)*

High-enrollment growth adjustments will be based on the difference between the district's percentage of enrollment growth and that of the state. Enrollment growth calculations will be determined each fiscal year based on fall Texas Student Data Systems Public Education Information Management System (TSDS PEIMS) enrollment data. The amount of the adjustment determined by the commissioner is final and may not be appealed.

If sufficient funds are available, high-enrollment growth adjustments will be granted once each fiscal year. Notwithstanding this, a district that experiences an unexpected growth:

1. Of at least two percent due to a natural or man-made disaster or catastrophic event may apply for additional funding at any time during a fiscal year.

2. In its bilingual population of at least ten percent in any school year may apply for additional bilingual funding at any time during a fiscal year.

Any additional funding will be dependent on the availability of funds.

The per-student high-enrollment growth adjustment granted in the second year of a biennium shall not exceed one-half of the per-student amount established as the biennial allotment.

19 TAC 66.1309

Permitted Expenditures

The allotment may be used to purchase:

1. Materials on the list adopted by the commissioner under Education Code 31.0231;
2. Instructional materials, regardless of whether the instructional materials are on the list adopted under Education Code 31.024;
3. Consumable instructional materials, including workbooks;
4. Instructional materials for use in bilingual education classes, as provided by Education Code 31.029;
5. Instructional materials for use in college preparatory courses under Education Code 28.014, as provided by Education Code 31.031;
6. Supplemental instructional materials, as provided by Education Code 31.035;
7. State-developed open education resource instructional materials, as provided by Education Code Chapter 31, Subchapter B-1;
8. Instructional materials and technological equipment under any continuing contracts of the district in effect on September 1, 2011;
9. Technological equipment necessary to support the use of materials included on the list adopted by the commissioner under Education Code 31.0231 or any instructional materials purchased with an allotment under these provisions;
10. Inventory software or systems for storing, managing, and accessing instructional materials and analyzing the usage and effectiveness of the instructional materials; and
11. Services, equipment, and technology infrastructure necessary to ensure internet connectivity and adequate bandwidth.

The allotment may be used to pay:

1. For training educational personnel directly involved in student learning in the appropriate use of instructional materials and

for providing for access to technological equipment for instructional use;

2. For training personnel in the electronic administration of assessment instruments;

3. The salary and other expenses of an employee who provides technical support for the use of technological equipment directly involved in student learning; and

4. For costs associated with distance learning, including Wi-Fi, internet access hotspots, wireless network service, broadband service, and other services and technological equipment necessary to facilitate internet access.

Education Code 31.0211(c); 19 TAC 66.1307(f)

Technological Equipment

In purchasing technological equipment, a school district shall:

1. Secure technological solutions that meet the varying and unique needs of students and teachers in the district; and

2. Consider the long-term cost of ownership and flexibility for innovation.

Education Code 31.0211(d-1)

Prohibited Expenditures

The allotment may not be used to pay for:

1. Services for installation;

2. The physical conduit that transmits data such as cabling and wiring or electricity;

3. Office and school supplies;

4. Items that are not directly related to student instruction such as furniture, athletic equipment, extension cords, temporary contractors, or video surveillance equipment;

5. Travel expenses; or

6. Equipment used for moving or storing instructional materials.

19 TAC 66.1307(g)

Certification of Allotment

A district shall annually certify to the commissioner that the district's allotment has been used only for permitted expenses. *Education Code 31.0213*

Instructional Materials and Technology Account

The commissioner shall maintain an instructional materials and technology account for each district. In the first year of each biennium, the commissioner shall deposit the district's allotment in the

account. The commissioner shall pay the cost of instructional materials requisitioned by a district under Education Code 31.103 using funds from the district's instructional materials and technology account.

A district may also use funds in the district's account to purchase electronic instructional materials or technological equipment. The district shall submit to the commissioner a request for funds for this purpose from the district's account in accordance with the commissioner's rules.

Money deposited in a district's instructional materials and technology account during each state fiscal biennium remains in the account and available for use by the district for the entire biennium. At the end of each biennium, a district with unused money in the district's account may carry forward any remaining balance to the next biennium.

Education Code 31.0212

Access to Allotment

The allotment for each biennium will be made available for district use through the state's online instructional material ordering system (EMAT) as early as possible in the fiscal year preceding the beginning of the biennium for which the funds have been appropriated. A district may access its allotment for any upcoming school year upon completion of:

1. Submission to the commissioner certification that:
   a. The district has instructional materials that cover all the required Texas essential knowledge and skills (TEKS), except those for physical education, as required by Education Code 31.004 [see Certification of Instructional Materials, below]; and
   b. The district has used its allotment for only the allowable expenditures [see Permitted Expenditures and Certification of Allotment Use, above]; and
2. Preparation by TEA of EMAT for the new school year with the new allotment amounts.

Upon completion of these requirements, a district may access its funds by correctly providing all information required in EMAT.

19 TAC 66.1307(h)–(j)

Online Requisition System (EMAT)

The commissioner shall maintain an online requisition system (EMAT) for districts to requisition instructional materials to be purchased with the district's allotment. *Education Code 31.101(f)*

Delegation of Authority	The board may delegate to an employee the authority to requisition, distribute, and manage the inventory of instructional materials, consistent with Education Code Chapter 31 and rules adopted under that chapter. *Education Code 31.104(a)*
Local Funds	A district may use local funds to purchase any instructional materials in addition to those selected under Education Code Chapter 31. *Education Code 31.106*
Requisitions, Use, and Distribution	A district shall make a requisition for instructional materials using the online requisition program (EMAT) maintained by the commissioner. A district may requisition instructional materials on the State Board of Education (SBOE) instructional materials list for grades above the grade level in which a student is enrolled. *Education Code 31.103(b)–(c)*
Distribution	The board shall distribute printed instructional materials to students in the manner that the board determines is most effective and economical. *Education Code 31.102(c)*
Supplemental Instructional Materials	A district may requisition supplemental instructional material adopted by the SBOE but not on the instructional material list adopted under Education Code 31.023 only if the district requisitions the supplemental instructional material along with other supplemental instructional materials or instructional materials on the list adopted under Education Code 31.023 that in combination cover each element of the essential knowledge and skills for the course for which the district is requisitioning the supplemental instructional materials. *Education Code 31.035(d)*
Availability of Open Education Resource Instructional Materials	A district that selects open education resource instructional material shall requisition a sufficient number of printed copies for use by students unable to access the instructional material electronically unless the district provides to each student: 1. Electronic access to the instructional material at no cost to the student; or 2. Printed copies of the portion of the instructional material that will be used in the course. *Education Code 31.103(d)*
Employee Training	The board shall require the employee responsible for ordering instructional materials to complete TEA-developed training in the use of the allotment and the use of the instructional materials ordering system (EMAT). Training shall be completed prior to ordering instructional materials for the first time and again each time the dis-

trict is notified by TEA that the training has been updated. The district shall maintain documentation of the completion of the required training. *19 TAC 66.107(d)*

Special Instructional Materials

All laws and rules applying to instructional materials provided to students with no disabilities that are not in conflict with Education Code 31.028 or 19 Administrative Code 66.1311 shall apply to the distribution and control of special instructional materials. Special instructional materials include braille, large-print, and audio books and any other formats designed specifically to provide equal access to students with disabilities.

Requisitions for special instructional materials shall be based on actual student enrollment but may include up to two copies per student if necessary to meet individual need.

Special instructional materials are the property of the state. A district is responsible for replacing or reimbursing the state for lost, stolen, or damaged special instructional materials.

For Teachers

Adopted instructional materials needed by a teacher with a print disability to carry out his or her instructional duties shall be furnished in the required format without cost. The materials are to be loaned to the district as long as needed and are to be returned to the state when they are no longer needed.

For Parents

Adopted instructional materials in a specialized format that are requested by a parent with a print disability shall be furnished without cost by the state. Requests for electronic files shall be filled by TEA after the parent signs and TEA receives a statement, through the district, promising that the parent will safeguard the security of the files and observe all current copyright laws, including those that forbid reproduction of the files and their transfer to other parties. All specialized instructional material formats and electronic files that have been provided must be returned to the local school district at the end of the school year.

19 TAC 66.1311

Bilingual Instructional Materials

A district shall purchase with its allotment or otherwise acquire instructional materials for use in bilingual education classes. The commissioner shall determine the amount of the allotment for bilingual education based on TSDS PEIMS bilingual enrollment data from the fall collection of the school year preceding the first year of each biennium. *Education Code 31.029; 19 TAC 66.1307(c)*

Certification of Instructional Materials

Prior to the beginning of each school year, a district shall submit to the SBOE and commissioner certification that for each subject in the required curriculum under Education Code 28.002, other than physical education, and each grade level, the district provides each

student with instructional materials that cover all elements of the essential knowledge and skills adopted by the SBOE for that subject and grade level. The certification shall be submitted in a format approved by the commissioner and can be based on both state-adopted and non-state-adopted materials.

To determine whether each student has instructional materials that cover all elements of the essential knowledge and skills, a district may consider:

1. Instructional materials adopted by the SBOE;
2. Materials adopted or purchased by the commissioner under Education Code 31.0231 or Education Code Chapter 31, Subchapter B-1;
3. Open education resource instructional materials submitted by eligible institutions and adopted by the SBOE;
4. Open education resource instructional materials made available by other public schools;
5. Instructional materials developed or purchased by the district; and
6. Open education resource instructional materials and other electronic instructional materials included in the repository under Education Code 31.083.

The certifications shall be ratified by the board in a public, noticed meeting.

Education Code 31.004; 19 TAC 66.105

Ownership

Except as otherwise provided, a student must return all instructional materials to the teacher at the end of the school year or when the student withdraws from school. At the end of the school year for which open education resource instructional material that a district does not intend to use for another student is distributed, the printed copy of the open education resource instructional material becomes the property of the student to whom it is distributed.

This provision does not apply to an electronic copy of open education resource instructional material.

Education Code 31.104(c), (g)–(h); 19 TAC 66.107(b)

Responsibility for Instructional Materials and Equipment

Each student or the student's parent or guardian is responsible for all instructional material and technological equipment not returned in an acceptable condition by the student. A student who fails to return in an acceptable condition all instructional materials and technological equipment forfeits the right to free instructional materials

and technological equipment until all instructional materials and technological equipment previously issued but not returned in an acceptable condition are paid for by the student, parent, or guardian.

As provided by board policy, a district may waive or reduce the payment required if the student is from a low-income family. [See FP] The district shall allow the student to use instructional materials and technological equipment at school during each school day.

If instructional materials or technological equipment is not returned in an acceptable condition or paid for, a district may withhold the student's records. A district may not prevent the student from graduating, participating in a graduation ceremony, or receiving a diploma. [See FL and GBA regarding student and parental right to access records; and FD, FFAB, and FL regarding a district's duties to provide records to another district]

The board may not require an employee of the district who acts in good faith to pay for instructional materials or technological equipment that is stolen, misplaced, or not returned by a student. [See DG]

These provisions do not apply to an electronic copy of open education resource instructional material.

Education Code 31.104(d), (e), (h); 19 TAC 66.107(c) [See also EF]

Acceptable Condition

Printed instructional materials are considered to be in acceptable condition if:

1. The cover, binding, pages, spine, and all integral components of the instructional materials are wholly intact and the instructional materials are fully usable by students; and
2. No component of the instructional materials is soiled, torn, or damaged (whether intentionally or by lack of appropriate care) to the extent that any portion of the content is too disfigured or obscured to be fully accessible to other students.

Electronic instructional materials are considered to be in acceptable condition if:

1. All components or applications that are a part of the electronic instructional materials are returned;
2. The electronic materials perform as they did when they were new;

3. The electronic instructional materials do not contain computer code (e.g., bug, virus, worm, or similar malicious software) that has been designed to self-replicate, damage, change, or otherwise hinder the performance of any computer's memory, file system, or software; and

4. The electronic instructional materials have not been installed with plug-ins, snap-ins, or add-ins without the prior approval of the district.

Technological equipment is considered to be in acceptable condition if:

1. The equipment is returned with the software and hardware in their original condition unless the district authorized changes; and

2. The physical condition of the equipment is fully usable as it was originally intended to be used.

19 TAC 66.1310

Lost or Damaged Instructional Materials

A district may order replacements for instructional materials that have been lost or damaged directly from the publisher of the instructional materials or any source for a printed copy of open education resource instructional material. *Education Code 31.104*

Sale or Disposal

The board shall determine how the district will dispose of discontinued printed instructional materials, electronic instructional materials, and technological equipment.

Sale

The board may sell printed instructional materials on the date the instructional material is discontinued for use in the public schools by the SBOE or the commissioner. The board may also sell electronic instructional materials and technological equipment owned by the district.

Use of Proceeds

Any funds received by a district from a sale must be used to purchase instructional materials and technological equipment allowed under Education Code 31.0211.

Disposal

The board may dispose of printed instructional material before the date the instructional material is discontinued for use in the public schools by the SBOE if the board determines that the instructional material is not needed by the district and the board does not reasonably expect that the instructional material will be needed. A district must notify the commissioner of any instructional material the district disposes of under this provision.

Education Code 31.105

Annual Inventory

A district shall conduct an annual physical inventory of all currently adopted instructional materials that have been requisitioned by and delivered to the district. The results of the inventory shall be recorded in the district's files. *19 TAC 66.107(a)*

Local Handling Expenses

School districts shall not be reimbursed from state funds for expenses incurred in local handling of instructional materials. *19 TAC 66.104(d)*

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CSISD

PURCHASING POLICIES & PROCEDURES MANUAL

Rev. 09.2022

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COLLEGE STATION I.S.D.

1. PURCHASING POLICIES AND PROCEDURE MANUAL

1.1. The purpose is to establish uniform policies and procedures for the procurement of goods and services that is consistent with Texas Education Code 44.031, Government Code Ch. 2267, EDGAR 2 CFR 200.317-200.327 and policies of College Station I.S.D. (CSISD)

1.2. For all purchases with federal grants, the district shall comply with the federal regulations, EDGAR related to the purchasing of goods and services (2 CFR 200.317-200.327) effective September 1, 2018. This does not apply to other procedures required by EDGAR.

1.3. The objective of this policy and procedure is to provide a process to purchase products, material and services from the most responsive bidder that is within statutes and polices.

1.4. The scope for this procedure applies to all goods and service purchases and related activities.

It is the individual responsibility of each employee involved in the procurement process to understand the policies upon which these procedures are based, the meaning, and intent of the procedure themselves.

If there are any questions or concerns relative to either the policies or procedures, or the ability of the employee to respond effectively to the requirements of the procedures, then it is the responsibility of the employee to bring such matters to the attention of their immediate supervisor before any action is taken.

The fundamental purpose of these procedures is not to restrict the effectiveness of the individuals involved in the procurement of personal property, but to provide a foundation for effective, consistent, procurement practices that result in a positive, professional relationship between the district and the vendors who serve CSISD.

2. PURCHASING AUTHORITY

2.1 Statutory Authority

2.1.1. Statutes containing requirements for competitive procurement for school districts are found in the Texas Education Code, Local Government Code, Government Code, Texas Revised Civil Statutes, Texas Attorney General Opinions, federal regulations, and other sources. These various statutes are too numerous to cite in this manual, but the primary legal reference for purchasing laws in Texas is found in Texas Education Code 44.031 through 44.041 and 2267.

2.2. Local Policy

2.2.1. School Board Policies related to purchasing authority are found in Board Policy CH (Local)

2.2.2. The Superintendent or designee has the authority to determine the method of purchasing to be used, in accordance with state law, and to make budgeted purchases unless state law requires the Board of Trustees to make or approve a purchase.

2.2.3. The Superintendent has delegated purchasing authority to the Purchasing Department. The Business Office verifies availability of funds, and the Purchasing Director reviews purchase orders for accuracy and completeness, proper signatures, and approves purchase orders. In the absence of the Purchasing Director, or in addition to, the Chief Financial Officer may also approve purchase orders.

2.2.4. In all cases, purchase commitments shall be made on a properly drawn and issued purchase order in accordance with administrative procedures outlined in this manual. The Board of Trustees or the District shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts. Further the District shall not be responsible for unauthorized shipment of goods or delivery of services by a vendor, which are not the result of having received a bona fide purchase order from the district.

3. PURCHASING ETHICS

3.1. The competitive nature of the purchasing function and the expenditure of significant public funds require that ethical standards be incorporated into the foundation of all purchasing functions. School district staff face the difficult task of developing good vendor relations and encouraging vendor competition while avoiding even the appearance of favoritism or other ethical misconduct.

3.2. Common Standards of Ethics

3.2.1. It is a breach of ethics:

- To attempt to realize gain in making purchases in the course of District employment.

- To attempt to influence any public employee of a school district to breach the standards of ethics set forth herein;

- For any employee of the school district to participate directly or indirectly in a procurement when the employee knows that:

- The employee or the employee's immediate family has a financial interest pertaining to the procurement; or

- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or

- Any other person, business, or organization with whom the employee or any member of the employee's family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

- For a Board Member or other official who has a substantial interest in a procurement to discuss or participate in a decision regarding the award of a procurement to discuss or participate in a decision or participate in a decision regarding the award of a procurement contract (See local Government Code, Chapter 171). In addition, the Board Member should disclose the substantial interest by filing a Conflict-of-Interest Disclosure with the District.

- To offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity, offer of employment or anything of value in connection with any decision, approval, disapproval, recommendation, or any other purchasing decision.

- For any payment or gratuity to be made or on behalf of a vendor, or accepted by a District employee or Board Member, as an inducement for the award of a contract or purchase order. Acceptance of gratuities may be construed as a criminal offense.

3.3 Impermissible Purchasing Practices

3.3.1. Employees, in an effort to get the job done successfully and on time, may be tempted to circumvent policies, procedures, and laws, or to make liberal interpretations thereof. Such activity well intentioned will cause ethical problems. The following practices are specifically prohibited as means to circumvent competitive purchasing requirements:

- **Sequential Purchasing** – Circumventing bid or proposal laws by spreading purchases over time that normally would be purchased at the same time.
- **Component Purchasing** – Circumventing bid or proposal laws by purchasing component parts of an item that would normally be purchased as a single item or unit.
- **Separate Purchasing** – Circumventing bid or proposal laws by issuing separate orders or contracts that would normally be single order or contract.

3.4. Penalties

3.4.1. State law relating to violation of purchasing requirements imposes upon violators certain criminal penalties which are found in Section 44.032, Texas Education Code, and Chapter 271, Local Government Code.

3.4.2. An officer, employee, or agent of a school district commits an offense if the person with criminal negligence makes or authorizes separate, sequential, or component purchase to avoid competitive procurement requirements. An offense under this subsection is a class B misdemeanor and is an offense involving moral turpitude.

3.4.3. An officer, employee, or agent of as school district commits an offense if the officer or employee knowingly violates Section 44.031. An offense under this subsection is a class C misdemeanor.

3.4.4. The final conviction of an employee for an offense under section 44.031 (a) or (b) may result in immediate removal from employment. A trustee who is convicted of an offense under this section is considered to have committed official misconduct and is subject to removal from office.

For four years after the date of the final conviction, the removed person may be ineligible to be a candidate for or to be appointed or elected to a public office in this state or is ineligible to be employed by or act as an agent for the state or a political subdivision.

3.4.5 Violation of federal procurement law can result in the contract being voided, complaints from vendors, costly litigation, repayment of federal funds and criminal penalties for the employees involved.

4. PREPARATION AND CONTROL OF PURCHASE ORDERS

4.1 Any district or campus administrator, or designee may initiate requisitions. The district or campus administrator with the campus or organization budgetary control or designee must approve requisitions. Requisitions will be reviewed, and purchase orders printed and issued approximately within twenty-four hours after receipt. A requisition does not become a purchase order until it has been properly approved and issued as described in 4.2. Purchases that require formal advertisement and/or acquisition through a competitive procurement method (i.e., purchases more than $50,000) may require four to six weeks due to development of a proposal/bid document, advertising time, and perhaps Board approval.

4.2 Requisitions / Purchase Order Flow

4.2.1. Originator prepares requisition, which must be completed in its entirety. Including attachments.

4.2.2. Originator forwards requisition to campus or department administrator/designee for approval.

4.2.3. The campus or department administrator or designee will approve the requisition in eFinance.

4.2.4. A Purchasing Specialist will review, and approve or deny the requisition, and print purchase order, and forward to the Purchasing Director or designee for approval of purchase orders over $500, after attaching any necessary EDGAR paperwork and debarment information. At this step, the purchase order is reviewed to be sure that an awarded vendor has been selected, and to verify that competitive procurement procedures (if applicable) or local procurement policies have been observed.

4.2.5. The purchase order is returned to the Purchasing Specialist for distribution, i.e., original to vendor, copies to originator, file, etc.

4.3. Emergency Purchases

4.3.1. Emergency purchases are those issued verbally, or "walked through" when a situation arises that justifies immediate purchase authority.

4.3.2. Special handling for purchases interrupts the normal flow of business and is a very inefficient use of time. Only bona fide emergencies are exceptions to normal procedure. An emergency is defined as an event that may endanger health or well-being, or an event that may cause a substantial disruption of the educational process.

4.3.3. The emergency must be discussed with and approved by the Chief Financial Officer and requires board approval.

4.4. Blanket Purchase Orders

4.4.1. Blanket purchase orders are generally issued to a particular vendor to cover multiple, small dollar amount purchases, which are needed over a period of time. The items purchased are usually needed "on the spot". A blanket purchase order works much like a charge account with a specific limit on a dollar volume that can be purchased over the period, and/or a limit to the duration of the purchase order, a month, for example.

4.4.2. Blanket purchase order vendors should be selected using competitive procurement methods through catalog discount, or percent off list price arrangement. Competitive procurement is required if the anticipated dollar volume during a twelve-month period exceeds $50,000.

4.4.3. Use the following procedure:

- A requisition will be entered with a "not to exceed" dollar amount.
- Upon approval by the Purchasing Director, a blanket purchase order will be issued.
- It is the responsibility of the requester to manage the amount listed in the purchase order. Once purchases reach the "not to exceed" limit, the requestor must close the purchase and request another.
- At the end of each month, the requestor must reconcile accumulated purchases and ensure that the purchase order limit has not been exceeded.

4.5. Cancellation of Purchase Orders

4.5.1. Purchase orders are valid until canceled. Originators who wish to cancel a purchase order must notify the vendor and the Business Office, who will officially cancel the purchase order.

4.5.2. In the event that a vendor has begun production of a custom-made part or product, or has secured for delivery to the District an article that the vendor is not likely to sell or stock within the vendor's normal scope of business, or if the vendor has incurred costs as the vendor may incur as a result of the premature cancellation; the department/campus is responsible for any cost not to exceed the original cost on the purchase order.

4.5.3. The Purchasing Department will liquidate all encumbrances at the end of each fiscal year. Any outstanding order for which delivery is expected after the end of the fiscal year will be rolled to the new year and will be re-encumbered with the same purchase order number using the next FY funds.

4.6. Petty Cash Purchases

There are situations where the use of a purchase order is not economically feasible because of the small dollar value of the purchase. In these situations, petty cash may be used to make purchases of less than $50.00. If a petty cash account has been authorized and established by the Business Office. Petty cash accounts will be limited to $200.00, unless approved by the Business Office. The employee must get the authorization from a campus principal or department supervisor before purchasing any product. To get reimbursed the employee must complete a Petty Cash Reimbursement Requisition Form and return the completed form to a campus principal or department supervisor with the purchase receipt.

4.7. Warehouse Requisitions

There are several items that can be requested from the District Warehouse. A catalog is posted on the Purchasing Department website. An employee must submit a warehouse requisition in eFinance. The product will be delivered by purchasing staff the following day.

4.8. Standardization

4.8.1. Standardization of certain supplies is permitted when the practice optimizes cost reduction and/or reduces manpower. For example, standardizing computer hardware enables technicians to be trained on one or two rather than dozens of computer brands. It allows less money to be reserved in parts inventory and enables quantity pricing from vendors. Standardization issues must be discussed with and approved by the Purchasing Director to ensure that decisions are not in violation of applicable laws and policies.

4.8.2. The Purchasing Department will be responsible for maintaining standard bid specifications with assistance from all district departments.

4.9. Contract Review

4.9.1. All contracts for services and/or goods purchased with local, state, or federal grant funds shall be subjected to the review and approval process established for district contracts. The Contract Procedures and Checklist are applicable to all local, state or federally funded contracts and are included in the forms section of this manual.

4.10. Self-Certification

4.10.1. Beginning September 1, 2018, the District shall complete a review of the federal grant procurement system on an annual basis to self-certify that the procurement system is efficient and effective. The Director of Purchasing shall oversee the completion of the self-certification and submit it to the Director of Business Services. The results of the certification shall be distributed to all federal grant management staff. If deficiencies are noted, the Director of Purchasing shall develop a Corrective Action Plan to remedy the deficiencies, as appropriate.

5. PRICE QUOTES

5.1. This procedure applies to all purchases of supplies, services, materials, capital outlay items, and services unless specifically exempted by law.

5.2. A District level administrator or campus principal shall make all purchase commitments on a properly drawn and issued purchase order as follows:

5.2.1. For purchases less than $10,000, quotations are not required, but are encouraged to obtain best value.

5.2.2. $10,000-$49,999: Quotations are not required, but are encouraged to obtain best value, and attached to the requisition or use of district approved annual bid, cooperative, inter local agreement or state contract, if using state or local funds Quotations by email, fax, Internet print out, or hand delivery must be attached to the purchase requisition. Please note all federal purchases will be aggregated by fiscal year by Commodity Code/Like Type Item. When we reach the $50,000.00 total purchases by Commodity Code/Like Type Item the purchase is then considered a Small Purchase and 2 quotes are required. The district defines the Commodity Codes/Like Type Items, but a single PO or single vendor purchases cannot be considered an item. For fiscal year, 2022-2023, the Business Office self-certified the micro-purchase limit to $49,999.

5.2.3. For purchases, with an aggregate annual value of $50,000 or more, formal competitive quotations are required. The Purchasing Director will coordinate the procurement of all purchases valued above $50,000. Formal competitive procurement methods may be used as outlined in 6. If using federal funds, then 2 quotes minimum are required once the commodity code reaches the small purchase limit of $50,000. Quotations by email, fax, Internet print out, or hand delivery must be attached to the purchase requisition. Please note all federal purchases will be aggregated by fiscal year by Commodity Code/Like Type Item. When we reach the $50,000 total purchases by Commodity Code/Like Type Item the purchase is then considered a Small Purchase/Competitive procurement and 2 quotes are required.

The district defines the Commodity Codes/Like Type Items, but a single PO or single vendor purchases cannot be considered an item. For effective 9/1/2022, the Business Office self-certified the micro-purchase limit to $49,999.00.

5.2.4. $250,000+: Purchases with federal funds require the Purchasing Department to perform an Independent Estimate Determination prior to advertising for bids or proposals and a Cost and Price Analysis prior to awarding or entering into a contract.

6. COMPETITIVE PROCUREMENT OPTIONS

6.1. The purpose of this procedure is to provide guidance for the regulations that apply to purchases of supplies, services, materials, and equipment that are required by law to be competitively bid, and procured by one of eight competitive procurement methods set forth in Texas Education Code 44.031.3

6.2. For purchases with an aggregate annual value of $50,000 or greater, the formal competitive procurement method which provides best value to the district must be used. The Purchasing Director will coordinate the procurement of all purchases valued at $50,000 or more. Following are procurement methods authorized:

- Competitive Bidding
- Competitive Sealed Proposals
- Request for Proposals
- Interlocal Contract
- Design/Build Contract
- Construction Management at Risk Contract
- Job Order Contract

The purpose and intent of competitive procurement is to secure the best product at the lowest price by stimulating competition.

Determination by Board of Trustees which method will provide the best value for the district must be done first, if a construction project. The RFP must state the selection criteria that will be used to evaluate the offer and/or relative weights, if known at the time of the publication.

6.3. These regulations and procedures apply to all purchases as follows:

6.3.1. Purchase of supplies, services, materials, and equipment, except contracts for the purchase of produce or vehicle fuel, valued at $50,000 or more in the aggregate for a twelve (12) month period are to be made by the method or methods that provide the best value to the district.

6.3.2. Purchase, lease, or lease-purchase of a school bus must be competitively bid if the contract is valued at $20,000 or more.

6.3.3. Federally funded child nutrition program purchases of at least $50,000 must be competitively bid.

6.4. Competitive Bids

6.4.1. The requisitioning party shall furnish a completed purchase requisition form and detailed specifications to the Purchasing Department along with the budget authorization and recommended sources of suppliers (vendors), if known by the user.

6.4.2. Bid Form Preparation – Upon approval of the request, completed and approved specifications, the Purchasing Department will finalize into a bid document.

6.4.3. Advertisement and Notification – The bid advertisement stating a brief description of the item(s), where the documents, plans or specifications may be examined, the time and place for bid opening, will be published in a local newspaper:

- Once a week for at least two weeks prior to the deadline for opening bids for purchases greater than $50,000.

6.4.4. Bid openings must be at least ten days from the date of the second publication. Bid requests shall be furnished to known suppliers and to any supplier requesting an opportunity to respond. The CSISD web-based e-Bid system will electronically notify registered vendors of applicable bid opportunities. It also allows registered vendors to electronically view and submit bids. Vendors pay no fees for registering or utilizing this e-Bid system. Suppliers can register from the purchasing website. A vendor must be awarded on a CSISD bid or a cooperative contract for which CSISD is a member, to be considered an awarded vendor.

6.5. Competitive Bids over $50,000 must be presented to and awarded by the Board of Trustees.

6.5 Competitive Sealed Proposals/Request for Proposals procedures are recommended where other procurement procedures are not required according to state or federal rules, laws, or regulations, in order to stimulate competitive prices for services. The competitive sealed proposal process is an alternative to competitive bidding.

6.5.1. This procedure applies to all construction services, maintenance, repair and renovation of a building or material for a renovation project valued over $50,000 or

more in the aggregate for a twelve (12) month period. Other services that are not compatible to the competitive bidding procedures are to comply with the Competitive Sealed Proposal procedures.

6.5.2. The terms and conditions of competitive sealed proposals are identical to those for competitive bidding except that under competitive sealed proposals changes in the nature of a proposal, and in pricing, may be negotiated after proposals are opened. A Request for Proposals (RFP) is a part of the competitive sealed process. The RFP is the mechanism that generates the receipt of the competitive sealed proposals and should contain as a minimum several key elements:

- Written notice, in the RFP, of the delegation and the extent of the Board's delegation of its contracting authority.
- Relative Weights
- Newspaper advertisement
- Notice to Proposers
- Standard terms and conditions
- Special terms and conditions
- Scope of Work
- Acknowledgement form/response sheet
- Conflict of Interest Questionnaire
- Certification Regarding Debarment and Suspension
- Felony Conviction Notice
- Certificate of Residency
- Contract Clause
- Debarment and EDGAR Certification (Federal funds)
- Proposer/Vendor Certification Form (Federal)
- Certification regarding Terrorist Organizations, Boycott of Israel, Boycott of certain energy companies, Discrimination against Firearm and Ammunition Industries, and Certain Foreign-Owned Companies in connection with critical infrastructure.

6.5.3. A Request for Proposal may also be used as a procurement option to generate a non-sealed competitive proposal, but only for services other than construction services. In this instance, the district may open the proposal upon receipt and begin negotiation process for the offered goods or services.

6.5.5 For all purchases that exceed the Federal Simplified Acquisition Threshold of $250,000, a cost or price analysis shall be performed for every procurement so that an estimated cost is obtained before issuing a request for bid or purchase order to an approved vendor. Secondly, all purchases that exceed this threshold that are for construction or facility improvement shall comply with federal bonding requirements such as:

- Bid guarantee from each bidder of five percent (5%) of the contract price.
- Performance bond on the part of the contractor for 100% of the contract price.
- Payment bond on the part of the contractor for 100% of the contract price.

6.6. Interlocal Purchases

6.6.1. The district can contract or agree with another local government, including a nonprofit corporation that is created and operated to provide one or more government functions and services, or with the state or a state agency, including the General Services Commission (GSC) to purchase goods and any services reasonably required for the installation, operation, or maintenance of goods. The purpose of an inter-local contract may be to study the feasibility of using an inter-local contract to perform a government function or service, that each party to the contract is authorized to perform individually.

6.6.2. Local governments that are parties to an inter-local contract for the performance of a service may, in performing the service, apply the law applicable to a party as agreed by the parties, (Section 791.012, Government Code).

6.6.3. Requirements for an Interlocal Contract include:

- Authorization by the governing body of each party to the contract
- Statement of the purpose, terms, rights, and duties of the contracting parties
- Specification that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party

6.7. Construction Projects

6.7.1. Contracting and Delivery Procedures for construction projects are governed by Government Code Chapter 2269. In accordance TEC (Section 2269), the district must publish in the request for bids, proposals, or qualifications for construction services the criteria that will be used to evaluate the offers and relative weights, if known at the time of the publication, given to the criteria.

6.7.2. Criteria that may be used to award a construction contract include.

- Cost
- Experience and Reputation
- Quality of Goods and Services
- Impact on ability of District to meet HUB contracting requirements.
- Safety Record
- Proposed Personnel
- Financial Stability
- Other relevant factors

6.7.3 State Approved Procurement Methods for Construction

- Interlocal Contract
- Competitive Bid
- Competitive Sealed Proposal
- Construction Manager at Risk
- Design Build
- Job Order Contracting
- Construction Manager Agent

6.8. Evaluation Procedures

6.8.1. Bid Evaluation Committee Guidelines

Your willingness to participate as an evaluator is an integral part of the procurement process for College Station ISD. The Office of Purchasing, and the Director of Purchasing truly appreciate your assistance and expertise. Your designation as an evaluator for the Director of Purchasing, and as a public servant thereby, requires that you fully understand the policies regarding potential conflicts of interest and the confidential nature of the proposals and all that is contained therein. The following information provides a general overview of evaluations and outlines how the evaluation process is conducted.

6.8.2. Purpose

To provide guidance on the simple, fair, and objective operation of the evaluation committee. Request for Proposal is a best value bid process that includes the receipt of proposals, permits negotiation, and usually affords proposers an opportunity to revise their offers before award of a contract. The evaluation committee is an integral part of the CSISD procurement process.

6.8.3. Competition

The solicitation and selection of (a) qualified company(ies) through the issuance of a Request for Proposal (RFP), Competitive Sealed Proposal (CSP), or Request for Qualifications (RFQ) shall be conducted in a manner so as to provide maximum open and free competition. Professional services (architect, engineer, and land surveyor per TGC 2254) shall not be awarded based on price competition.

6.8.4. Role of the Buyer

- Develop scope of proposal, specifications, and other template updates, as necessary
- Create and maintain the proposal timeline
- Form the evaluation committee: determine committee size and recruit committee members

After the proposal opening:

- Examine each proposal to determine if all mandatory requirements have been met to warrant further evaluation
- Assign someone to check proposers' references by email or phone.
- Score purchase price for each proposer (if applicable)
- Provide supplier responses to committee members.
- Serve as project leader of evaluation committee; send to committee members:
- Brief overview of solicitation process
- Provide instructions for the evaluation process Determine date and time of the evaluation committee meeting
- Compile the final scores; complete Evaluation Summary Form
- If clarifying information is required, arrange for the

presentation(s), conference call or webinar

- If best and final offer (BAFO) is requested, coordinate the issuance and collection of BAFO correspondence to and from proposers
- Calculate final award(s) based on highest point total
- Present recommendation(s) to the Director of Purchasing or other party as directed
- Ensure that evaluation materials are made part of the solicitation file.

6.8.5. Duties of the Evaluation Committee Member

- Content specific knowledge and/or expertise
- Read and sign the Instructions to Evaluation Committee Members
- Independently score each proposal for each evaluation factor (not already completed by the Project Leader)
- Meet as a group for presentation or discussion, as required
- Adhere to timeline set by Project Leader for completing evaluation(s)
- Maintain confidentiality of the project

6.8.6. Evaluation Committee Membership

The evaluation committee size will be determined on an individual solicitation basis. The committee as a whole will be comprised of 3 to 5 members who have expertise and knowledge in the discipline(s) related to the solicitation. The buyer will serve as the evaluation committee project leader. No person who might have a potential conflict of interest regarding financial interests or prejudice through current or past association or relationship with a proposal offeror should serve on the evaluation team. The committee will be formed as follows:

- Three (3) CSISD staff with knowledge and expertise in the discipline(s) related to the project.
- Optional: One (1) Director/Manager from within CSISD.
- Optional: One (1) or more CSISD consultants

6.8.7. Evaluation Methods

The objective is to select the company(ies) or individual(s) that can best provide the goods/services when technical ability, price and other factors have been considered. Proposals shall be evaluated and ranked solely on the basis of criteria contained in the solicitation. Oral presentations, although not mandatory, may be conducted with short-listed companies during the evaluation process and taken into consideration in the final evaluation.

There are two methods of evaluating proposals, the consensus (or narrative) method and the numerical scoring method.

The **consensus method** is a process where the committee as a

whole arrives at a common understanding of ranking the offers. It usually does not involve numerical scoring but consists of a narrative appraisal of significant strengths, weaknesses and risks of each proposal.

In the **numerical scoring method**, each member individually evaluates each proposal received based on the evaluation criteria listed in the proposal and the pre-established weighted values, and computes the total score assigned each proposal.

As a rule, pricing information will be submitted together with all other elements of the proposal. In selected instances, the buyer may determine it is in CSISD's best interest to have cost/price information physically separated so that the technical evaluation can be performed separately from price evaluation and thereby not allow for cost/price to influence the technical evaluation.

6.8.8. Evaluation Committee Function

The project leader will determine if the consensus method or numerical scoring method will be utilized. If the consensus method is chosen, a committee consensus report will be prepared identifying the strengths, weaknesses, and risks of each proposal. Individual committee member narrative evaluations are not necessary but may be prepared if it best serves the procurement process. The buyer is responsible for the report and to ensure the evaluation process is accomplished correctly.

When the consensus method of evaluation is used, individual evaluation score sheet from by each committee member may or may not be utilized. One score sheet for the entire committee will suffice.

When the numerical scoring method of evaluation is used, individual score sheets are obtained from each member in evaluating the proposals. Members evaluate the proposals and fill out the score sheet. The score is then totaled, and the buyer will prepare the summary. If an individual evaluation score varies 25% or more from the average scores of the total evaluation committee on any specific proposal, it shall be subject to review by the evaluation committee. The purpose of the review is to discover the specific deficiency or significant characteristic that the evaluator considered to be of such magnitude that, when evaluated further by the entire committee, could change the scores of the committee or the individual evaluator. Should an evaluation be reviewed, it shall be documented and retained in the contract file. During the review session, evaluators are encouraged to communicate amongst themselves to glean any and all information that will assist in ranking the proposals and

making a selection.

A committee meeting is held to verify the scores.
The committee may

- accept
- reject
- elect to hold oral presentations
- forgo oral presentations
- decide how many proposers are in the competitive range
- send a recommendation to the Director of Purchasing and the CSISD Board of Trustees.

6.8.9. Presentations – Oral, Conference Call or Webinar

The evaluation committee may conduct a presentation by proposers in the competitive range. If, in the committee's opinion, no useful purpose will be served by conducting a presentation, it may be waived.

If the best value selection method is utilized, oral presentations are especially important. The purpose of such presentations shall be to determine in greater detail such proposer's qualifications and explore with the proposer the scope and nature of the required goods/services, the proposer's proposed method of performance, and the relative utility of alternative methods of approach.

The buyer will issue each individual or company selected for oral presentations a written notice of their selection and an invitation to meet with the evaluation committee for a briefing/presentation on their proposal. The notice will also establish a time, date, and location to give the oral presentation.

6.8.10. Confidentiality

The evaluation committee shall not disclose any information derived from proposals submitted by other proposers and shall not disclose any information contained in any proposals until after award of the proposed contract has been made. All committee members shall immediately report all inappropriate contacts regarding the evaluation proceedings to the buyer or Director of Purchasing.

6.8.11. Negotiations

Negotiation, in the sense of discussion, persuasion, alteration of initial assumptions and positions, and give-and-take, may apply to price, scheduling, technical requirements, or other terms of a proposed contract.
The competitive range/short list will be composed of all companies

whose proposals have a reasonable chance of being selected for award, i.e., capable of being made acceptable through minor modification to the proposal.

The buyer will be responsible for conducting the negotiations. If a negotiation team is formed, then the buyer will be the team leader. The content and extent of the discussions is based on the particular facts of each acquisition:

1. Making certain that the offeror has a clear understanding of the scope of the work, specifically the essential requirements involved in providing required goods/services,
2. Determining that the offeror will make available the necessary personnel and facilities to perform the services within the required time, and
3. Agreeing upon compensation, which is fair and reasonable, taking into account the estimated value of the required goods/services and the scope, complexity, and nature of such goods/services.

The proposer will be advised of deficiencies in its proposal and will be given an opportunity to conform the proposal to CSISD's requirements. Any uncertainties concerning the technical proposal and other terms and conditions of the proposal will be resolved. Suspected proposal mistakes are to be called to the proposer's attention being specific as possible without disclosing information concerning other proposals or the evaluation process. Proposers will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their proposals that may result from discussions.

The negotiation team members and other CSISD personnel involved shall not engage in:

1. Technical leveling (i.e., helping an offeror bring its proposal up to the level of other proposals through successive rounds of discussion, by pointing out weaknesses resulting from the proposer's lack of diligence, competence, or inventiveness in preparing the proposal).
2. Disclosure of any information pertaining to another proposal that results in improvement of a competing proposal, or
3. Auction techniques, such as:
    A. Indicating to an offeror a cost or price that it must meet to obtain further consideration,
    B. Advising an offeror of its price standing relative to another offeror. However, it is permissible to inform an offeror that its cost or price is considered to be too high or unrealistic.
    C. Otherwise furnishing information about other

proposals.

If the buyer or Director of Purchasing determine that a proposal no longer has a reasonable chance of being selected for contract award, it will no longer be considered for selection.

6.8.12. Best and Final Offers (BAFOs)

Upon completion of discussions, the buyer may issue to all proposers still within the competitive range a request for best and final offers. The request shall include:

1. Notice that discussions are concluded,
2. Notice that this is the opportunity to submit a best and final offer,
3. A common cutoff date and time that allows a reasonable opportunity for submission of written best and final offers, and
4. Notice that if any modification is submitted, it must be received by the date and time specified and is subject to the late submissions, modifications, and withdrawals of proposals provision of the solicitation.

After receipt of best and final offers, the negotiation team should not reopen discussions unless it is clearly in CSISD's interest to do so. If discussions are reopened, following evaluation of the BAFOs, the evaluation committee shall recommend that source whose BAFO offer is most advantageous to CSISD, consistent with the established evaluation factors. While the lowest price or lowest total cost to CSISD is an important factor in many source selections, in many solicitations CSISD may select the company whose proposal offers the greatest value to CSISD in terms of performance and other factors.

6.8.13. Committee Recommendation(s) to Director

After validation of qualifications, evaluation, and presentations, the evaluation committee shall select a company or companies, in the order of their respective qualification ranking, deemed to be the most highly qualified to provide required goods/ services.

There may be further discussion between the Director of Purchasing and the evaluation committee members before the committee's recommendation is finalized and sent to the CSISD Board of Trustees for contract award.

6.8.14. Cancellation of Proposal

Solicitations are subject to cancellation if they prove not to be feasible for reasons such as, but not limited to, a fair and reasonable contract cannot be negotiated.

6.8.15. Debriefing of Unsuccessful Proposers (If used)

Debriefings for non-awarded proposers may be conducted by the buyer. The primary purpose of a debriefing is to provide information so that an unsuccessful proposer can improve in the event of similar future procurements.

6.8.16. Comparisons with other unsuccessful proposals are not permitted.

At the onset of the debriefing, the CSISD representative shall state to the company being debriefed that "No other proposal shall be discussed as we would not discuss your proposal with any other company." The debriefing shall only deal in specifics related to the company being debriefed.

6.8.17. Insurance Requirements

The Contractor, before starting work for the school district, must furnish the District with a Certificate of Insurance or other acceptable evidence from a reputable insurance company or companies (such companies to be acceptable to the district) licensed to write insurance in the State of Texas, showing that the Contractor is covered by the insurance as follows:

<u>General Public Liability Insurance.</u> With limits for bodily injury of not less than (100,000/$300,000 and for property damage of not less than $100,000. The policy shall be on the Comprehensive General Liability form and shall include coverage for acts of contractors.

<u>Automobile Public Liability Insurance.</u> With limits for bodily injury liability of not less than $100,000/$300,000 and for property damage of not less than $100,000 on all self-propelled vehicles used in connection with the contract, whether owner, non-owned or hired.

<u>Umbrella Excess Liability.</u> Not less than $1,000,000.

<u>Statutory Worker's Compensation and Employer's Liability Insurance.</u> In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor.

The Certificates of Insurance furnished to the district shall contain a provision that coverage under such policies shall not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the district. CSISD shall be named as co-insured.

The Contractor, before starting work for the school district, must furnish the Distric
a Certificate of Insurance or other acceptable evidence from a reputable insu
company or companies (such companies to be acceptable to the district) licensed to
insurance in the State of Texas, showing that the Contractor is covered by the insu
as follows:
General Public Liability Insurance. With limits for bodily injury of not less
(100,000/$300,000 and for property damage of not less than $100,000. The polic
be on the Comprehensive General Liability form and shall include coverage for a
contractors.
Automobile Public Liability Insurance. With limits for bodily injury liability of not les
$100,000/$300,000 and for property damage of not less than $100,000 on al
propelled vehicles used in connection with the contract, whether owner, non-own
hired.
Umbrella Excess Liability. Not less than $1,000,000.
Statutory Worker's Compensation and Employer's Liability
Insurance. In the event any work is sublet, the Contractor
shall require the subcontractor similarly to provide the same
coverage and shall himself acquire evidence of such
coverage on behalf o
subcontractor.
The Certificates of Insurance furnished to the district shall
contain a provision that coverage under such policies shall
not be canceled or materially changed until at least thirty
(30) days prior written notice has been given to the
district. CSISD shall be named as co-insured.
The Certificates of Insurance furnished to the district shall contain a provision
coverage under such policies shall not be canceled or materially changed u
least thirty (30) days prior written notice has been given to the district. CSISD sh
named as co-insured.

coverage under such policies shall not be canceled or materially changed least thirty (30) days prior written notice has been given to the district. CSISD named as co-insured.

6.8.18. IonWave (e-bidding) Evaluation Process

All invited evaluators will receive an evaluation invitation by email.

- The evaluators must click on the "click here" link in the evaluation invitation email.

- When evaluator clicks on the "click here" link if they have not already registered, they must first register. Once registered they will go back to the email and click on the "click here" link to sign in. (Note: If you are already registered then you would skip this process and just log in by clicking on the click here link).

- Once the evaluator logs in, they will read the Confidentiality Agreement for Membership on Cross-Functional and Proposal Evaluation Team and Instructions for Evaluators (see verbiage below). Once complete they type their name and check the "I agree to the evaluation terms above" box under the Terms of the Evaluation.

- Then the evaluator will click on the "Scoring Tab" and click on each supplier, then click on "Criteria Score" button to see the supplier response and perform the evaluation to score the supplier. An optional comment field is available for each criterion. (Note: when entering your response, you must click on the "save" button for each response for the system to save the response).

- Once the evaluator has completed everything that needs to be filled out for each supplier, they will click on done, this will then bring you to the available suppliers to be evaluated screen.

- From here the "Submit" tool button will be illuminated and available for selection (note: if something is left out that needs to be completed then you cannot click the "Submit" tool button as it will not be illuminated.

- Once you click the "Submit" button your scores will be submitted, and the evaluation has been completed.

6.8.19. Protest Process and Procedure

Written protests relative to the specifications or the solicitation

document shall be filed no later than five (5) working days prior to the scheduled due date and time of the solicitation.

Other written protests shall be filed not later than five (5) working days after the solicitation due date and time, or if the written protest is based on subsequent action of the district, not later than five (5) working days after the aggrieved person knows or should have knowledge, of the facts giving rise to the protest. Written protests are considered filed when received by the Director of Purchasing. Protests which are not filed in a timely manner (as set forth above) will not be considered. All protests shall be handled in an expeditious manner ensuring that all relevant facts are gathered and considered before reaching a decision on the validity of the protest. The district will only consider protests from Vendors who submitted a timely response to an issued competitive solicitation or those who were prevented from doing so due to an alleged irregularity.

Procedure

Protests must be submitted in writing via email (bids@csisd.org), U.S. mail, overnight delivery, or hand delivery to:

Director of Purchasing

College Station ISD

9304 Rock Prairie Rd

College Station, TX 77845

At a minimum, the protest must include the following:

- Name, number, and related section number of the solicitation/contract;
- Reason for protest;
- Documentation supporting the protest and/or allegations;
- Statement of the specific relief requested, and
- Signed by a company officer authorized to sign contracts on behalf of the protestor.

The district will review the protest and determine if any district policies or procedures were violated.

A written response detailing the district's decision will be provided by the Director of Purchasing within thirty days after receipt of the Protest. The Director of Purchasing's decision shall

be final.

DISPUTE RESOLUTION PROCEDURES

Before pursuing legal action, the Vendor or contractor shall appeal the dispute to the Director of Purchasing via email to bids@csisd.org.

1.1 A "dispute" is a disagreement" between the district and the vendor over the payment of money, the adjustment or interpretation of contract terms, any claims arising out of or relating to any aspect of a solicitation, bid, or failure to conduct a solicitation or bid, any decision to award, deny, suspend or cancel, terminate or not renew, any contract or agreement.

1.2 These Dispute Resolution Procedures apply to and shall constitute the exclusive procedure for resolution of all claims, disputes, complaints and Dispute Resolution Requests of any kind filed by an Aggrieved Person relating in any way to any agreement entered into by the Vendor, including, but not limited to, those arising out of or relating to any aspect of a solicitation, bid, or failure to conduct a solicitation or bid, any decision to award, deny, suspend or cancel, terminate or not renew any contract or agreement.

1.3 FILING OF A DISPUTE RESOLUTION REQUEST
A. Any aggrieved person may file a Dispute Resolution Request seeking a determination with respect to any matter which is included within the scope of these Dispute Resolution Procedures as set forth in 1.2. An aggrieved Person who files a Dispute Resolution Request is hereinafter referred to as a "Petitioner."

B. The Dispute Resolution Request shall be in writing, shall be filed by delivery by certified mail, or any other method by which a written business record of delivery is kept, to the Director of Purchasing at the address listed below:

College Station ISD
Director of Purchasing
9304 Rock Prairie Rd
College Station, TX 77845

C. The Dispute Resolution Request shall include the following information:

i. The name, address, and telephone number of the Petitioner/Company;

ii. Identification of the solicitation or contract number that is the subject of the dispute;

iii. A statement of the factual grounds supporting the position of the Petitioner;

iv. Any other documentation the Petitioner wishes to submit in support of Petitioner's position;

v. A statement of the relief requested;

vi. The signature of the Petitioner.

D. For a Dispute Resolution Request to be timely filed, the Dispute Resolution Request must be physically received within the time period described in Section 1.4 below.

1.4 Time for Filing a Dispute Resolution Request

A. Written disputes relative to the specifications or the solicitation document shall be filed not later than five (5) business days prior to the closing date for receipt of initial proposals.

B. Written disputes relative to an amendment to any solicitation that are apparent before the closing date for receipt of proposals shall be filed within five (5) business days after the amendment is posted.

C. Written disputes relative to the award of a contract shall be filed within five (5) business days after the issuance of a Notice of Intent to award such contract.

If the Dispute Resolution Request is timely filed, the district may award and enter into such contract only if a written determination that the award of such contract without delay is necessary to protect substantial interests of the District.

D. All other written disputes shall be filed not later than five (5) business days after the Aggrieved Person knows or should have known of the facts giving rise to the action complained of.

E. Failure to file a written Dispute Resolution Request in accordance with 1.4 shall bar any further administrative equitable relief.

1.5 Notice of Filing of a Dispute Resolution Request

A. Material submitted by a Petitioner shall not be withheld from any interested party except to the extent required by law.

B. If the Petitioner believes the Dispute Resolution Request contains material that should be withheld, a statement advising the Director of Procurement of this fact shall accompany the Dispute Resolution Request submission.

1.6 Decision by the Director of Purchasing

A. The Director of Purchasing shall have the exclusive authority to decide all Dispute Resolution Requests.

B. The Director of Purchasing shall issue a written decision within thirty (30) calendar days after a Dispute Resolution Request has been filed. The decision shall include:

i. A brief description of the claim;

ii. A reference to the pertinent solicitation or contract provision;

iii. A brief statement of the factual issues;

iv. A statement of the Director of Purchasing's decision with supporting rationale and the remedial action and/or award, if any.

C. The Director of Purchasing shall furnish a copy of the decision to the Petitioner by certified mail, return receipt requested, or by any other method that provides evidence of delivery.

D. Pending claims shall not delay payment for undisputed amounts from the District to an Aggrieved Person or Petitioner.

1.7 Exclusive Administrative Remedy

These Dispute Resolution Procedures provide the exclusive administrative procedure for asserting a claim against the Purchasing Department arising out of any matter which is within the scope of these Dispute Resolution Procedures. Neither an Aggrieved Person, Petitioner, nor any other interested party, has a right to any administrative remedy against the Purchasing Department, except in accordance with the procedures set forth in these Dispute Resolution Procedures.

7. EXCEPTIONS TO COMPETITIVE PURCHASING REQUIREMENTS

7.1. Without complying with the competitive procurement options set forth in 6.2, the district may:

7.1.1. Contract for professional services such as architects, engineering, land surveying, CPAs, attorneys, and fiscal agents. In lieu of methods provided by Texas Ed. Code 44.03 the district may contract for professional services rendered by a financial consultant or technology consultant.

7.1.2. Contract for the replacement or repair of the facilities or equipment destroyed or severely damaged if the Board of Trustees determines that the delay imposed by the competitive procurement process would prevent or substantially impair the conduct of classes or other essential school activities; or

7.1.3. Purchase an item that is available from a single source, including:

- An item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly.

- A film, manuscript, or book.
- A utility service, i.e., electricity, gas, or water;
- A captive replacement part or component for equipment.

7.2. Selected purchases may be exempt from competitive procurement if they meet established criteria for a sole source purchase:

7.2.1. The Purchasing Department will make the final determination if the purchase is a sole source.

7.2.2. Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process, or monopoly.

7.2.3. Sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase in excess of $15,000.

It is important for the district to maintain and retain documentation from the vendor, which clearly delineates the reasons, which qualify the purchase to be on a sole source basis. It is important to verify a vendor's claim of having a sole source product.

8. VENDOR SELECTION/RELATIONS

8.1. Vendor relations

8.1.1. It is district policy to maintain and practice the highest possible standards of business ethics, professional courtesy, and competence in all our dealings. At all times, applicable laws must scrupulously be observed. In this regard, all employees should observe the following when dealing with suppliers and/or their representatives:

- To give prompt and courteous reception, as well as fair and equal treatment, to all suppliers and their representatives,
- Provide equal opportunity for all suppliers including small, minority, woman-owned, or labor surplus area firms to offer price quotes and products,
- Guarantee the confidentiality of all price quotations made by vendors,
- Explain as clearly and fully as possible to suppliers the reason for any rejections of prices and/or quotes provided,

- Remain scrupulously free from obligations to any supplier,

- Keep informed about sources of supply, current methods, services, and material; encourage their testing of new product samples,

- If, for any reason, one vendor is permitted to re-quote, his competitors will be given the same opportunity. Re-quoting should be restricted to an absolute minimum.

8.2. Vendor Award Criteria

8.2.1. The general practice of the district shall be to accept the lowest responsible bid or the most advantageous or best value proposal for the district as specified. In determining the lowest responsible bid or most advantageous or best value proposal for the district, the district is not restricted to considering price alone but shall consider other factors stated in the selection criteria.

If the District receives two or more quotes or bids from responsible bidders that are identical in amount, as the lowest and best bid, the district shall select only one bidder based on prior experience with vendors.

8.2.2. Criteria

- In awarding a contract, bid, and/or a quotation the district shall consider:
- Purchase Price;
- Reputation of Vendor and of the Vendor's goods or services;
- Quality of Vendor's goods and services;
- The extent to which the goods or services meet the districts needs
- Vendor's past relations with District
- The impact on the ability of District to comply with laws related to Historically Underutilized businesses (HUB) including small, minority, woman-owned, or labor surplus area firms
- Long term cost to District to acquire goods or services
- For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, <u>whether the vendor or the vendor's ultimate parent company or majority owner:</u>*
  A. <u>has its principal place of business in this state; or</u>
  B. <u>employs at least 500 persons in this state;</u>
- Any other relevant factor that a private business entity would consider in selecting a vendor.

*This criteria cannot be used for federally funded purchases.

8.3. Vendor Visitations

8.3.1. Sales calls and demonstration solicitors shall not call an individual campus/department without prior appointment and approval from the Purchasing Department. Such approval may be granted to demonstrate any material, supplies, equipment, software or hardware for possible use in the district.

8.4. Vendor Performance Evaluations

8.4.1. The procedures are as follows:

- The Purchasing Department and Business Office personnel deal with vendors on a continuous basis. It is important that information be recorded about specific performance of all vendors.

- The Purchasing Director welcomes any useful and constructive evaluations from departments. This information will be useful for the Purchasing Department to monitor and effectively stimulate vendor activities and performance.

9. RECEIVING AND DISTRIBUTION

9.1. The procedures are as follows:

9.1.1. The originator will initiate a purchase requisition in eFinance.

9.1.2. The Purchasing Dept. will convert the requisition to a purchase order and forward to Purchasing Director or designee for approval and signature if over $500.

9.1.3. Purchasing will send the purchase order to the vendor.

9.1.4. Orders will be delivered to the District Warehouse.

9.1.5. The Vendor will mail an invoice to Business Office/Accounts Payable.

9.1.6. The Warehouse will deliver the shipment to the campus/ department and obtain signature on delivery.

9.1.7. The Originator must indicate what items were delivered in relationship to the original purchase order. When the complete order is received the originator must notify the campus/department secretary to sign the green copy of the purchase order which must be forwarded the Business Office/Accounts Payable.

10. TRANSFER AND DISPOSITION OF PERSONAL PROPERTY

10.1 Transfer and Storage of Surplus

10.1.1. When a campus or department considers an item to be of no further benefit or is not being used, arrangements for the transfer and storage of this specific item will proceed as follows:

10.1.2. Each campus/department must fill out a Fixed Asset Deletion Form and must be signed by the campus/department head. The completed form must be submitted to the Purchasing Department.

10.1.3. To have the surplus items picked up by the Warehouse a work order request must be submitted.

10.1.4. Once the work order is received the campus/department will be notified by the Warehouse as to the date and time the surplus or salvage property will be picked up. The removal of any surplus or salvage will depend on availability of space in the district warehouse.

10.1.5. Surplus property in usable condition will be made available to any campus/department that is in need. Please call the Warehouse for an inventory of available surplus or visit the Purchasing Department.

10.2. Disposition of Surplus Personal Property

10.2.1. The Superintendent or designee is responsible for the implementation of this procedure. Every department will be given an opportunity to look at usable personal property before being removed from the inventory and declared surplus. Once the personal property has been declared surplus for sale this personal property cannot be picked up, delivered, exchanged, or used by any other campus or department in the district.

10.2.2. When property is determined by the Purchasing Director

to be surplus/salvage, is no longer needed, is in unusable or unsafe condition, it shall be disposed of as outlined below. Items purchased by Federal Funds or Grant Funds shall be handled in accordance with their respective regulations. The originating department must follow the following procedure:

- The originator must complete a Fixed Asset Deletion Form and send a copy to the Purchasing Department.

- The Purchasing Director or designee will inspect the property and will make a determination on the nature of the surplus property.

- To have the surplus items picked up by the Warehouse a work order request must be submitted.

- On the recommendation of the Purchasing Director, the property will be declared surplus and authorize disposal of the property.

- For fixed items with an original value over $5,000 and the Purchasing Department will forward a copy of the Fixed Asset Deletion form to the Business Office, which will remove the property from the fixed asset inventory.

10.2.3. Disposal will be as follows:

- Online Auction

  - The property will be turned over to an approved auctioneer. The auctioneer will be responsible for following established State of Texas law for the advertisement, soliciting and bidding of property.
  - The Auctioneer will auction the property after publication, as per law.
  - Should items fail to be sold by the auctioneer, the Purchasing Director or designee, at his/her own discretion may dispose of the personal property in any manner that is in the best interest of the district.

- Sealed Bid

  - After advertisement in a newspaper of general circulation at least one week prior to the closing of bids.
  - In the event that two or more bids are identical, the awarding bid shall be determined by drawing of lots or by a public auction after publication.

- Recycling

    - Surplus or salvage technology equipment is picked up by a contracted certified electronic recycler.

    - The contracted recycler will issue a Certificate of Destruction to the district once items are received and processed.

10.2.4. All auction sales will be handled by credit card and all proceeds will be given to the Business Office and deposited in the General Fund with the giving and receiving of receipts thereof.

10.2.5. Should either Sealed Bids or Auction fail to result in the disposal of the property, the Superintendent or designee may, at his or her discretion, dispose of the property in a manner that is in the best interest of the district.

10.2.6. Trade-Ins- items that are beyond repair, no longer of use, or surplus may be traded-in on more useful like items. The Purchasing Director will make the final determination.

10.2.7. In all cases where personal property is declared surplus, it shall be removed from the District Inventory by the Purchasing Department when disposed of and proper notation made showing the price realized for said property. Since title to all personal property is vested to College Station I.S.D., no property may be sold, traded, or disposed of other than by sealed bid or auction with the following exceptions:

- Scrap building materials, and scrap metal

- Parts of equipment that cannot be used or identified.

10.2.8. In such cases, the Purchasing Director shall inspect the personal property and declare them scrap, making a written notation for the record of the nature of the item(s), the reason for disposal, and the date of disposal. Such records shall be kept for at least three years.

- Relocation of Capital Equipment

- The Purchasing Department must coordinate the movement of furniture and equipment from department to department or facility. Each department or campus must complete a Fixed Asset Transfer Form and submit the original form to the Purchasing Department for approval. A work order request must be entered to have the items transferred.

- All requests to move computer equipment and/or peripherals must be approved by the Director of Technology. The computer equipment must be unhooked, and all cables must be attached to each respective peripheral.