

Notice of Regular Meeting

The Board of Trustees Devine ISD

A Regular Meeting of the Board of Trustees of Devine ISD will be held July 20, 2026, beginning at 6:30 PM in the Administration Building, 605 W Hondo Ave., Devine, TX 78016.

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

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

1. Call to Order, Roll Call and Declaration of Quorum

2. Pledge of Allegiance and Invocation

3. Citizen Communication

A. Public Comment for Non-Agenda Items

B. Public Address for Items on the Agenda

4. Administrative Reports and Discussion

A. Central Office Reports

1. Superintendent's Reports, Todd Grandjean

a. Monthly Report on Bond Projects, Safety, and Board Priorities:

1. Increase student success and continue a tradition of student achievement

2. Continue successful partnerships with the community, teachers and parents to support our schools and achieve student success

3. Align facilities and technology improvements with needs and career opportunities

4. Maintain Highly Qualified teachers and retain staff

5. Increase trade career opportunities and continue to develop enhanced technology resources for all students

b. Monthly Superintendent Calendar

c. Monthly District Activity Calendar

d. 2023 Bond Update Report

2. Director of HR/Info Management Monthly Report, Dawn Schneider

a. Monthly Report on Human Resources, Testing and Assessment, Counseling, Student Services

b. Optional Flexible Day Report

c. Student Handbook Review

d. Employee Handbook Review

B. Business Office Reports, Chief Financial Officer, Shannon Ramirez

4

1. Monthly reports on taxes, cafeteria, investments, cash flow	
2. Payment of Bills	
3. 2023 Bond Payments	
5. Consent Agenda	
A. Minutes of Board Meeting (s)	77
B. Approve Purchase of Property/Casualty/Liability and Workers' Compensation Insurance	80
C. Adopt Atascosa County Alternative Education Program Memorandum of Understanding	101
D. DEF Donation	116
6. Action Item(s):	
A. Consider and Take Possible Action to Approve a New Position at DHS to teach the PCT Program in partnership with Southwest Texas College	117
B. Consider and Take Possible Action to Approve a New Innovative Course at DHS	120
C. Consider and Take Possible Action to Adopt the 2026-2027 Student Code of Conduct	127
D. Consider and Take Possible Action on Revised Substitute Pay Schedule	180
E. Consider and take possible action to endorse TASB Board of Director Candidates	182
F. Consider and Take Possible Action to Approve the District's Professional Development Plan	210
G. Consider and Take Possible Action to Set Date for EISO/Teambuilding Training	215
7. Closed Session	
A. Personnel (TGC 551.074)	
1. Personnel Update	
2. Consider and discuss superintendent goals	
B. Considering Discipline of a Public School Child, or Complaint or Charge Against Personnel (TGC 551.082)	
8. Reconvene from Closed Session	
9. Adjournment	

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on _____, at _____.

For the Board of Trustees

DEVINE ISD

2026-2027 Employee Handbook



Note for the Board - Sections in blue are notable changes in the handbook.

If you have difficulty accessing the information in this document because of a disability, please email dawn.schneider@devineisd.org.

Table of Contents

Introduction	5
District Information	6
Mission Statement, Goals, and Objectives.....	6
Board of Trustees	6
Board Meeting Schedule	7
Administration	7
School Calendar	2
Helpful Contacts	2
Employment	2
Equal Employment Opportunity.....	2
Job Vacancy Announcements.....	3
Employment after Retirement	3
Contract and Noncontract Employment	4
Certification and Licenses.....	4
Recertification of Employment Authorization	5
Searches and Alcohol and Drug Testing	5
Health Safety Training	6
Reassignments and Transfers.....	6
Workload and Work Schedules	7
ADA Accommodations.....	7
Breaks for Expression of Breast Milk.....	8
Pregnant Workers Fairness Act	8
Notification to Parents Regarding Qualifications	8
Outside Employment and Tutoring	9
Performance Evaluation	9
Employee Involvement.....	10
Staff Development.....	10
Mental Health Training.....	10
Compensation and Benefits	12
Salaries, Wages, and Stipends	12
Paychecks.....	12
Automatic Payroll Deposit.....	14
Payroll Deductions.....	14
Overtime Compensation	14
Travel Expense Reimbursement.....	15
Health, Dental, and Life Insurance	15
Supplemental Insurance Benefits.....	16
Cafeteria Plan Benefits (Section 125)	16
Workers' Compensation Insurance	16
Unemployment Compensation Insurance	17

Teacher Retirement	17
Leaves and Absences	17
Personal Leave	19
State Sick Leave	20
Local Leave.....	20
Vacation	21
Sick Leave Bank (or Pool).....	21
Family and Medical Leave Act (FMLA)—General Provisions.....	22
Local Procedures for Implementing Family and Medical Leave Provisions	25
Temporary Disability Leave	26
Workers’ Compensation Benefits.....	27
Assault Leave	27
Bereavement Leave	27
Jury Duty.....	28
Compliance with a Subpoena	28
Truancy Court Appearances	28
Religious Observance	28
Military Leave	29
Leave for Police Officers for Illness or Injury.....	29
Employee Relations and Communications	30
Employee Recognition and Appreciation	30
District Communications	30
Complaints and Grievances	30
Employee Conduct and Welfare	31
Standards of Conduct	31
Discrimination, Harassment, and Retaliation.....	35
Harassment of Students	35
Reporting Suspected Child Abuse	36
Sexual Abuse and Maltreatment of Children	37
Reports to Texas Education Agency	37
Reporting Crime.....	38
Scope and Sequence.....	38
Technology Resources	39
Personal Use of Electronic Communications.....	39
Electronic Communications between Employees, Students, and Parents	41
Public Information on Private Devices	43
Criminal History Background Checks.....	43
Employee Arrests and Convictions.....	44
Alcohol and Drug-Abuse Prevention	45
Tobacco and Nicotine Products and E-Cigarette Use.....	45
Fraud and Financial Impropriety	46
Conflict of Interest.....	46

Gifts and Favors	47
Copyrighted Materials	47
Associations and Political Activities.....	47
Charitable Contributions	48
Safety and Security	48
Possession of Firearms and Weapons	49
Visitors in the Workplace	49
Asbestos Management Plan	49
Pest Control Treatment	49
Employee Dress	50
General Procedures	51
Emergency School Closing	51
Emergencies	51
Purchasing Procedures	51
Name and Address Changes	52
Personnel Records	52
Facility Use	52
Termination of Employment	53
Resignations.....	53
Dismissal or Nonrenewal of Contract Employees	54
Dismissal of Noncontract Employees	54
Discharge of Convicted Employees	55
Prohibition on Diversity, Equity, and Inclusion	55
Prohibited Classroom Instruction.....	55
Exit Interviews and Procedures	56
Reports Concerning Court-Ordered Withholding	56
Student Issues	56
Equal Educational Opportunities.....	56
Student Records	57
Parent and Student Complaints	57
Administering Medication to Students	57
Dietary Supplements	58
Psychotropic Drugs.....	58
Student Conduct and Discipline	58
Student Attendance.....	59
Bullying	59
Student Welfare: Freedom from Bullying	59
Hazing	63

Employee Handbook Receipt

Name _____

Campus/Department _____

I hereby acknowledge receipt of a copy of the Devine ISD Employee Handbook. I agree to read the handbook and abide by the standards, policies, and procedures defined or referenced in this document.

Employees have the option of receiving the handbook in electronic format or hard copy.

<https://www.devineisd.org/employees/index>

Please indicate your choice by checking the appropriate box below:

- ☐ I choose to receive the employee handbook in electronic format and accept responsibility for accessing it according to the instructions provided.
- ☐ I choose to receive a hard copy of the employee handbook and understand I am required to contact _____ to obtain a hard copy.

The information in this handbook is subject to change. I understand that changes in district policies may supersede, modify, or render obsolete the information summarized in this document. As the district provides updated policy information, I accept responsibility for reading and abiding by the changes.

I understand that no modifications to contractual relationships or alterations of at-will employment relationships are intended by this handbook.

I understand that I have an obligation to inform my supervisor or department head of any changes in personal information such as phone number, address, etc. I also accept responsibility for contacting my supervisor or the HR Department if I have questions or concerns or need further explanation.

Signature

Date

Please sign and date this receipt and forward it to Central Office.

Introduction

The purpose of this handbook is to provide information that will help with questions and pave the way for a successful year. Not all district policies and procedures are included. Those that are, have been summarized. Suggestions for additions and improvements to this handbook are welcome and may be sent to dawn.schneider@devineisd.org.

This handbook is neither a contract nor a substitute for the official district policy manual. Nor is it intended to alter the at-will status of noncontract employees in any way. Rather, it is a guide to and a brief explanation of district policies and procedures related to employment. These policies and procedures can change at any time; these changes shall supersede any handbook provisions that are not compatible with the change. For more information, employees may refer to the policy codes that are associated with handbook topics, confer with their supervisor, or call the appropriate district office. District policies can be accessed Online at <https://pol.tasb.org/PolicyOnline?key=879>.

District Information

Mission Statement, Goals, and Objectives

Policy AE

Empowering students to maximize their potential to achieve lifetime success.

Board of Trustees

Policies BA, BB series, BD series, and BE series

Texas law grants the board of trustees the power to govern and oversee the management of the district's schools. The board is the policy-making body within the district and has overall responsibility for the curriculum, school taxes, annual budget, employment of the superintendent and other professional staff, and facilities. The board has complete and final control over school matters within limits established by state and federal laws and regulations.

The board of trustees is elected by the citizens of the district to represent the community's commitment to a strong educational program for the district's children. Board members are elected in 5 districts and at large positions and serve three-year terms. Board members serve without compensation, must be qualified voters, and must reside in the district.

Current board members include:

- Nancy Pepper, President – District 4
- Carl Brown, Vice-President – District 2
- Dr. Keri James, Secretary – District 5
- Ali Buvinghausen, Member – District 1
- Britny Stricker, Member – District 3
- Candace Esparza, Member – At-large
- Chris Davis, Member – At-large

The board usually meets the third Monday of each month at the Devine ISD Central Office. In the event that large attendance is anticipated, the board may meet at the Devine Student Activity Center. Special meetings may be called when necessary. A written notice of regular and special meetings will be posted on the district website and outside of the Central Administration Office at least three business days before the scheduled meeting time. The written notice will show the date, time, place, and subjects of each meeting. In emergencies, a meeting may be held with a one-hour notice.

All meetings are open to the public. In certain circumstances, Texas law permits the board to go into a closed session from which the public and others are excluded. Closed session may occur for such things as discussing prospective gifts or donations, real-property acquisition, certain personnel matters including employee complaints, security matters, student discipline, or consulting with attorneys regarding pending litigation.

Board Meeting Schedule

August 17, 2026	February 15, 2027*
September 21, 2026	March 15, 2027*
October 19, 2026	April 19, 2027
November 16, 2026	May 17, 2027
December 21, 2026*	June 21, 2027
January 18, 2027*	July 19, 2027

*Dates may change due to district holidays

Administration

<i>Dr. Todd Grandjean, Superintendent</i>	<i>(830) 851-0701</i>
<i>Dawn Schneider, Director of HR and Information Management</i>	<i>(830) 851-0709</i>
<i>Shannon Ramirez, Chief Financial Officer</i>	<i>(830) 851-0704</i>
<i>Jenni Hagdorn, Director of Special Populations</i>	<i>(830) 851-0726</i>
<i>Jesse Hinojosa, Director of Technology</i>	<i>(830) 851-0708</i>
<i>Michael Gomez, High School Principal</i>	<i>(830) 851-0801</i>
<i>Kandi Darnell, Middle School Principal</i>	<i>(830) 851-0601</i>
<i>Lysandra Reyes, Intermediate School Principal</i>	<i>(830) 851-0401</i>
<i>Mark Raygosa, Elementary Principal</i>	<i>(830) 851-0301</i>
<i>JodiAnn Dzierzanowski, DAEP & DLA Principal/Truancy</i>	<i>(830) 851-0712</i>

School Calendar

Access the District Academic Calendar at our website: www.devineisd.org.

Helpful Contacts

From time to time, employees have questions or concerns. If those questions or concerns cannot be answered by supervisors or at the campus or department level, the employee is encouraged to contact the appropriate department as listed below.

<i>Superintendent's Secretary, Geri Woods</i>	<i>(830) 851-0710</i>
<i>Director's Secretary/HR Clerk, Alyssa Schmidt</i>	<i>(830) 851-0705</i>
<i>Accounts Payable, Corinne Stacy</i>	<i>(830) 851-0707</i>
<i>Payroll, April Hinojosa</i>	<i>(830) 851-0706</i>
<i>Purchasing, Cindy Zuercher</i>	<i>(830) 851-0795</i>
<i>Child Nutrition Director, Annette Benavidez</i>	<i>(830) 851-0412</i>
<i>Director of Facilities/Transportation, Kandy Stein</i>	<i>(830) 851-0754</i>
<i>Maintenance/Grounds Director, Ruben Ramirez</i>	<i>(830) 851- 0751</i>
<i>CES Principal Secretary, Jessica Spain</i>	<i>(830)851-0309</i>
<i>DIS Principal Secretary, Tricia Jay</i>	<i>(830)851-0410</i>
<i>DMS Principal Secretary, Kim Kuykendall</i>	<i>(830)851-0610</i>
<i>DHS Principal Secretary, Erica Camacho</i>	<i>(830)851-0809</i>

Employment

Equal Employment Opportunity

Policies DAA, DIA

In its efforts to promote nondiscrimination and as required by law, Devine ISD does not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, military status, genetic information, or on any other basis prohibited by law. Additionally, the district does not discriminate against an employee or applicant who acts to oppose such discrimination or participates in the investigation of a complaint related to a discriminatory

employment practice. Employment decisions will be made on the basis of each applicant's job qualifications, experience, and abilities.

In accordance with Title IX, the district does not discriminate on the basis of sex and is prohibited from discriminating on the basis of sex in its educational programs or activities. The prohibition against discrimination extends to employment. Inquiries about the application of Title IX may be referred to the district's Title IX coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both.

The district designates and authorizes the following employee as the Title IX coordinator for employees to address concerns or inquiries regarding discrimination based on sex, including sexual harassment: *Dawn Schneider, Director of HR and Info Mgmt, 605 W. Hondo Avenue, Devine, TX 78016, dawn.schneider@devineisd.org, and (830) 851-0709*. Reports can be made at any time and by any person, including during non-business hours, by mail, email, or phone. During district business hours, reports may also be made in person.

The district designates and authorizes the following employee as the ADA/Section 504 coordinator for employees for concerns regarding discrimination on the basis of a disability: *Jenni Hagdorn, Director of Special Populations, 205 W. College, Devine, Tx 78016, jenni.hagdorn@devineisd.org, and (830) 851-0726*.

Questions or concerns relating to discrimination for any other reason should be directed to the Superintendent.

Job Vacancy Announcements

Policy DC

Announcements of job vacancies by position and location are posted on a regular basis to the district's website.

Employment after Retirement

Policy DC

Individuals receiving retirement benefits from the Teacher Retirement System (TRS) may be employed under certain circumstances on a full- or part-time basis without affecting their benefits, according to TRS rules and state law. Detailed information about employment after retirement is available in the TRS publication *Employment after Retirement*. Employees can contact TRS for additional information by calling 800-223-8778 or 512-542-6400. Information is also available on the TRS Website (www.trs.texas.gov).

Contract and Noncontract Employment

Policy DC series

State law requires the district to employ all full-time professional employees in positions requiring a certificate from the State Board for Educator Certification (SBEC) and nurses under probationary, term, or continuing contracts. Employees in all other positions are employed at-will or by a contract that is not subject to the procedures for nonrenewal or termination under Chapter 21 of the Texas Education Code. The paragraphs that follow provide a general description of the employment arrangements used by the district.

Probationary Contracts. Nurses and full-time professional employees new to the district and employed in positions requiring SBEC certification must receive a probationary contract during their first year of employment. Former employees who are hired after a two-year lapse in district employment or employees who move to a position requiring a new class of certification may also be employed by probationary contract. Probationary contracts are one-year contracts. The probationary period for those who have been employed as a teacher in public education for at least five of the eight years preceding employment with the district may not exceed one school year.

For those with less experience, the probationary period will be three school years (i.e., three one-year contracts) with an optional fourth school year if the board determines it is doubtful whether a term or continuing contract should be given.

Term Contracts. Full-time professionals employed in positions requiring certification and nurses will be employed by term contracts after they have successfully completed the probationary period. The terms and conditions of employment are detailed in the contract and employment policies. All employees will receive a copy of their contract. Employment policies can be accessed online or copies will be provided upon request.

Noncertified Professional and Administrative Employees. Employees in professional and administrative positions that do not require SBEC certification (such as noninstructional administrators) are employed by a Chapter 21 probationary or term contract.

Paraprofessional and Auxiliary Employees. All paraprofessional and auxiliary employees, regardless of certification, are employed at will and not by contract. Employment is not for any specified term and may be terminated at any time by either the employee or the district.

Certification and Licenses

Policies DBA, DF

Professional employees whose positions require SBEC certification or a professional license are responsible for taking actions to ensure their credentials do not lapse. Employees must submit documentation that they have passed the required certification exam and/or obtained or renewed their credentials to the Devine ISD HR Department in a timely manner. Employees

licensed by the Texas Department of Licensing and Regulations (TDLR) must notify the HR Department when there is action against, or revocation of, their license.

A certified employee's contract may be voided without Chapter 21 due process and employment terminated if the individual does not hold a valid certificate or fails to fulfill the requirements necessary to renew or extend a temporary certificate, emergency certificate, probationary certificate, or permit. A contract may also be voided if SBEC suspends or revokes certification because of an individual's failure to comply with criminal history background checks. Contact the HR Department if you have any questions regarding certification or licensure requirements.

Recertification of Employment Authorization

Policy DC

At the time of hire all employees must complete the Employment Eligibility Verification Form (Form I-9) and present documents to verify identity and employment authorization.

Employees whose immigration status, employment authorization, or employment authorization documents have expired must present new documents that show current employment authorization. Employees should file the necessary application or petition sufficiently in advance to ensure that they maintain continuous employment authorization or valid employment authorization documents. Contact the HR Department if you have any questions regarding reverification of employment authorization. Failure to verify employment authorization may result in termination.

Searches and Alcohol and Drug Testing

Policy CQ, DHE

Noninvestigatory searches in the workplace including accessing an employee's desk, file cabinets, or work area to obtain information needed for usual business purposes may occur when an employee is unavailable. Therefore, employees are hereby notified that they have no legitimate expectation of privacy in those places. In addition, the district reserves the right to conduct searches when there is reasonable cause to believe a search will uncover evidence of work-related misconduct. Such an investigatory search may include drug and alcohol testing if the suspected violation relates to drug or alcohol use. The district may search the employee, the employee's personal items, and work areas including district-owned technology resources, lockers, and private vehicles parked on district premises or work sites or used in district business. Disciplinary action, up to and including termination, may result if an employee refuses to submit to testing or is found to violate district policy.

Employees Required to Have a Commercial Driver's License. Any employee whose duties require a commercial driver's license (CDL) is subject to alcohol and drug testing. This includes all drivers who operate a motor vehicle designed to transport 16 or more people counting the

driver, drivers of large vehicles, or drivers of vehicles used in the transportation of hazardous materials. Teachers, coaches, or other employees who primarily perform duties other than driving are subject to testing requirements if their duties include driving a commercial motor vehicle.

Drug testing will be conducted before an individual assumes driving responsibilities. Alcohol and drug tests will be conducted when reasonable suspicion exists, at random, when an employee returns to duty after engaging in prohibited conduct, and as a follow-up measure. Testing may be conducted following accidents. Return-to-duty and follow-up testing will be conducted if an employee who has violated the prohibited alcohol conduct standards or tested positive for alcohol or drugs is allowed to return to duty.

All employees required to have a CDL or who otherwise are subject to alcohol and drug testing will receive a copy of the district's policy, the testing requirements, and detailed information on alcohol and drug abuse and the availability of assistance programs.

Employees with questions or concerns relating to alcohol and drug testing policies and related educational material should contact the HR Department.

Health Safety Training

Policies DBA, DMA

School nurses and employees with regular contact with students must complete a Texas Education Agency approved, online training regarding seizure disorder awareness, recognition, and related first aid.

Reassignments and Transfers

Policy DK

All personnel are subject to assignment and reassignment by the superintendent or designee when the superintendent or designee determines that the assignment or reassignment is in the best interest of the district. Reassignment is a transfer to another position, department, or facility that does not necessitate a change in the employment contract. Campus reassignments must be approved by the principal at the receiving campus except when reassignments are due to enrollment shifts or program changes. Extracurricular or supplemental duty assignments may be reassigned at any time unless an extracurricular or supplemental duty assignment is part of a dual-assignment contract. Employees who object to a reassignment may follow the district process for employee complaints as outlined in this handbook and district policy DGBA(Local).

An employee with the required qualifications for a position may request a transfer to another campus or department. A written request for transfer must be completed and signed by the employee and the employee's supervisor. A teacher requesting a transfer to another campus before the school year begins must submit his or her request by April 1. Requests for transfer

during the school year will be considered only when the change will not adversely affect students and after a replacement has been found. All transfer requests will be coordinated by the campus principal and HR office and must be approved by the receiving supervisor.

Workload and Work Schedules

Policies DEAB, DK, DL

Professional Employees. Professional employees and academic administrators are exempt from overtime pay and are employed on a 10-, 11-, or 12-month basis, according to the work schedules set by the district. A school calendar is adopted each year designating the work schedule for teachers and all school holidays. Notice of work schedules including start and end dates and scheduled holidays will be distributed each school year.

Classroom teachers will have planning periods for instructional preparation including conferences. The schedule of planning periods is set at the campus level but must provide at least 450 minutes within each two-week period in blocks not less than 45 minutes within the instructional day. Teachers and librarians are entitled to a duty-free lunch period of at least 30 minutes. The district may require teachers to supervise students during lunch one day a week when no other personnel are available.

Paraprofessional and Auxiliary Employees. Support employees are employed at will and receive notification of the required duty days, holidays, and hours of work for their position on an annual basis. Paraprofessional and auxiliary employees must be compensated for overtime and are not authorized to work in excess of their assigned schedule without prior approval from their supervisor. See Overtime Compensation on page 14 for additional information.

ADA Accommodations

Policies DAA, DBB, DIA

The district will provide reasonable accommodations to employees with a disability if the accommodation would allow the individual to perform the essential functions of their job, unless doing so would create an undue hardship. An employee or their supervisor may initiate a request for accommodation by contacting Dawn Schneider at dawn.schneider@devineisd.org and identifying an adjustment or change at work that is needed because of a disability. An employee may also submit a written request to HR using the ADA Accommodation Request Form, which is available at devineisd.org.

Upon receiving the reasonable accommodation request, HR or the ADA coordinator will meet with the employee and conduct an informal, interactive discussion to identify an accommodation that will allow the employee to perform the essential functions of the job effectively. The district may request medical information concerning the employee's disability and to assist in determining what accommodation(s) may be available and appropriate. The employee will be responsible for obtaining the information from their health care provider.

Medical information received will be confidential and kept separate from the employee's personnel file.

After meeting with the employee and reviewing medical documentation, HR or the ADA coordinator will determine whether the employee is a qualified individual with a disability and develop a reasonable accommodation plan for the employee. Accommodation will be determined on a case-by-case basis. HR or the ADA coordinator will work closely with the employee and supervisor to ensure that reasonable accommodation is provided and effective.

Breaks for Expression of Breast Milk

Policies DEAB, DG

The district supports the practice of expressing breast milk and makes reasonable accommodations for the needs of employees who express breast milk. A place, other than a multiple user bathroom, that is shielded from view and free from intrusion from other employees and the public where the employee can express breast milk will be provided.

A reasonable amount of break time will be provided when the employee has a need to express milk. For nonexempt employees, these breaks are unpaid and are not counted as hours worked. Employees should meet with their supervisor to discuss their needs and arrange break times.

The Providing Urgent Maternal Protections of Nursing Mothers Act (PUMP Act) requires an employee to notify the district if they believe the district is out of compliance in providing breaks for a nursing mother. The employee must give the district 10 days to come into compliance before making any claim of liability against the district. An employee with concerns should contact Dawn Schneider at dawn.schneider@devineisd.org

Pregnant Workers Fairness Act

The Pregnant Workers Fairness Act (PWFA) provides consideration of accommodations to employees who have known limitations related to pregnancy, childbirth, or related medical conditions. An employee seeking a PWFA accommodation should contact Dawn Schneider at dawn.schneider@devineisd.org to begin the interactive process.

Notification to Parents Regarding Qualifications

Policies DK, DBA

In schools receiving Title I funds, the district is required by the Every Student Succeeds Act (ESSA) to notify parents at the beginning of each school year that they may request information regarding the professional qualifications of their child's teacher. ESSA also requires that parents

be notified if their child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet applicable state certification or licensure requirements.

Texas law requires that parents be notified if their child is assigned for more than 30 consecutive instructional days to an uncertified substitute, inappropriately certified teacher or an uncertified teacher. This notice is not required if parental notice under ESSA is sent. Inappropriately certified or uncertified teachers include individuals on an emergency permit (including individuals waiting to take a certification exam) and individuals who do not hold any certificate or permit, including substitutes. Information relating to teacher certification will be made available to the public upon request. Employees who have questions about their certification status can call the HR department.

Outside Employment and Tutoring

Policy DBD

All employees are required to disclose in writing to their immediate supervisor any outside employment that may create a potential conflict of interest with their assigned duties and responsibilities or the best interest of the district. Supervisors will consider outside employment on a case-by-case basis and determine whether it should be prohibited because of a conflict of interest.

Administrators. An employee (other than employees primarily responsible for in-class instruction) who has significant administrative duties relating to the operation of a school district, including the operation for a campus, program, or other subdivision of the district may not receive financial benefits for performing personal services for any business entity that conducts or solicits business with the district. With exceptions as noted below, administrators are also prohibited from receiving financial benefits for performing personal services for any education business that provides services regarding the curriculum or administration of any school district or financial benefits for performing personal services for other school districts, open enrollment charter schools, and education service centers.

Exceptions apply to an administrator who is not a superintendent, assistant superintendent, or member of a board of managers if the board approves as required by statute. To be approved, services must be performed on the administrator's personal time.

Performance Evaluation

Policy DN, DPB series

Evaluation of an employee's job performance is a continuous process that focuses on improvement. Performance evaluation is based on an employee's assigned job duties and other job-related criteria. All employees will participate in the evaluation process with their assigned supervisor at least annually. Written evaluations will be completed on forms approved by the district. Reports, correspondence, and memoranda also can be used to document performance

information. All employees will receive a copy of their written evaluation, participate in a performance conference with their supervisor, and have the opportunity to respond to the evaluation.

Upon receiving a report, a nursing review committee may review a nurse's nursing services, qualifications, and quality of patient care, as well as the merits of a complaint concerning a nurse, and a determination or recommendation regarding a complaint. A nurse may request, orally or in writing, a determination by the committee regarding conduct requested of the nurse believed to violate the nurse's duty to a patient.

Employee Involvement

Policies BQA, BQB

At both the campus and district levels, [REDACTED] ISD offers opportunities for input in matters that affect employees and influence the instructional effectiveness of the district. As part of the district's planning and decision-making process, employees are elected to serve on district- or campus-level advisory committees. Plans and detailed information about the shared decision-making process are available in each campus office or from central office.

Staff Development

Policy DMA

Staff development activities are organized to meet the needs of employees and the district. Staff development for instructional personnel is predominantly campus-based, related to achieving campus performance objectives, addressed in the campus improvement plan, and approved by a campus-level advisory committee. Staff development for noninstructional personnel is designed to meet specific licensing requirements (e.g., bus drivers) and continued employee skill development.

Individuals holding renewable SBEC certificates are responsible for obtaining the required training hours and maintaining appropriate documentation.

Mental Health Training

Policy DMA

All district employees who regularly interact with students are required to complete an evidenced-based mental health training program that is designed to provide instruction regarding the recognition and support of children and youth who experience mental health or substance use issues that may pose a threat to school safety. Employees must provide a certificate of completion to the district that includes the name of the training course, along with supporting documentation confirming that the training meets the requirements of the commissioner rules for mental health training.

Campus staff required to complete the training includes, but is not limited to, teachers, coaches, librarians, instructional coaches, administrators, administrative support personnel, school resource officers, paraprofessionals, substitutes, custodians, cafeteria staff, bus drivers, crossing guards, and district special program liaisons, and supervisors of personnel who regularly interact with students.

Compensation and Benefits

Salaries, Wages, and Stipends

Policies DEA, DEAA, DEAB

Employees are paid in accordance with administrative guidelines and an established pay structure. The district's pay plans are reviewed by the administration each year and adjusted as needed. All district positions are classified as exempt or nonexempt according to federal law. Professional employees and academic administrators are generally classified as exempt and are paid monthly salaries. They are not entitled to overtime compensation. Other employees are generally classified as nonexempt and are paid an hourly wage or salary and receive compensatory time or overtime pay for each hour worked beyond 40 in a workweek. (See *Overtime Compensation*, page .)

All employees will receive written notice of their pay and work schedules before the start of each school year. Classroom teachers, full-time librarians, full-time nurses, and full-time counselors will be paid no less than the minimum state salary schedule. Contract employees who perform extracurricular or supplemental duties may be paid a stipend in addition to their salary according to the district's extra-duty pay schedule.

Employees should contact April Hinojosa at 830-851-0706 for more information about the district's pay schedules or their own pay.

Paychecks

All professional and salaried employees are paid monthly. Hourly employees are paid semi-monthly. Paychecks will not be released to any person other than the district employee named on the check without the employee's written authorization. Employees are responsible for regularly reviewing the accuracy of their pay statement and should contact April Hinojosa at 830-851-0706 if they have any questions.

The schedule of pay dates for the 2026-2027 school year follows:

Devine ISD

26-27

Pay Schedule

Salaried/Annualized Employees: This schedule is for docks, extra duty and OT purposes only.
This schedule is not used to determine your semi-monthly pay.

PAY DATE	PERIOD BEGIN DATE	PERIOD END DATE	PAY DATE	PERIOD BEGIN DATE	PERIOD END DATE
July-15	6/14/2026	6/20/2026	February-12	1/17/2027	1/23/2027
Wednesday	6/21/2026	6/27/2026	Friday	1/24/2027	1/30/2027
	6/28/2026	7/4/2026	February-25	1/31/2027	2/6/2027
July-30	7/5/2026	7/11/2026	Thursday	2/7/2027	2/13/2027
Thursday	7/12/2026	7/18/2026	March-05	2/14/2027	2/20/2027
August-14	7/19/2026	7/25/2026	Friday	2/21/2027	2/27/2027
Friday	7/26/2026	8/1/2026	March-25	2/28/2027	3/6/2027
	8/2/2026	8/8/2026	Thursday	3/7/2027	3/13/2027
August-28	8/9/2026	8/15/2026		3/14/2027	3/20/2027
Friday	8/16/2026	8/22/2026	April-15	3/21/2027	3/27/2027
September-15	8/23/2026	8/29/2026	Thursday	3/28/2027	4/3/2027
Tuesday	8/30/2026	9/5/2026	April-29	4/4/2027	4/10/2027
September-30	9/6/2026	9/12/2026	Thursday	4/11/2027	4/17/2027
Wednesday	9/13/2026	9/19/2026	May-13	4/18/2027	4/24/2027
October-15	9/20/2026	9/26/2026	Thursday	4/25/2027	5/1/2027
Thursday	9/27/2026	10/3/2026	May-28	5/2/2027	5/8/2027
October-30	10/4/2026	10/10/2026	Friday	5/9/2027	5/15/2027
Friday	10/11/2026	10/17/2026	June-15	5/16/2027	5/22/2027
November-12	10/18/2026	10/24/2026	Tuesday	5/23/2027	5/29/2027
Thursday	10/25/2026	10/31/2026	June-24	5/30/2027	6/5/2027
November-20	11/1/2026	11/7/2026	Thursday	6/6/2027	6/12/2027
Friday	11/8/2026	11/14/2026	July-15	6/13/2027	6/19/2027
December-11	11/15/2026	11/21/2026	Thursday	6/20/2027	6/26/2027
Friday	11/22/2026	11/28/2026		6/27/2027	7/3/2027
December-17	11/29/2026	12/5/2026	July-29	7/4/2027	7/10/2027
Thursday	12/6/2026	12/12/2026	Thursday	7/11/2027	7/17/2027
January-15	12/13/2026	12/19/2026	August-13	7/18/2027	7/24/2027
Friday	12/20/2026	12/26/2026	Friday	7/25/2027	7/31/2027
	12/27/2026	1/2/2027		8/1/2027	8/7/2027
January-27	1/3/2027	1/9/2027	August-27	8/8/2027	8/14/2027
Wednesday	1/10/2027	1/16/2027	Friday	8/15/2027	8/21/2027

Automatic Payroll Deposit

Employees can have their paychecks electronically deposited into a designated account. A notification period of 30 is necessary to activate this service. Contact April Hinojosa at 830-851-0706 for more information about the automatic payroll deposit service.

Payroll Deductions

Policy CFEA

The district is required to make the following automatic payroll deductions:

- Teacher Retirement System of Texas (TRS) or Social Security employee contributions
- Federal income tax required for all full-time employees
- Medicare tax (applicable only to employees hired after March 31, 1986)
- Child support and spousal maintenance, if applicable
- Delinquent federal education loan payments, if applicable

Other payroll deductions employees may elect include deductions for the employee's share of premiums for health, dental, life, and vision insurance; annuities; and higher education savings plans or prepaid tuition programs. Employees also may request payroll deduction for payment of membership dues to professional organizations and certain charitable contributions. Salary deductions are automatically made for unauthorized or unpaid leave.

Overpayments. Employees are not entitled to any funds the district overpays. An overpayment occurs if an employee is paid more than the amount the employee should have been paid under the assigned pay grade and applicable supplemental pay.

If an overpayment is reported in the current fiscal year, a payment plan will be developed to recoup the payment. Generally, an overpayment will be paid in one pay cycle. However, if this creates an undue hardship for the employee, the district has the discretion to develop a plan for regular payroll deductions in the same fiscal year.

An agreement between an employee and the district must be in place in order to deduct any overpayment.

Overtime Compensation

Policies DEAB, DEC

The district compensates overtime for nonexempt employees in accordance with federal wage and hour laws. Only nonexempt employees (hourly employees and paraprofessional employees) are entitled to overtime compensation. Nonexempt employees are not authorized

to work beyond their normal work schedule without advance approval from their supervisor. A nonexempt employee who works overtime without prior approval will be subject to disciplinary action up to and including termination.

Overtime is legally defined as all hours worked in excess of 40 hours in a workweek and is not measured by the day or by the employee's regular work schedule. For the purpose of calculating overtime, a workweek begins at begins Monday and ends Friday.

Nonexempt employees that are paid on a salary basis are paid for a 40-hour workweek and do not earn additional pay unless they work more than 40 hours.

Employees may be compensated for overtime (i.e., hours beyond 40 in a workweek) at time-and-a-half rate with compensatory time off (comp time) or direct pay. The following applies to all nonexempt employees:

- Employees can accumulate up to 60 hours of comp time.
- Comp time must be used in the duty year that it is earned.
- Use of comp time may be at the employee's request with supervisor approval, as workload permits, or at the supervisor's direction.
- An employee is required to use comp time before using available paid leave (e.g., sick, personal, vacation).
- Weekly time records will be maintained on all nonexempt employees for the purpose of wage and salary administration.

Travel Expense Reimbursement

Policy DEE

Before any travel expenses are incurred by an employee, the employee's supervisor and superintendent or superintendent's designee must give approval. For approved travel, employees will be reimbursed for mileage and other travel expenditures according to the current rate schedule established by the district. Employees must submit receipts, to the extent possible, to be reimbursed for allowable expenses other than mileage.

Health, Dental, and Life Insurance

Policy CRD

Group health insurance coverage is provided through TRS-ActiveCare, the statewide public school employee health insurance program. The district's contribution to employee insurance premiums is determined annually by the board of trustees. Employees eligible for health insurance coverage include the following:

- Employees who are active, contributing TRS members

- Employees who are not contributing TRS members and who are employed for 10 or more regularly scheduled hours per week

The insurance plan year is from September 1 through August 31. Current employees can make changes in their insurance coverage during open enrollment each year or when they experience a qualifying event (e.g., marriage, divorce, birth). Detailed descriptions of insurance coverage, employee cost, and eligibility requirements are provided to all employees in a separate booklet. Employees should contact April Hinojosa at 830-851-0706 for more information.

Supplemental Insurance Benefits

Policy CRD

At their own expense, employees may enroll in supplemental insurance programs for life, cancer, income protection plans, and dental. Premiums for these programs can be paid by payroll deduction. Employees should contact April Hinojosa at (830) 851-0706 for more information.

Cafeteria Plan Benefits (Section 125)

Employees may be eligible to participate in the Cafeteria Plan (Section 125) and, under IRS regulations, must either accept or reject this benefit. This plan enables eligible employees to pay certain insurance premiums on a pretax basis (i.e., disability, accidental death and dismemberment, cancer and dread disease, dental, and additional term life insurance). A third-party administrator handles employee claims made on these accounts.

New employees must accept or reject this benefit during their first month of employment. All employees must accept or reject this benefit on an annual basis and during the specified time period.

Workers' Compensation Insurance

Policy CRE

The district, in accordance with state law, provides workers' compensation benefits to employees who suffer a work-related illness or are injured on the job. The district has workers' compensation coverage from Texas Association of School Boards, effective September 1.

Benefits help pay for medical treatment and make up for part of the income lost while recovering. Specific benefits are prescribed by law depending on the circumstances of each case.

All work-related accidents or injuries should be reported immediately to Dawn Schneider in the HR Department. Employees who are unable to work because of a work-related injury will be notified of their rights and responsibilities under the Texas Labor Code. See *Workers' Compensation Benefits*, page 16 for information on use of paid leave for such absences.

Unemployment Compensation Insurance

Policy CRF

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits. Employees are not eligible to collect unemployment benefits during regularly scheduled breaks in the school year or the summer months if they have employment contracts or reasonable assurance of returning to service. Employees with questions about unemployment benefits should contact April Hinojosa at 830-851-0706.

Teacher Retirement

All personnel employed on a regular basis for at least four and one-half months are members of the Teacher Retirement System of Texas (TRS). Substitutes not receiving TRS service retirement benefits who work at least 90 days a year are eligible to purchase a year of creditable service in TRS. TRS provides members with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

Employees who plan to retire under TRS should notify April Hinojosa at 830-851-0706 as soon as possible. Information on the application procedures for TRS benefits is available from TRS at Teacher Retirement System of Texas, 1000 Red River Street, Austin, TX 78701-2698, or call 800-223-8778 or 512-542-6400. TRS information is also available on the web (www.trs.texas.gov). See page 3 for information on restrictions of employment of retirees in Texas public schools.

Leaves and Absences

Policies CRD, DBB, DEC, DECA, DECB, DED, DG

The district offers employees paid and unpaid leaves of absence in times of personal need. This handbook describes the basic types of leave available and restrictions on leaves of absence. Employees who expect to be absent for an extended period of more than five days should call April Hinojosa at 830-851-0706 for information about applicable leave benefits, payment of insurance premiums, and requirements for communicating with the district.

Paid leave must be used in ½ or full-day increments. Earned comp time must be used before any available paid state and local leave. Unless an employee requests a different order, available paid state and local leave will be used in the following order:

- For positions for which a substitute is normally required, leave shall be recorded in half-day increments, even if a substitute is not employed.
- For positions for which a substitute is not normally required, leave shall be recorded in half-day increments.
- If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.

Earned comp time must be used before any available paid state and local leave. Unless an employee requests a different order, available paid state and local leave will be used in the following order:

- Local leave
- State sick leave accumulated before 1995-96 school year
- State personal leave

Employees must follow district and department or campus procedures to report or request any leave of absence and complete the appropriate form or certification. Any unapproved absences or absences beyond accumulated or available paid leave shall result in deduction from the employee's pay.

If an hourly employee does not report or request leave of absence(s) according to district procedures, the incident is considered a "no call/no show". An employee who is absent for five (5) consecutive days without notice is considered to have abandoned their job and may face disciplinary consequences up to and including termination.

Immediate Family. For purposes of leave other than family and medical leave, immediate family is defined as the following:

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

For purposes of family and medical leave, the definition of family is limited to spouse, parent, son or daughter, and next of kin. The definition of these are found in Policy DECA(LEGAL).

Medical Certification. Any employee, who is absent more than five (5) days because of a personal or family illness, must submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and—in the case of personal illness—the employee’s fitness to return to work.

The district may require medical certification due to an employee’s questionable pattern of absences or when deemed necessary by the supervisor or superintendent. The district may also request medical certification when an employee requests leave under the Family and Medical Leave Act (FMLA) for the employee’s serious health condition, a serious health condition of the employee’s spouse, parent, or child, or for military caregiver leave.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that employees and health care providers do not provide any genetic information in any medical certification. ‘Genetic information,’ as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member, or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Continuation of Health Insurance. Employees, on an approved leave of absence other than family and medical leave, may continue their insurance benefits at their own expense. Health insurance benefits for employees on paid leave and leave designated under the FMLA will be paid by the district as they were prior to the leave. Otherwise, the district does not pay any portion of insurance premiums for employees who are on unpaid leave.

Under TRS-Active Care rules, an employee is no longer eligible for insurance through the district after six months of unpaid leave other than FML. If an employee’s unpaid leave extends for more than six months, the district will provide the employee with notice of COBRA rights.

Personal Leave

State law entitles all employees to five days of paid personal leave per year. Personal leave is available for use at the beginning of the year. A day of personal leave is equivalent to the number of hours per day in an employee’s usual assignment, whether full-time or part-time. State personal leave accumulates without limit, is transferable to other Texas school districts, and generally transfers to education service centers. Personal leave may be used for two general purposes: nondiscretionary and discretionary.

Nondiscretionary. Leave taken for personal or family illness, family emergency, a death in the family, or active military service is considered nondiscretionary leave. Reasons for this type of leave allow very little, if any, advance planning. Nondiscretionary may be used in the same manner as state sick leave.

Discretionary. Leave taken at an employee's discretion that can be scheduled in advance is considered discretionary leave. An employee wishing to take discretionary personal leave must submit a request to his or her principal or supervisor three (3) days in advance of the anticipated absence. The effect of the employee's absence on the educational program or department operations, as well as the availability of substitutes, will be considered by the principal or supervisor.

Leave Proration. If an employee separates from employment with the district before his or her last duty day of the year, or begins employment after the first duty day, state personal leave will be prorated based on the actual time employed. When an employee separates from employment before the last duty day of the school year, the employee's final paycheck will be reduced by the amount of state personal leave the employee used beyond his or her pro rata entitlement for the school year.

State Sick Leave

State sick leave accumulated before 1995 is available for use and may be transferred to other school districts in Texas. State sick leave may be used for the following reasons only:

- Employee illness
- Illness in the employee's immediate family
- Family emergency (i.e., natural disasters or life-threatening situations)
- Death in the immediate family
- Active military service

Local Leave

Each employee shall earn five workdays of paid local leave per school year in accordance with administrative regulations. Employees in a position normally requiring in excess of 206 days of service in a school year shall earn additional local leave days in accordance with administrative regulations:

- 207 days = one-half leave day
- 216 days = one leave day
- 245 days – two leave days

Local leave shall accumulate without limit.

Local leave shall be used according to the terms and conditions of State Personal Leave.

Each employee may request annual payment for unused local leave to a maximum of two days per year by submitting a written request in accordance with administrative procedures at the rate established by the Board.

Vacation

Policy DED

Each full-time custodial, maintenance, and transportation employee serving in a position normally requiring 245 or more days of service shall be granted five paid vacation days annually after one year of continuous employment in the district and ten workdays of paid vacation annually after two years of continuous employment in the district. All other employees shall not be eligible for vacation.

The department supervisor shall be responsible for scheduling and maintaining all employees' vacation time and shall report this information to the business manager and the superintendent. Use of paid vacation shall not exceed five consecutive workdays. Vacation days shall not be allowed to accumulate for use in the following fiscal year.

Upon any voluntary separation from employment, however, the district shall pay an employee for all available unused vacation days.

Sick Leave Bank (or Pool)

Additional local leave is also provided to eligible employees. An employee who has exhausted all paid leave and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate only local leave for use by the eligible employee. A request for the establishment of a sick leave pool shall be made in writing to the superintendent. No staff member shall be allowed to contribute more than three of his or her local leave days to a pool per school year, and the employee may receive a maximum of 30 days from the pool. [See Sick Leave Pool-- DEC (LOCAL)]

If the employee is unable to submit the request, a member of the employee's family or the employee's supervisor may submit the request to establish a sick leave pool.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

Unused sick leave pool days shall revert to the donors and shall be divided

proportionately among donors according to the amount contributed. Reimbursed days shall be divided in increments of no less than one-half day. No general sick leave pool shall remain in existence.

The superintendent or designee shall develop regulations for the implementation of the sick leave pool that address the following:

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

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

Family and Medical Leave Act (FMLA)—General Provisions

The following text is from the federal notice, *Your Employee Rights Under the Family and Medical Leave Act*. Specific information that the district has adopted to implement the FMLA follows this general notice.

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons.

The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees. Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of**

time, or on a reduced schedule by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if *all* of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management

How do I request FMLA leave?

Generally, **to request FMLA leave you must:**

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer *may* request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress

What does my employer need to do?

If you are eligible for FMLA leave, your employer ***must***:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer *cannot* interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer *must* confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, **your employer *must* notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call **1-866-487-9243** or visit dol.gov/fmla to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



Local Procedures for Implementing Family and Medical Leave Provisions

Eligible employees can take up to 12 weeks of unpaid leave in the 12-month period beginning on the first duty day of the school year.

Use of Paid Leave. FML runs concurrently with accrued sick and personal leave, temporary disability leave, compensatory time, assault leave, and absences due to a work-related illness or injury. The district will designate the leave as FML, if applicable, and notify the employee that accumulated leave will run concurrently. Teachers have the option of not using paid leave during an FML absence for pregnancy or birth or adoption of a child.

Combined Leave for Spouses. Spouses who are employed by the district are limited to a combined total of 12 weeks of FML to care for a parent with a serious health condition; or for the birth, adoption, or foster placement of a child. Military caregiver leave for spouses is limited to a combined total of 26 weeks.

Intermittent Leave. When medically necessary or in the case of a qualifying exigency, an employee may take leave intermittently or on a reduced schedule. The district does not permit the use of intermittent or reduced-schedule leave for the care of a newborn child or for adoption or placement of a child with the employee.

Fitness for Duty. An employee that takes FML due to the employee's own serious health condition shall provide, before resuming work, a fitness-for-duty certification from the health care provider. When leave is taken for the employee's own serious health condition, the certification must address the employee's ability to perform essential job functions. The district shall provide a list of essential job functions (e.g., job description) to the employee with the FML designation notice to share with the health care provider. Fitness for duty is not required when an employee returns to work following leave to care for a family member with a serious health condition; to care for a child following birth, adoption, or foster care placement; or for qualifying exigency leave.

Reinstatement. An employee returning to work at the end of FML will be returned to the same position held when the leave began or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

In certain cases, instructional employees desiring to return to work at or near the conclusion of a semester may be required to continue on family and medical leave until the end of the semester. The additional time off is not counted against the employee's FML entitlement, and the district will maintain the employees group health insurance and reinstate the employee at the end of the leave according the procedures outlined in policy (see DECA(LEGAL)).

Failure to Return. If, at the expiration of FML, the employee is able to return to work but chooses not to do so, the district may require the employee to reimburse the district's share of insurance premiums paid during any portion of FML when the employee was on unpaid leave. If the employee fails to return to work for a reason beyond the employee's control, such as a continuing personal or family serious health condition or a spouse being unexpectedly transferred more than 75 miles from the district, the district may not require the employee to reimburse the district's share of premiums paid.

District Contact. Employees that require FML or have questions should contact Dawn Schneider at dawn.schneider@devineisd.org for details on eligibility, requirements, and limitations.

Temporary Disability Leave

Certified Employees. Any full-time employee whose position requires certification from the State Board for Educator Certification (SBEC) is eligible for temporary disability leave. The purpose of temporary disability leave is to provide job protection to full-time educators who cannot work for an extended period of time because of a mental or physical disability of a temporary nature. Temporary disability leave must be taken as a continuous block of time. It may not be taken intermittently or on a reduced schedule. Pregnancy and conditions related to pregnancy are treated the same as any other temporary disability.

Employees must request approval for temporary disability leave. An employee's notification of need for extended absence due to the employee's own medical condition shall be accepted as a request for temporary disability leave. The request must be accompanied by a physician's statement confirming the employee's inability to work and estimating a probable date of return. If disability leave is approved, the length of leave is no longer than 180 calendar days.

If an employee is placed on temporary disability leave involuntarily, he or she has the right to request a hearing before the board of trustees. The employee may protest the action and present additional evidence of fitness to work.

When an employee is ready to return to work, the campus principal/department supervisor should be notified at least 30 days in advance. The return-to-work notice must be accompanied by a physician's statement confirming that the employee is able to resume regular duties. Certified employees returning from leave will be reinstated to the school to which they were previously assigned if an appropriate position is available. If an appropriate position is not available, the employee may be assigned to another campus, subject to the approval of the campus principal. If a position is not available before the end of the school year, the employee

will be reinstated to a position at the original campus at the beginning of the following school year.

Workers' Compensation Benefits

An employee absent from duty because of a job-related illness or injury may be eligible for workers' compensation weekly income benefits if the absence exceeds seven calendar days.

An employee receiving workers' compensation wage benefits for a job-related illness or injury may choose to use accumulated sick leave or any other paid leave benefits. An employee choosing to use paid leave will not receive workers' compensation weekly income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-illness or -injury wage. If the use of paid leave is not elected, then the employee will only receive workers' compensation wage benefits for any absence resulting from a work-related illness or injury, which may not equal his or her pre-illness or -injury wage.

Assault Leave

Assault leave provides extended job income and benefits protection to an employee who is injured as the result of a physical assault suffered during the performance of his or her job. An incident involving an assault is a work-related injury and should be immediately reported to campus principal or supervisor.

An injury is treated as an assault if the person causing the injury could be prosecuted for assault or could not be prosecuted only because that person's age or mental capacity renders the person nonresponsible for purposes of criminal liability.

An employee who is physically assaulted at work may take all the leave time medically necessary (up to two years) to recover from the physical injuries he or she sustained. At the request of an employee, the district will immediately assign the employee to assault leave. Days of leave granted under the assault leave provision will not be deducted from accrued personal leave and must be coordinated with workers' compensation benefits. Upon investigation the district may change the assault leave status and charge leave used against the employee's accrued paid leave. The employee's pay will be deducted if accrued paid leave is not available.

Bereavement Leave

Use of state leave and/or local sick leave for death in the immediate family shall not exceed five (5) workdays per occurrence, subject to the approval of the district.

Jury Duty

Policies DEC, DG

The district provides paid leave to employees who are summoned to jury duty including service on a grand jury. The district will not discharge, threaten to discharge, intimidate, or coerce any regular employee because of juror or grand juror service or for the employee's attendance or scheduled attendance in connection with the service in any court in the United States. Employees who report to the court for jury duty may keep any compensation the court provides. An employee should report a summons for jury duty to his or her supervisor as soon as it is received and may be required to provide the district a copy of the summons to document the need for leave.

An employee may be required to report back to work as soon as they are released from jury duty. The supervisor may consider the travel time required and the nature of the individual's position when determining the need to report to work. A copy of the release from jury duty or documentation of time spent at the court may be required.

Compliance with a Subpoena

Employees will be paid while on leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding and will not be required to use personal leave. Employees may be required to submit documentation of their need for leave for court appearances.

Truancy Court Appearances

An employee who is a parent, guardian of a child, or a court-appointed guardian ad litem of a child who is required to miss work to attend a truancy court hearing may use personal leave or compensatory time for the absence. Employees who do not have paid leave available will be docked for any absence required because of the court appearance.

Religious Observance

The district will reasonably accommodate an employee's request for absence for a religious holiday or observance. Accommodations such as changes to work schedules or approving a day of absence will be made unless they pose an undue hardship to the district. The employee may use any accumulated personal leave for this purpose. Employees who have exhausted applicable paid leave may be granted an unpaid day of absence.

Military Leave

Paid Leave for Military Service. Any employee who is a member of the Texas National Guard, Texas State Guard, reserve component of the United States Armed Forces, or a member of a state or federally authorized Urban Search and Rescue Team is entitled to 15 days of paid leave per fiscal year when engaged in authorized training or duty orders by proper authority. An additional seven days of leave per fiscal year are available if called to state active duty in response to a disaster. In addition, an employee is entitled to use available state and local personal or sick leave during a time of active military service.

Reemployment after Military Leave. Employees who leave the district to enter into the United States uniformed services or who are ordered to active duty as a member of the military force of any state (e.g., National or State Guard) may return to employment if they are honorably discharged. Employees who wish to return to the district will be reemployed provided they can be qualified to perform the required duties. Employees returning to work following military leave should contact Dawn Schneider at dawn.schneider@devineisd.org. In most cases, the length of federal military service cannot exceed five years.

Continuation of Health Insurance. Employees who perform service in the uniformed services may elect to continue their health plan coverage at their own cost for a period not to exceed 24 months. Employees should contact April Hinojosa at 830-851-0706 for details on eligibility, requirements, and limitations.

Leave for Police Officers for Illness or Injury

A full-time district employed licensed police officer who regularly serves in a law enforcement capacity in a district police department is entitled to a paid leave of absence (LOA) for an illness or injury related to the person's line of duty. If necessary, the leave shall continue for at least one year.

If unable to return to work at the end of the paid leave and any extension, a police officer may use accumulated sick, vacation, and other accrued leave before being placed on unpaid temporary leave. At the end of temporary leave, the police officer will be reinstated at the same rank and with the same seniority the person had before going on temporary leave.

Employee Relations and Communications

Employee Recognition and Appreciation

Continuous efforts are made throughout the year to recognize employees who make an extra effort to contribute to the success of the district. Employees are recognized at board meetings, in the district newsletter, and through special events and activities. Recognition and appreciation activities also include recognition of the value of years of service; the district issues an award to each staff member upon reaching five (5) years, then every five years thereafter. The staff is recognized at the End-of-Year Employee Recognition Program.

District Communications

Throughout the school year, the district administration office publishes newsletters, brochures, fliers, calendars, news releases, and other communication materials. These publications offer employees and the community information pertaining to school activities and achievements. They will be published on www.devineisd.org, the DEVINE ISD Facebook page, and campus Facebook pages.

Complaints and Grievances

Policy DGBA

In an effort to hear and resolve employee concerns or complaints in a timely manner and at the lowest administrative level possible, the board has adopted an orderly grievance process. Employees are encouraged to discuss their concerns or complaints with their supervisors or an appropriate administrator at any time.

The formal process provides all employees with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative procedures are exhausted, employees can bring concerns or complaints to the board of trustees. For ease of reference, the district's policy concerning the process of bringing concerns and complaints is reprinted as follows:

<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=879&code=DGBA#localTabContent>

Employee Conduct and Welfare

Standards of Conduct

Policy DH, DHA

All employees are expected to work together in a cooperative spirit to serve the best interests of the district and to be courteous to students, one another, and the public. Employees are expected to observe the following standards of conduct:

- Recognize and respect the rights of students, parents, other employees, and members of the community.
- Maintain confidentiality in all matters relating to students and coworkers.
- Report to work according to the assigned schedule.
- Notify their immediate supervisor in advance or as early as possible in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action up to and including termination.
- Know and comply with department and district policies and procedures.
- Express concerns, complaints, or criticism through appropriate channels.
- Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
- Use district time, funds, and property for authorized district business and activities only.

All district employees should perform their duties in accordance with state and federal law, district policies and procedures, and ethical standards. Violation of policies, regulations, or guidelines, including intentionally making a false claim, offering false statements, or refusing to cooperate with a district investigation may result in disciplinary action, up to and including termination. Alleged incidents of certain misconduct by educators, including having a criminal record, must be reported to SBEC by the superintendent. See *Reports to the Texas Education Agency*, page 37 for additional information.

The *Educators' Code of Ethics*, adopted by the State Board for Educator Certification, which all district employees must adhere to, is reprinted below:

Texas Educators' Code of Ethics

Purpose and Scope

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession,

shall respect and obey the law, demonstrate personal integrity, and exemplify honesty and good moral character. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community. This chapter shall apply to educators and candidates for certification. (19 TAC 247.1(b))

Enforceable Standards

1. Professional Ethical Conduct, Practices, and Performance

Standard 1.1 The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the school district, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.

Standard 1.2 The educator shall not intentionally, knowingly, or recklessly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

Standard 1.3 The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

Standard 1.4 The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 1.5 The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or that are used to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.

Standard 1.6 The educator shall not falsify records, or direct or coerce others to do so.

Standard 1.7 The educator shall comply with state regulations, written local school board policies, and other state and federal laws.

Standard 1.8 The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

Standard 1.9 The educator shall not make threats of violence against school district employees, school board members, students, or parents of students.

Standard 1.10 The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

Standard 1.11 The educator shall not intentionally, knowingly, or recklessly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.

Standard 1.12 The educator shall refrain from the illegal use, abuse, or distribution of controlled substances, prescription drugs and toxic inhalants.

Standard 1.13 The educator shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.

2. Ethical Conduct toward Professional Colleagues

Standard 2.1 The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

Standard 2.2 The educator shall not harm others by knowingly making false statements about a colleague or the school system.

Standard 2.3 The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.

Standard 2.4 The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

Standard 2.5 The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.

Standard 2.6 The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7 The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this chapter.

Standard 2.8 The educator shall not intentionally or knowingly subject a colleague to sexual harassment.

3. Ethical Conduct toward Students

Standard 3.1 The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 3.2 The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

Standard 3.3 The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

Standard 3.4 The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

Standard 3.5 The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

Standard 3.6 The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.

Standard 3.7 The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8 The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9 The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

1. the nature, purpose, timing, and amount of the communication;
2. the subject matter of the communication;
3. whether the communication was made openly or the educator attempted to conceal the communication;
4. whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
5. whether the communication was sexually explicit; and
6. whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

Discrimination, Harassment, and Retaliation

Policies DH, DIA

Employees shall not engage in prohibited harassment, including sexual harassment, of other employees, unpaid interns, student teachers, or students. While acting in the course of their employment, employees shall not engage in prohibited harassment of other persons including board members, vendors, contractors, volunteers, or parents. A substantiated charge of harassment will result in disciplinary action up to and including termination.

Individuals who believe they have been discriminated or retaliated against or harassed are encouraged to promptly report such incidents to the campus principal, supervisor, or appropriate district official. If the campus principal, supervisor, or district official is the subject of a complaint, the complaint should be made directly to the superintendent. A complaint against the superintendent may be made directly to the board.

Any district employee who believes that he or she has experienced prohibited conduct based on sex, including sexual harassment, or believes that another employee has experienced such prohibited conduct, should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor, the campus principal, the Title IX coordinator, or the superintendent. The district's Title IX coordinator's name and contact information is listed in the Equal Employment Opportunity section of this handbook.

The district's policy that includes definitions and procedures for reporting and investigating discrimination, harassment, and retaliation is reprinted below:

<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=879&code=DIA#localTabContent>

Harassment of Students

Policies DF, DH, DHB, FFG, FFH, FFI

Sexual and other harassment of students by employees are forms of discrimination and are prohibited by law. Romantic or inappropriate social relationships between students and district employees are prohibited.

Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the campus principal or other appropriate district official. Any district employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct based on sex, including sexual harassment, of a student shall immediately notify the district's Title IX coordinator, the ADA/Section 504 coordinator, or superintendent and take any other steps required by district policy.

All allegations of prohibited harassment of a student by an employee or adult will be reported to the student's parents and promptly investigated. An employee who knows of or has reasonable cause to believe that child abuse or neglect occurred child abuse must also report

his or her knowledge or suspicion to the appropriate authorities, as required by law. See *Reporting Suspected Child Abuse*, page 36 and *Bullying*, page 59 for additional information.

Procedures for reporting and investigating harassment of students are listed below:

<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=879&code=DHB#legalTabContent>

<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=879&code=DF#legalTabContent>

<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=879&code=FFH#localTabContent>

Reporting Suspected Child Abuse

Policies DG, FFG, GRA

All employees with reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect, as defined by Texas Family Code §261.001, are required by state law to make a report to a law enforcement agency, the Department of Family and Protective Services (DFPS), or appropriate state agency (e.g., state agency operating, licensing, certifying, or registering the facility) within **24 hours** after the employee has reasonable cause to believe that the child has been abused or neglected. Law enforcement agency includes the Texas Department of Public Safety (DPS), a municipal police department, a county sheriff's office, or a county constable's office and does not include the district police.

If the alleged or suspected abuse or neglect involves a person responsible for the care, custody, or welfare of a child (including a teacher), the report of alleged abuse or neglect must be made to DFPS even if a report is made to law enforcement.

Employees are also required to make a report if they have reasonable cause to believe that an adult was a victim of abuse or neglect as a child and they determine in good faith that the disclosure of the information is necessary to protect the health and safety of another child, elderly person, or person with a disability.

Reports to DFPS can be made using the Texas Abuse Hotline (<https://www.txabusehotline.org/Login/Default.aspx> or 800-252-5400). State law specifies that an employee may not delegate to or rely on another person or administrator to make the report.

Under state law, a person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent. In addition, the district is prohibited from taking an adverse employment action against a certified or licensed professional who, in good faith, reports child abuse or neglect or who participates in an investigation regarding an allegation of child abuse or neglect.

An employee's failure to make the required report may result in prosecution as a Class A misdemeanor. The offense of failure to report by a professional may be a state jail felony if it is

shown the individual intended to conceal the abuse or neglect. In addition, a certified employee's failure to report may result in disciplinary procedures by SBEC for a violation of the Texas Educators' Code of Ethics.

Employees who suspect that a student has been or may be abused or neglected should also report their concerns to the campus principal. This includes students with disabilities who are no longer minors. Employees are not required to report their concern to the principal before making a report to the appropriate agency.

Reporting the concern to the principal does not relieve the employee of the requirement to report it to the appropriate state agency. In addition, employees must cooperate with investigators of child abuse and neglect. Interference with a child abuse investigation by denying an interviewer's request to interview a student at school or requiring the presence of a parent or school administrator against the desires of the duly authorized investigator is prohibited.

Sexual Abuse and Maltreatment of Children

Policy FFG

The district has established a plan for addressing sexual abuse and other maltreatment of children, which may be accessed at <https://pol.tasb.org/PolicyOnline/PolicyDetails?key=879&code=FFG#localTabContent>. As an employee, it is important for you to be aware of warning signs that could indicate a child may have been or is being sexually abused or maltreated. Abuse in the Texas Family Code is defined to include any sexual conduct harmful to a child's mental, emotional, or physical welfare, including conduct that constitutes the offense of continuous sexual abuse of a young child or disabled individual, indecency with a child, improper relationship between an educator and a student, sexual assault, or encouraging a child to engage in sexual conduct, as well as a failure to make a reasonable effort to prevent sexual conduct with a child. Maltreatment is defined as abuse or neglect. Anyone who has reasonable cause to believe that a child has been or may be abused or neglected has a legal responsibility under state law for reporting the suspected abuse or neglect following the procedures described above in *Reporting Suspected Child Abuse*.

Reports to Texas Education Agency

Policies DF, DHB, DHC

The conduct of an employee must be reported to TEA **within 48 hours** if there is evidence that the employee was involved in any of the following:

- Any form of sexual or physical abuse of a minor, or any other unlawful conduct with a student or a minor

- Soliciting or engaging in sexual contact or a romantic relationship with a student or minor
- Engaged in inappropriate communication with a student or minor
- Failed to maintain appropriate boundaries with a student or minor

For a certified employee, [the conduct below must also be reported not later than the seventh business day after termination or resignation or notice from the principal:](#)

- The possession, transfer, sale, or distribution of a controlled substance
- The illegal transfer, appropriation, or expenditure of district or school property or funds
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit for the purpose of promotion or additional compensation
- Committing a criminal offense or any part of a criminal offense on district property or at a school-sponsored event.

The reporting requirements above are in addition to the superintendent’s ongoing duty to notify TEA when a certified employee or an applicant for certification has a reported criminal history or engaged in conduct violating the assessment security procedures established under TEC §39.0301. “Reported criminal history” means any formal criminal justice system charges and dispositions including arrests, detentions, indictments, criminal information, convictions, deferred adjudications, and probations in any state or federal jurisdiction that is obtained by a means other than the Fingerprint-based Applicant Clearinghouse of Texas (FACT).

Reporting Crime

Policy DG

The Texas Whistleblower Act protects district employees who make good faith reports of violations of law by the district to an appropriate law enforcement authority. The district is prohibited from suspending, terminating the employment of, or taking other adverse personnel action against, an employee who makes a report under the Act. State law also provides employees with the right to report a crime witnessed at the school to any peace officer with authority to investigate the crime.

Scope and Sequence

Policy DG

If a teacher determines that students need more or less time in a specific area to demonstrate proficiency in the Texas Essential Knowledge and Skills (TEKS) for that subject and grade level, the district will not penalize the teacher for not following the district’s scope and sequence.

The district may take appropriate action if a teacher does not follow the district's scope and sequence based on documented evidence of a deficiency in classroom instruction. This documentation can be obtained through observation or substantiated and documented third-party information.

Technology Resources

Policy CQ, CQD

The district's technology resources, including its networks, computer systems, email accounts, devices connected to its networks, and all district-owned devices used on or off school property, are primarily for administrative and instructional purposes. Limited personal use is permitted if the use:

- Imposes no tangible cost to the district.
- Does not unduly burden the district's technology resources.
- Has no adverse effect on job performance or on a student's academic performance.
- Artificial intelligence (AI) should only be used as a support tool to improve student outcomes, not to replace the decisions made by teachers or students

Electronic mail transmissions and other use of the technology resources are not confidential and can be monitored at any time to ensure appropriate use.

Employees are required to abide by the provisions of the district's acceptable use agreement and administrative procedures. Failure to do so can result in suspension of access or termination of privileges and may lead to disciplinary and/or legal action. Employees with questions about computer use and data management can contact Jesse Hinojosa at (830) 851-0708.

Personal Use of Electronic Communications

Policy CQ, CY, DHA

Electronic communications include all forms of social media, such as text messaging, instant messaging, electronic mail (email), web logs (blogs), wikis, electronic forums (chat rooms), video-sharing websites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, X, LinkedIn, Instagram). Electronic communications also include all forms of telecommunication such as landlines, cell phones, and web-based applications.

As role models for the district's students, employees are responsible for their public conduct even when they are not acting as district employees. Employees will be held to the same professional standards in their public use of electronic communications as they are for any other public conduct. If an employee's use of electronic communications interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to

disciplinary action, up to and including termination of employment. If an employee wishes to use a social network site or similar media for personal purposes, the employee is responsible for the content on the employee's page, including content added by the employee, the employee's friends, or members of the public who can access the employee's page, and for web links on the employee's page. The employee is also responsible for maintaining privacy settings appropriate to the content.

An employee who uses electronic communications for personal purposes shall observe the following:

- The employee may not set up or update the employee's personal social network page(s) using the district's computers, network, or equipment.
- The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, pictures, and videos to breaks, mealtimes, and before and after scheduled work hours, unless there is an emergency or the use is authorized by a supervisor to conduct district business.
- The employee shall not use district and campus trademarks, including names, logos, mascots, and symbols or other copyrighted material on social media or in texts without express written consent.
- An employee may not share or post, in any format, information, videos, or pictures obtained while on duty or on district business unless the employee first obtains written approval from the employee's immediate supervisor. Employees should be cognizant that they have access to information and images that, if transmitted to the public, could violate privacy concerns.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators' Code of Ethics, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off campus. These restrictions include:
 - Confidentiality of student records. [See Policy FL]
 - Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. [See DHA(LEGAL)]
 - Confidentiality of district records, including educator evaluations and private email addresses. [See Policy GBA]
 - Copyright law [See Policy CY]
 - Prohibition against harming others by knowingly making false statements about a colleague or the school system. [See DHA(LEGAL)]

See *Electronic Communications between Employees, Students, and Parents*, below, for regulations on employee communication with students through electronic media.

Electronic Communications between Employees, Students, and Parents

Policy DH

A certified or licensed employee, or any other employee designated in writing by the superintendent or a campus principal, may use electronic communications with students who are currently enrolled in the district. The employee must comply with the provisions outlined below. Electronic communications between all other employees and students who are enrolled in the district are prohibited. Employees are not required to provide students with their personal phone number or email address.

An employee is not subject to the provisions regarding electronic communications with a student to the extent the employee has a social or family relationship with a student. For example, an employee may have a relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. An employee who claims an exception based on a social relationship shall provide written consent from the student's parent. The written consent shall include an acknowledgement by the parent that:

- The employee has provided the parent with a copy of this protocol;
- The employee and the student have a social relationship outside of school;
- The parent understands that the employee's communications with the student are excepted from district regulation; and
- The parent is solely responsible for monitoring electronic communications between the employee and the student.

The following definitions apply for the use of electronic media with students:

- *Electronic communications* means any communication facilitated by the use of any electronic device, including a telephone, cellular telephone, computer, computer network, personal data assistant, or pager. The term includes email, text messages, instant messages, and any communication made through an Internet website, including a social media website or a social networking website.
- *Communicate* means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a *communication*: however, the employee may be subject to district regulations on personal electronic communications. See *Personal Use of Electronic Media*, above. Unsolicited contact from a student through electronic means is not a *communication*.
- *Certified or licensed employee* means a person employed in a position requiring SBEC certification or a professional license, and whose job duties may require the employee

to communicate electronically with students. The term includes classroom teachers, counselors, principals, librarians, paraprofessionals, nurses, educational diagnosticians, school psychologists, and athletic trainers.

An employee who communicates electronically with students shall observe the following:

- The employee is prohibited from knowingly communicating with students using any form of electronic communications, including mobile and web applications, that are not provided or accessible by the district unless a specific exception is noted below.
- Only a teacher, trainer, or other employee who has an extracurricular duty may use text messaging, and then only to communicate with students who participate in the extracurricular activity over which the employee has responsibility. An employee who communicates with a student using text messaging shall comply with the following protocol:
 - The employee shall include at least one of the student's parents or guardians as a recipient on each text message to the student so that the student and parent receive the same message;
- The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests; for an employee with an extracurricular duty, matters relating to the extracurricular activity).
- The employee is prohibited from knowingly communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for the purpose of communicating with students. The employee must enable administration and parents to access the employee's professional page.
- The employee shall not communicate directly with any student between the hours of 8 p.m. and 7 a.m. An employee may, however, make public posts to a social network site, blog, or similar application at any time.
- The employee does not have a right to privacy with respect to communications with students and parents.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators' Code of Ethics including:
 - Compliance with the Public Information Act and the Family Educational Rights and Privacy Act (FERPA), including retention and confidentiality of student records. [See Policies CPC and FL]
 - Copyright law [Policy CY]
 - Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See Policy DH]

- Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with one or more currently-enrolled students.
- Upon written request from a parent or student, the employee shall discontinue communicating with the student through email, text messaging, instant messaging, or any other form of one-to-one communication.
- An employee may request an exception from one or more of the limitations above by submitting a written request to his or her immediate supervisor.
- All staff are required to use school email accounts for all electronic communications with parents. Communication about school issues through personal email accounts or text messages are not allowed as they cannot be preserved in accordance with the district's record retention policy.
- An employee shall notify his or supervisor in writing within one business day if a student engages in an improper electronic communication with the employee. The employee should describe the form and content of the electronic communication.

Public Information on Private Devices

Policy DH, GB

Employees should not maintain district information on privately owned devices. Any district information must be forwarded or transferred to the district to be preserved. The district will take reasonable efforts to obtain public information in compliance with the Public Information Act. Reasonable efforts may include:

- Verbal or written directive
- Remote access to district-owned devices and services

Criminal History Background Checks

Policy DBAA

All employees are subject to a review of their criminal history record information at any time during employment. National criminal history checks based on an individual's fingerprints, photo, and other identification will be conducted and entered into the Texas Department of Public Safety (DPS) Clearinghouse. This database provides the district and SBEC with access to an employee's current national criminal history and updates to the employee's subsequent criminal history.

Employee Arrests and Convictions

Policy DH, DHB, DHC

An employee must notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of any felony, and any of the other offenses listed below:

- Crimes involving school property or funds
- Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator
- Crimes that occur wholly or in part on school property or at a school-sponsored activity
- Crimes involving moral turpitude

Moral turpitude includes the following:

- Dishonesty
- Fraud
- Deceit
- Theft
- Misrepresentation
- Deliberate violence
- Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor
- Crimes involving any felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance
- Felonies involving driving while intoxicated (DWI)
- Acts constituting abuse or neglect under the Texas Family Code.

If an employee is arrested or criminally charged, the superintendent is also required to report the educator's criminal history to the Division of Investigations at TEA.

The superintendent is required to report the misconduct or criminal history of an employee to TEA. Information about misconduct or allegations of misconduct of an employee obtained by a means other than the criminal history clearinghouse will be reported to TEA. Refer to Policies DHB(LEGAL) and DHC(LEGAL) for timelines and conduct that will result in reporting.

Alcohol and Drug-Abuse Prevention

Policy DH

Devine ISD is committed to maintaining an alcohol- and drug-free environment and will not tolerate the use of alcohol and illegal drugs in the workplace and at school-related or school-sanctioned activities on or off school property. Employees who use or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours may be dismissed. The district's policy regarding employee drug use follows:

<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=879&code=DH#localTabContent>

Tobacco and Nicotine Products and E-Cigarette Use

Policies DH, FNCD, GKA

State law prohibits [smoking, using, or possessing e-cigarettes or tobacco products on all](#) district-owned property and at school-related or school-sanctioned activities, on or off school property. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of district-owned vehicles are prohibited from smoking, using tobacco products, or e-cigarettes while inside the vehicle. Notices stating that smoking is prohibited by law and punishable by a fine are displayed in prominent places in all school buildings.

"E-cigarette" means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device, regardless of whether the liquid solution or material contains nicotine. The term does not include a prescription medical device, prescription medication, or other prescribed substance unrelated to the cessation of smoking. The term "e-cigarette" includes:

1. A device regardless of whether it is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description; and
2. A component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Employees are prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on school property or while attending an off-campus school-related activity. Exceptions may be made for smoking cessation products with supervisor approval.

Fraud and Financial Impropriety

Policy CAA

All employees should act with integrity and diligence in duties involving the district's financial resources. The district prohibits fraud and financial impropriety, as defined below. Fraud and financial impropriety include the following:

- Forgery or unauthorized alteration of any document or account belonging to the district
- Forgery or unauthorized alteration of a check, bank draft, or any other financial document
- Misappropriation of funds, securities, supplies, or other district assets including employee time
- Impropriety in the handling of money or reporting of district financial transactions
- Profiteering as a result of insider knowledge of district information or activities
- Unauthorized disclosure of confidential or proprietary information to outside parties
- Unauthorized disclosure of investment activities engaged in or contemplated by the district
- Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the district, except as otherwise permitted by law or district policy
- Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment
- Failing to provide financial records required by federal, state, or local entities
- Failure to disclose conflicts of interest as required by law or district policy
- Any other dishonest act regarding the finances of the district
- Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards

Conflict of Interest

Policy CB, DBD

Employees are required to disclose in writing to the district any situation that creates a potential conflict of interest with proper discharge of assigned duties and responsibilities or creates a potential conflict of interest with the best interests of the district. This includes the following:

- A personal financial interest
- A business interest

- Any other obligation or relationship
- Non-school employment

Employees should contact their supervisor for additional information.

Gifts and Favors

Policy DBD

Employees may not accept gifts or favors that could influence, or be construed to influence, the employee's discharge of assigned duties. The acceptance of a gift, favor, or service by an administrator or teacher that might reasonably tend to influence the selection of textbooks, electronic textbooks, instructional materials or technological equipment may result in prosecution of a Class B misdemeanor offense. This does not include staff development, teacher training, or instructional materials such as maps or worksheets that convey information to students or contribute to the learning process.

Copyrighted Materials

Policy CY

Employees are expected to comply with the provisions of federal copyright law and policy relating to the use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data and programs, etc.). Electronic media, including motion pictures and other audiovisual works, are to be used in the classroom for instructional purposes only. Duplication or backup of computer programs and data must be made within the provisions of the purchase agreement.

Associations and Political Activities

Policy DGA

The district will not directly or indirectly discourage employees from participating in political affairs or require any employee to join any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization.

An individual's employment will not be affected by membership or a decision not to be a member of any employee organization that exists for the purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work. Use of district resources including work time for political activities is prohibited.

The district encourages personal participation in the political process, including voting. Employees who need to be absent from work to vote during the early voting period or on election day must communicate with their immediate supervisor prior to the absence.

Charitable Contributions

Policy DG

The Board or any employee may not directly or indirectly require or coerce an employee to make a contribution to a charitable organization or in response to a fundraiser. Employees cannot be required to attend a meeting called for the purpose of soliciting charitable contributions. In addition, the Board or any employee may not directly or indirectly require or coerce an employee to refrain from making a contribution to a charitable organization or in response to a fundraiser or attending a meeting called for the purpose of soliciting charitable contributions.

Safety and Security

Policy CK series

The district has developed and promotes a comprehensive program to ensure the safety and security of its employees, students, and visitors. The safety and security program includes written guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries. See Emergencies on page 51 for additional information.

Employees must follow established protocols and response to emergencies for each campus and department. Refer to written security procedures specific to your location and work area.

To prevent or minimize injuries to employees, coworkers, and students and to protect and conserve district equipment, employees must comply with the following requirements:

- Observe all safety rules.
- Keep work areas clean and orderly at all times.
- Immediately report all accidents to their supervisor.
- Operate only equipment or machines for which they have training and authorization.

While driving on district business, employees are required to abide by all state and local traffic laws. Employees driving on district business are prohibited from texting and using other electronic devices that require both visual and manual attention while the vehicle is in motion. Employees will exercise care and sound judgment on whether to use hands-free technology while the vehicle is in motion.

Employees with questions or concerns relating to safety programs and issues can contact Michael Gomez at Michael.gomez@devineisd.org.

Possession of Firearms and Weapons

Policies DH, FNCG, GKA

Employees, visitors, and students, including those with a license to carry a handgun, are prohibited from bringing firearms, knives, clubs, or other prohibited weapons onto school premises (i.e., building or portion of a building) or any grounds or building where a school-sponsored activity takes place. A person, including an employee, who holds a license to carry a handgun may transport or store a handgun or other firearm or ammunition in a locked vehicle in a parking lot, garage, or other district provided parking area, provided the handgun or firearm or ammunition is properly stored, and not in plain view. To ensure the safety of all persons, employees who observe or suspect a violation of the district's weapons policy should report it to their supervisor or call Central Office at 830-851-0795 immediately.

Visitors in the Workplace

Policy GKC

All visitors are expected to enter any district facility through the main entrance and sign in or report to the building's main office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on the district premises should immediately direct him or her to the building office or contact the administrator in charge.

Asbestos Management Plan

Policy CSC

The district is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for each school. A copy of the district's management plan is kept in the Devine ISD Central Office and is available for inspection during normal business hours.

Pest Control Treatment

Policies CLB, DI

Employees are prohibited from applying any pesticide or herbicide without appropriate training and prior approval of the integrated pest management (IPM) coordinator. Any application of pesticide or herbicide must be done in a manner prescribed by law and the district's integrated pest management program.

Notices of planned pest control treatment will be posted in a district building 48 hours before the treatment begins. Notices are generally located at the front entrances to the buildings. In addition, individual employees may request in writing to be notified of pesticide applications. An employee who requests individualized notice will be notified by telephone, written, or

electric means. Pest control information sheets are available from campus principals or facility managers upon request.

Employee Dress

DISD FACULTY AND STAFF DRESS

In keeping with Devine Independent School District's commitment to excellence, faculty and staff dress will model a business standard. The following guidelines are provided to reflect the spirit of pride that exists throughout our campuses.

Acceptable dress includes:

- Collared shirts, blouses, and dresses with sleeves – No sleeveless garments unless worn under coordinated jackets, sweaters, or blouses, providing the outer garment is not see-through. No spaghetti straps.
- Spirit t-shirts may be worn on Fridays only. Also, we are asking that everyone wear the 'DISD- designated-shirt' on Mondays to show unity and a team identity. T-shirts may not be worn on other days unless specifically designated by the campus.
- Dress slacks, pants, capris, or *Dockers (or other similar brands)* slacks are appropriate. Pants or capris must not be worn above the mid-calf. Tight-fitting pants (e.g., tights, Spandex, bicycle pants), exercise pants, and sweats are prohibited.
- Staff members may wear blue jeans with an appropriate blouse or collared shirt during the week. Ripped jeans or jeans with holes are not allowed on any day.
- Skirts/dresses should be to the top of the knee when standing. Leggings may be worn only with a dress or skirt.
- Clean tennis/athletic shoes are allowed.

Unacceptable dress includes:

- No T-shirts, jogging suits, including those made of velour, and/or shorts outside the athletics or physical education setting. Coaching staff should wear a collared shirt in the classroom, and may not wear wind pants (or other PE attire) as they move from the gym to the classroom.
- No sleeveless tops or tops which expose midriffs.
- No inappropriate necklines (low-cut or exposed cleavage)
- No sweat pants, sweat shirts, or sweat jackets.
- No beach-style, "flip-flop" shoes (with single straps which fit between the toes).
- Other than earrings, body piercings are not permitted. 'Gauge earrings' are not permitted.
- No unnatural hair color or hairstyle.

- No visible tattoos deemed inappropriate or offensive by campus administrators or supervisors.

*As representatives of our school system and our profession, we should strive to give the best possible impression to the students and community we serve. **Professional attire should appear clean, un-faded, and wrinkle-free.** If you have a question about appropriate apparel, please consult your campus principal.*

General Procedures

Emergency School Closing

Policy EB

The district may close schools because of severe weather, epidemics, or other emergency conditions. When such conditions exist, the Superintendent will make the official decision concerning the closing of the district's facilities. When it becomes necessary to open late, to release students early, or to cancel school, district officials will post a notice on the district's website and social media pages.

Emergencies

Policies CKC, CKD

All employees should be familiar with the safety procedures for responding to emergencies, including a medical emergency. Employees should locate evacuation diagrams posted in their work areas and be familiar with shelter in place, lockout, and lockdown procedures. Emergency drills will be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automatic external defibrillator. Fire extinguishers are located throughout all district buildings. Employees should know the location of these devices and procedures for their use.

Purchasing Procedures

Policy CH

All requests for purchases must be submitted to the Devine ISD Business Department department on an official district purchase order (PO) form with the appropriate approval signatures. No purchases, charges, or commitments to buy goods or services for the district can be made without a PO number. The district will not reimburse employees or assume responsibility for purchases made without authorization. Employees are not permitted to purchase supplies or equipment for personal use through the district's business office. Contact Cindy Zuercher at 830-851-0718 for additional information on purchasing procedures.

Name and Address Changes

It is important that employment records be kept up to date. Employees must notify the Devine ISD Central Office if there are any changes or corrections to their name, home address, contact telephone number, marital status, emergency contact, or beneficiary. The form to process a change in personal information can be obtained from Alyssa Schmidt at 830-851-0705.

Personnel Records

Policy DBA, GBA

Most district records, including personnel records, are public information and must be released upon request. In most cases, an employee's personal email address is confidential and may not be released without the employee's permission.

Employees may choose to have the following personal information withheld:

- Address
- Phone number, including personal cell phone number
- Emergency contact information
- Information that reveals whether they have family members

The choice to not allow public access to this information or change an existing choice may be made at any time by submitting a written request to Alyssa Schmidt. New or terminated employees have 14 days after hire or termination to submit a request. Otherwise, personal information may be released to the public until a request to withhold the information is submitted or another exception for release of information under law applies. An employee is responsible for notifying the district if he or she is subject to any exception for disclosure of personal or confidential information.

Facility Use

Policies DGA, GKD

Employees who wish to use district facilities after school hours must follow established procedures. The campus principal is responsible for scheduling the use of facilities after school hours. Contact the facilities department at 830-851-0753 to request to use school facilities and to obtain information on the fees charged.

Termination of Employment

Resignations

Policy DFE, DHB

Contract Employees. Contract employees may resign their position without penalty at the end of any school year if written notice is received at least 45 days before the first day of instruction of the following school year. A written notice of resignation should be submitted to the superintendent or other persons designated by the board of trustees, which includes HR department. Supervisors who have not been designated by the board to accept resignations shall instruct the employee to submit the resignation to the superintendent or other person designated by board action.

Contract employees may resign at any other time only with the approval of the superintendent or the board of trustees. Resignation without consent may result in disciplinary action by the State Board for Educator Certification (SBEC).

The principal is required to notify the superintendent of an educator's resignation within seven business days of the following:

- Certain misconduct, abuse, unlawful act
- Involvement or solicitation of a romantic relationship with a student or minor
- Solicitation or engaging in sexual conduct with a student or minor
- Inappropriate communications with a student or minor
- Failure to maintain appropriate boundaries with a student or minor
- Possession, transfer, sale, or distribution of a controlled substance
- Illegal transfer, appropriation, or expenditure of district or school property or funds
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit for the purpose of promotion or additional compensation
- Committing a criminal offense or any part of a criminal offense on district property or at a school-sponsored event.

The superintendent is required to report such conduct to TEA.

Noncontract Employees. Noncontract employees may resign their position at any time. A written notice of resignation should be submitted to the supervisor at least two weeks prior to the effective date. Employees are encouraged to include the reasons for leaving in the letter of resignation but are not required to do so.

The principal or director is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days for any of the following:

- Alleged incident of misconduct of abuse or otherwise committed an unlawful act with a student or minor,
- Was involved in or solicited a romantic relationship with a student or minor
- Engaged in inappropriate communications with a student or minor
- Failed to maintain appropriate boundaries with a student or minor

The superintendent is required to report such conduct to TEA.

Dismissal or Nonrenewal of Contract Employees

Policies DF Series, DHB, DPA, DPB

Employees on probationary, term, and continuing contracts can be dismissed during the school year according to the procedures outlined in district policies. Employees on probationary or term contracts can be nonrenewed at the end of the contract term. Contract employees dismissed during the school year, suspended without pay, or subject to a reduction in force are entitled to receive notice of the recommended action, an explanation of the charges against them, and an opportunity for a hearing. The timelines and procedures to be followed when a suspension, termination, or nonrenewal occurs will be provided when a written notice is given to an employee.

The reporting requirements for termination of a contract are the same as those listed above in Resignations/Contract Employees.

Advance notification requirements do not apply when a contract employee is dismissed for failing to obtain or maintain appropriate certification or when the employee's certification is revoked for misconduct. Information on the timelines and procedures can be found in the DF series policies that are provided to employees or are available Online.

Dismissal of Noncontract Employees

Policies DCD, DHC, DPA, DPB

Noncontract employees are employed at will and may be dismissed without notice, a description of the reasons for dismissal, or a hearing. It is unlawful for the district to dismiss any employee for reasons of race, color, religion, sex, national origin, age, disability, military status, genetic information, any other basis protected by law, or in retaliation for the exercise of certain protected legal rights. Noncontract employees who are dismissed have the right to grieve the termination. The dismissed employee must follow the district process outlined in this handbook when pursuing the grievance. (See *Complaints and Grievances*, page 30.)

The reporting requirements for termination of a noncertified employee are the same as those listed above in Resignations/Noncontract Employees.

Discharge of Convicted Employees

Policy DF

The district shall discharge any employee who has been convicted of a felony under Title 5 Penal Code or convicted of or placed on deferred adjudication community supervision for the following:

- An offense requiring the registration as a sex offender
- Improper relationship between an educator and a student
- Sale, distribution, or display of harmful materials to a minor
- Public indecency
- A felony offense involving school property

If the Title 5, Penal Code offense is more than 30 years before the date the person's employment began or the person satisfied all terms of the court order entered on conviction the requirement to discharge does not apply.

Prohibition on Diversity, Equity, and Inclusion

Policies DF, DH

Except as required by state or federal law, district employees are prohibited from engaging in diversity, equity, and inclusion activities, including assigning diversity, equity, and inclusion duties to any person. Any employee who intentionally or knowingly engages in or assigns diversity, equity, and inclusion duties to another person will be subject to appropriate discipline, including termination of employment.

Prohibited Classroom Instruction

Policies DF, DH

District employees are prohibited from engaging in an act prohibited by Education Code 28.0022 (Certain Instructional Requirements and Prohibitions). Any district employee intentionally or knowingly engaging in or assigning to another individual activities related to controversial topics described in Education Code 28.0022 is subject to disciplinary action, including termination of employment.

Exit Interviews and Procedures

Exit interviews will be scheduled for all employees leaving the district. Information on the continuation of benefits, release of information, and procedures for requesting references will be provided at this time. Separating employees are asked to provide the district with a forwarding address and phone number and complete a questionnaire that provides the district with feedback on his or her employment experience. All district keys, books, property, including intellectual property, and equipment must be returned upon separation from employment.

Reports Concerning Court-Ordered Withholding

The district is required to report the termination of employees that are under court order or writ of withholding for child support or spousal maintenance. Notice of the following must be sent to the support recipient and the court or, in the case of child support, the Texas Attorney General Child Support Division:

- Termination of employment not later than the seventh day after the date of termination
- Employee's last known address
- Name and address of the employee's new employer, if known

Student Issues

Equal Educational Opportunities

Policies FB, FFH

In an effort to promote nondiscrimination and as required by law, Devine ISD does not discriminate on the basis of race, color, religion, national origin, age, sex, or disability in providing education services, activities, and programs, including Career and Technical Education (CTE) programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Questions or concerns about discrimination against students based on sex, including sexual harassment should be directed to *Dawn Schneider, Director of Student Services 605 W. Hondo Devine, Tx 78016, dawn.schneider@devineisd.org, and (830) 851-0795*, the district Title IX coordinator for students. Questions or concerns about discrimination on the basis of a disability should be directed to *Jenni Hagdorn, Director of Special Populations, 205 W. College Devine, Tx 78016, jenni.hagdorn@devineisd.org, and (830) 851-0726* the district ADA/Section 504 coordinator for students. All other questions or concerns relating to discrimination based on any other reasons should be directed to the Superintendent.

Student Records

Policy FL

Student records are confidential and are protected from unauthorized inspection or use. Employees should take precautions to maintain the confidentiality of all student records. The following people are the only people who have general access to a student's records:

- Parents: Married, separated, or divorced unless parental rights have been legally terminated and the school has been given a copy of the court order terminating parental rights
- The student: The rights of parents transfer to a student who turns 18 or is enrolled in an institution of post-secondary education. A district is not prohibited from granting the student access to the student's records before this time.
- School officials with legitimate educational interests

The student handbook provides parents and students with detailed information on student records. Parents or students who want to review student records should be directed to the campus principal for assistance.

Parent and Student Complaints

Policy FNG

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the board has adopted orderly processes for handling complaints on different issues. Any campus office or the superintendent's office can provide parents and students with information on filing a complaint.

Parents are encouraged to discuss problems or complaints with the teacher or the appropriate administrator at any time. Parents and students with complaints that cannot be resolved to their satisfaction should be directed to the campus principal. The formal complaint process provides parents and students with an opportunity to be heard up to the highest level of management if they are dissatisfied with a principal's response.

Administering Medication to Students

Policy FFAC, FFAF

Only designated employees may administer prescription medication, nonprescription medication, and herbal or dietary supplements to students. Exceptions apply to the administration of medication for respiratory distress, medication for anaphylaxis (e.g., EpiPen®), opioid antagonists, and medication for diabetes management, if the medication is administered in accordance with district policy and procedures. A student who must take any

other medication during the school day must bring a written request from his or her parent and the medicine in its original, properly labeled container. Contact the principal or school nurse for information on procedures that must be followed when administering medication to students.

Dietary Supplements

Policies DH, FFAC

District employees are prohibited by state law from knowingly selling, marketing, or distributing a dietary supplement that contains performance-enhancing compounds to a student with whom the employee has contact as part of his or her school district duties. In addition, employees may not knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a performance-enhancing dietary supplement to any student.

Psychotropic Drugs

Policy FFAC

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood- or behavior-altering substance.

District employees are prohibited by state law from doing the following:

- Recommending that a student use a psychotropic drug
- Suggesting a particular diagnosis
- Excluding from class or school-related activity a student whose parent refuses to consent to a psychiatric evaluation or to authorize the administration of a psychotropic drug to a student

Student Conduct and Discipline

Policies in the FN series and FO series

Students are expected to follow the classroom rules, campus rules, and rules listed in the Student Handbook and Student Code of Conduct. Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management strategies that have been adopted by the district. Other employees that have concerns about a particular student's conduct should contact the classroom teacher or campus principal.

Student Attendance

Policy FEB

Teachers and staff should be familiar with the district's policies and procedures for attendance accounting. These procedures require minor students to have parental consent before they are allowed to leave campus. When absent from school, the student upon returning to school, must complete check-in at the campus office. These requirements are addressed in campus training and in the student handbook. Contact the campus principal for additional information.

Bullying

Policy FFI

Bullying is defined by §TEC 37.0832. All employees are required to report student complaints of bullying, including cyberbullying, to their supervisor, or the campus principal. The district's policy includes definitions and procedures for reporting and investigating bullying of students and is reprinted below:

Note: School board policies may be revised at any time. For legal context and the most current copy of the local policy, visit

<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=879&code=FFI#localTabContent>.

Below is the text of *Devine's* policy FFI(LOCAL) as of the date this handbook was finalized for this school year.

Student Welfare: Freedom from Bullying

Policy FFI(LOCAL) adopted on *May 11, 2023*

Note: This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyber-bullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

Bullying Prohibited

The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Examples

Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money,

destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

Minimum Standards

In accordance with law, the Superintendent shall develop administrative procedures to ensure that minimum standards for bullying prevention are implemented.

Retaliation

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

Timely Reporting

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

Reporting Procedures

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.

Employee Report

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

Report Format

A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.

Periodic Monitoring

The Superintendent shall periodically monitor the reported counts of bullying incidents, and that declines in the count may represent not only improvements in the campus culture because bullying declines but also declines in the campus culture because of a decline in openness to report incidents.

Notice of Report

When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.

Prohibited Conduct

The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.

Investigation of Report

The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.

The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.

Notice to Parents

If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

District Action

Bullying

If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.

Discipline

A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.

The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.

Corrective Action

Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.

Transfers

The principal or designee shall refer to FDB for transfer provisions.

Counseling

The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.

Appeal

A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.

Records Retention

Retention of records shall be in accordance with CPC(LOCAL).

Access to Policy and Procedures

This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.

Hazing

Policy FNCC

Students must have prior approval from the principal or designee for any type of "initiation rites" of a school club or organization. While most initiation rites are permissible, engaging in or permitting "hazing" is a criminal offense. Any teacher, administrator, or employee who observes a student engaged in any form of hazing, who has reason to know or suspect that a student intends to engage in hazing, or has engaged in hazing must report that fact or suspicion to the designated campus administrator.

Index

- Accommodations
 - ADA, 7
 - pregnancy, 8
- Administering medication, 57
- Administration, 7
- Alcohol and drug
 - abuse prevention, 45
 - testing, 5
- Arrests and convictions, 44
- Asbestos management plan, 49
- Assault leave, 27
- Associations and political activities, 47
- At-will employment, 4
- Automatic payroll deposits, 14
- Background checks, 43
- Bad weather closing, 51
- Benefits
 - cafeteria plan, 16
 - health insurance, 15
 - leave, 17
 - retirement, 17
 - supplemental insurance, 16
 - workers' compensation, 16, 27
- Bereavement leave, 27
- Board of Trustees
 - information, 6
 - members, 6
- Breaks, 8
- Breast milk, 8
- Bullying, 59
- Cafeteria plan benefits, 16
- Certification
 - health and safety training, 6
 - maintaining, 4
 - parent notification, 8
- Change of address, 52
- Charitable contributions, 48
- Child abuse
 - reporting, 36
 - sexual, 37
- Code of ethics, 31
- Committees, 10
- Compensation, 12
- Complaints
 - employee, 30
 - parent and student, 57
- Compliance coordinators, 2, 56
- Compliance with a subpoena, 28
- Conduct and welfare, 31
- Conflict of interest, 46
- Contract
 - employment, 4
 - nonrenewal, 54
- Copyright materials, 47
- Court appearances, 28
- Court-ordered withholding, 56
- Crime reporting, 38
- Criminal history, 43
- Dietary supplements, 58
- Directories
 - helpful contacts, 2
- Disability, 7
- Discrimination
 - employee, 35
 - student, 56
- Dismissal
 - contract employees, 54
 - noncontract employees, 54
- District
 - communications, 30
 - information, 6
 - mission statement, 6
- [Diversity, Equity, and Inclusion](#), 55
- Drug
 - abuse prevention, 45
 - psychotropic, 58
 - testing, 5
- E-cigarettes, 45
- Electronic communications, 39, 41
- Emergencies, 51
- Employee
 - conduct and welfare, 31
 - involvement, 10
 - recognition, 30

Employment
 after retirement, 3
 at-will, 4
 authorization documents, 5
 contract, 4
 noncontract, 4
 outside, 9
 Equal opportunity
 educational, 56
 employment, 2
 Every Student Succeeds Act, 8
 Exit interviews, 55, 56
 Facility use, 52
 Family and medical leave, 22
 Firearms, 49
 Form I-9, 5
 Fraud, 46
 General procedures, 51
 Gifts and favors, 47
 Grievances, 30
 Harassment, 25
 Hazing, 63
 Health insurance, 15
 Health safety training, 6
 Helpful contacts, 2
 Insurance
 health, 15
 supplemental, 16
 unemployment, 16
 Internet use, 39, 41
 Job vacancy announcements, 3
 Jury duty, 28
 Leave
 assault, 27
 bank, 21
 bereavement, 27
 court appearance, 28
 discretionary, 20
 family and medical, 22
 jury duty, 28
 medical certification, 19
 military, 29
 nondiscretionary, 20
 personal, 19
 police officer, 29
 pool, 21
 proration, 20
 religious observance, 28
 sick, 20
 temporary disability, 26
 truancy court appearance, 28
 workers' compensation, 27
 Maltreatment of children, 37
 Medications, 57
 Mental health training, 10
 Military leave, 29
 Mission statement, 6
 Name and address changes, 52
 Nicotine
 products, 45
 use, 45
 Nonrenewals, 54
 Nursing mothers, 8
 Outside employment, 9
 Overpayments, 14
 Overtime, 14
 Parent and student complaints, 57
 Parent notification, 8
 Paychecks, 12
 Payroll
 automatic deposits, 14
 deductions, 14
 schedule, 12
 Performance evaluation, 9
 Personal leave, 19
 Personnel records, 52
 Pest control treatment, 49
 Police officer
 illness or injury, 29
 Political activities, 47
 Possession of firearms and weapons, 49
 Pregnant Workers Fairness Act, 8
[Prohibited Classroom Instruction](#), 55
[Prohibition on Diversity, Equity, and Inclusion](#), 55
 Psychotropic drugs, 58
 Public information, 43
 Purchasing procedures, 51

- Qualifying exigency, 25
- Reassignments, 6
- Religious observance, 28
- Resignations, 53
 - contract employees, 53
 - noncontract employees, 53
- Retaliation, 35
- Retirement
 - benefits, 17
 - employment after, 3
- Safety, 48
- Salaries, 12
- School
 - calendar, 2
 - closing, 51
- Scope and sequence, 38
- Searches, 5
- Security, 48
- Sexual harassment, 35
- Sick leave, 20
- Staff development, 10
- Standards of conduct, 31
- Student
 - attendance, 59
 - bullying, 59
 - complaints, 57
 - dietary supplements, 58
 - discipline, 58
 - equal educational opportunities, 56
 - harassment, 35
 - hazing, 63
 - medication, 57
 - records, 57
- Supplemental insurance, 16
- TEA reports, 37
- Teacher retirement, 17
- Technology resources, 39
- Temporary disability leave, 26
- Termination
 - discharge of convicted employees, 55
 - disimissal during the contract term, 54
 - exit interviews, 55, 56
 - noncontract employees, 54
 - nonrenewal, 54
 - reports to TEA, 37, 53
 - resignation, 53
- Text messaging, 41
- Tobacco
 - products, 45
 - use, 45
- Training
 - health and safety, 6
 - staff development, 10
- Transfers, 6
- Travel expenses, 15
- Truancy court appearances, 28
- Tutoring, 9
- Unemployment insurance, 17
- Vacancy announcements, 3
- Visitors, 49
- Wages, 12
- Weapons, 49
- Whistleblower Act, 38
- Work schedule, 7
- Workers' compensation benefits, 16, 27
- Workload, 7



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: July 20, 2026

Agenda Item: Minutes of Board Meeting (s)

Background Information:

Every month the office will submit to the Board of Trustees for approval a copy of last month's minutes for approval.

Administrative Consideration:

BE (LOCAL) – Board action shall be carefully recorded by the secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the President and the Secretary of the Board.

The official minutes shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.

Budgetary Consideration:

None

Supporting Documents:

BE (LOCAL) Board Meetings

Recommendation:

Approve minutes for the regular board meeting on June 15, 2026.

Respectfully Submitted by:

*Geri Woods
Superintendent's Secretary*

Approved by:

*Todd Grandjean
Superintendent of Schools*

Minutes of Regular Meeting

The Board of Trustees

Devine ISD

A Regular Meeting of the Board of Trustees of Devine ISD was held on Monday, June 15, 2026 beginning at 6:30 PM in the Administration Building, 605 W Hondo Ave., Devine, TX 78016

Board Members Present: Nancy Pepper (President), Carl Brown (Vice-President), Keri James (Secretary), Chris Davis, Candace Esparza, Britny Stricker, Alixana Buvinghausen.

Guests Present: Anton Reicher (The Devine News), Joslyn Wilson, Kandy Stein, Adrianna Segura, Ronda Shelton.

School Officials Present: Dr. Todd Grandjean (Superintendent), Michael Gomez (DHS Principal), Jenni Hagdorn (Special Ed Director), Shannon Ramirez (CFO), Geri Woods (Recording Secretary)

1. Call to Order, Roll Call and Declaration of Quorum

Nancy Pepper called this meeting of the Devine Independent School District Board of Trustees to order at 6:30 p.m. and stated for the record that a quorum of board members was present, that this meeting had been duly called, and that notice of this meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. She further stated that trustees Britny Stricker, Keri James, Candace Esparza, Carl Brown, Chris Davis, Ali Buvinghausen, and Nancy Pepper were present.

2. Pledge of Allegiance and Invocation led by Nancy Pepper.

3. Citizen Communication

- A. Public Comment for Non-Agenda Items. None.
- B. Public Address for Items on the Agenda. None.

4. Public Meeting to Discuss the 2026-2027 Budget and Proposed Tax Rate

Shannon Ramirez presented budget hearing.

- A. Public Comments. None.

5. Adopt Devine ISD 2026 - 2027 Budget

Chris Davis moved and seconded by Alixana Buvinghausen to adopt the 2026 - 2027 proposed General Fund Budget, Debt Service Budget, and Cafeteria Fund Budget without the staff pay increases and school vehicles as presented. This motion passed, 7-0. Those in favor: Brown, Buvinghausen, Davis, Esparza, James, Pepper, Stricker. Those opposed: 0

6. Adopt Devine ISD 2025 - 2026 Final Amended Budget

Candace Esparza moved and seconded by Carl Brown to adopt the 2025 - 2026 Final Amended Budget as presented. This motion passed, 7-0. Those in favor: Brown, Buvinghausen, Davis, Esparza, James, Pepper, Stricker. Those opposed: 0

7. Administrative Reports and Discussion

- A. Central Office Reports
 - 1. Superintendent's Monthly Reports on Board Priorities, 2023 Bond Projects Update, Monthly Activity Calendar, and District Event Calendar
 - 2. Director of HR/Info Mgmt Monthly Reports
- B. Monthly Business Office Reports and Payment of Bills

8. Consent Agenda

Carl Brown moved and seconded by Keri James to approve consent agenda as presented. This motion passed. 7-0. Those in favor: Brown, Buvinghausen, Davis, Esparza, James, Pepper, Stricker. Those opposed: 0

- A. Minutes of May 18, 2026 and June 1, 2026 Board Meetings.
- B. Approve Region 20 Commitments
- C. Approve Communities in Schools to Provide Mental Health Services
- D. Approve the Application for Optional Flexible School Day Program

9. Action Item (s)

- A. Carl Brown moved and seconded by Candace Esparza to approve state waiver for staff development as presented. This motion passed, 7-0. Those in favor: Brown, Buvinghausen, Davis, Esparza, James, Pepper, Stricker. Those opposed: 0
- B. Candace Esparza moved and seconded by Britny Stricker to Approve the Final Application Payment to Weaver & Jacobs in the amount of \$74,641.12 for the Softball Field Project pending completion of the bleachers as presented. This motion passed, 7-0. Those in favor: Brown, Buvinghausen, Davis, Esparza, James, Pepper, Stricker. Those opposed: 0
- C. Consider and Take Possible Action Regarding Board Policy FDA (Local) Admissions: Interdistrict Transfers and to set Transfer Student Tuition. No action taken.
- D. Alixana Buvinghausen moved and seconded by Carl Brown that the board add, revise, or delete (LOCAL) policies as offered by TASB Policy Service for consideration and according to the Instruction Sheet for TASB Localized Policy Manual Update 127. This motion passed, 7-0. Those in favor: Brown, Buvinghausen, Davis, Esparza, James, Pepper, Stricker. Those opposed: 0
- 1. (LEGAL) Policies
 - 2. (LOCAL) Policies (see list below)
- BJCF(LOCAL): SUPERINTENDENT - NONRENEWAL; CAA(LOCAL): FISCAL MANAGEMENT GOALS AND OBJECTIVES - FINANCIAL ETHICS; DC(LOCAL): EMPLOYMENT PRACTICES
- DCB(LOCAL): EMPLOYMENT PRACTICES - TERM CONTRACTS; DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT; DP(LOCAL): PERSONNEL POSITIONS; DPA(LOCAL): PERSONNEL POSITIONS - PRINCIPALS; DPB(LOCAL): PERSONNEL POSITIONS - OTHER PERSONNEL POSITIONS; EHBB(LOCAL): SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS; FFF(LOCAL): STUDENT WELFARE - STUDENT SAFETY
- E. Carl Brown moved and seconded by Keri James to Approve Revisions to CFB (Local) Accounting Inventories as presented. This motion passed, 7-0. Those in favor: Brown, Buvinghausen, Davis, Esparza, James, Pepper, Stricker. Those opposed: 0.
- F. Carl Brown moved and seconded by Alixana Buvinghausen to Approve the Assignment of a Second School Resource Officer (SRO) from the Devine Police Department as presented. This motion passed. 7-0. Those in favor: Brown, Buvinghausen, Davis, Esparza, James, Pepper, Stricker. Those opposed: 0.
- G. Candace Esparza moved and seconded by Carl Brown to approve the Revised Interlocal Agreement with the City of Devine for the Provision of School Resource Officer (SRO) as presented. This motion passed, 7-0. Those in favor: Brown, Buvinghausen, Davis, Esparza, James, Pepper, Stricker. Those opposed: 0.

10. Closed Session

Nancy Pepper stated for the record that the Board of Trustees, beginning at 7:43 p.m., will convene in a closed session in accordance with the Texas Open Meetings Act, for the purpose of discussing items listed under Texas Government Code Section 551.074. NO FINAL ACTION, DECISIONS, OR VOTES WILL BE TAKEN WHILE THE BOARD IS IN EXECUTIVE SESSION.

11. Reconvene from Closed Session

The board reconvened in open session at 8:22 p.m.

12. Adjournment

Candace moved and seconded by Chris Davis to adjourn. This motion passed, 7-0. Those in favor: Brown, Buvinghausen, Davis, Esparza, James, Pepper, Stricker. Those opposed: 0.

Meeting adjourned at 8:22 p.m.



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: July 20, 2026

Agenda Item: Property/Casualty/Liability and Workers' Compensation Insurances purchases in the amounts of \$317,114 and \$ 103,714 for a total of \$420,828.

Background Information:

The District currently has these insurance policies with TASB Risk Management. We have received our Inter-local agreement renewal. The total of all the insurance coverage is \$ 418,281 which is approximately \$ 23,643 more than last year in property coverage.

Administrative Consideration:

Board Policy CH (Local) – Purchasing Authority – Purchases that costs or aggregates to a cost of \$50,000 or more shall require Board approval before a transaction may take place.

Budgetary Consideration:

\$317,114 has been budgeted for Property/Casualty/Liability Insurance in the 2026-2027 Budget. Workers' Compensation is offset in payroll.

Supporting Documents:

Copy of the proposal.

Recommendation:

Approve the Property/Casualty/Liability and Workers' Compensation Insurances purchase in the amount of \$420,828 from TASB.

Respectfully Submitted by:

Approved by:

Shannon Ramirez
Director of Finance

Todd Grandjean
Superintendent of Schools



July 9, 2026

Shannon Ramirez

Devine ISD

Dear Shannon Ramirez,

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

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

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

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

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

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



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

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

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

CC:

Notification of Coverage Changes and Language Refinements Effective July 1, 2026

As part of the annual coverage review, the TASB Risk Management Fund (Fund) implemented the following coverage changes and language refinements ***for all renewals taking effect on or after July 1, 2026***. This document is a summary of changes and refinements only; please carefully review the full text of all Fund Coverage Agreements and any applicable Contribution and Coverage Summary (CCS).

Automobile Liability & Physical Damage Coverage Agreement

- Under Section 3.4, revised the language regarding a non-owned automobile being maintained or operated to include the term “use.”
- Under Section 3.5, expanded the definition of Covered Person to include the scenario of members loaning vehicles to other districts. This activity is allowed under Section 4, but this update provides additional clarity.
- Under Section 4, clarified the second sentence that grants liability coverage to non-owned autos
- Described in 3.4(B), which addresses leased, rented, and borrowed vehicles and (D), which addresses automobile career and technology programs.

School Liability Coverage Agreement

- Revised the Chapter 118 endorsement to state that losses under the endorsement do not erode the aggregate limit for other types of professional legal liability claims.
- Increased Chapter 118 limits to \$1,000,000 per claim and \$2,000,000 annual aggregate, with options to purchase higher limits, up to \$5,000,000, for additional contribution.
- Under the Chapter 118 Endorsement, revised the position of words for clarity.
- Renamed the Chapter 118 Endorsement to Chapter 118: Employment Practices – Student Abuse and Reporting Endorsement.

Property Coverage Agreement

- Removed the single-ply membrane sublimit and replaced it with actual cash value (ACV) valuation for single-ply membrane roofs that are over seven years old. The ACV limitation will not apply to Very Severe Hail-rated single-ply membrane roofs.
- Reduced the deductible for motor-driven equipment from the all-other-perils (AOP) deductible to \$2,500.
- Added language to the Flood Endorsement to describe how coverage applies when covered buildings are sited in Locations with more than one flood zone.
- Removed the application of the percentage deductible to covered property under \$100,000, making this property subject to the Occurrence Minimum Deductible only.
- Under Section 7, increased the base supplemental coverage limit for Extra Expense & Loss in Revenue to \$1,000,000 from \$500,000.
- Increased the base sublimit for the Flood and Earthquake Endorsements to \$5,000,000 from \$2,000,000.
- Establish a maximum Weather Perils Deductible for freeze losses. The maximum deductible would be \$1,000,000 or less depending on member size.
- Under Section 5, add language to indicate that all limitations to damage payments apply to aesthetic impairment payments as well, and that acceptance of an aesthetic impairment payment must be no later than 90 days from the determination that the loss to covered property resulted from aesthetic impairment.

- Under Section 3.4, update the definition of occurrence to improve clarity and incorporate a recommendation from the Fund's property reinsurance panel.
- Under Section 4, clarify that an increased degree of damage later discovered does not alter a previous election for payments for repairs or for ACV for the *same* property. Repair or ACV elections for unrelated damage, such as to a separate building, are not affected.

Cyber Liability & Security Coverage Agreement

- No changes.

Violent Act Coverage

- No changes.

Devine ISD

Contribution & Coverage Summary (CCS) Participation Period: 9/1/2026 through 8/31/2027

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

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

Coverage	Contribution
Property	\$274,682
Automobile Liability	\$15,825
Automobile Physical Damage	\$9,705
School Liability Including Professional Legal, General Liability, Employee Benefits Liability, & Chapter 118: Employment Practices - Student Abuse and Reporting Endorsement	\$11,402
Cyber Liability & Security	\$5,500
Violent Act	No Cost
Workers' Comp Fully Funded	\$103,714
Total Contribution	\$420,828

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

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

Devine ISD

Property Coverage Summary Participation Period: 9/1/2026 through 8/31/2027 Total Property Contribution: \$274,682

The following is an overview of the limits and deductibles for risk of Direct Physical Loss to Covered Property. Additional coverages, limits, exclusions, and terms are included in the Fund's Coverage Agreement for this Participation Period. All limits are per Occurrence unless otherwise shown.

Total Covered Value: \$109,402,000

Blanket Replacement Cost

Coverage	Limit	Deductible
All Perils except Weather Perils	\$109,402,000	\$25,000
Weather Perils except Named/Numbered Windstorm	\$109,402,000	2% Minimum \$25,000 Freeze \$25,000
Extra Expense & Loss in Revenue	\$1,000,000	Included
Named/Numbered Windstorm Endorsement	\$25,000,000	2% Minimum \$25,000
Terrorism Endorsement	\$109,402,000	\$25,000
Crime & Employee Dishonesty Endorsement	\$100,000	\$5,000
Flood Endorsement (Annual Aggregate Limit)	\$5,000,000	\$50,000
Earthquake Endorsement (Annual Aggregate Limit)	\$5,000,000	\$50,000
Equipment Breakdown Coverage	\$100,000,000	\$25,000

Other Coverage Limits & Deductibles	Limit per Occurrence	Deductible
Aesthetic Impairment (metal roofs only)	50% cost to repair/replace, maximum \$1,000,000	Peril Deductible
Animals (livestock only)	\$25,000	Peril Deductible
Art, statues, or antiques	\$100,000	Peril Deductible
Code compliance	Up to 10% of the Loss amount, maximum \$1,000,000	Peril Deductible
Debris removal	Up to 25% of the Loss amount	Peril Deductible
Electronic data replacement	\$50,000	Peril Deductible
Food spoilage	\$100,000	Peril Deductible
Landscaping	Up to \$1,000 per tree, shrub, or landscaping plant, maximum \$25,000	Peril Deductible
HVAC units	Actual Cash Value	Peril Deductible
Motor-driven Equipment Coverage Deductible	Coverage Limit	\$2,500 per piece of equipment
New construction or renovation by employees	\$1,000,000	Peril Deductible
Pollutant clean-up	\$100,000	Peril Deductible
Single-ply roof upgrade	Up to 125% cost to repair/replace, maximum \$250,000	Peril Deductible
Temporary repairs	Up to 10% of Building Damage	Peril Deductible
Vital documents and records	\$50,000	Peril Deductible

Property Coverage Provisions

Weather Perils: Weather Perils is an Occurrence of wind, hail, convective storm, or freeze. The Weather Perils Limit and Deductible shown on this CCS will apply to Loss (including ensuing Loss) by a Weather Peril. Weather Perils does not include Named/Numbered Windstorm.

Named/Numbered Windstorm: Named/Numbered Windstorm (NWS) is an Occurrence of hurricane, typhoon, tropical cyclone, tropical storm, or tropical depression (but not other convective storms) that is designated by name or number by the National Weather Bureau, National Hurricane Center, or any recognized meteorological authority, including any related wind-driven rain, flood, tidal water or wave, storm surge, wave wash, surface water, overflow of bodies of water, or spray from any of these conditions. The NWS Limit and Deductible indicated on this CCS will apply to Loss (including ensuing Loss) by an NWS.

However, any flood-related Loss (including ensuing Loss) during an NWS Occurrence will be considered a separate Flood Occurrence with a Flood Limit as indicated on this CCS. For all other NWS Loss (including ensuing Loss) during this combined perils event, the NWS Limit indicated on this CCS will apply. Only the higher deductible of the two perils will apply during this combined perils event.

Percent Deductible/Occurrence Minimum Deductible: General. When Covered Property sustains a Loss caused by a Weather Peril or NWS, the Fund Member's deductible will be a Percent-based Deductible or an Occurrence-based Minimum Deductible. For Covered Property of \$100,000 or over, the higher deductible applies. For Covered Property under \$100,000, the Occurrence Minimum Deductible applies only.

Deductible calculation. The Percent Deductible amount will be calculated based on the designated percent, as shown on the CCS, applied to the Total Covered Value of a Loss-affected Covered Property (including Personal Property contents) in the Statement of Values schedule, which is considered a part of this CCS. This designated percent is reflected on the schedule as the deductible dollar amount listed under a Loss-affected Covered Property's deductible column.

Covered Property that does not appear on the Statement of Values schedule and sustains a Loss will be subject to the applicable deductible based on its Total Covered Value at the time of the Loss.

Multiple-Covered Property Loss. In the case of multiple \$100,000 or over Loss-affected Covered Properties, the member will incur a Percent Deductible for each property, calculated the same as one Loss-affected Covered Property only. These Percent Deductible amounts will be added to determine the Total Percent Deductible amount for comparison with the Occurrence Minimum Deductible amount. (However, for payment purposes, the Total Percent Deductible calculation below will not affect the Percent Deductible application to each Covered Property.)

To determine whether the Total Percent Deductible amount or the Occurrence Minimum Deductible amount applies when multiple Covered Properties are Loss-affected, only the actual Loss amount within each property's Percent Deductible amount will apply toward the summed Total Percent Deductible amount, which is then compared with the Occurrence Minimum Deductible amount; the higher deductible applies.

Payment obligation. For Covered Property \$100,000 or over, if the Fund has any payment obligation above the Occurrence Minimum Deductible, this payment will be based on the Loss amount for each Covered Property exceeding that property's scheduled or determined Percent Deductible amount.

For Covered Property under \$100,000, if the Fund has any payment obligation, this payment will be based on the Loss amount exceeding the Occurrence Minimum Deductible.

Occurrence Minimum Deductible—General. Regardless of the Total Percent Deductible, the amount of Loss sustained, the number of Loss-affected Covered Properties in an Occurrence, or any other factor, in no event will the member's Percent Deductible obligation (Total or individual) be less than the Occurrence-based Minimum Deductible listed on the CCS.

Location: A Location is a single street address that is the site of the Covered Property. Locations may have multiple Covered Properties, including structures.

Flood Zone Exclusions: The Fund Member's Covered Property (as defined in the Coverage Agreement) is excluded from coverage under the Flood Endorsement of the Coverage Agreement if more than 15% of the Location subject to loss is located in any Special Flood Hazard Areas (SFHA) beginning with 'A' or 'V' as identified on the most recently published pre-Loss FEMA Flood Insurance Rate Map (FIRM).

Other Limits: If more than one Per Occurrence Limit may be applicable, the Fund will determine which limit or limits will apply.

Statement of Values: The Statement of Values schedule will be provided to the Fund Member before the beginning of the Participation Period and is considered incorporated into the Agreements between the Fund and the member. The Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Member's property periodically and agrees to accept values provided by the Fund. The Fund reserves the right to adjust the Fund Member's contribution for newly-constructed Buildings or Other Structures that are Covered Property and accepted within the Participation Period based on the certificate of occupancy date. The Fund reserves the right to adjust the Fund Member's contribution for newly-acquired Buildings or Other Structures that are Covered Property and acquired within the Participation Period based on the acquisition date.

Salvage: The Fund will have the right, at its discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

Single Ply Membrane: 'Single Ply Membrane' is a synthetic roofing material that includes EPDM, TPO, and PVC membranes.

Fund Member Mitigation: As indicated in the Property Coverage Agreement, including Sections 9.29 and 12.5, the Fund Member must preserve Covered Property before and after Loss, or the Fund may exclude coverage.

Fund Member Notice: As indicated in the Property Coverage Agreement, including Section 13.1, time is of the essence for the Fund Member to give notice of a claim for all Loss. Coverage is only available if the Fund Member reports all Loss within 365 days of an Occurrence.

Limit Elimination: The Fund may reduce all Property limits to zero and cease all payments (promised or otherwise) to the member for any claim under this CCS if the Fund's applicable property reinsurance coverage exhausts during the Participation Period through any property claim payment to any Fund Member.

Devine ISD

Automobile Coverage Summary Participation Period: 9/1/2026 through 8/31/2027 Total Automobile Contribution: \$25,530

The following is an overview of the limits and deductibles for risks associated with the ownership, maintenance, or use of Covered Automobiles. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Limit	Deductible
Automobile Liability – Split Limits Bodily Injury Per Person/Bodily Injury Per Occurrence/Property Damage Per Occurrence	\$100K / \$300K / \$100K	\$1,000
Automobile Physical Damage - Collision	Actual Cash Value	\$1,000
Automobile Physical Damage - Comprehensive	Actual Cash Value	\$1,000
Automobile Physical Damage - Catastrophic See Auto Liability & Physical Damage Coverage Agreement Part C 12.3	Actual Cash Value	\$25,000
Supplemental Coverage – Private Passenger Rental Expense (Theft only) See Auto Liability & Physical Damage Coverage Agreement Part C 9.3	\$50 per day up to \$1,500 total	Included
Non-Owned Auto	Automobile Liability Limit	Automobile Liability Deductible

Automobile Coverage Provisions

Statement of Values: The Fund Member has provided the Fund with the most complete and accurate listing of vehicles owned and leased by the Fund Member and will make this listing current throughout the Participation Period. The Fund Member agrees to allow the Fund to conduct vehicle appraisals of the Fund Members' fleet periodically and agrees to accept values provided by the Fund, if any.

Salvage: The Fund will have the right, at its discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

Excluded Vehicles: Vehicles specifically listed on this CCS are excluded from all Automobile coverage as noted under 'Exclusion.'

Devine ISD

School Liability Coverage Summary Participation Period: 9/1/2026 through 8/31/2027 Total School Liability Contribution: \$11,402

The following is an overview of the limits and deductibles for legal, general, and other liability risks. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Limit	Deductible
Professional Legal Liability	\$1,000,000 Limit Per Claim \$1,000,000 Maximum Annual Aggregate	\$10,000
General Liability	\$1,000,000	\$0
Employee Benefits Liability	\$100,000	\$0
Chapter 118: Employment Practices – Student Abuse and Reporting Endorsement	\$1,000,000 Limit Per Claim \$2,000,000 Maximum Annual Aggregate	\$10,000

School Liability Coverage Provisions

Known Prior Wrongful Acts: As indicated in the School Liability Coverage Agreement, including Section 4.1, the Fund Member agrees that all known prior Wrongful Act (including previously reported acts) that may result in a legal claim against the Fund Member have been fully disclosed to prior carriers, including the Fund, and no coverage will apply to these acts under this CCS. However, this CCS does not void coverage afforded to the Fund Member under any previous CCS.

Fund-requested Settlement Contributions: As indicated in the School Liability Coverage Agreement, including Section 4.6, the Fund may request a monetary or non-pecuniary contribution from the Fund Member to address the portion of a Claim that is not covered by the Coverage Agreement so that the Fund can settle the Claim in its entirety. Any refusal by the Fund Member to contribute to the settlement as requested by the Fund will result in the Fund Member being responsible for further defense costs and indemnity payments other than what the Fund would have paid.

Chapter 118: Employment Practices – Student Abuse and Reporting Endorsement Coverage: As indicated in the School Liability Coverage Agreement Chapter 118: Employment Practices – Student Abuse and Reporting Endorsement, the Fund will provide limited coverage for K-12 school districts for Claims arising from allegations under Chapter 118 of the Texas Civil Practice and Remedies Code. This endorsement excludes coverage under the General Liability Coverage and provides claims-made coverage under the Professional Legal Liability Coverage. The coverage for state court Chapter 118 Claims only (those Claims that are filed and adjudicated in, or remanded to, the state courts of Texas) will have Claim Expense within the CCS-indicated per Claim and annual aggregate limits of liability.

Non-Chapter 118 Professional Legal Liability Claims: The aggregate limit for non-Chapter 118 Professional Legal Liability Claims will not decrease due to any Damages or Claim Expense arising from Chapter 118 Claims.

Devine ISD

Cyber Liability & Security Coverage Summary **Participation Period: 9/1/2026 through 8/31/2027** **Total Cyber Liability & Security Contribution: \$5,500**

The following is an overview of the limits and deductibles for cyber liability & security risks. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Aggregate Limit Per Event	Deductible
Cyber Liability & Security	\$500,000	\$0

Coverage Lines and Sub-lines Subject to Sub-limits	Sub-limit Subject to the Aggregate Limit Per Event	Deductible
Fraudulent Instruction	\$100,000	\$0
Funds Transfer Fraud	\$250,000	\$0
Telephone Fraud	\$250,000	\$0
Criminal Reward	\$100,000	\$0
Cryptojacking	\$250,000	\$0
Invoice Manipulation	\$100,000	\$0

Cyber Liability & Security Coverage Provisions

No Known Losses: Fund Member certifies that all known or reported events occurring prior to the effective date of this coverage, as applicable, which it is reasonably believed may result in a claim under this coverage have been fully disclosed or reported.

Devine ISD

Workers' Compensation – Fully Funded

Participation Period: 9/1/2026 through 8/31/2027

Total Workers' Compensation – Fully Funded Contribution: \$103,714

The following is a summary of estimated payrolls and contribution for Workers' Compensation coverage. The amounts shown are subject to audit at the end of the Participation Period.

Classification	Estimated Payroll	Net Annual Rate	Estimated Contribution
7380 - BUS DRIVERS	\$244,184	0.02113570	\$5,161
7720 - POLICE OFFICER	\$0	0.02510200	\$0
8810 - CLERICAL OFFICE EMPLOYEES	\$2,142,711	0.00237876	\$5,097
8868 - PROFESSIONAL/ADMINISTRATON	\$10,759,687	0.00488806	\$52,594
9101 - ALL OTHERS	\$1,154,035	0.03540794	\$40,862
Total	\$14,300,617		\$103,714

Estimated Contribution	\$103,714
-------------------------------	------------------

Workers' Compensation – Fully Funded Provisions

Benefit Limits: Workers' Compensation benefits paid to Fund Member's employees under this CCS will be as defined in the Texas Workers' Compensation Act (the Act). The Fund is responsible for claims payments as reflected in this CCS. This CCS does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of the Fund Member for the payment of statutory workers' compensation benefits.

Cooperation: The Fund Member designates the TASB Risk Management Fund as the Workers' Compensation claim administrator of record for all purposes. Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

Claims Reporting: For Workers' Compensation claims arising during the Participation Period, the Fund Member agrees to report those claims timely and solely to the Fund. The report of Workers' Compensation claims to any other entity will waive all Fund liability under this CCS for those claims, regardless of reporting sequence. Any fines levied against the Fund for the Fund Member's failure to comply with the rules and regulations of the Act will be the Fund Member's sole responsibility.

Seasonal Benefits Adjustments: The Fund adjusts weekly workers' compensation Temporary Income Benefits (TIBS) to zero during specific holiday periods. Benefit adjustments are always made during the summer, Thanksgiving, spring, and winter breaks. Other extended holiday periods may also trigger benefit adjustments.

Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. After the proposal is bound by the Fund, an email will be sent to the Program Coordinators listed below with instructions for confirming or updating Fund Member contact information. If the Coordinator listed has changed or the Coordinator's name and email address are not listed, please follow the instructions in the email.

Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF - Property	Shannon Ramirez	Chief Financial Officer	shannon.ramirez@devineisd.org
TASB RMF-Auto	Shannon Ramirez	Chief Financial Officer	shannon.ramirez@devineisd.org
TASB RMF-Liability	Shannon Ramirez	Chief Financial Officer	shannon.ramirez@devineisd.org
TASB RMF-Unemployment Compensation	Shannon Ramirez	Chief Financial Officer	shannon.ramirez@devineisd.org
TASB RMF-Workers' Compensation	Shannon Ramirez	Chief Financial Officer	shannon.ramirez@devineisd.org



Contribution & Coverage Summary General Provisions

Coverage: This CCS, the Fund's corresponding coverage agreements and their endorsements, the Fund Member's questionnaire, the Interlocal Participation Agreement (IPA), and the documents incorporated by reference into any of those documents, all for this Participation Period, outline the coverage terms and limits.

Claims Reporting: The Fund Member will provide timely notice of all claims to the Fund as required in the IPA, the applicable Fund coverage agreement, and this CCS. The lack of timely notice may result in a loss of coverage.

Definitions: Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund will determine the contribution for each program and how each contribution is applied.

Termination: In addition to any CCS-specific provisions, the IPA outlines the termination-related provisions that govern this CCS. These provisions include the following: this CCS may be terminated by either party, with termination effective at the end of the Participation Period, by giving written notice to the other party no later than 30 days before the end of the Participation Period. If the Fund Member ceases to be an Active or Associate member of the Texas Association of School Boards, Inc., this CCS will terminate at the end of the Participation Period, and the Fund will not offer a renewal CCS. If neither party terminates this CCS, any renewal CCS offered by the Fund becomes effective based on the terms of the renewal CCS and will bind the Fund Member.

Fund Member Authorization:

I have read, approved, and agreed to this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and understand that my signature below contractually binds the entity I represent to this CCS and any other coverage-related or Fund participation agreements.

Authorized Signature

Date

Printed Name

Title



Proof of Auto Liability Coverage

THIS GOVERNMENT VEHICLE IS EXEMPT FROM THE MOTOR VEHICLE SAFETY RESPONSIBILITY ACT. Liability coverage in effect meets the minimum limits required by Texas law.

Member: **Devine ISD**

Contract Number: **P163901-2026-001**

Contract Period: **9/1/2026** through **8/31/2027**

If you have an accident, please notify the TASB Risk Management Fund at 800.482.7276.

Coverage is applicable to all vehicles owned by the above-named entity. Coverage remains in effect only if contribution has been paid.

WHAT TO DO IF YOU HAVE AN ACCIDENT

(Keep this Card in Vehicle at all times)

- Move vehicle to the side of the road if drivable.
- Call 911 immediately. Have driver's license and this card ready to give to police.
- Help the injured by making them comfortable and providing emergency first aid. Call for medical help and provide requested information.
- Report the accident to your supervisor as soon as possible. If you have been injured, notify your supervisor.
- Do not discuss blame or fault. Discuss accident only with the police.
- Collect names, insurance, and other driver's license number. If there are witnesses, collect their names and contact information and give the information to the police and your supervisor.
- Do not sign any documents except as requested by law enforcement.

97



Proof of Auto Liability Coverage

THIS GOVERNMENT VEHICLE IS EXEMPT FROM THE MOTOR VEHICLE SAFETY RESPONSIBILITY ACT. Liability coverage in effect meets the minimum limits required by Texas law.

Member: **Devine ISD**

Contract Number: **P163901-2026-001**

Contract Period: **9/1/2026** through **8/31/2027**

If you have an accident, please notify the TASB Risk Management Fund at 800.482.7276.

Coverage is applicable to all vehicles owned by the above-named entity. Coverage remains in effect only if contribution has been paid.

WHAT TO DO IF YOU HAVE AN ACCIDENT

(Keep this Card in Vehicle at all times)

- Move vehicle to the side of the road if drivable.
- Call 911 immediately. Have driver's license and this card ready to give to police.
- Help the injured by making them comfortable and providing emergency first aid. Call for medical help and provide requested information.
- Report the accident to your supervisor as soon as possible. If you have been injured, notify your supervisor.
- Do not discuss blame or fault. Discuss accident only with the police.
- Collect names, insurance, and other driver's license number. If there are witnesses, collect their names and contact information and give the information to the police and your supervisor.
- Do not sign any documents except as requested by law enforcement.

Devine ISD
Statement of Values
As of date: 7/9/2026
Participation Period: 9/1/2026 through 8/31/2027

Covered Property valued under \$100,000 is not shown and is subject to the Minimum Weather Peril Deductible.

Campus Name – Site Address	Building ID	Building Name	Total Covered Value	Weather Percent Deductible
DEVINE ELEMENTARY SCHOOL, 112 BENTSON DRIVE, DEVINE, TX, 78016	6490	CLASSROOM BUILDING #1	\$1,516,000	\$30,320
DEVINE ELEMENTARY SCHOOL, 112 BENTSON DRIVE, DEVINE, TX, 78016	6491	CLASSROOM BUILDING #2	\$2,606,000	\$52,120
DEVINE ELEMENTARY SCHOOL, 112 BENTSON DRIVE, DEVINE, TX, 78016	6489	DEVINE ELEMENTARY BUILDING	\$5,571,000	\$111,420
DEVINE ELEMENTARY SCHOOL, 112 Bentson Drive, Devine, TX, 78016	34236	ELEMENTARY OFFICE ADDITION	\$2,200,000	\$44,000
DEVINE ELEMENTARY SCHOOL, 112 BENTSON DRIVE, DEVINE, TX, 78016	31118	HEADSTART PORTABLE BUILDING	\$1,474,000	\$29,480
DEVINE ELEMENTARY SCHOOL, 112 BENTSON DRIVE, DEVINE, TX, 78016	6492	PORTABLE CLASSROOM #1	\$360,000	\$7,200
DEVINE ELEMENTARY SCHOOL, 112 BENTSON DRIVE, DEVINE, TX, 78016	6493	PORTABLE CLASSROOM #2	\$306,000	\$6,120
DEVINE ELEMENTARY SCHOOL, 112 BENTSON DRIVE, DEVINE, TX, 78016	6496	PORTABLE CLASSROOM 48-49	\$302,000	\$6,040
DEVINE ELEMENTARY SCHOOL, 112 BENTSON DRIVE, DEVINE, TX, 78016	6497	PORTABLE CLASSROOM 50	\$144,000	\$2,880
DEVINE HIGH SCHOOL, 1225 WEST HONDO AVENUE, DEVINE, TX, 78016	6460	DEVINE HIGH SCHOOL BUILDING	\$24,306,000	\$486,120
DEVINE HIGH SCHOOL, 1225 WEST HONDO AVENUE, DEVINE, TX, 78016	6472	DEVINE STUDENT ACTIVITY CENTER	\$10,555,000	\$211,100
DEVINE HIGH SCHOOL, 1225 WEST HONDO AVENUE, DEVINE, TX, 78016	6463	FIELD HOUSE	\$1,887,000	\$37,740
DEVINE HIGH SCHOOL, 1225 WEST HONDO AVENUE, DEVINE, TX, 78016	6461	MOSS VOCATIONAL BUILDING	\$5,871,000	\$117,420

DEVINE HIGH SCHOOL, 1225 WEST HONDO AVENUE, DEVINE, TX, 78016	6462	SPECIAL EDUCATION BUILDING	\$460,000	\$9,200
DEVINE HIGH SCHOOL, 1225 WEST HONDO AVENUE, DEVINE, TX, 78016	6466	WORKOUT FACILITY	\$1,492,000	\$29,840
DEVINE INTERMEDIATE SCHOOL, 900 ATKINS STREET, DEVINE, TX, 78016	6482	CAFETERIA BUILDING	\$3,606,000	\$72,120
DEVINE INTERMEDIATE SCHOOL, 900 ATKINS STREET, DEVINE, TX, 78016	6481	DEVINE INTERMEDIATE BUILDING	\$6,983,000	\$139,660
DEVINE INTERMEDIATE SCHOOL, 900 ATKINS STREET, DEVINE, TX, 78016	6483	INTERMEDIATE CLASSROOM B	\$1,612,000	\$32,240
DEVINE INTERMEDIATE SCHOOL, 900 ATKINS STREET, DEVINE, TX, 78016	6485	LIBRARY BUILDING	\$825,000	\$16,500
DEVINE INTERMEDIATE SCHOOL, 900 ATKINS STREET, DEVINE, TX, 78016	6487	MUSIC/ART PORTABLE CLASSROOM	\$277,000	\$5,540
DEVINE INTERMEDIATE SCHOOL, 900 ATKINS STREET, DEVINE, TX, 78016	6488	PORTABLE CLASSROOM	\$277,000	\$5,540
DEVINE INTERMEDIATE SCHOOL, 900 ATKINS STREET, DEVINE, TX, 78016	6484	SCIENCE LABORATORY BUILDING	\$715,000	\$14,300
DEVINE INTERMEDIATE SCHOOL, 900 ATKINS STREET, DEVINE, TX, 78016	6486	THIRD GRADE BUILDING	\$2,686,000	\$53,720
DEVINE MIDDLE SCHOOL, 400 CARDINAL DRIVE, DEVINE, TX, 78016	6475	BAND HALL	\$1,479,000	\$29,580
DEVINE MIDDLE SCHOOL, 400 CARDINAL DRIVE, DEVINE, TX, 78016	6473	DEVINE MIDDLE SCHOOL BUILDING	\$16,090,000	\$321,800
DEVINE MIDDLE SCHOOL, 400 CARDINAL DRIVE, DEVINE, TX, 78016	6478	PORTABLE CLASSROOM #1	\$267,000	\$5,340
DEVINE MIDDLE SCHOOL, 400 CARDINAL DRIVE, DEVINE, TX, 78016	6479	PORTABLE CLASSROOM #2	\$267,000	\$5,340
DEVINE MIDDLE SCHOOL, 400 CARDINAL DRIVE, DEVINE, TX, 78016	6480	PORTABLE CLASSROOM #3	\$267,000	\$5,340
DEVINE MIDDLE SCHOOL, 400 CARDINAL DRIVE, DEVINE, TX, 78016	6474	VOCATIONAL BUILDING	\$531,000	\$10,620
DISTRICT ADMINISTRATION, 205 WEST COLLEGE AVENUE, DEVINE, TX, 78016	6455	ADMINISTRATION OFFICES	\$973,000	\$19,460
DISTRICT ADMINISTRATION, 205 WEST COLLEGE AVENUE, DEVINE, TX, 78016	163901-13050-1H	DAEP PORTABLE BUILDING	\$1,374,000	\$27,480

DISTRICT ADMINISTRATION, 205 WEST COLLEGE AVENUE, DEVINE, TX, 78016	6456	STORAGE BUILDING	\$160,000	\$3,200
DISTRICT ADMINISTRATION, 205 WEST COLLEGE AVENUE, DEVINE, TX, 78016	6457	STORAGE GARAGE	\$161,000	\$3,220
DISTRICT ADMINISTRATION COMPLEX, 605 WEST HONDO AVENUE, DEVINE, TX, 78016	6518	ADMINISTRATION BUILDING	\$1,082,000	\$21,640
PARENT'S PLACE, 112 CHURCH DRIVE, DEVINE, TX, 78016	163901-14672-9A	PARENT'S PLACE/STORAGE BUILDING	\$829,000	\$16,580
SPORTS COMPLEX, 1100 WARHORSE DRIVE, DEVINE, TX, 78016	6502	FIELD HOUSE	\$496,000	\$9,920
SPORTS COMPLEX, 1100 WARHORSE DRIVE, DEVINE, TX, 78016	6506	FOOTBALL HOME CONCESSIONS	\$148,000	\$2,960
SPORTS COMPLEX, 1100 WARHORSE DRIVE, DEVINE, TX, 78016	6508	FOOTBALL PRESS BOX	\$681,000	\$13,620
SPORTS COMPLEX, 1100 WARHORSE DRIVE, DEVINE, TX, 78016	6515	NORTH CONCESSIONS BUILDING	\$401,000	\$8,020
SPORTS COMPLEX, 1100 WARHORSE DRIVE, DEVINE, TX, 78016	6503	SOUTH CONCESSIONS/RE STROOMS	\$296,000	\$5,920
SPORTS COMPLEX, 1100 WARHORSE DRIVE, DEVINE, TX, 78016	163901-13055-6N	VISITOR'S PRESS BOX	\$433,000	\$8,660
TRANSPORTATION COMPLEX, 801 NORTH TEEL DRIVE, DEVINE, TX, 78016	6516	TRANSPORTATION BUILDING	\$1,043,000	\$20,860
TRANSPORTATION COMPLEX, 801 NORTH TEEL DRIVE, DEVINE, TX, 78016	6517	TRANSPORTATION STORAGE BUILDING	\$518,000	\$10,360



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: July 20, 2026

Agenda Item: Atascosa County Alternative Education Program MOU

Background Information:

Devine ISD is a member of the Atascosa County Alternative Education Program along with Charlotte ISD, Jourdanton ISD, Lytle ISD, Pleasanton ISD, Poteet ISD, Somerset ISD, McMullan County ISD, Pearsall ISD, Dilley ISD, George West ISD, Natalia ISD, Sabinal ISD, and Cotulla ISD. The executive committee is made up of one representative from each member district, a representative of Atascosa Co AEP, one representative of Atascosa Co, one representative of Atascosa County Juvenile Board and the Chief Juvenile Probation Office. The executive committee advises and assists the ACJB.

This MOU is renewed every 2 years.

Administrative Consideration:

Students shall be placed in the AEP when the student is expelled from school pursuant to the provisions of the Texas Education Code 37.007 and the relevant Student Code of Conduct, and a) the student is found to have engaged in delinquent conduct under Title 3 of the Texas Juvenile Justice Code; or b) the juvenile court orders such placement and such order is properly within the court's discretion pursuant to the Texas Juvenile Justice Code.

Budgetary Consideration:

The base rate is \$75 per day per student in attendance for 2025-2026 and 2026-2027 school years. There is an additional cost for any special services

Devine ISD also participates in the Special Education Unit. The purpose of this agreement is to employ a special education teacher. The costs are split equally among participating districts.

Supporting Documents:

Copy of MOU

Recommendation:

Recommend the approval of the Atascosa County Alternative Education Program MOU.

Respectfully Submitted by:


Todd Grandjean
Superintendent of Schools

The Larry Brown School
1508 Campbell St. Jourdanton, TX 78026
Phone (830) 769-2925 Fax (830) 769-2994

Jeff Thornton
School Administrator

ATASCOSA COUNTY ALTERNATIVE EDUCATION PROGRAM

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is an interlocal agreement entered to be effective the 11th day of August 2025 – June 2027, between Atascosa County, Atascosa County Juvenile Board (ACJB) and the following entities: Charlotte Independent School District, Jourdanton Independent School District, Lytle Independent School District, Pleasanton Independent School District, Poteet Independent School District, Somerset Independent School District, McMullen County Independent School District, Pearsall Independent School District, Natalia Independent School District, Devine Independent School District, Dilley Independent School District, and George West Independent School District, Sabinal Independent School District, and Cotulla Independent School District (ISDs).

102

The purpose of the Atascosa County Alternative Education School is to provide students with an opportunity to continue their studies, to develop self-discipline, to improve life skills, and to prepare for re-entry into the regular school system. For those students who cannot return to regular school, efforts shall be made to teach basic academic skills, to encourage vocational study, to develop self-discipline, and to prepare for the Graduate Equivalency Diploma. Efforts will be made by the Alternative Education School to work closely with each school district to follow class schedules and class assignments.

NOW THEREFORE, BY THIS AGREEMENT IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTICIPANTS AS FOLLOWS AND SHALL REMAIN IN EFFECT UNTIL REVISED, AMENDED OR REVOKED:

STUDENT CODE OF CONDUCT

- 1.1 The Board of Trustees of an Independent School District shall adopt a Student Code of Conduct for the District. The Student Code of Conduct must outline conditions under which a student may be expelled from school as required by the Texas Education Code §37.001. A copy of each ISD's Student Code of Conduct is attached hereto as "Attachment A".

- 1.2 The Board of Trustees may amend the provision of its respective Student Code of Conduct establishing standards for student conduct. Copies of any amendments to an ISD's Student Code of Conduct that affects the operation or other material aspects of the Atascosa County Alternative Education Program will be furnished by the respective ISD to the Atascosa County Juvenile Board.

GOVERNANCE OF JJAEP OR DAEP

- 2.1 Composition of Governing Body. The Juvenile Justice Alternative Education Program (JJAEP) or Disciplinary Alternative Education Program (DAEP) shall operate as a function of the Atascosa County Juvenile Board, separate and apart from the other Participants to this Agreement. It shall not be an independent political subdivision, nor shall it operate under the direction or control of any party to this Agreement other than the ACJB.
- 2.2 Executive Committee. Upon the effective date of this Agreement, there shall be created an eleven (11) member Executive Committee, consisting of one (1) representative of each ISD, one (1) representative of the Atascosa County JJAEP or DAEP, one (1) representative of Atascosa County, one (1) representative of the Atascosa County Juvenile Board and the Chief Juvenile Probation Office. The Executive Committee exists solely to advise and assist the ACJB.
- 2.3 Meetings. The Executive Committee shall hold regular meetings at such time and in such place or places as shall be determined by the Executive Committee. If the Executive Committee does not designate the place meeting, the meeting shall be held at the Atascosa County Juvenile Probation Department Courtroom, 1511 Zanderson Ave., Jourdanton, Texas 78026.
- 2.4 Notice of Meetings. Written notice of the regular meetings of the Executive Committee shall be mailed or delivered to each member not less than five (5) days prior to the date thereof. Written notice of any special meeting of the members shall be given to each member not less than 24 hours and as soon as reasonably possible prior to the date thereof. The notice shall state the place, date, and time of the meeting who called the meeting, and the general purpose or purposes for which the meeting is called.
- 2.5 Duties. The activities of the Executive Committee shall include, but not be limited to the following:
- a. To develop and recommend proposed written operating policies to the ACJB for approval by the Texas Juvenile Justice Department pursuant to the Texas Education Code §37.011(g), to review the operations, policies, and procedures of the JJAEP or DAEP and to

103

make advisory recommendations to the ACJB regarding such operations, policies, and procedures including suggested changes or amendments thereto;

- b. To assist in an advisory capacity in the development of the annual operating budget for the administrative expenses incurred by Atascosa County Educational Program, subject to approval of the ACJB;
- c. To participate in an advisory capacity in the development of the annual operating budget for the JJAEP or DAEP; to recommend the initial criteria for, and thereafter monitor the ISD's billing and payment schedule for the JJAEP or DAEP;
- d. To facilitate coordination with the Participants to this Agreement on matters relating to the supervision, educational and rehabilitative services available for expelled students and students assigned to the JJAEP or DAEP and the subsequent transition back into the school setting;
- e. To assist the ACJB in developing job descriptions, screening applicants, and making personnel and staffing recommendations for the JJAEP or DAEP.

104

STUDENT ELIGIBILITY FOR PLACEMENT IN JJAEP OR DAEP

- 3.1 Expelled students, grades fifth through twelfth or age ten (10) through seventeen (17) shall be required to attend the JJAEP or DAEP. Students who are currently on probation will be eligible for attendance. Students who are not on probation may be considered for enrollment.
- 3.2 Students shall be placed in the JJAEP or DAEP when the student is expelled from school pursuant to the provisions of the Texas Education Code §37.007 and the relevant Student Code of Conduct, and a) the student is found to have engaged in delinquent conduct under Title 3 of the Texas Juvenile Justice Code; or b) the juvenile court orders such placement and such order is properly within the court's discretion pursuant to the Texas Juvenile Justice Code.
- 3.3
 - a. Students shall be placed in the JJAEP or DAEP when the student is expelled from school pursuant to the provisions of the Texas Education Code §37.0081 if the student:
 - 1. has received deferred prosecution under §53.03, Family Code, for conduct defined as: a felony offense in Title 5,

- Penal Code; or the felony offense of aggravated robbery under Section 29.03, Penal Code;
 2. has been found by a court or jury to have engaged in delinquent conduct under §54.03, Family Code, for conduct defined as: a felony offense in Title 5, Penal Code; or the felony offense of aggravated robbery under Section 29.03, Penal Code;
 3. is charged with engaging in conduct for conduct defined as: a felony offense in Title 5, Penal Code; or the felony offense of aggravated robbery under Section 29.03, Penal Code;
 4. has been referred to a juvenile court for allegedly engaging in delinquent conduct under §54.03 Family Code, for conduct defined as: a felony offense in Title 5, Penal Code; or the felony offense of aggravated robbery under Section 29.03, Penal Code;
 5. has received probation of deferred adjudication for a felony offense under Title 5 Penal Code, or the felony offense of aggravated robbery under Section 29.03, Penal Code;
 6. has been convicted of a felony offense under Title 5, Penal Code, or the felony offense of aggravated robbery under Section 29.03, Penal Code; or
 7. has been arrested or charged with a felony offense under Title 5 Penal code, or the felony offense of aggravated robbery under Section 29.03, Penal Code; AND
- b. the board or board's designee determines that the student's presence in the regular classroom:
1. threatens the safety of the other students or teachers;
 2. will be detrimental to the education process; or
 3. is not in the best interests of the district's students.

105

- 3.4 A student to whom Subchapter I of the Texas Education Code Chapter 37, Placement of Registered Sex Offenders, §37.302 applies, and who is under any form of court supervision, including probation, community service, or parole, shall be placed in the JJAEP or DAEP for at least one semester. If a student transfers to another school district during the mandatory placement period in the JJAEP or DAEP, the district to which the student transfers may require the student to complete an additional semester in the JJAEP or DAEP without conducting a review of the student's placement pursuant to §37.306 of the Education Code; or may credit the student for any time spent in the JJAEP or DAEP in the district from which the student transfers toward the mandatory one semester placement.

- 3.5 A student to whom Subchapter I of the Texas Education Code Chapter 37, Placement of Registered Sex Offenders, §37.302 applies, and who is not under any form of court supervision, may be placed in the JJAEP or DAEP for one semester or in the regular classroom. The student may not be placed in the regular classroom if the district board of trustees determines that the student's presence in the regular classroom threatens the safety of other students or teachers; will be detrimental to the educational process; or is not in the best interest of the districts' students.
- 3.6 A student who is expelled from school pursuant to Texas Education Code §37.0081 is subject to that placement for a minimum of 90 days and until the student graduates from high school; the charges are dismissed or reduced to a misdemeanor offense; or the student completes the term of the placement or is assigned to another program. This provision continues to apply to the student if the student transfers to another school district in the state.
- 3.7 The placement of a student pursuant to Texas Education Code §37.0081 and /or § 37.303, who is receiving special education services provided by the participating school districts, shall continue to have those services provided while the student is placed at the JJAEP or DAEP. Should the JJAEP or DAEP determine that a student receiving special education services is having difficulty with the program; the participating school districts agree to have an ARD reevaluate the services the student is receiving.
- 3.8 Students who are expelled for one school year, and whose period of expulsion extends into the following academic year, may be ordered pursuant to this Agreement to attend the JJAEP throughout the summer months.
- 3.9 Each school district will determine the length of time that each student will be enrolled at the JJAEP or DAEP. Each Student will be assigned a program based on performance and behavior. Points will be earned on a daily basis and goals will be met prior to returning to the home campus, or until the length of expulsion has expired. A discharge report will be sent to the perspective ISDs prior to a student being returned to that campus. No student will be required to attend more than one (1) school year.
- 3.10 Each student shall be required to take the Iowa Tests of Educational Development Assessment upon enrollment in the program as required in the Texas Juvenile Justice Department Standards.

106

FACILITIES AND STAFFING

- 4.1 Students shall be provided an education through state adopted textbooks or if available, textbooks from the individual school districts. Credit earned at the JJAEP or DAEP shall be accepted by the participating school districts.
- 4.2 Equipment belonging to the individual school districts may be used from time to time on a temporary basis, but shall remain property of the supplying districts.
- 4.3 The ACJB shall be responsible for hiring school staff. However, the school superintendents shall be encouraged to make personal recommendations. Atascosa County shall supply the classroom and provide a secure classroom environment.
- 4.4 Special Education services are mandated by state law. A Special Education teacher shall be provided by the participating school districts. The district(s) that do not participate will be responsible for providing special education services.
- 4.5 Atascosa County will provide the building and maintenance of the building.
- 4.6 Breakfast and lunch are furnished by the ACJJC. It is the district responsibility to provide the ACJJC the verification of approval or denial of benefits of the National School Lunch Program from the U.S.D.A.

107

TRANSPORTATION

- 5.1 Transportation services for students attending the JJAEP or DAEP shall be provided under this Agreement by the parents of each student.

RELEASE OF STUDENT AND JUVENILE RECORDS

- 6.1 The governing body of each Participant in this Agreement finds that in order to appropriately serve students receiving services under this Agreement, the sharing of information pertinent to the provision of education and rehabilitation, services is essential and in the best interest of the students served. Any juvenile court with jurisdiction over a student has the authority to release appropriate juvenile, educational, diagnostic, or other records to permit the consistent provision of services to the student.
- 6.2 All student records discussed or reviewed by a juvenile court, Participant and/or JJAEP or DAEP specific to an individual student shall be considered confidential, and shall be shared only with the juvenile court, the student, the parent(s) or guardian(s) of the student, and those employees of the juvenile court, Participant or JJAEP or DAEP with legitimate educational interest in the student. Student educational records shall be transferred to the appropriate ISD upon dismissal of a student from the JJAEP or DAEP.

- 6.3 Attendance at the JJAEP or DAEP shall be recorded daily. Attendance and absences shall be reported to the student's home school district on a weekly basis.
- 6.4 Disaster, flood, extreme weather conditions or other calamity that has significant effect on the programs, attendance will not change the average daily allotment for attendance days.

FUNDING FOR JJAEP OR DAEP AND FISCAL AGENT

- 7.1 Base Rate. For the 2025-2026 and 2026-2027 school year, participating school districts will be requested to pay seventy-five dollars (\$75) per day per student in attendance. This money is paid directly into the Alternative Education Program for the purpose of providing services for the program.
- 7.2 Special Services. The ISD in which a student resides shall maintain the responsibility to provide services to eligible students under the Individuals with Disabilities Education Act. The ACJB shall be responsible for any services required to comply with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The cost of any special services provided hereunder shall be borne by the Participant with the responsibility to provide the services.

108

The ACJB and the JJAEP or DAEP shall cooperate in the provision of special education services by the ISDs to students in the JJAEP or DAEP.

In an effort to continue cooperative understanding between the Participants, the ISDs will make reasonable efforts to invite a representative of the JJAEP or DAEP to participate in any ISD's Admission, Review, and Dismissal Committee meetings placing a student in the JJAEP or DAEP or reviewing or modifying the program of a student in the JJAEP or DAEP.

- 7.3 Fiscal Agent. Atascosa County shall serve as the Fiscal Agent of the ACJB with respect to payments received for JJAEP or DAEP services in accordance with §37.012 of the Texas Education Code and this Agreement. In its capacity as Fiscal Agent, Atascosa County shall be responsible for receiving funds from the ACJB for the establishment and operation of the JJAEP or DAEP.

EXPEDITED MAGISTRATE SYSTEM

- 8.1 The expeditious hearing of all cases related to the JJAEP or DAEP by the juvenile court is crucial to the spirit and letter of the Texas Legislature's changes in both the Education and the Juvenile Justice Codes. Accordingly,

the following expedited procedures shall be applied to those cases concerning students expelled from the school setting.

- a. The ISD will notify the JJAEP or DAEP immediately by phone of any expulsion followed by a letter in writing to the Atascosa Juvenile Probation Department.
- b. Upon notification the ISD will require the eligible student to report the following day to the JJAEP or DAEP for intake. Within ten (10) days the Juvenile Probation Officer will complete the Preliminary Investigation Report and make a recommendation on whether the student will be Adjudicated or placed on Deferred Prosecution.
- c. Each student who is expelled for serious misbehavior will be placed on Deferred Prosecution Probation.
- d. Students begin school immediately following intake to the JJAEP or DAEP and remain there until released by the ISD or the Juvenile Court.

109

TRANSITION TO THE SCHOOL SETTING

- 9.1 The ACJB will provide the following services to the ISDs for students who are ordered into the regular classroom or school district alternative education program setting as a condition or term of probation:
 - a. Supervision by a certified juvenile probation officer for the remaining period of probation, which will emphasize protection of the community, accountability and competency building.
 - b. Implementation of the individual student's JJAEP or DAEP transition plan, including wrap-around services identified in the JJAEP or DAEP transition plan. The JJAEP or DAEP transition plan will be developed and agreed to by the student's JJAEP or DAEP transition team, which will consist of representatives, psychologists, etc., the appropriate staff members of the JJAEP or DAEP and the student's probation officer. The plan may include, but not limited to community service, parent classes, counseling, and other appropriate services.
 - c. Follow up is made by the JJAEP or DAEP to verify the student's compliance and attendance in the public schools.

TERM OF AGREEMENT

- 10.1 This agreement shall be renewed every two years, unless one or more of the Participants hereto elects to terminate this Agreement by providing written

notice to all other Participants hereto at least sixty (60) days prior to the expiration of the initial term, unless terminated sooner.

- 10.2 In the event of termination by any Participant, the Agreement will remain in force and effect with respect to the remaining Participants, unless such termination frustrates the overall purposes and intent of this Agreement.

MISCELLANEOUS

- 11.1 Records and Reporting Requirements. Throughout the term of this Agreement, the Participants hereto agree to establish and maintain detailed records regarding the administration and operation of the school alternative education program, including information regarding the costs of such programs, including facilities, staffing, and administrative expenses.
- 11.2 Legal Requirements. The Participants agree to comply fully with all applicable federal, state and local statutes, ordinances, rules and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid law governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments. In the event that any of the Participants hereto are required by law or regulation to perform any act inconsistent with this Agreement, or to cease performing any act required by this Agreement, this Agreement shall be deemed to have been modified to conform with the requirements of such law or regulation.

110

Charlotte Independent School District

Superintendent of Schools
P.O. Box 489
Charlotte, Texas 78011
(830) 277-1431

Jourdanton Independent School District

Superintendent of Schools
200 Zanderson Ave.
Jourdanton, Texas 78026
(830) 769-2350

Lytle Independent School District

Superintendent of Schools
P.O. Box 745
Lytle, Texas 78052
(830) 709-4743

Pleasanton Independent School District

Superintendent of Schools
831 Stadium Drive
Pleasanton, Texas 78064
(830) 569-2197

Poteet Independent School District

Superintendent of Schools
P.O. Box 138
Poteet, Texas 78065
(830) 742-3567

Somerset Independent School District

Superintendent of Schools
P.O. Box 279
Somerset, Texas 78069
(830) 622-5671

Pearsall Independent School District

Superintendent of Schools
522 E. Florida
Pearsall, Texas 78061
(830) 334-8001

McMullen County Independent School District

Superintendent of Schools
901 River Street
P.O. Box 359
Tilden, Texas 78072

111

Natalia Independent School District

Superintendent of Schools
8th Pearson Street
P.O. Box 548
Natalia, Texas, 78059

Devine Independent School District

Superintendent of Schools
205 W. College
Devine, Texas 78016

Dilley Independent School District

Superintendents of Schools
245 West FM 117
Dilley, Texas 78017

George West Independent School District

Superintendent of Schools
913 Houston Street
George West, Texas 78022

Sabinal Independent School District

Superintendent of Schools
409 W. Cullins Ave.
Sabinal, Tx. 72881

Any part may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

11.3 Amendments. If changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Participants, provided that all such changes, amendments, supplements or modifications shall be in writing.

11.4 Integration Clause. This Agreement, including attachments, contains the entire agreement of the Participants hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Participants. No other agreement, statement, or promise, made by or to any party, or made by or to any employee, officer, or agent of any part, that is not contained in this Agreement shall be of any force or effect. It is acknowledged by the Participants that no officer, agent, employee, or representative of Atascosa County has any authority to change or amend the terms of this Agreement or any attachments to it or to waive any breach of this Agreement unless expressly granted that authority by the Atascosa County Commissioners Court.

112

IN WITNESS THEREOF, the undersigned Participants acting under the authority of their respective governing boards, have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, all as of the day and year above first written, which is the date of this Agreement.

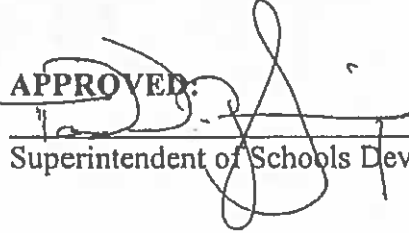
APPROVED:


The Honorable Bob Brendel
Juvenile Board Chairman

APPROVED:


Bill Gamez, Chief Juvenile Atascosa
Probation Officer of Atascosa
County

APPROVED:


Superintendent of Schools Devine ISD

**MEMORANDUM OF UNDERSTANDING
FOR
PARTICIPATION IN SPECIAL EDUCATION
UNIT EFFECTIVE FOR 2025-2026 & 2026-2027
SCHOOL YEAR**

PURPOSE:

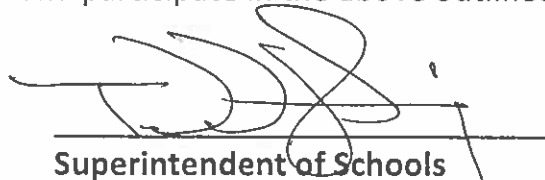
The participating school districts enter into this agreement for the purpose of employing special education teacher unit(s) at the Atascosa County Alternative Education School (presently located in Jourdanton, Texas)

ALL PARTICIPATING SCHOOL DISTRICTS AGREE TO THE FOLLOWING:

1. Jourdanton ISD will employ the teacher unit(s) on the Jourdanton ISD payroll as a Jourdanton teacher, and maintain the records consistent with other Jourdanton teachers.
2. This special education unit(s) will work under the direct supervision of the teacher/administrator at the Atascosa County Alternative Education School. The Jourdanton School Administrator will perform observations, conferences, and evaluations consistent with those of other Jourdanton ISD teacher.
3. All school districts that agree to utilize this special education instructional service will pay their portioned share of the this unit(i.e. four schools = 25% each, five schools = 20% each, six schools = 16.67% each). Jourdanton ISD will bill the other participating school districts once each year. This billing will be paid in full within 30 days of the billing. Each school district will split its funding for this unit to 70% special education, and 30% regular education. Thereby the unit will be able to serve all students at the campus.
4. This agreement will be reviewed at a meeting that will be called at the request of any participation superintendent; or by an official with Atascosa County.

114

We, the undersigned do agree to support and participate in the above outlined agreement.



Superintendent of Schools
Devine ISD

(1)

(1)



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: July 20, 2026

Agenda Item: Devine Education Foundation Donation

Background Information:

Grant for FCCLA National Competition

Administrative Consideration:

Funds will be used for travel expenses

Budgetary Consideration:

Check to DISD for the approved donation

Supporting Documents:

\$845.00

FCCLA

Recommendation:

Approve the \$845 grant donation.

Respectfully Submitted by:

Brenda Gardner
DEF Director

Approved by:

Todd Grandjean
Superintendent of Schools



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: 7/20/26

Agenda Item: Consider Approval of an Additional Career and Technical Education Teaching Position for the Patient Care Technician (PCT) Program

Background Information:

Devine High School has partnered with Southwest Texas Junior College (SWTJC) to implement a new Patient Care Technician (PCT) Program beginning in the 2026–2027 school year. The program will provide students in the Health Science pathway the opportunity to earn industry-recognized certifications in Certified Nursing Assistant (CNA), Electrocardiogram Technician (EKG), and Phlebotomy while earning high school and dual credit.

This position will allow the district to continue offering the Health Science Career Pathway.

Administrative Consideration:

1. Approve the addition of one (1) full-time Career and Technical Education teacher to implement and support the Patient Care Technician (PCT) Program beginning with the 2026–2027 school year.
2. The teacher will provide instruction in Health Science coursework aligned with the Patient Care Technician program and coordinate with Southwest Texas Junior College to ensure successful implementation of the partnership.
3. Students enrolled in the program will have the opportunity to earn industry-recognized certifications in CNA, EKG, and Phlebotomy while preparing for immediate employment and continued postsecondary education in healthcare careers.
4. The addition of this position will expand Career and Technical Education opportunities for Devine High School students while increasing the district's College, Career, and Military Readiness (CCMR) outcomes through workforce certification attainment.

Budgetary Consideration:

Approval of this item will add one (1) full-time equivalent (FTE) teaching position, including salary and employee benefits, to the district's staffing allocation. There are no curriculum adoption costs associated with this program. Additional expenditures will include instructional supplies and laboratory materials necessary to support hands-on healthcare instruction and student certification requirements.



Devine Independent School District Board of Trustees Agenda Document

Supporting Documents:

Southwest Texas Junior College
Patient Care Technician Program
Information

Recommendation:

Administration recommends approval of one (1) additional full-time Career and Technical Education teaching position to support implementation of the Patient Care Technician (PCT) Program beginning with the 2026–2027 school year.

Respectfully Submitted by:

Michael Gomez

Approved by:

Todd Grandjean
Superintendent of Schools



Title: Patient Care Technician Dual Credit Instructor

Closing Date: Until Filled

Campus: Devine High School

Job Summary: Teach health-related courses, including Patient Care Technician (PCT), Nurse Aid, Phlebotomy, EKG, and Medical Assistant; supervise students in a clinical setting; teach courses in high school and community settings; develop, revise, implement, and evaluate curriculum; evaluate student progress. Must be able to lift 25 pounds and sit or stand for long periods of time. Work rules, code of conduct, and other policies comprise essential functions of the job. Possess the ability to communicate effectively with students and college personnel.

Classification: Full-time, Exempt Department: Patient Care Technician

Salary: Devine ISD Teaching Scale. Commensurate with education and experience; 10-month position.

Other Benefits: Benefits package available (Health/Life insurance, retirement plan, sick/personal leave, holidays, waived tuition for eligible employees and dependents).

QUALIFICATIONS

Education: Bachelor of Science in Nursing; Must hold a current Texas license to practice nursing in the state of Texas. Demonstrate current knowledge of safety procedures in a clinical setting. All qualifying educational degrees must be from an accredited college or university.

Experience & Training: Must be able to certify in Phlebotomy, EKG, Medical Assistant, and Patient Care Technician Assistant within one year of hire. Various nursing experience and teaching experience preferred. Candidate must possess computer skills. Actively employed in nursing for the past three years. Experience using Microsoft Office (Word, Excel, Access, and PowerPoint).

Additional Qualification Requirements: Must be able to demonstrate experience working effectively with individuals from diverse backgrounds. Must have excellent English, writing, and oral communication skills. Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodation, the essential functions of the job. Candidate must be authorized to work in the U.S. and must provide verifiable credentials; successful completion of background checks specified for the position. Must have a valid driver's license and be insurable through SWTX insurers. Travel required to other locations served by the college.



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: 7/20/26

Agenda Item: Consider Approval of the Innovative Course *Student to Industry Connection* for Devine High School

Background Information:

The Texas Education Agency (TEA) has approved the Innovative Course *Student to Industry Connection* as a one-credit elective course for students in grades 11 and 12. This course is designed to strengthen career readiness by providing students with opportunities to develop professional relationships with industry mentors while building employability, leadership, communication, and workplace skills. The course aligns with Career and Technical Education (CTE) pathways and supports work-based learning experiences that prepare students for postsecondary education and the workforce. Innovative courses require local board approval prior to implementation.

Administrative Consideration:

1. Approve the implementation of the TEA-approved Innovative Course **Student to Industry Connection** beginning with the 2026–2027 school year.
2. The course will be offered as a one-credit elective for eligible juniors and seniors who have successfully completed the recommended CTE prerequisite coursework.
3. The course will enhance the district's College, Career, and Military Readiness (CCMR) initiatives by expanding opportunities for career exploration, industry mentorship, employability skill development, and work-based learning experiences.
4. The course will also serve as the instructional component for students participating in the **Life Skills Special Education Work-Based Learning Program**, providing a structured curriculum that supports workplace readiness, employability skills, professional communication, and successful transition to postsecondary employment and independent living. This will ensure students receive aligned classroom instruction while participating in community-based work experiences.
5. The course will be taught by appropriately certified CTE or Special Education personnel who meet TEA assignment requirements and required Work-Based Learning training.

Budgetary Consideration:

There is no significant budget impact associated with approval of this course. The course will be implemented using existing staff and district resources.



Devine Independent School District Board of Trustees Agenda Document

Supporting Documents:

TEA Innovative Course: *Student to Industry Connection* Course
Description and Essential Knowledge
and Skills

Recommendation:

Administration recommends approval of the Innovative Course *Student to Industry Connection* for implementation at Devine High School beginning with the 2026–2027 school year.

Respectfully Submitted by:

Michael Gomez

Approved by:

Todd Grandjean
Superintendent of Schools

Student to Industry Connection

PEIMS Code: N1270153

Abbreviation: ST2INDCN

Grade Level(s): 11–12

Award of Credit: 1.0

State Approved Innovative Course

- Districts must have local board approval to implement innovative courses.
- In accordance with Texas Administrative Code (TAC) §74.27, school districts must provide instruction in all essential knowledge and skills identified in this innovative course.
- Innovative courses may only satisfy elective credit toward graduation requirements.
- Please refer to [TAC §74.13](#) for guidance on endorsements.

Course Description:

The *Student to Industry Connection* course provides students with the opportunity to develop professional relationships with experienced individuals within the student's chosen program of study and to demonstrate necessary skills for an online virtual workplace. Students will learn acceptable virtual etiquette and professionalism for a teleworking environment. The central focus of this course is to prepare students to be 21st century career ready through interaction with a seasoned workplace mentor. The course may include a work-based learning component. Instruction will support students with marketable skills attainment. The course is recommended for students 16 years of age or older.

Essential Knowledge and Skills:

- (a) General Requirements. This course is recommended for students in grades 11 and 12. Recommended prerequisite: successful completion of two career and technical education courses. The course may include a work-based learning component. Students shall be awarded one credit for successful completion of this course.
- (b) Introduction.
 - (1) Career and technical education instruction provides content aligned with challenging academic standards and relevant technical knowledge and skills for students to further their education and succeed in current or emerging professions.
 - (2) Career development is a lifelong pursuit of answers to the questions: Who am I? Why am I here? What am I meant to do with my life? It is vital that students have a clear sense of direction for their career choice. Career planning is a critical step and is essential to success.
 - (3) The Student to Industry Connection course provides opportunities for students to participate in a work-based learning experience that combines instruction with business and industry employment experiences. The goal is to provide students with a variety of skills for a changing workplace. This course preparation is

relevant and rigorous, supports student attainment of academic standards, and effectively prepares students for college and career success.

- (4) Students are encouraged to participate in extended learning experiences such as career and technical organizations and other leadership or extracurricular organization.
 - (5) Statements that contain the word “including” reference content that must be mastered, while those containing the phrase “such as” are intended as possible illustrative examples.
- (c) Knowledge and Skills.
- (1) The student demonstrates professional employability skills for the workplace. The student is expected to:
 - (A) discuss how personal integrity affects human relations in the workplace;
 - (B) research characteristics of successful working relationships such as teamwork, conflict resolution, self-control and ability to accept criticism;
 - (C) discuss and analyze employer expectations;
 - (D) identify and demonstrate ways to respect the rights of others in the workplace;
 - (E) explain the importance of applying effective listening skills in the workplace;
 - (F) identify ethical standards that can be demonstrated in the workplace; and
 - (G) describe the importance of complying with organization policies and procedures.
 - (2) The student understands the importance of developing professional relationships with industry mentors who provide career guidance related to the student’s career pathway. The student is expected to:
 - (A) describe appropriate professional interaction, both online and face to face, with an industry mentor;
 - (B) describe successful meeting facilitation strategies for industry mentor interactions;
 - (C) describe how the guidance provided by an industry mentor can affect the student’s career;
 - (D) describe the role of a mentor in a job search;
 - (E) explain the importance of having a career plan with actionable targets and next steps that can be shared with an industry mentor; and
 - (F) explain how conducting periodic reviews/updates with an industry mentor can affect career success.
 - (3) The student analyses effective meeting facilitation strategies necessary to be successful in a face to face or a virtual workplace. The student is expected to:
 - (A) identify and apply technical writing skills through electronic communication;

- (B) discuss and roleplay effective virtual and face to face meeting management strategies such as agenda creation, establishment of meeting norms, and inclusion of interactive activities;
 - (C) identify and describe group meeting facilitation strategies such as team building skills, managing break-out sessions, and conducting ice breaker activities;
 - (D) identify and apply effective telephone and virtual meeting etiquette; and
 - (E) describe appropriate use and care of company technology and equipment used in a virtual workplace setting.
- (4) The student exhibits growth mindset strategies for career success. The student is expected to:
- (A) identify and describe the differences between a growth mindset and a fixed mindset;
 - (B) discuss growth mindset in relation to the occupation of interest;
 - (C) discuss how persistence affects career growth opportunities; and
 - (D) describe how grit can be demonstrated in a workplace setting.
- (5) The student describes various payroll practices. The students is expected to:
- (A) describe payroll options such as hourly compensation, commission-based compensation and salaried (exempt) compensation;
 - (B) distinguish between withholding and deductions; and
 - (C) describe the relationship between hours worked and wages earned.
- (6) The student evaluates how an employer's mission and priorities lead to business success. The student is expected to:
- (A) identify and evaluate a company mission statement;
 - (B) describe how a company mission statement drives employee actions; and
 - (C) develop a list of company priorities based on the company mission statement.
- (7) The student understands how work-life balance affects employee morale. The student is expected to:
- (A) explain the principles of a flexible work schedule and how a flexible work schedule contributes to employee morale in the workplace;
 - (B) describe workplace policies/standards that lead to enhanced work-life balance for employees; and
 - (C) describe workplace benefits that contribute to employee morale such as family leave or company provided childcare and food services.
- (8) The student understands the effect of management style on employee performance. The student is expected to:
- (A) discuss the different management styles and identify exemplars of each style;
 - (B) discuss how different management styles may influence employee productivity, morale, motivation, and job satisfaction;

Student to Industry Connection

- (C) analyze various leadership styles in relation to different personality traits;
 - (D) evaluate personal leadership style strengths and opportunity areas; and
 - (E) develop a plan of action to strengthen the student's leadership style.
- (9) The student identifies and describes common financial documents used in the workplace. The student is expected to:
- (A) identify primary sources of expenses and revenue for the business from reviewing financial documents such as an operating statement;
 - (B) interpret business financial documents such as balance sheet, income statement, or cash flow statement; and
 - (C) hypothesize recommendations for increased profitability.
- (10) The student understands workplace organizational culture and practices including department/teams and their responsibilities. The student is expected to:
- (A) describe the workplace structure and hierarchy;
 - (B) identify the various departments or teams of a workplace and describe how their duties and responsibilities are interrelated; and
 - (C) describe how collaboration among departments or teams impacts work productivity and quality of work.
- (11) The student understands professional workplace exit strategies. The student is expected to:
- (A) explain the importance of advance written notice and professional ways of submitting notice;
 - (B) describe proper return of worksite resources;
 - (C) describe the elements of an exit interview with a supervisor;
 - (D) compose departure email and voice mail messages as appropriate; and
 - (E) create follow-up correspondence after exiting a company.
- (12) The student investigates the impact of community involvement on the success of the business. The student is expected to:
- (A) identify ways in which the company engages with the community; and
 - (B) connect community service opportunities to the success of the business.

Recommended Resources and Materials:

Skills to Succeed is a free resource that supports many young job seekers as possible with the right skills to understand career choices, find a job, and sustain employment.

Skills to Succeed Academy Brought to you by Accenture. (n.d.). Retrieved June 24, 2020, from <https://s2sacademy.org/>.

Anderson, L.E., & Bolt, S. B. (2016). Professionalism: Skills for workplace success. Boston: Pearson.

Lindsell-Roberts, S. (2011). New rules for today's workplace. Boston: Houghton Mifflin Harcourt.

Recommended Course Activities:

- Performance simulations
- Learning by doing
- Company case studies
- Professional Portfolio
- Projects

Suggested methods for evaluating student outcomes:

- Tests/quizzes
- Projects with rubrics
- Student self-evaluation
- Mentor evaluation

Teacher qualifications:

An assignment for Student to Industry Connection is allowed with one of the following certificates.

- any vocational or career and technical education (CTE) classroom teaching certificate
- Special Education: Early Childhood-Grade 12.
- Special Education Supplemental (Valid at grade level and subject area of the base certificate).

Teacher of record must attend the mandatory Work-Based Learning Training required for work-based learning courses

Additional information:



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: July 20, 2026

Agenda Item: DISD Student Code of Conduct

Background Information:

According to TEC, Sec. 37.001. STUDENT CODE OF CONDUCT. (a) *The board of trustees of an independent school district shall, with the advice of its district-level committee established under Subchapter F, Chapter 11, adopt a student code of conduct for the district.* The Code stands as an authoritative document on its own and, once adopted, has the force of policy and is intended to promote school safety and an atmosphere for learning. The TASB Model Student Code of Conduct addresses the legal requirements and offers suggestions for districts to include in their SCC. A district decision is required about whether a text should be kept, deleted, or moved to another section and editorial notes are provided to give administrators additional insight when determining to keep, delete, or move information to another section.

Administrative Consideration:

The Code serves as a means to communicate to student, parents, school staff, and the community exactly what is expected of students and how misconduct will be handled. A hard copy notice of posting, seeking written confirmation that the Code has been reviewed and allowing parent to request a hard copy will be distributed the first week of school. Administrators must use the Code in conjunction with TEC/Chapter 37 for making disciplinary decisions and before coding those decisions in PEIMS.

Budgetary Consideration:

The Student Code of Conduct will be placed on the district website in lieu of paper distribution; however, some hard copies will be available in the district and campus offices and made available to parents upon request.

Supporting Documents:

Proposed 2026-2027 Student Code of Conduct (posted)

Recommendation:

Adopt the 2026-2027 Student Code of Conduct

Respectfully Submitted by:

Dawn Schneider
Director of Student Services

Approved by:

Todd Grandjean
Superintendent of Schools

**Devine Independent School District
Student Code of Conduct
2026-2027**

Student Code of Conduct

Table of Contents

Student Code of Conduct.....	1
Accessibility.....	1
Purpose.....	1
School District Authority and Jurisdiction	2
Campus Behavior Coordinator	2
Threat Assessment and Safe and Supportive School Team	3
Searches	3
Reporting Crimes.....	3
Security Personnel.....	3
“Parent” Defined	3
Participating in Graduation Activities.....	4
Unauthorized Persons	4
Standards for Student Conduct	5
General Conduct Violations	6
Disregard for Authority.....	6
Mistreatment of Others.....	6
Property Offenses	7
Possession of Prohibited Items	7
Possession of Personal Communication Devices	8
Illegal, Prescription, and Over-the-Counter Drugs	8
Misuse of Technology Resources and the Internet.....	9
Safety Transgressions	10
Miscellaneous Offenses.....	10
Discipline Management Techniques.....	11
First-Time Offense of Possession or Use of Nicotine Delivery Product or E- Cigarette	11
Students with Disabilities	11
Techniques.....	11
Prohibited Aversive Techniques	13
Notification.....	14
Parental Involvement	14
Appeals	14

Student Code of Conduct

Removal from the School Bus	15
Removal from the Regular Educational Setting.....	15
Routine Referral.....	15
Formal Teacher Removal.....	15
Returning a Student to the Classroom	16
Appeals of Formal Teacher Removals.....	16
In-School Suspension	17
Process.....	17
Out-of-School Suspension	18
Misconduct.....	18
Process.....	18
Alternative Assignment	19
Coursework During Suspension.....	19
Disciplinary Alternative Education Program (DAEP) Placement	20
Discretionary Placement: Misconduct That May Result in DAEP Placement.....	20
Mandatory Placement: Misconduct That Requires DAEP Placement	21
Sexual Assault and Campus Assignments.....	22
Process.....	23
Length of Placement.....	24
Appeals	25
Restrictions During Placement	26
Placement Review.....	26
Additional Misconduct.....	26
Notice of Criminal Proceedings	26
Withdrawal During Process	27
Newly Enrolled Students.....	27
Emergency Placement Procedure	28
Transition Services	28
Placement and/or Expulsion for Certain Offenses.....	29
Registered Sex Offenders.....	29
Expulsion.....	30
Discretionary Expulsion: Misconduct That May Result in Expulsion	30
Mandatory Expulsion: Misconduct That Requires Expulsion.....	32

Student Code of Conduct

Under Age 10	33
Virtual Expulsion Program	33
Consideration of Virtual Education as Alternative to Expulsion	33
Process.....	33
Length of Expulsion	35
Withdrawal During Process	35
Additional Misconduct	36
Restrictions During Expulsion.....	36
Newly Enrolled Students.....	36
Emergency Expulsion Procedures.....	36
DAEP Placement of Expelled Students.....	37
Transition Services	37
Certain Felonies	37
Hearing and Required Findings.....	37
Length of Placement.....	38
Placement Review.....	38
Glossary.....	39

Student Code of Conduct

Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact the district at [*communications@devineisd.org*](mailto:communications@devineisd.org).

Purpose

The Student Code of Conduct (“Code of Conduct”), as required by [Chapter 37](#) of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Code of Conduct has been adopted by the *Devine ISD* board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code of Conduct remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code of Conduct shall be posted at each school campus or shall be available for review at the campus principal’s office. Additionally, the Code of Conduct shall be available at the campus behavior coordinator’s office and posted on the district’s website. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under [Chapter 37](#) of the Education Code.

Because the Code of Conduct is adopted by the district’s board of trustees, it has the force of policy. In the event of a conflict between the Code of Conduct and the Student Handbook, the Code of Conduct shall prevail.

Please note: The discipline of students with disabilities who are eligible for services under federal law ([Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973](#)) is subject to the provisions of those laws.

School District Authority and Jurisdiction

School District Authority and Jurisdiction

School rules and the district's authority to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by [Education Code 37.0832](#);
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
11. When the student commits a felony, as provided by [Education Code 37.006](#), [37.007](#), or [37.0081](#); and
12. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a single person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal, or any other campus administrator selected by the principal. Additional staff members may assist the CBC in the performance of the CBC's duties, provided that the CBC personally verifies that all aspects of [Chapter 37, Subchapter A](#) are appropriately implemented. The CBC is primarily responsible for maintaining student discipline. The CBC shall monitor disciplinary referrals and report the following behavior to the campus's threat assessment and safe and supportive school team:

- Conduct that contains the elements of the offense of terroristic threat under [Penal Code 22.07](#);
- Conduct that contains the elements of the offense of unlawfully carrying weapons under [Penal Code 46.02](#);

School District Authority and Jurisdiction

- Conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under [Education Code 37.125](#); and
- Any concerning student behaviors or behavioral trends that may pose a serious risk of violence to the student or others.

The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at <https://www.devineisd.org/district/required-postings>.

Threat Assessment and Safe and Supportive School Team

The CBC or other appropriate administrator will work closely with the campus threat assessment and safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

Searches

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

Reporting Crimes

The principal or CBC and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

Security Personnel

The board utilizes school resource officers (SROs), *and/or* security personnel to ensure the security and protection of students, staff, and property. In accordance with law, the board has coordinated with the CBC and other district employees to ensure appropriate law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the CKE policy series.

“Parent” Defined

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

School District Authority and Jurisdiction

Participating in Graduation Activities

The district has the right to limit a student's participation in graduation activities for violating the district's Code of Conduct.

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered eligible, a student shall not have engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

Unauthorized Persons

In accordance with [Education Code 37.105](#), a school administrator, SRO, or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.

[See Restrictions During Placement for information regarding a student assigned to DAEP at the time of graduation.]

Standards for Student Conduct

Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Code of Conduct.

General Conduct Violations

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on In-School Suspension, Out-of-School Suspension, Disciplinary Alternative Education Program (DAEP) Placement, Placement and/or Expulsion for Certain Offenses, and Expulsion, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in Removal from the Regular Educational Setting.

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. [See Placement and/or Expulsion for Certain Offenses for assault.]
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in any behavior that violates the Student Code of Conduct and is motivated by antisemitism. [See Glossary]
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See Glossary for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. [See Glossary]
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. [See Glossary]
- Coerce an individual to act through the use or threat of force.

General Conduct Violations

- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. [See Placement and/or Expulsion for Certain Offenses for felony criminal mischief.]
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. [See Placement and/or Expulsion for Certain Offenses for felony robbery, aggravated robbery, and theft.]
- Enter, without authorization, district facilities that are not open for operations.

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- A short barrel firearm;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- *A location-restricted knife;
- *A club;
- *A firearm;
- A stun gun;

General Conduct Violations

- Knuckles;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products (including nicotine pouches), cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*See Placement and/or Expulsion for Certain Offenses for weapons and firearms. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Personal Communication Devices

Students shall not:

- Use a personal communication device, including a cell phone, or other electronic device on school property during the school day and shall store the device in accordance with the method of storage established by the district. [See Glossary]
- The district may authorize the use of a personal communication device for the following reasons:
 - To implement an individualized education program (IEP) or for a plan created under [Section 504, Rehabilitation Act of 1973 \(29 U.S.C Section 794\)](#) or a similar program or plan;
 - With documented need based on a directive from a qualified physician; or
 - To comply with a health or safety requirement imposed by law or as part of the district's safety protocols.

Inappropriate use of a personal communication device during the school day will result in disciplinary action in accordance with this Code of Conduct.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. [See Disciplinary Alternative Education Program (DAEP) Placement and Expulsion for mandatory and permissive consequences under state law.]
- Possess or sell seeds or pieces of marijuana in less than a usable amount.

General Conduct Violations

- Possess, use, give, or sell paraphernalia related to any prohibited substance. [See Glossary for “paraphernalia.”]
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. [See Glossary for “abuse.”]
- Abuse over-the-counter drugs. [See Glossary for “abuse.”]
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. [See Glossary for “under the influence.”]
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another’s reputation, or illegal, including cyberbullying and “sexting,” either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

General Conduct Violations

- Utilize artificial intelligence in a way that would constitute academic dishonesty or as a means of engaging in any other prohibited conduct.

Safety Transgressions

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, unauthorized use of artificial intelligence, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.

Discipline Management Techniques

Discipline Management Techniques

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette

An appropriate administrator may place a student in a disciplinary alternative education program for the first-time offense of possession or use of a nicotine delivery product or e-cigarette, as defined by [Section 161.081, Health and Safety Code](#).

If a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under [Education Code 37.008](#), the student shall be placed in in-school suspension for a period of at least 10 school days.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the [Education Code](#), a student who receives special education services may not be disciplined in a manner that results in a change to the student's educational placement for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists [see Glossary] until an Admission, Review, and Dismissal (ARD) committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Techniques

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.

Discipline Management Techniques

- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension (ISS).
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Corporal punishment, unless the student's parent or guardian has provided a signed statement prohibiting its use.
- In-school suspension, as specified in In-School Suspension.
- Out-of-school suspension, as specified in Out-of-School Suspension.
- Placement in a DAEP, as specified in Disciplinary Alternative Education Program (DAEP) Placement.
- Expulsion and/or placement in an alternative educational setting, as specified in Placement and/or Expulsion for Certain Offenses.
- Expulsion, as specified in Expulsion.

Discipline Management Techniques

- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL)]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Discipline Management Techniques

Notification

The CBC shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of [Education Code 37.0012\(d\)](#).

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the CBC shall send written notification by U.S. Mail. If the CBC is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Parental Involvement

The district has not adopted a policy for parental involvement in school disciplinary placements under [Education Code 37.0014](#).

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the central administration office or online at

<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=879&code=FNG#localTabContent>.

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. [See policies FFH(LEGAL) and (LOCAL)]

Removal from the School Bus

Removal from the School Bus

A bus driver may refer a student to the principal's office or the CBC's office to maintain effective discipline on the bus. The principal or CBC must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the CBC may restrict or revoke a student's transportation privileges, in accordance with law.

Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

Routine Referral

A routine referral occurs when a teacher sends a student to the CBC's office as a discipline management technique. The CBC shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code of Conduct to maintain effective discipline in the classroom.

Formal Teacher Removal

A teacher may initiate a formal removal from class if:

1. A student's behavior repeatedly interferes with the teacher's ability to teach the class or with other students' ability to learn.
2. A student demonstrates behavior that is unruly, disruptive, or abusive toward the teacher, another adult, or another student in the classroom.
3. A student engages in conduct that constitutes bullying, as defined by [Education Code 37.0832.0](#).

A teacher, CBC, or other appropriate administrator must notify a parent or person standing in parental relation to the student of the formal removal. A teacher may remove a student from class based on a single incident of behavior.

Within three school days of the formal removal, the CBC or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

Removal from the Regular Educational Setting

At the conference, the CBC or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the [Education Code](#) requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Returning a Student to the Classroom

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's written consent.

A student who has been formally removed by a teacher for any other conduct may not be returned to the teacher's class without the teacher's written consent unless the placement review committee determines that the teacher's class is the best or only alternative, and not later than the third class day after the day the student was removed from class, a conference in which the teacher was provided an opportunity to participate has been held. The student may not be returned to the teacher's class unless the teacher provides written consent for the student's return or a return to class plan has been prepared for that student.

Appeals of Formal Teacher Removals

A student may appeal the teacher's removal of the student from class to the school's placement review committee or the campus's threat assessment and safe and supportive school team, in accordance with a district policy providing for such an appeal to be made to this team.

In-School Suspension

In-School Suspension

An in-school suspension is not subject to any time limit.

A school's principal or other appropriate administrator shall review the in-school suspension of a student at least once every 10 school days after the date of the suspension begins to evaluate the educational progress of the student and to determine if continued in-school suspension is appropriate.

During in-school suspension, a student shall receive appropriate behavioral support services and comparable educational services as the student would receive in the classroom. If the student receives special education services, the student must continue to receive special education and related services specified in the student's individualized education program (IEP) and continue to have an opportunity to progress in the general curriculum.

[See First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette for limitations to the general rule.]

Process

Before being suspended, a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The CBC shall determine the number of days of a student's suspension.

In deciding whether to order in-school suspension, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

Out-of-School Suspension

Out-of-School Suspension

Misconduct

Students may be suspended for behavior listed in the Code of Conduct as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students below grade 3 unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in [Penal Code sections 46.02 or 46.05](#);
- Conduct that threatens the immediate health and safety of other students in the classroom;
- Documented conduct that results in repeated or significant disruption to the classroom; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

Process

State law allows a student to be assigned to out-of-school suspension for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The CBC shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;

Out-of-School Suspension

4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

Alternative Assignment

A parent or person standing in parental relation to the student may submit a written request to the principal or other appropriate administrator to reassign a student placed in out-of-school suspension. The parent or person standing in parental relation to the student must provide information and documentation that they are unable to provide suitable supervision for the student during school hours during the period of the suspension. It is the sole discretion of the principal or other appropriate administrator to reassign the student placed in out-of-school suspension.

Coursework During Suspension

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to ISS or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

Disciplinary Alternative Education Program (DAEP) Placement

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten-grade 5 and secondary classification shall be grades 6-12.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code of Conduct.

Misconduct Identified in State Law

In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to die by suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. [see Glossary]
- Involvement in criminal street gang activity. [see Glossary]
- Criminal mischief, not punishable as a felony.

Disciplinary Alternative Education Program (DAEP) Placement

- Engages in conduct that contains the elements of the offense of disruptive activities under [Education Code 37.123](#).
- Engages in conduct that contains the elements of the offense of disruption of classes under [Education Code 37.124](#).
- Possesses or uses an e-cigarette, as defined by [Section 161.081, Health and Safety Code](#), except that if a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under [Education Code 37.008](#), the student shall be placed in in-school suspension for a period of at least 10 school days. See First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette for additional information.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief [see Glossary] that the student engaged in conduct punishable as a felony that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process. Aggravated robbery or felonies listed as offenses in Title 5 [see Glossary] of the Penal Code are punishable as mandatory expulsions.

The CBC **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. [see Glossary]
 - Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault [see Glossary] under [Penal Code 22.01\(a\)\(1\)](#).
 - Except as provided by [Education Code 37.007\(a\)\(3\)](#), sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. [School-related felony drug offenses are addressed in Expulsion.] [See Glossary for "under the influence," "controlled substance," and "dangerous drug."]

Disciplinary Alternative Education Program (DAEP) Placement

- Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by [Chapter 487 of the Health and Safety Code](#) does not violate this provision.
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - Sells, gives, or delivers to another person an e-cigarette, as defined by [Section 161.081, Health and Safety Code](#).
 - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. [see Glossary]
 - Engages in conduct that contains the elements of an offense of harassment against an employee under [Penal Code sections 42.07\(a\)\(1\), \(2\), \(3\), or \(7\)](#).
- Engages in expellable conduct and is six to nine years of age.
 - Commits a federal firearms violation and is younger than six years of age.
 - Engages in conduct that contains the elements of the offense of retaliation under [Penal Code 36.06](#) against any school employee or volunteer on or off school property.
 - Engages in conduct that contains the elements of harassment under [Penal Code 42.07](#) against any school employee or volunteer on or off of school property.

The student receives deferred prosecution [see Glossary], or a court or jury finds that the student has engaged in delinquent conduct [see Glossary], or the superintendent or designee has a reasonable belief [see Glossary] under [Section 53.03, Family Code](#), for conduct defined as any of the following offenses under the Penal Code:

1. A felony offense under [Title 5](#);
2. The offense of deadly conduct under [Section 22.05](#);
3. The felony offense of aggravated robbery under [Section 29.03](#);
4. The offense of disorderly conduct involving a firearm under [Section 42.01\(a\)\(7\) or \(8\)](#); or
5. The offense of unlawfully carrying weapons under [Section 46.02](#), except for an offense punishable as a Class C misdemeanor under that section.

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

Disciplinary Alternative Education Program (DAEP) Placement

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Process

Removals to a DAEP shall be made by the CBC.

Conference

When a student is removed from class for a DAEP offense, the CBC or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the CBC or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

Disciplinary Alternative Education Program (DAEP) Placement

Placement Order

After the conference, if the student is placed in a DAEP, the CBC shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by [Section 52.04 of the Family Code](#).

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code of Conduct, the placement order shall give notice of the inconsistency.

DAEP at Capacity

If a DAEP is at capacity at the time the CBC is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time the CBC is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal, and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The CBC shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Disciplinary Alternative Education Program (DAEP) Placement

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the CBC or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others; or
2. The student has engaged in serious or persistent misbehavior [see Glossary] that violates the district's Code of Conduct.

Exceeds 60 Days

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the central administration office or online at <https://pol.tasb.org/PolicyOnline/PolicyDetails?key=879&code=FNG#localTabContent>.

Appeals shall begin at *Level One* with the *campus administrator*.

Disciplinary Alternative Education Program (DAEP) Placement

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or cocurricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student's IEP or Section 504 plan.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the CBC or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication [see Glossary], or deferred prosecution will be initiated; or
2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

Disciplinary Alternative Education Program (DAEP) Placement

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the district's Code of Conduct in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the CBC may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the CBC or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

The district shall continue the DAEP placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district

Disciplinary Alternative Education Program (DAEP) Placement

determines that the student is a threat to the safety of other students or employees, or if the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. [See policy FOCA(LEGAL) for more information.]

Placement and/or Expulsion for Certain Offenses

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the [Education Code](#) provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers;
2. Will be detrimental to the educational process; or
3. Is not in the best interests of the district's students.

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

Newly Enrolled Students

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to

Expulsion

register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. [see Disciplinary Alternative Education Program (DAEP) Placement]

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to die by suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Criminal mischief, if punishable as a felony.
- Breach of computer security. [see Glossary]
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

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

Expulsion

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug, unless the conduct is punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by [Chapter 487 of the Health and Safety Code](#) does not violate this provision. [See Glossary for “under the influence.”]
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in deadly conduct. [see Glossary]

Within 300 Feet of School

A student may be expelled for possession of a firearm, as defined by federal law, while within 300 feet of school property, as measured from any point on the school's real property boundary line.

Property of Another District

A student may be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in a DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code of Conduct, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by [Penal Code 1.07](#); or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under [Penal Code 21.07](#);
 - b. Indecent exposure under [Penal Code 21.08](#);
 - c. Criminal mischief under [Penal Code 28.03](#);
 - d. Hazing under [Education Code 37.152](#); or

Expulsion

- e. Harassment under [Penal Code 42.07\(a\)\(1\)](#) of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on or off school property.

Under Federal Law

Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. [see Glossary]

Note: Mandatory expulsion under the [federal Gun Free Schools Act](#) does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by [Penal Code 46.02](#):
 - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. [see Glossary] Note: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
- A location-restricted knife, as defined by state law. [see Glossary]
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. [see Glossary]
- Engages in conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under Education Code 37.125.
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. [see Glossary]
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.

Expulsion

- Kidnapping or aggravated kidnapping.
- Burglary, robbery or aggravated robbery.
- Manslaughter.
- Criminally negligent homicide.
- Continuous sexual abuse of a young child or disabled individual.
- Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
- Engaging in conduct that contains elements of assault against a school employee or volunteer.

Under Age 10

When a student under the age of 10 engages in behavior that is expellable behavior, the student shall not be expelled but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Virtual Expulsion Program

In some circumstances, a student may be placed in a virtual expulsion program.

- The school must ensure students in the program have the necessary technology and internet and must provide it if needed.
- The virtual program must, as much as possible, meet the same requirements as an in-person disciplinary alternative education program (DAEP).
- The student's placement must be reviewed every 45 school days.
- If an in-person spot becomes available, the school should plan the student's return to in-person learning.
- If continued virtual placement is appropriate, the school must document the decision.

Consideration of Virtual Education as Alternative to Expulsion

Before a school district may expel a student, the district must consider the appropriateness and feasibility of, as an alternative to expulsion, enrolling the student in a full-time hybrid program, full-time virtual program, full-time hybrid campus, or full-time virtual campus. This requirement does not apply to a student expelled under [Education Code 37.0081 or 37.007\(a\), \(d\), or\(e\)](#).

Process

If a student is believed to have committed an expellable offense, the CBC or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Expulsion

Until a hearing can be held, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district;
2. An opportunity to testify and to present evidence and witnesses in the student's defense; and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the *superintendent or designee* authority to conduct hearings and expel students.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the board or CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;

Expulsion

4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the *principal or appropriate administrator* shall deliver to the juvenile court a copy of the expulsion order and the information required by [Section 52.04 of the Family Code](#).

If the length of the expulsion is inconsistent with the guidelines included in the Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees;
or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal During Process

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

Expulsion

If the CBC or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall decide on a case-by-case basis the placement of a student who is subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the district.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order; and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees; or
2. Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Emergency expulsion may be ordered based on a single incident of behavior by the student. Within 10 days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

Expulsion

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than 10 years of age.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

Certain Felonies

Regardless of whether DAEP placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with [Education Code 37.0081](#), a student may be expelled and placed in either DAEP or JJAEP if the board or CBC makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 [see Glossary] of the Penal Code. The student must have:

- Received deferred prosecution for conduct defined as aggravated robbery or a [Title 5 felony](#) offense;
- Been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a [Title 5 felony](#) offense;
- Been charged with engaging in conduct defined as aggravated robbery or a [Title 5 felony](#) offense;
- Been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a [Title 5 felony](#) offense; or
- Received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred;
2. The location at which the conduct occurred;
3. Whether the conduct occurred while the student was enrolled in the district; or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

Expulsion

1. Threatens the safety of other students or teachers;
2. Will be detrimental to the educational process; or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school;
2. The charges are dismissed or reduced to a misdemeanor offense; or
3. The student completes the term of the placement or is assigned to another program.

Placement Review

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the CBC or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by [Penal Code 29.03\(a\)](#) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - a. 65 years of age or older; or
 - b. A disabled person.

Antisemitism is defined by [Government Code section 448.001](#) as a certain perception of Jews that may be expressed as hatred toward Jews. The term includes rhetorical and physical acts of antisemitism directed toward Jewish or non-Jewish individuals or their property or toward Jewish community institutions and religious facilities. Examples of antisemitism are included with the International Holocaust Remembrance Alliance's "Working Definition of Antisemitism" adopted on May 26, 2016.

Armor-piercing ammunition is defined by [Penal Code 46.01](#) as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by [Penal Code 28.02](#) as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
 - a. Any vegetation, fence, or structure on open-space land; or
 - b. Any building, habitation, or vehicle:
 - (1) Knowing that it is within the limits of an incorporated city or town;
 - (2) Knowing that it is insured against damage or destruction;
 - (3) Knowing that it is subject to a mortgage or other security interest;
 - (4) Knowing that it is located on property belonging to another;
 - (5) Knowing that it has located within it property belonging to another; or
 - (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.

Glossary

2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
 - a. Recklessly damaging or destroying a building belonging to another; or
 - b. Recklessly causing another person to suffer bodily injury or death.

Assault is defined in part by [Penal Code 22.01](#) as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in [Penal Code 33.02](#), if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes school district property or information or commits a breach of any other computer, computer network, or computer system.

Bullying is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's

Glossary

educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Chemical dispensing device is defined by [Penal Code 46.01](#) as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by [Penal Code 46.01](#) as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

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

Criminal street gang is defined by [Penal Code 71.01](#) as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by [Education Code 37.0832](#) as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Dangerous drug is defined by [Health and Safety Code 483.001](#) as a device or a drug that is unsafe for self-medication and that is not included in [Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act](#). The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by [Section 71.0021 of the Family Code](#).

Deadly conduct under [Penal Code 22.05](#) occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Glossary

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by [Penal Code 46.01](#) as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under [Penal Code 42.06](#) occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by [federal law \(18 U.S.C. 921\(a\)\)](#) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or

Glossary

4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by [Penal Code 46.01](#) as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in [Education Code 37.001\(b\)\(2\)](#); or
3. Conduct that is punishable as a crime under [Penal Code 42.07](#), including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
 - d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
 - e. Making a telephone call and intentionally failing to hang up or disengage the connection;
 - f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;

Glossary

- g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
- h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or
- i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

Hazing is defined by [Education Code 37.151](#) as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in [Education Code 37.151](#), including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

Hit list is defined in [Education Code 37.001\(b\)\(3\)](#) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by [Penal Code 46.01](#) as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by [Penal Code 21.08](#) as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by [Civil Practices and Remedies Code 98B.001](#) and [Penal Code 21.16](#) as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any

Glossary

other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by [Penal Code 46.01](#) as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun as defined by [Penal Code 46.01](#) is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Personal Communication Device means a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, or any other electronic device capable of telecommunication or digital communication.

Possession means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
3. Personal communication devices or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under [Penal Code 46.05\(a\)](#) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:
 - a. An explosive weapon; or
 - b. A machine gun.
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;

Glossary

5. A tire deflation device; or
6. An improvised explosive device.

Public Lewdness is defined by [Penal Code 21.07](#) as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in [Education Code 37.121\(d\)](#) are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student's arrest under [Code of Criminal Procedure Article 15.27](#).

Self-defense is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by [Penal Code Section 1.07](#); or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under [Penal Code 21.07](#);
 - b. Indecent exposure under [Penal Code 21.08](#);
 - c. Criminal mischief under [Penal Code 28.03](#);
 - d. Hazing under [Education Code 37.152](#); or
 - e. Harassment under [Penal Code 42.07\(a\)\(1\)](#) of a student or district employee.

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.

Glossary

- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by [Penal Code 46.01](#) as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by [Penal Code 22.07](#) as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by [Penal Code 46.01](#) as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in [Title 5 of the Penal Code](#) that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under [Sections 19.02–.05](#);
- Kidnapping under [Section 20.03](#);
- Trafficking of persons under [Section 20A.02](#);

Glossary

- Smuggling or continuous smuggling of persons under [Sections 20.05–.06](#);
- Assault under [Section 22.01](#);
- Aggravated assault under [Section 22.02](#);
- Sexual assault under [Section 22.011](#);
- Aggravated sexual assault under [Section 22.021](#);
- Unlawful restraint under [Section 20.02](#);
- Continuous sexual abuse of a young child or disabled individual under [Section 21.02](#);
- Bestiality under [Section 21.09](#);
- Improper relationship between educator and student under [Section 21.12](#);
- Voyeurism under [Section 21.17](#);
- Indecency with a child under [Section 21.11](#);
- Invasive visual recording under [Section 21.15](#);
- Disclosure or promotion of intimate visual material under [Section 21.16](#);
- Sexual coercion under [Section 21.18](#);
- Injury to a child, an elderly person, or a disabled person of any age under [Section 22.04](#);
- Abandoning or endangering a child under [Section 22.041](#);
- Deadly conduct under [Section 22.05](#);
- Terroristic threat under [Section 22.07](#);
- Aiding a person to die by suicide under [Section 22.08](#); and
- Tampering with a consumer product under [Section 22.09](#).

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the in-fluence" need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one's body, by any means, a prohibited substance.

Zip gun is defined by [Penal Code 46.01](#) as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: July 20, 2026

Agenda Item: Substitute Pay

Background Information:

As the educational workforce has continued to evolve, districts have been re-evaluating many areas, including substitute staffing. Devine ISD has experienced an ongoing shortage of substitute teachers, due in part to compensation that is lower than that of neighboring districts.

Administrative Consideration:

When substitute pay rates were increased during the budget process, there was an error on the rate sheet. This error would put a degreed sub earning more than a certified substitute on jobs greater than 4 weeks.

Budgetary Consideration:

See attached charts.

Supporting Documents:

Sub Pay Rate Schedule

Recommendation:

It is recommended that the Board approve the revised pay schedule for substitutes.

Respectfully Submitted by:

*Dawn Schneider
Director of HR and Info Mgmt*

Approved by:

*Dr. Todd Grandjean
Superintendent of Schools*

2026-2027 Devine ISD Substitute Rates

Non Degreed	\$90
Degreed	\$100
Certified Teacher	\$110
Same position after 5 consecutive days (non-degreed/degreed/certified)	+\$20/day
Certified long term same position > 4 weeks	\$175



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: July 20, 2026

Agenda Item: TASB Board of Directors Endorsement

Background Information:

The TASB Board of Directors actively promotes the purposes of the Association, oversees its fiscal affairs, and establishes Board policies. It has 43 members composed of the President, the President-Elect, the Immediate Past President, and members from the 20 TASB Regions, which follow the boundaries of the education service centers. These Directors are elected to staggered three-year terms, with the exception of the President-Elect, President, and Immediate Past President who serve one-year terms in each position.

Starting Monday, May 12, 2026, Active Member boards are invited to endorse a candidate for each available position in their Region. Endorsements must be received in the TASB Headquarters by Friday, August 1, 2026.

Candidates are board members who have been nominated by their local school boards for TASB Board positions which are vacant or have expiring terms.

Administrative Consideration:

If a majority of the Active Members of the Region endorses a candidate, that individual will be elected to the TASB Board. If at least 25 percent, but not a majority, endorse the candidate, that individual will be included on the official ballot at the TASB Delegate Assembly. The nomination from the individual's local school board is counted as an endorsement.

There are currently two positions in Region 20 that are up for election. There are five candidates running for position A and 1 candidate running for position B. Friesenhahn is the incumbent and is seeking reelection for position A.

Budgetary Consideration:

None.

Supporting Documents:

Biography for candidates
Endorsement form

Recommendation:

Endorse a candidate for the open positions.

Respectfully Submitted by:



Todd Grandjean
Superintendent of Schools

TASB Director Candidates

*Indicates Large District Director Positions

(I) Incumbents

<u>REGION/POSITION</u>	<u>DIRECTOR</u>	<u>DISTRICT</u>	<u>TERM</u>
Region 2	Kristi Littleton (I)	Port Aransas ISD	2026–2028
Region 4, Position A	Marques Holmes (I)	Humble ISD	2026–2027
Region 4, Position B	Winford Adams, Jr.	Spring ISD	2026–2029
	Ann Williams	Alief ISD	
Region 4, Position G*	Shirley Rose-Gilliam	Fort Bend ISD	2026–2029
Region 6, Position B*	Vacant	Conroe ISD	2026–2028
Region 8	Thomas Darden (I)	Cooper ISD	2026–2029
Region 10, Position D	Nichole Bentley	Coppell ISD	2026–2029
	Marvin Bobo	Lovejoy ISD	
	Cyndi Darland	Princeton ISD	
	DeAndrea Fleming	DeSoto ISD	
	Lee Guidry	Italy ISD	
	Harvey Oaxaca	McKinney ISD	
	Jessica Ward	Midlothian ISD	
	Denishea Williams	Cedar Hill ISD	
Region 10, Position E*	Dynette Davis (I)	Frisco ISD	2026–2029
Region 11, Position C	Justin Chapa (I)	Arlington ISD	2026–2029
Region 13, Position B	Ana Cortez	Manor ISD	2026–2029
	Stephen Mackey (I)	Blanco ISD	
	Ed Navarette	Florence ISD	
Region 14	Cameron Wiley	Wylie ISD-Taylor County	2026–2029
Region 15	Ami Mizell-Flint	San Angelo ISD	2026–2029
	Tim Wilson	Brownwood ISD	
Region 20, Position A	Florinda Bernal	Southwest ISD	2026–2029
	Ginger Friesenhahn (I)	East Central ISD	
	Jaclyn Gonzales	Uvalde CISD	
	Louie Luna	Harlandale ISD	
	Mary Belle Unger-Robles	Southside ISD	
Region 20, Position B*	Karla Duran	Northside ISD-Bexar County	2026–2029



TASB ENDORSEMENT FORM

DATE: _____

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

*****Board action must be taken no earlier than June 26, 2026, and no later than August 21, 2026*****

This endorsement was approved by our school district's board of trustees at a duly called meeting on

(Date)

Best regards,

(Signature of board president or officer)

PRINTED NAME: _____

SCHOOL DISTRICT: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

Must be received by TASB on or before AUGUST 21, 2026.

RETURN TO: E-mail: boardcommunications@tasb.org

Director Nominations FAQ

Get answers to frequently asked questions about the TASB Board of Directors, the Delegate Assembly, and how to nominate an individual to a position on the TASB Board.



FAQ | ☆ [Save to Favorites](#)

Who elects the TASB Board of Directors?



The general governing body of TASB is the Delegate Assembly, which meets each fall on the Saturday of the TASA | TASB Convention. One of the responsibilities of the Assembly is to elect the TASB Board of Directors (TASB Board).

Who makes up the Delegate Assembly?



Each Active Member is eligible to designate a Delegate and Alternate from the local board to represent the board's interests at the Delegate Assembly. Either the Delegate or the Alternate, whichever is present on the floor, is the Active Member's voting representative. Members of the TASB Board and the four Grassroots Regional Advisors on the TASB Legislative Committee also are voting representatives on the Assembly floor by virtue of their positions.

What is an Active Member of TASB?



Active Members are local public school boards and education service center boards that have paid current annual dues.

What is the composition of the TASB Board?

The 43-member TASB Board is composed of the President, the President-Elect, the Immediate Past President, and members from the 20 TASB Regions, which follow the boundaries of the education service centers. These Directors are elected to staggered three-year terms, with the exception of the President-Elect, President, and Immediate Past President who serve one-year terms in each position. An education service center representative also is a member of the TASB Board, serving as a voting *ex officio* member.

What are the responsibilities of the TASB Board?

The TASB Board actively promotes the purposes of the Association, oversees its fiscal affairs, and establishes Board policies.

How are TASB Board positions determined, and why do some TASB Regions have more than one representative?

Representation on the TASB Board is determined by state average daily attendance (ADA). Calculations to determine Board positions are completed each April with ADA data furnished by the Texas Education Agency. The TASB Board has two types of positions: large district and regional.

a. Large District Members — An Active Member with at least 1.25 percent of the total state ADA is entitled to a large district position on the TASB Board). No more than 14 Active Members shall be entitled to a large district Director position. Currently, 10 districts qualify as large district members: Austin ISD, Conroe ISD, Cypress-Fairbanks ISD, Dallas ISD, Fort Bend ISD, Fort Worth ISD, Frisco ISD, Houston ISD, Katy ISD, and Northside ISD-Bexar County.

b. Regional Members — Each of the 20 TASB Regions have a regional member on the TASB Board. However, a TASB Region will gain another position for each 4.25 percent, or fraction thereof, of the total state ADA after subtracting the ADA of each large district member. An Association Region shall be entitled to no more than three Regional Director positions.

Does a TASB Director have to be a member of a local school board?

Yes, Directors of the TASB Board must be a member of a local school board that is an Active Member of TASB. Except in the case of the President and the Immediate Past President, a Director of the TASB Board who ceases to be a local school board member automatically vacates his or her position on the TASB Board. The TASB President must be a member of a local board at the time of succession to the office.

How do districts know when to nominate an individual for a position on the TASB Board?

On or before March 3, each Active Member will be notified that a vacancy or expiring term exists for a position in the Active Member's TASB Region. This information also will be posted on the TASB website.

How does an Active Member nominate an individual?

Active Members have until May 9 to place the name of a local board member in nomination for a position. A nomination is accepted when the following completed [nominations forms](#), provided by the Association, are received by TASB:

- (1) Form A, Active Member's Nomination and Willingness to Serve form

The candidate must have served at least 18 months, in the aggregate, on the local board by December 31, 2025.

- (2) Form B, Candidate's Biographical Sketch

- (3) Form C, Candidate's Questionnaire

The nomination requires local board action, and Form A must be signed by the board president or other board officer and include the date of board action and the candidate.

Once these materials are received, the board president, candidate, and superintendent will receive an e-mail acknowledging the candidacy.

Can an Active Member nominate more than one individual for a position?

No.

Can an individual be a candidate for more than one position?

No.

What is the endorsement period, and how does an Active Member endorse a nominated individual?

The endorsement period is open May 12–August 1 and is an opportunity for local boards in a region to support, or even elect, a candidate nominated to the TASB Board.

During the endorsement period, an Active Member may endorse the candidacy of a nominated individual from another board within their TASB Region. Active Members must use Form D, Endorsement Form, provided by the Association.

It is important to note that TASB Bylaws require local board action for endorsements. Also, the **Nominations Committee cannot accept endorsements acted on before May 12** or those not on the form provided by the Association (Form D, Endorsement Form). Completed endorsement forms must be received by TASB on or before August 1.

If a majority of Active Members in an Association Region endorse the same candidate, that candidate is elected to the TASB Board and will take office at the completion of the final official session of the TASA | TASB Convention. If more than 25 percent of Active Members in a Region endorses the same candidate, that candidate will be placed on the slate of nominees presented to the Delegate Assembly.

How can candidates contact Active Members in their TASB Regions for endorsements?

Upon request, TASB will provide a mailing list to candidates.

How are vacancies on the TASB Board filled throughout the year?

The TASB Board can fill vacancies that occur during the year. Each Active Member within the affected Region will be notified about the vacancy and the process for nominations. The Nominations Committee will interview all candidates and make a recommendation to the TASB Board. The TASB Board will elect an individual to fill the vacancy until the next Delegate Assembly.

What is the TASB Nominations Committee, and what is the committee's role in the Delegate Assembly election process?

The TASB Nominations Committee is composed of Directors on the TASB Board. Eleven committee members and nine alternates are elected by the Board annually. In the election of the committee, the Board considers school district size, geographic location, and wealth per student.

The Nominations Committee meets prior to the Delegate Assembly to interview nominated individuals in Director races that have not been elected by endorsement by the Regions. The Committee prepares a slate of Director nominees by selecting a candidate for each open position.

If a Director candidate has received endorsements from a majority of the Active Members in the TASB Region, that individual is automatically elected to the position and will take office after the final Convention session in the year elected.

If no Director candidate has received a majority of the endorsements, the slate of nominees will include the committee's nominees and also will list any nominated individuals who have received endorsements from at least 25 percent, but less than a majority, of the Active Members within their TASB Region.

Who pays the nominated individual's expenses incurred in attending the interview with the Nominations Committee?

The candidate's local board typically pays. This is not a TASB expense.

Can someone still run for TASB Director if he or she is not chosen by the Nominations Committee and has not received endorsements from at least 25 percent of the Active Members?



Yes. Even if a candidate was not selected as a nominee by the Nominations Committee or did not receive at least 25 percent of the endorsements from their region, they may still run for a Director position on the TASB Board through the delegate nomination process.

A delegate nomination may be made by the candidate's Delegate, provided the following conditions are met: (a) the candidate's completed nomination materials had been submitted to TASB Headquarters by May 9, (b) the candidate interviewed with the Nominations Committee, and (c) the candidate's intent and consent to run for the position by this alternate means is received in TASB Headquarters at least five days before the annual Delegate Assembly.

When are Active Members notified of the official slate of Director and Officer nominees?



The nominations slate of nominees is sent to all Active Members as soon as feasible after the August 16, 2025 Director candidate interviews and prior to Delegate Assembly.

Officer nominees are selected by the TASB Board at the Summer Board Meeting.

What happens if a nominee is unable to serve?



The Nominations Committee, at the call of its chair, will select an alternate Director nominee; and the TASB Board, at the call of its President, will select an alternate Officer nominee. Active Members and their Delegates will be notified of the amended report of the Nominations Committee as soon as feasible, but no later than the opening of the Delegate Assembly.

Can candidates in contested races campaign for Delegate votes?

Yes, within certain limits, candidates in contested races can campaign for Delegate votes.

- a. Distribution of Materials** — A candidate can distribute a biographical document on a single sheet of paper no larger than 8-1/2 inches by 14 inches by placing the document on the tables in the caucus meeting rooms organized by the Board before the start of the meeting and/or the tables in the Delegate Assembly hall before the start of the Assembly. No buttons or other forms of campaign paraphernalia will be distributed or worn by individuals in these caucus meetings or in the Assembly hall.
- b. Solicitation of Votes** — No campaigning or solicitation for votes from Delegates will be allowed in the caucus meetings organized by the Board or in the Delegate Assembly hall.
- c. Campaigning at the Delegate Assembly itself** — Aside from distributing a one-page biographical flier, candidates are prohibited from soliciting votes from Delegates outside of the Assembly hall, at the entrance to the hall, or on the floor of the Assembly.

Will the nominated individuals be allowed to speak on behalf of their candidacy at the Delegate Assembly?

Yes, speeches are allowed in contested races, and each nominee is given three minutes, in accordance with the standing rules adopted by the Assembly. Contested nominees speak in alphabetical order for each position; however, the recommended nominee speaks last.

At the Delegate Assembly, do Delegates cast their vote for all positions or just those within their TASB Region?

All Delegates of the Assembly may cast a vote in each contested position.

How are votes cast, tallied, and reported?

Voting is done by electronic keypads. The Teller Committee supervises the voting and certifies the accuracy of the counts. The Teller Committee Chair reports the results to the Assembly.

How is the Teller Committee selected?



The TASB President appoints Delegates to serve on the Delegate Assembly Teller Committee. A Delegate from an Active Member that has a nominee on the slate is ineligible to serve on the Teller Committee.

How are the winners determined?



The nominee receiving the majority of the votes of the Delegates present and voting shall be elected. If no nominee receives a majority, a runoff election shall be conducted between the two nominees receiving the greater number of votes, and the election shall be repeated for that position as many times as necessary to obtain a majority.

When do the terms of newly elected Directors and Officers begin?



The newly elected Directors and Officers (including those Directors elected by endorsement within their regions) begin serving their terms at the end of the final official session of the Convention.

When does the TASB Board meet?



The TASB Board meets four times a year (December, spring, summer, and Convention).

Who pays the Director expenses to attend meetings?



In accordance with TASB Board Policy, TASB will reimburse Directors for the following expenses:

1. Expenses incurred while attending the regular December, Spring, and Summer TASB Board Meetings.
2. Transportation expenses and three nights' lodging expenses incurred by Directors attending the regular Convention Board Meeting held in conjunction with the TASA | TASB Convention.
3. Expenses incurred while attending any other meetings of the TASB Board or standing committees.

Whom do I contact for more information?



Contact Lysa Hoelscher (800-580-8272, ext. 2976) at TASB or email boardcommunications@tasb.org.



TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE: _____
NAME: Florinda Bernal

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

BUSINESS PHONE: _____ RESIDENCE PHONE: _____

CELL PHONE: _____ FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL: _____

SCHOOL DISTRICT: Southwest ISD

LOCAL TERM EXPIRES: 2027 YEARS ON BOARD: 20
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?
YES ☒ NO ☐

BOARD POSITIONS HELD (including dates):

Secretary since 2021

OCCUPATION:

Homemaker

CURRENT EMPLOYER:

DATES:

EDUCATION-HIGH SCHOOL:

COLLEGE: McCollum High School

1981

OTHER EDUCATION:

DEGREES:

HOBBIES/SPECIAL INTERESTS:

Cooking & Gardening

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates):

ADDITIONAL COMMENTS:

Florinda Bernal
Southwest ISD Board Trustee, Secretary
Biography

Florinda Bernal, a dedicated advocate for children in the Southwest ISD community, has served on the Board of Trustees since 2006. She currently serves as Secretary. Mrs. Bernal achieved the designation of "Master Trustee" upon graduating from the Leadership TASB program in 2023 and is an active member of the LTASB Alumni Association. She currently serves on various committees, including Growth and Planning, District Improvement Team, School Health Advisory, Curriculum & Instruction, and Facilities & Maintenance.

Throughout her tenure on the Board, she has proudly represented the Southwest ISD Education Foundation since its inception in 2007. Mrs. Bernal has diligently served as the SWISD Delegate for the Texas Association of School Boards (TASB) since 2008. She has been a longstanding member of the Legislative Advisory Council (LAC), stemming from the local Region 20 Grassroots meetings. She maintains active membership in the Bexar County School Board Coalition, National School Boards Association (NSBA), Mexican American School Boards Association (MASBA), where she serves on the Board of Directors, and the National Association of Latino Elected Officials (NALEO).

During her time on the Board, the SWISD Board of Trustees was named TASB Region 20 Board of the Year in 2012 and 2017. In addition, they were also named the Mexican American School Boards Association Outstanding District Board in 2023.

In addition to her board commitments, Bernal served as Treasurer of the Southwest Athletic Booster Club for two years, as President for one year, and was honored as a Lifetime Member in 2006. Her community involvement includes participating in the SAPD Blue Santa Program for over 30 years and contributing to fundraising efforts for the annual Relay For Life event.





TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE: May 28, 2026

NAME: Ginger Friesenhahn

MAILING ADDRESS: [REDACTED]

CITY: [REDACTED] ZIP: [REDACTED]

BUSINESS PHONE: [REDACTED] RESIDENCE PHONE: _____

CELL PHONE: [REDACTED] FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL: [REDACTED]

SCHOOL DISTRICT: East Central ISD

LOCAL TERM EXPIRES: November/2026 YEARS ON BOARD: 4 1/2

(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

YES X NO _____

BOARD POSITIONS HELD (including dates): NONE

OCCUPATION: Child care teacher/assistant director

CURRENT EMPLOYER: Kid Kountry Early Learning Center DATES: August 1991- present

EDUCATION-HIGH SCHOOL: East Central HS COLLEGE: Early childhood education/director

OTHER EDUCATION: DEGREES:

HOBBIES/SPECIAL INTERESTS: Softball/Softball coach/horseback riding

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates):

- **Trustee, East Central Independent School District (2021–Present)**
- **Board of Directors, Texas Association of School Boards (TASB), Region 20 Representative (2024–Present)**
- **Leadership TASB Class of 2026 Participant**
- **Chair, East Central ISD Policy Committee (2025–Present)**
- **Election Official/Presiding Judge, Bexar County Elections (2020–Present)**
- **Assistant Director, Kid Kountry Early Learning Center (2024–Present)**
- **Former President, Youth Softball Organization Board (2011–2023)**
- **San Antonio Stock Show & Rodeo Frontier Club Committee Member (2021–Present)**

Ginger Friesenhahn serves as a Trustee for East Central ISD and represents Region 20 on the Texas Association of School Boards (TASB) Board of Directors. Appointed to the East Central ISD Board in 2021, she is committed to student achievement, effective governance, and community engagement.

Professionally, Ginger serves as Assistant Director of Kid Kountry Early Learning Center, a family-owned childcare center that has served the community since 1985. She has dedicated her career to early childhood education since 1991.

In addition to her school board service, Ginger is an Election Presiding Judge for Bexar County, a member of the San Antonio Stock Show & Rodeo Frontier Club Committee, and a participant in Leadership TASB Class of 2026. She is passionate about public education, servant leadership, and building relationships that support students, families, and communities across Texas.





TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE: June 17, 2026

NAME: Jaclyn Gonzales

MAILING ADDRESS: [REDACTED]

CITY: [REDACTED]

ZIP: [REDACTED]

BUSINESS PHONE: _____ RESIDENCE PHONE: _____

CELL PHONE: [REDACTED] FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL: [REDACTED]

SCHOOL DISTRICT: Uvalde CISD

LOCAL TERM EXPIRES: May 2028

YEARS ON BOARD: 2

(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

YES xx NO _____

BOARD POSITIONS HELD (including dates): Designated to Review Payables, 2024-2026,
Vice President May 2026

OCCUPATION: Licensed Professional Counselor, Instructor

CURRENT EMPLOYER: Contract Employee/ SWTXC

DATES: 2018-2026/ 2023-2026

EDUCATION-HIGH SCHOOL: Uvalde High School

COLLEGE: UTSA/Sul Ross State University MRG

OTHER EDUCATION: Licensed by the State

DEGREES: BA Communications/ MEd.Counseling, LPC

HOBBIES/SPECIAL INTERESTS: Hiking, running, swimming, reading

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates): Relay For Life: 23-26

St Henry De Osso Family Project: Board Member 20-25, Vice President-22-23, President 23-25

Sacred Heart Catholic Church Festival: Committee Chair 14-25,

ADDITIONAL

COMMENTS:

Christmas at the College: Committee Chair 2014-2025

Friends and Alumni Network: President's Gala, Committee Chair 2014-2026



Jaclyn J. Gonzales is an educator, counselor, community advocate, and elected school board trustee whose career has been centered on service, leadership, and strengthening educational communities through integrity, accountability, and compassion.

Her commitment to serving others began while attending Sul Ross State University Rio Grande College and working at Southwest Texas Junior College, where she served as a Financial Aid Advisor, College Advisor, and Career Advisor. Through these roles, she discovered a passion for helping students and families navigate educational opportunities and overcome barriers to success.

Motivated by a desire to further support individuals and families, Jaclyn earned a master's degree in counseling and embarked on a career dedicated to advocacy, therapeutic intervention, and student support. Over the years, she has served in nursing homes, private practice settings, migrant education programs, Uvalde CISD, and alternative education programs, working with diverse populations and helping students, families, and communities address challenges and achieve meaningful outcomes.

Beyond her professional work, Jaclyn has devoted countless hours to volunteer service. She volunteered as a counselor with the St. Henry de Osso Family Project and has remained actively involved at Sacred Heart Catholic Church, serving as a sacristan, lector, and Co-Chair of the parish festival committee for seven years. Her dedication to faith-based service has provided opportunities to build relationships, strengthen community connections, and support initiatives that bring people together.

Following the tragedy of May 24, 2022, Jaclyn felt called to serve her community in a new capacity. Motivated by a deep commitment to students, educators, families, and community healing, she sought public office and was elected to serve on the Uvalde CISD Board of Trustees. Through her board service, she has advocated for transparency, accountability, effective governance, and student-centered decision making. While the work has often been challenging and emotionally demanding, she remains committed to fostering trust, listening to stakeholders, and focusing on solutions that support educational excellence.

Throughout her service, Jaclyn has worked alongside community members to support healing and unity through remembrance ceremonies, educational initiatives, town halls, and community engagement events. She has served as Chair of Christmas at the College in Uvalde activities, assisted with launching Kids College programming, and organized

community conversations designed to encourage dialogue, connection, and collaboration. She believes that strong communities are built through service, communication, and a shared commitment to supporting one another.

Today, Jaclyn serves migrant students across multiple school districts by conducting educational evaluations and supporting student services. She also teaches Lifespan Growth and Development, helping prepare future professionals for careers dedicated to serving others.

Known for her perseverance, faith-driven leadership, and commitment to ethical governance, Jaclyn believes that leadership is rooted in service. Whether serving as an educator, counselor, volunteer, trustee, instructor, or advocate, she remains dedicated to strengthening educational opportunities, supporting children and families, and helping communities grow through collaboration, accountability, and compassion.



TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE:

NAME: Louie G. Luna

MAILING ADDRESS:

CITY:

ZIP:

BUSINESS PHONE:

RESIDENCE PHONE:

CELL PHONE:

FAX NUMBER (if applicable):

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL:

SCHOOL DISTRICT: Harlandale ISD

LOCAL TERM EXPIRES: 11/2029

YEARS ON BOARD: 5

(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

YES ☒ NO ☐

BOARD POSITIONS HELD (including dates): Vice President, June 2023-2024

OCCUPATION: Retired Teacher

CURRENT EMPLOYER: N/A

DATES: 1987 - BBA, 2005-M.Ed.

EDUCATION-HIGH SCHOOL: Alamo Heights HS

COLLEGE: UT-San Antonio

OTHER EDUCATION:

DEGREES: BBA - Business Ad. Marketing Concentration

HOBBIES/SPECIAL INTERESTS: Certified Tour Guide; Tejano Music

Masters Education - Bilingual/Bicultural Studies

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates):

San Antonio Professional Tour Guide Association 1998-2021

Our Lady of Angels Catholic Church - Finance Committee, Member

ADDITIONAL COMMENTS:

I'm a great, leader and mentor for my students and community.

Please attach a short bio and include a current picture in jpeg format.

v. 2/2026



HARLANDALE
INDEPENDENT SCHOOL DISTRICT

Louie G. Luna

Vice President, District 3

Louie G. Luna is a dedicated public servant with deep roots in the Harlandale community. A retired educator with 32 years of service in Harlandale ISD, Mr. Luna holds a lifetime certification in Elementary Bilingual Education (PK–6) and remains deeply committed to advancing public education.

Since his election to the Harlandale ISD Board of Trustees in May 2021, Mr. Luna has served with purpose and integrity. He currently holds the position of School Board for District 3 and draws on decades of experience in the classroom and in leadership roles to guide every decision he makes. In addition to his role on the Board, he is an active member of the Finance Committee at Our Lady of Angels Catholic Church.

Mr. Luna's values — *Leader, Advocate, Educator* — continue to guide his service. He leads by participating in budget discussions, policy analysis and District planning. He advocates not only for students, but also for the broader community, including local businesses and civic interests. As a certified educator, he remains focused on academic success, supporting curriculum improvements and monitoring student outcomes to ensure all students have access to quality education.

Motivated by a desire to create better opportunities for Harlandale students and staff, Mr. Luna remains committed to using his experience and voice to move the District forward.

--





TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE: May 27, 2026
NAME: Mary Belle Unger-Robles
MAILING ADDRESS: [REDACTED]
CITY: [REDACTED] ZIP: [REDACTED]
BUSINESS PHONE: [REDACTED] RESIDENCE PHONE: [REDACTED]
CELL PHONE: [REDACTED] FAX NUMBER (if applicable): [REDACTED]

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL: [REDACTED]

SCHOOL DISTRICT: Southside ISD
LOCAL TERM EXPIRES: 05/28 YEARS ON BOARD: 4
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

YES NO

BOARD POSITIONS HELD (including dates): Secretary

OCCUPATION: Retired Teacher

CURRENT EMPLOYER: None DATES:

EDUCATION-HIGH SCHOOL: Southside High School COLLEGE: Texas State

OTHER EDUCATION: DEGREES: BAAS

HOBBIES/SPECIAL INTERESTS: Sewing and Reading

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates):

None

ADDITIONAL

COMMENTS:

I am a member of the Bexar County School Board Coalition. This group promotes

reading throughout Region 20 with discussion on issues affecting the school districts in

Bexar County.

My name is Mary Belle Unger-Robles and I have been married to my husband [REDACTED] for 18 years. We have a blended family of 4 children, 13 grandchildren and 8 great grandchildren. My husband and I enjoy traveling and sports. We are fans of our great grandchildren baseball team, the Spurs and Texans. In my spare time I sew quilt tops and other projects as well as reading. I have a wide range of employment history but, teaching has been the most rewarding.



**TASB**

TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

DATE:

NAME: Karla DuranMAILING ADDRESS: [REDACTED]CITY: [REDACTED] ZIP: [REDACTED]BUSINESS PHONE: [REDACTED] RESIDENCE PHONE: [REDACTED]CELL PHONE: [REDACTED] FAX NUMBER (if applicable): [REDACTED]

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL: [REDACTED]SCHOOL DISTRICT: NISDLOCAL TERM EXPIRES: 05/27 YEARS ON BOARD: 3
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

YES ☒ NO ☐BOARD POSITIONS HELD (including dates): President 2025-2026OCCUPATION: ProfessorCURRENT EMPLOYER: Alamo CollegesDATES: BBA MBA, PhDEDUCATION-HIGH SCHOOL: James Bowie HSCOLLEGE: Our Lady of the Lake Univ.OTHER EDUCATION: Univ. of Granada, Spain DEGREES: Master's

HOBBIES/SPECIAL INTERESTS:

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates):

ADDITIONAL COMMENTS:

Please attach a short bio and include a current picture in jpeg format.

Dr. Karla Duran

Secretary



First elected: 2023

Current term: 2023-2027

Dr. Duran was elected in 2023 to the NISD Board and currently serves as President of the NISD Board. Dr. Karla Duran, a dedicated bilingual and biliterate educator, professor, and servant leader in San Antonio, has enriched the academic landscape for over 25 years.

With a Dual M.B.A. in International Business and Management, and a Ph.D. in Organizational Leadership, Dr. Duran's academic journey is continuous as she is always seeking ways to continue to learn. She is currently learning about Artificial Intelligence and new digital tools that can be used in the classroom.

Dr. Duran is also a proud alumni of the Texas Tech University School of Education Inaugural Cohort for Educational Leadership Fellowship. Her research sheds light on the digital divide in technology and internet access, particularly impacting rural communities.

Dr. Duran is also an alumni of the Teacher Consortium for teaching East Asian studies, a Columbia University, New York & Trinity University partnership. Dr. Duran's commitment to education extends beyond borders, having studied abroad to enhance her expertise in Spanish Language & Culture from the University of Granada in Spain, all in Spanish.

At NISD, Dr. Duran has been a teacher, informal administrative intern, department coordinator, and proud graduate of the Northside Leadership Academy. Dr. Duran has also served on the NISD Bond committees, Northside Communication Network Committee, and was elected Vice President of the Northside Educational Improvement Council.

Duran has also worked in other school districts in San Antonio in various leadership roles that have provided a solid educational foundation and understanding of private, charter and public schools in general.

Proud of her heritage and the values instilled by her "abuelitos" (her grandparents), Dr. Duran continues to share her story, aiming to connect with others through shared experiences. Juntos Podemos Mas! Together we can achieve more.





Devine Independent School District Board of Trustees Agenda Document

Meeting Date: July 20, 2026

Agenda Item: Required Professional Development Plan

Background Information:

A board shall annually review the SBEC continuing education and training clearinghouse published under Education Code 21.4514 and adopt a professional development policy that must: 1. Be guided by the recommendations for training in the clearinghouse; 2. Note any differences in the policy adopted by the district or school from the recommendations in the clearinghouse; and 3. Include a schedule of all training required for educators or other school personnel at the district or school. To the extent of any conflict, a frequency requirement for the completion of training provided by statute prevails over a frequency requirement for that training included in the professional development policy. Education Code 21.4515(a), (b)

Administrative Consideration:

Devine ISD has already been implementing these trainings for staff. The current Academic calendar has been looked at by administration and the Superintendent to determine the best possible time periods for professional development. Devine ISD will continue to use online training in many of the areas required.

Budgetary Consideration:

None

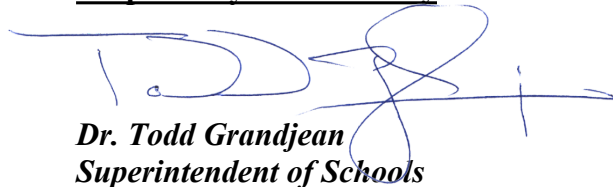
Supporting Documents:

Professional Development Plan by Devine ISD

Recommendation:

It is recommended that the Board approve the Devine ISD Professional Development Plan

Respectfully Submitted by:



Dr. Todd Grandjean
Superintendent of Schools

Devine ISD - Professional Development Plan 2026-2027

Topics Outlined in SB 1267	Statutory Provisions	Required Trainings with Embedded Best Practices	Required Personnel	Recommended Frequency
1. Suicide Prevention	21.451(d)(3)(A) and (d-1)(1)(A) for the frequency and population, and (d-2) for the program/content 21.451(d-1)(1)(B) and 38.351 states that training programs are to be developed by the agency in coordination with the Health and Human Services Commission and Education Service Centers 38.351(h) states school districts to provide suicide prevention training (minus elementary campuses if sufficient funding not available) 21.451(d-1)(2) states that the training may include two or more topics listed together	Youth Suicide: Awareness, Prevention and Postvention Vector Training, K-12 Edition	School counselors, teachers, nurses, administrators, and other staff as well as law enforcement officers and social workers who regularly interact with students.	Annually
2. Strategies for establishing and maintaining positive relationships among students, including conflict resolution	21.451(d)(3)(B) and (d-1)(1)(A) for the frequency and population and (B) for the program/content 38.351 states that training programs are to be developed by the agency in coordination with the Health and Human Services Commission and Education Service Centers 21.451(d-1)(2) states that the training may include two or more topics listed together	Conflict Management: Student-to-Student Vector Training, K-12 Edition	Teachers, school counselors, principals, and all other appropriate personnel.	Annually

Topics Outlined in SB 1267	Statutory Provisions	Required Trainings with Embedded Best Practices	Required Personnel	Recommended Frequency
3. Preventing, identifying, responding to, and reporting incidents of bullying	21.451(d)(3)(C) and (d-1)(1)(A) for the frequency and population and (B) for the program/content 38.351 states that training programs are to be developed by the agency in coordination with the Health and Human Services Commission and Education Service Centers 21.451(d-1)(2) states that the training may include two or more topics listed together	Bullying: Recognition & Response Vector Training, K-12 Edition Cyberbullying Vector Training, K-12 Edition	Teachers, school counselors, principals, and all other appropriate personnel.	Annually
4. Safety training program	33.202(b) for the frequency and population and (c) for the certification of participants and the content. (a) requires the UIL to develop the program	UIL Safety Training - Dr. Grandjean or Athletic Director	Coaches, trainers, sponsors for an extracurricular activity, director responsible for school marching band.	Annually To be Scheduled in August
5. Increasing awareness of issues regarding sexual abuse, sex trafficking, and other maltreatment of children	38.0041(c)(1)(A) for the frequency and (B) population. (2) for the program/content 38.0041(a) requires each district and charter school to adopt a policy to be included in the district improvement plan and (b)(1) requires that policy to include methods using resources developed by the agency under 38.004. 38.004 states that the agency shall develop and update a child abuse training program.	Human Trafficking Awareness Vector Training, K-12 Edition	All employees Part of new employee orientation.	Annually

Topics Outlined in SB 1267	Statutory Provisions	Required Trainings with Embedded Best Practices	Required Personnel	Recommended Frequency
6. Increasing awareness and implementation of trauma-informed care	38.036(c)(1)(B) and (C) for frequency, and 38.036(d) for population 38.036(c)(1) and 38.351 state that training programs are to be developed by the agency in coordination with the Health and Human Services Commission and Education Service Centers	Trauma-Informed Practices Vector Training, K-12 Edition Mental Health First Aid Project Restore – TEA - https://www.texasprojectrestore.org/	All staff in the school district.	Annually Every 3 years – Last completed in 2023-2024 for DISD. Due next in 2026-2027 Part of a professional learning community (PLC)
7. Administration of an epinephrine auto-injector	38.210(b)(1) and (2) for program content and format and (3) for frequency. - states that if a district or charter school or private school adopts a policy under 38.208(a), they are responsible for the training, and points to (c) which states that the Health and Human Services Commission, with advice from the Texas Dept of State Health Services appointed committee in 38.207 (38.202 role and composition of the committee) which states that they advise on the training required, must develop rules regarding maintenance and administration of epinephrine injectors, and that the rules must state the amount of training required for school personnel.	Epinephrine Auto Injector Training - Vector Training, K-12 Edition Nurse Wilson	School personnel and volunteers who are authorized and trained.	Annually

Additional training provided by Vector Schools:

AED

Bloodborne Pathogen Exposure Prevention

Child Abuse: Identification & Intervention

Child Abuse: Mandatory Reporting

Classroom Safety

Customer Service

Cyberbullying

Dating Violence: Identification and Prevention

FERPA: Confidentiality of Records

General Ethics in the Workplace

Health Emergencies: Diabetes Awareness, Life-Threatening Allergies, Seizures

Opioid Overdose Response Awareness

School Intruders

School Violence: Identifying & Addressing

Stop the Bleed

Self-Harm Awareness and Prevention

Sexual Harassment: Staff-to-Staff

Sexual Harassment: Student Issues & Response

Sexual Misconduct: Staff-to-Student

Student Mental Health: Awareness, Intervention and Referral

Texas Cybersecurity Awareness for Employees



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: July 20, 2026

Agenda Item: Set Teambuilding/EISO Training Date

Background Information:

To keep our Board current on training requirements, the Board should consider setting a date for Teambuilding training. This training will keep the Board in compliance with legal [BBD] and local policy.

We have joined the board training coop with Region 20 which will provide most of our board training

Administrative Consideration:

All current Board members are required to complete three hours of Team Building training each year. To receive credit for the training, all Board members and the Superintendent must be present. In addition, Evaluating and Improving Student Outcomes (EISO) training is required every other year. The EISO training is due this year and may be combined with the annual Team Building training.

Region 20 will host a Board training conference February 21–23 in Boerne, where Board members may complete the required Team Building/EISO training as well as other continuing education requirements. The Team Building/EISO session is scheduled for the evening of February 21.

If all Board members are unable to attend the February 21 session, the Board will need to select an alternate training date. Linda McAnelly is available to provide the required Team Building/EISO training at a mutually agreed-upon date.

Budgetary Consideration:

Board training costs are included in the budget.

Supporting Documents:

Overview of Continuing Education Requirements
BBD (Legal)

Recommendation:

Set teambuilding/EISO training date.

Respectfully Submitted by:



Todd Grandjean
Superintendent of Schools

TRAINING REQUIREMENTS FOR SCHOOL BOARD MEMBERS

Length of Service	Local District Orientation	Intro to TEC	Open Government ³	Cybersecurity	Post-Legislative Update to TEC	Child Abuse Prevention	Evaluating and Improving Student Outcomes (formerly SB 1566)	Team Building	Additional Continuing Education (based on assessed needs)
New Trustees (First Year) ~25 hrs	Local Orientation ² (within 120 days) 3 hrs	(within 120 days) 3 hrs	OMA ³ (within 90 days) 1-2 hrs PIA 1-2 hrs	~1 hr each year	N/A because update is incorporated into Intro to TEC	1 hr every two years	(within 120 days) 3 hrs² every two years	3 hrs² each year with all trustees and superintendent	10 hrs first year
Experienced Trustees (After First Year) 9-16 hrs¹	Can attend, but not required				Sufficient length ~1-2 hrs after each legislative session				5 hrs each year
Providers	School District	ESC	TASB or other registered provider	See Department of Information Resources website	TASB or other registered provider	TASB or other registered provider	TASB or other authorized provider	TASB or other registered provider	TASB or other registered provider ²¹⁶

Training Requirements Notes:

¹Required hours after the first year will vary depending on how the Post-Legislative Update, Child Abuse, and Student Achievement and Accountability hours fall for an individual trustee.

²Trustees may receive any training online **except** Local Orientation for new board members, Team Building, and Evaluating and Improving Student Outcomes.

³**OMA** and **PIA training** is required (outside of SBOE rule) of all elected officials within 90 days of election or appointment. PIA training may be delegated by district policy.

OMA: Open Meetings Act

TEC: Texas Education Code

PIA: Public Information Act

SBOE: State Board of Education



BOARD MEMBERS
TRAINING AND ORIENTATION

BBD
(LEGAL)

**Open Meetings Act
Training**

Not later than the 90th day after taking the oath of office, each board member shall complete training of not less than one and not more than two hours regarding the responsibilities of the board and its members under Government Code Chapter 551 (Open Meetings Act).

The attorney general may provide the training and may also approve other acceptable sources of training.

The board shall maintain and make available for public inspection the record of its members' completion of the training. The failure of one or more members of the board to complete the training does not affect the validity of an action taken by the board.

Gov't Code 551.005

**Public Information
Act Training**

Not later than the 90th day after taking the oath of office, each board member shall complete training of not less than one and not more than two hours regarding the responsibilities of the board and its officers and employees under Government Code Chapter 552 (Public Information Act [PIA]). A board member may designate a public information coordinator to satisfy the training for the board member if the public information coordinator is primarily responsible for administering the responsibilities of the board member or board under the PIA. The attorney general may require a board member to complete the course of training if the attorney general determines that the district has failed to comply with a requirement of the PIA. *Gov't Code 552.012(b), (b-1), (c)* [See GBAA regarding public information coordinator training.]

**SBOE-Required
Training**

A trustee must complete any training required by the State Board of Education (SBOE). *Education Code 11.159*

The SBOE's framework for school board development [see BBD(EXHIBIT)] shall be distributed annually by the board president to all current board members and the superintendent. All board trainings and continuing education under 19 Administrative Code 61.1 shall comply with state law. *19 TAC 61.1(a)*

The continuing education required under Education Code 11.159 applies to each member of the board. To the extent possible, an entire board shall participate in continuing education programs together. *19 TAC 61.1(b), (j)*

No continuing education shall take place during a board meeting unless that meeting is called expressly for the delivery of board member continuing education. Continuing education may take place prior to or after a legally called board meeting in accordance with Government Code 551.001(4) (definition of "meeting"). *19 TAC 61.1(f)*

BOARD MEMBERS
TRAINING AND ORIENTATION

BBD
(LEGAL)

An education service center (ESC) board member continuing education program shall be open to any interested person, including a current or prospective board member. A district is not responsible for any costs associated with individuals who are not current board members. *19 TAC 61.1(g)*

Annually, the SBOE shall commend those local board-superintendent teams that complete at least eight hours of the continuing education specified at Team Building and Additional Continuing Education, below, as an entire board-superintendent team.

Annually, the SBOE shall commend local board-superintendent teams that effectively implement the commissioner of education's trustee improvement and evaluation tool developed under Education Code 11.182 [see BG], or any other tool approved by the commissioner.

19 TAC 61.1(l), (m)

Verification

For each training described below, the provider of continuing education shall provide verification of completion of board member continuing education to the individual participant and to the participant's school district. The verification must include the provider's authorization or registration number. *19 TAC 61.1(i)*

Reporting

At the last regular board meeting before an election of trustees, the board president shall announce the name of each board member who has completed the required continuing education, who has exceeded the required hours of continuing education, and who is deficient in meeting the required continuing education as of the anniversary of the date of each board member's election or appointment to the board or two-year anniversary of his or her previous training, as applicable. The announcement shall state that completing the required continuing education is a basic obligation and expectation of any board member under SBOE rule. The minutes of the last regular board meeting held before an election of trustees must reflect whether each trustee has met or is deficient in meeting the training required for the trustee as of the first anniversary of the date of the trustee's election or appointment or two-year anniversary of his or her previous training, as applicable. The president shall cause the minutes to reflect the announcement and, if the minutes reflect that a trustee is deficient in training as of the anniversary of his or her joining the board, the district shall post the minutes on the district's internet website within 10 business days of the meeting and maintain the posting until the trustee meets the requirements. *19 TAC 61.1(k); Education Code 11.159(b)*

Local District
Orientation

Each board member shall complete a local district orientation session. The purpose of the local orientation is to familiarize new

BOARD MEMBERS
TRAINING AND ORIENTATION

BBD
(LEGAL)

board members with local board policies and procedures and district goals and priorities.

A candidate for school board may complete the training up to one year before he or she is elected or appointed. A newly elected or appointed board member who did not complete this training in the year preceding his or her election or appointment must complete the training within 120 calendar days after election or appointment.

The orientation shall:

1. Be at least three hours in length.
2. Address local district practices in the following, in addition to topics chosen by the local district:
 - a. Curriculum and instruction;
 - b. Business and finance operations;
 - c. District operations;
 - d. Superintendent evaluation; and
 - e. Board member roles and responsibilities.

Each board member should be made aware of the continuing education requirements of 19 Administrative Code 61.1 and those of the following:

1. Open meetings act in Government Code 551.005 [see Open Meetings Act Training above];
2. Public information act in Government Code 552.012 [see Public Information Act Training above]; and
3. Cybersecurity in Government Code 2054.5191 [see CQB].

The orientation shall be open to any board member who chooses to attend.

19 TAC 61.1(b)(1)

Education Code
Orientation

Each board member shall complete a basic orientation to the Education Code and relevant legal obligations. The orientation shall have special, but not exclusive, emphasis on statutory provisions related to governing Texas school districts.

A candidate for school board may complete the training up to one year before he or she is elected or appointed. A newly elected or appointed board member who did not complete this training in the year preceding his or her election or appointment must complete the training within 120 calendar days after election or appointment.

BOARD MEMBERS
TRAINING AND ORIENTATION

BBD
(LEGAL)

The orientation shall be at least three hours in length. Topics shall include, but not be limited to, Education Code Chapter 26 (Parental Rights and Responsibilities) and Education Code 28.004 (Local School Health Advisory Council and Health Education Instruction).

The orientation shall:

1. Be provided by an ESC.
2. Be open to any board member who chooses to attend.

The continuing education may be fulfilled through online instruction, provided that the training incorporates interactive activities that assess learning and provide feedback to the learner and offers an opportunity for interaction with the instructor.

19 TAC 61.1(b)(2)

Legislative Update

After each session of the Texas Legislature, including each regular session and called session related to education, each board member shall complete an update to the basic orientation to the Education Code.

The update session shall be of sufficient length to familiarize board members with major changes in statute and other relevant legal developments related to school governance.

The update shall be provided by an ESC or a registered provider [see Registered Provider, below].

A board member who has attended an ESC basic orientation session described at Education Code Orientation, above, that incorporated the most recent legislative changes is not required to attend an update.

The continuing education may be fulfilled through online instruction, provided that the training is designed and offered by a registered provider, incorporates interactive activities that assess learning and provide feedback to the learner, and offers an opportunity for interaction with the instructor.

19 TAC 61.1(b)(3)

Team Building

The entire board shall participate with their superintendent in a team-building session.

The purpose of the team-building session is to enhance the effectiveness of the board-superintendent team and to assess the continuing education needs of the board-superintendent team.

The session shall be held annually and shall be at least three hours in length.

BOARD MEMBERS
TRAINING AND ORIENTATION

BBD
(LEGAL)

The session shall include a review of the roles, rights, and responsibilities of the board, including its oversight relationship to administrators, as outlined in the framework for school board development. [See BBD(EXHIBIT)] The assessment of needs shall be based on the framework for school board development and shall be used to plan continuing education activities for the year for the governance leadership team.

The team-building session shall be provided by an ESC or a registered provider [see Registered Provider, below, and Authorized Provider, below].

19 TAC 61.1(b)(4)

Additional
Continuing
Education (Based
on Assessed
Needs)

In addition to the continuing education requirements set out above, each board member shall complete additional continuing education based on the framework for school board development. [See BBD(EXHIBIT)]

The purpose of continuing education is to address the continuing education needs referenced at Team Building above.

The continuing education shall be completed annually.

At least 50 percent of the continuing education shall be designed and delivered by persons not employed or affiliated with the board member's school district. No more than one hour of the required continuing education that is delivered by the district may use self-instructional materials.

The continuing education shall be provided by an ESC or a registered provider [see Registered Provider, below].

The continuing education may be fulfilled through online instruction, provided that the training is designed and offered by a registered provider, incorporates interactive activities that assess learning and provide feedback to the learner, and offers an opportunity for interaction with the instructor.

First Year

In a board member's first year of service, he or she shall complete at least 10 hours of continuing education in fulfillment of assessed needs.

*Subsequent
Years*

Following a board member's first year of service, he or she shall complete at least five hours of continuing education annually in fulfillment of assessed needs.

BOARD MEMBERS
TRAINING AND ORIENTATION

BBD
(LEGAL)

Board President

A board president shall complete continuing education related to leadership duties of a board president as some portion of the annual requirement.

19 TAC 61.1(b)(5)

Evaluating Student
Academic
Performance

Each board member shall complete continuing education on evaluating student academic performance and setting individual campus goals for early childhood literacy and mathematics and college, career, and military readiness.

The purpose of the training on evaluating student academic performance is to provide research-based information to board members that is designed to support the oversight role of the board of trustees outlined in Education Code 11.1515. [See BAA]

The purpose of the continuing education on setting individual campus goals for early childhood literacy and mathematics and college, career, and military readiness is to facilitate boards meeting the requirements of Education Code 11.185 and 11.186.

A candidate for school board may complete the training up to one year before he or she is elected or appointed. A newly elected or appointed board member who did not complete this training in the year preceding his or her election or appointment must complete the training within 120 calendar days after election or appointment.

The continuing education shall be completed every two years and shall be at least three hours in length.

The continuing education required by this provision shall include, at a minimum:

1. Instruction in school board behaviors correlated with improved student outcomes with emphasis on:
 - a. Setting specific, quantifiable student outcome goals; and
 - b. Adopting plans to improve early literacy and numeracy and college, career, and military readiness for applicable student groups evaluated in the Closing the Gaps domain of the state accountability system established under Education Code Chapter 39;
2. Instruction in progress monitoring practices to improve student outcomes; and
3. Instruction in state accountability with emphasis on the Texas Essential Knowledge and Skills, state assessment instruments administered under Education Code Chapter 39, and the state accountability system established under Chapter 39.

BOARD MEMBERS
TRAINING AND ORIENTATION

BBD
(LEGAL)

The continuing education shall be provided by an authorized provider [see Authorized Provider, below].

If the training is attended by an entire board and its superintendent, includes a review of local school district data on student achievement, and otherwise meets the requirements described at Team Building above, the training may serve to meet a board member's obligation to complete training described at Team Building and at Evaluating Student Academic Performance, above, as long as the training complies with the Open Meetings Act.

19 TAC 61.1(b)(6)

Identifying and
Reporting Abuse

Each board member shall complete continuing education on identifying and reporting potential victims of sexual abuse, human trafficking, and other maltreatment of children in accordance with Education Code 11.159(c)(2).

A candidate for school board may complete the training up to one year before he or she is elected or appointed. A newly elected or appointed board member who did not complete this training in the year preceding his or her election or appointment must complete the training within 120 calendar days after election or appointment.

The training shall be completed every two years and shall be at least one hour in length.

The training must familiarize board members with the requirements of Education Code 38.004 and 38.0041, and 19 Administrative Code 103.1401 (relating to Reporting Child Abuse or Neglect, Including Trafficking of a Child).

The training required by this provision shall include, at a minimum:

1. Instruction in best practices of identifying potential victims of child abuse, human trafficking, and other maltreatment of children;
2. Instruction in legal requirements to report potential victims of child abuse, human trafficking, and other maltreatment of children; and
3. Instruction in resources and organizations that help support victims and prevent child abuse, human trafficking, and other maltreatment of children.

The training sessions shall be provided by a registered provider [see Registered Provider, below].

This training may be completed online, provided that the training is designed and offered by a registered provider, incorporates inter-

BOARD MEMBERS
TRAINING AND ORIENTATION

BBD
(LEGAL)

active activities that assess learning and provide feedback to the learner, and offers an opportunity for interaction with the instructor.

19 TAC 61.1(b)(7)

School Safety

The SBOE shall require a trustee to complete training on school safety. *Education Code 11.159(b-1)*

The continuing education required under Education Code 11.159(b-1) applies to each member of an independent school district board of trustees.

Each member shall complete the training on school safety adopted by the SBOE. The training requirement shall be fulfilled by completing the online course adopted by the SBOE and made available by the commissioner of education. The training shall be completed every two years.

A candidate for school board may complete the training up to one year before he or she is elected or appointed. A newly elected or appointed trustee who did not complete the training in the year preceding his or her election or appointment must complete the training within 120 calendar days after election or appointment.

A district shall maintain verification of completion for each trustee.

19 TAC 61.3

Training Provider

*Registered
Provider*

For the purposes of 19 Administrative Code 61.1, a registered provider has demonstrated proficiency in the content required for a specific training. A private or professional organization, school district, government agency, college/university, or private consultant shall register with the Texas Education Agency (TEA) to provide the board member continuing education required by 19 Administrative Code 61.1(b)(3), (5), and (7) [see Legislative Update, Additional Continuing Education, and Identifying and Reporting Abuse, above]. The registration process shall include documentation of the provider's training and/or expertise in the activities and areas covered in the framework for governance leadership. An updated registration shall be required of a provider of continuing education every three years.

A district that provides continuing education exclusively for its own board members is not required to register.

19 TAC 61.1(c)

[See 19 Administrative Code 61.1(c) for information about registration requirements for providers.]

BOARD MEMBERS
TRAINING AND ORIENTATION

BBD
(LEGAL)

<i>Authorized Provider</i>	An authorized provider meets all the requirements of a registered provider and has demonstrated proficiency in the content required by 19 Administrative Code 61.1(b)(4) and (6). Proficiency may be demonstrated in accordance with 19 Administrative Code 61.1(e). A school district or individual may be authorized by TEA to provide the board member training required in 19 Administrative Code 61.1(b)(4) and (6). An ESC shall be authorized by TEA to provide the board member training required in 19 Administrative Code 61.1(b)(4) and (6). <i>19 TAC 61.1(e)</i> [See above for 19 Administrative Code 61.1(b)(4) on Team Building and (b)(6) on Evaluating Student Academic Performance.]
Prohibition on Political Advocacy	A provider of training may not engage in political advocacy during the training sessions under 19 Administrative Code 61.1. For purposes of this prohibition, “political advocacy” means supporting or opposing political candidates, a particular party, or a group of candidates who hold a particular political viewpoint or position, specifically or by unmistakable implication, with the intent to influence the outcome of an election or appointment, and/or supporting or opposing any measure with the intent to influence the outcome of a legislative, rulemaking, or other policy process or measure. Political advocacy shall not include discussions on fostering legislative relationships, legislative or rulemaking processes, or legislative or policy updates. <i>19 TAC 61.1(d)</i>
Note: For cybersecurity training requirements, see CQB(LEGAL). For artificial intelligence training requirements, see CQD(LEGAL).	