



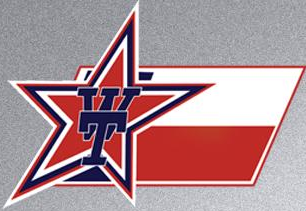
Board of Trustees  
Agenda of Special Meeting  
Monday, August 4, 2025, 6:00 PM  
WISD Administration Building, 951 FM 2325,  
Wimberley, TX 78676

**Vision Statement - Excellence, Innovation, Service**

**Mission Statement - Wimberley I.S.D. is dedicated to excellence in education, empowering the next generation of Texans to have a positive impact locally and globally.**

1. Call the Meeting to Order and Determine a Quorum - Presiding Officer Pledge of Allegiance, Reflection, Welcome
2. Public Forum - Presiding Officer
  - Persons who wish to present public comments must sign in prior to meeting start on the day of the meeting and list his/her name; name of the group that he/she represents; and agenda item.
  - Each speaker's submitted comments will be allowed three minutes for presentation to the Board, with six minutes granted to a person with a translator.
  - The same rules will be observed for public comments on non-agenda items with the following exceptions, 1) public comments on non-agenda items will only be scheduled for regular meetings of the Board and 2) the total time that will be allowed on non-agenda public comments will be 30 minutes.
  - Please keep your comments or criticisms civil and courteous.
  - Please also avoid using profanity and refrain from making personal attacks on others.
  - Except for the speaker's student, no other student's name or identity should be discussed.
  - If you have a concern that you would like heard and resolved, please present your concern through the District's grievance policies. Grievance forms can be obtained at the Central Administration Office or on the District's website.
  - Trustees are not permitted by law to respond or discuss public comments. However, the Board President may direct a speaker to the appropriate administrator for further discussion.
3. Information Items
  - A. Budget Workshop
4. Action Items
  - A. Consideration and possible action to adopt the WISD 2025-2026 Compensation Plan.
  - B. Discuss and consider approval regarding the proposed agreement with Moy Tarin Ram (MTR) for Surveying Services pertaining to the 2025 Bond Program.

- C. Discuss and Consider the Approval of the 2025-2026 Student Code of Conduct
- D. Discuss and Consider Approval of Local Policy Updates FNCE, FD and EFB
- 5. Closed Session - Presiding Officer - The Board may adjourn into closed session pursuant to Texas Government Code Section: 551.071 *et seq.* The Board may then re-enter into Open Session for further discussion and necessary action.
  - A. Deliberation Regarding Security Devices or Security Audits. *Texas Gov't Code §551.076 and §551.089*
  - B. Personnel Matters. *Texas Gov't Code §551.074*
    - 1) New hires/terminations/employee discipline
  - C. Deliberation Regarding Real Property. *Texas Gov't Code §551.072*
  - D. Consultation with Attorney. *Texas Gov't Code §551.071*
- 6. The Board will reconvene and take possible action on items discussed in executive session - Presiding Officer
- 7. Adjourn - Presiding Officer

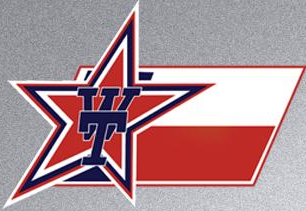


**Wimberley ISD**

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# General Operating Budget Workshop

Fiscal Year 2025-26

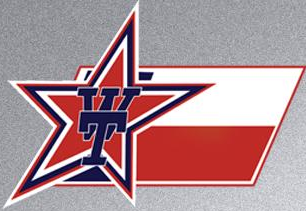


# Wimberley ISD

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	FY2024-25 General Fund Final Budget	FY2024-25 General Fund <b>Estimated</b> EOY Activity	FY2024-25 General Fund Unrealized Activity
<b>TOTAL OPERATING REVENUES</b>	30,538,961	29,462,273	<b>(1,076,688)</b>
Payroll Expenditures	22,839,242	23,063,535	224,293
Non-Payroll Expenditures	5,359,524	4,889,900	<b>(469,624)</b>
<b>TOTAL OPERATING EXPENDITURES</b>	28,198,766	27,953,435	<b>(245,331)</b>
Chapter 49 Recapture Payment	3,466,927	3,301,883	<b>(165,044)</b>
<b>NET EXPENDITURES</b>	31,665,693	31,255,318	<b>(410,375)</b>
Estimated Beginning Fund Balance	7,344,311	7,344,311	
Change in Fund Balance	<b>(1,126,732)</b>	<b>(1,793,045)</b>	<b>(666,313)</b>
Other Fund Source Transfers	0	0	
Estimated Ending Fund Balance	6,217,579	5,551,266	
		4	
Fund Balance as a % of Operating Budget	22.0%	19.9%	
Less Chap 49 Recapture			
Operating Reserves in Months	2.6	2.4	

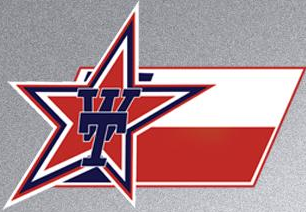
FY 2024-25  
End of Year  
Budget to  
Actual  
Estimate



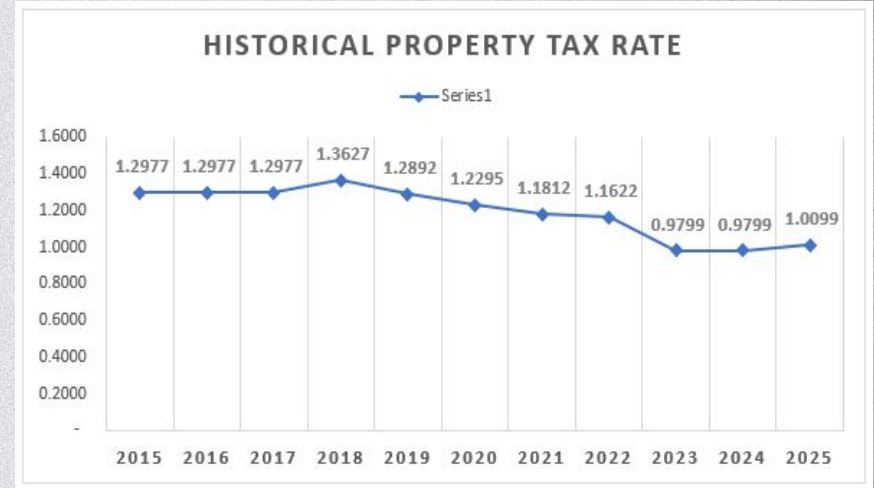
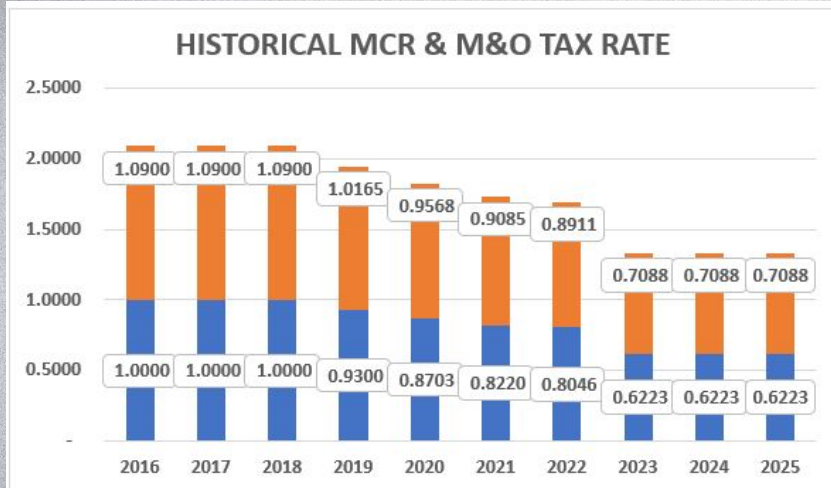
# July Certified Values

	<b>Hays CAD</b>	<b>Comal CAD</b>	<b>Total</b>
<b>2025</b>	\$4,392,626,341	\$3,416,604	\$4,395,678,945
<b>2024</b>	\$4,334,066,629	\$3,429,638	\$4,337,496,267

Local Property Value Growth Percentage - 1.34%

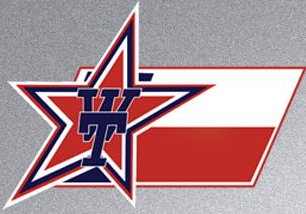


# Tax Rate History



Anticipated Total M&O Rate = \$0.7088  
Anticipated Total I&S Rate = \$0.3011

Total FY 25-26 Anticipated Tax Rate = \$1.0099



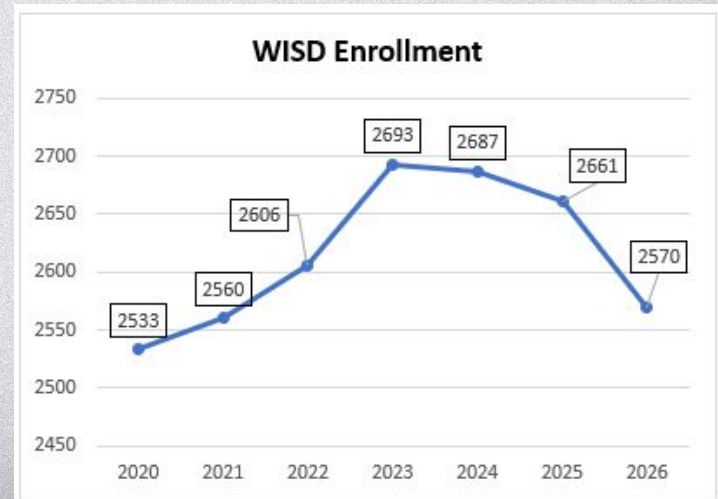
**Wimberley ISD**

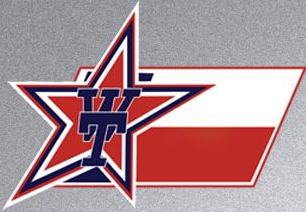
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# Historical Enrollment

- Total Student Enrollment for 2025 was 2,661
- Projected Enrollment for 2026 is 2,570

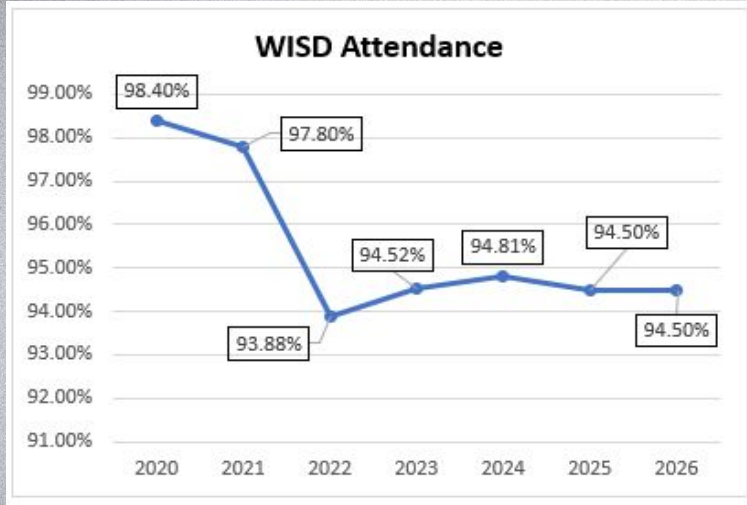
FY	WISD Enrollment	(-/+)	WISD ADA	(-/+)	WISD Attendance
2020	2533		2492.47		98.40%
2021	2560	27	2431.27	-61.2	97.80%
2022	2606	46	2420.74	-10.5	93.88%
2023	2693	87	2427.41	6.7	94.52%
2024	2687	-6	2433.72	6.3	94.81%
2025	2661	-26	2395.94	-37.8	94.50%
2026	2570	-91	2378.093	-17.8	94.50%





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# Historical ADA & Attendance



Attendance for 2025 was 94.5%

Projected Attendance for 2026 is 94.5%



ADA for 2025 was 2395.940

Projected ADA for 2026 is 2378.093

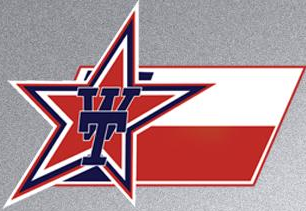


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# Rising Operational Costs

	2025-26	2024-25	\$ Increase	% Increase
	Budgeted	Budgeted	Over	Over
			2024-25	2024-25
District Property/Casualty Insurance	\$ 444,492	\$ 361,070	\$ 83,422	23.1%
Instructional Materials	\$ 143,250	\$ 117,500	\$ 25,750	21.9%
District Wide Staff Development	\$ 57,081	\$ 48,870	\$ 8,211	16.8%
Utilities	\$ 1,065,222	\$ 1,049,350	\$ 15,872	1.5%
Technology Needs	\$ 440,346	\$ 435,500	\$ 4,846	1.1%
<b>TOTAL</b>	<b>\$ 2,150,391</b>	<b>\$ 2,012,290</b>	<b>\$ 138,101</b>	<b>6.9%</b>
	9			
Chapter 49 Payment	\$ 1,141,038	\$ 3,466,927	<b>\$ (2,325,889)</b>	<b>303.8%</b>



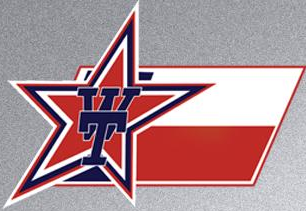
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# Payroll Scenarios

- Teachers receive Teacher Retention Allotment (TRA)
  - \$4K increase for Teachers with 3 - 4 years of exp.
  - \$8K increase for Teachers with 5 plus years of exp.
- Step 0 teachers receive a \$1K increase
- Step 1 & 2 Teachers receive a \$2K increase
- A 2% increase for all Professional Staff
- A 3% increase for all Paraprofessional and Auxiliary Staff

	No Step or Salary Increases	Increase Scenario	
Teachers	11,263,962	11,263,962	No Change
TRA	1,312,000	1,312,000	
Extra Days/Stipends	1,007,890	1,007,890	No Change
Professionals	4,108,963	4,193,566	2% Increase
Para Professionals	2,381,014	2,454,246	3% Increase
Auxiliary	2,585,397	2,662,420	3% Increase
<b>Total Personnel Cost</b>	<b>22,659,226</b>	<b>22,894,084</b>	
<b>Difference</b>		<b>234,858</b>	
<b>% Difference</b>		<b>1.0%</b>	



# Wimberley ISD

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## Projected General Fund FY 25-26 w/ Salary Scenario

	FY2024-25 General Fund <u>Estimated</u> EOY Activity	FY2025-26 <u>Projected</u> General Fund Budget	FY2025-26 To FY2024-25 Final Budget
<b>TOTAL OPERATING REVENUES</b>	29,462,273	30,613,317	1,151,044
Payroll Expenditures	23,063,535	23,560,998	497,463
Non-Payroll Expenditures	4,889,900	5,629,818	739,918
<b>TOTAL OPERATING EXPENDITURES</b>	27,953,435	29,190,816	1,237,381
Chapter 49 Recapture Payment	3,301,883	1,141,035	(2,160,848)
<b>NET EXPENDITURES</b>	31,255,318	30,331,851	(923,467)
Estimated Beginning Fund Balance	7,344,311	5,551,266	
Change in Fund Balance	(1,793,045)	281,466	2,074,511
Other Fund Source Transfers	0	0	
Estimated Ending Fund Balance	5,551,266	5,832,732	
	11		
Fund Balance as a % of Operating Budget Less Chap 49 Recapture	19.9%	20.0%	
Operating Reserves in Months	2.4	2.4	

**WIMBERLEY INDEPENDENT SCHOOL DISTRICT  
BOARD OF EDUCATION  
WIMBERLEY, TEXAS**

**Subject: Consideration and possible action to adopt the WISD 2025-2026 Compensation Plan.**

**Date: August 5, 2025**

**Presented by: Mike Doyle**

## Action

### **BACKGROUND INFORMATION**

Each year, Wimberley ISD reviews and updates its employee compensation plan to ensure the District remains competitive in attracting and retaining high-quality staff while maintaining fiscal responsibility. The proposed 2025–2026 Compensation Plan has been developed through an analysis of current market data, regional salary comparisons, staffing needs, and available budget capacity. Key factors influencing the proposed plan include but are not limited to projected revenue and enrollment trends for the 2025–2026 school year, benchmarking against compensation data from comparable districts in Central Texas, and the consideration of legislative changes impacting school funding for employee compensation.

The proposed compensation plan reflects the District’s commitment to remaining competitive in the labor market, acknowledging the contributions of all staff members, and supporting student success through the investment in human capital. Upon approval, the plan will serve as the framework for employment contracts, salary schedules, market adjustments and stipend allocations for the 2025–2026 fiscal year.

For any funds received by Wimberley ISD for a designated teacher under the Teacher Incentive Allotment (TIA), 90 percent will be paid to the designated teacher(s). The remaining 10 percent will be used for supporting the TIA initiative at the District level. Should the district receive funding for a designated teacher who has resigned or retired, the District will forward payment to the resigned or retired teacher as soon as practicable.

Included within this action item is the draft 2025-26 Compensation Plan that encompasses the following:

- Teacher Retention Allotment allocation to qualifying Teachers within the Teacher Hiring Schedule.
  - \$4,000 increase for each classroom teacher with at least 3 years and less than 5 years of experience.
  - \$8,000 increase for each classroom teacher with 5 or more years of experience.
- A \$1,000 increase to Step 0.
- A \$2,000 increase to Step 1 and 2.

- A 2% pay increase of the pay grade midpoint for staff within the Administrative/Professional Scale.
- A 3% pay increase of the pay grade midpoint for staff within the Paraprofessional and Auxiliary Scale.

The corresponding documents reflect the recommended 2025-26 WISD Compensation Plan.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended that the WISD Board of Trustees adopt the WISD 2025-2026 Compensation Plan as presented.

**BOARD ACTION REQUIRED**

***"I move that the WISD Board of Trustees adopt the WISD 2025-2026 Compensation Plan as presented."***

**Wimberley Independent School District**  
**Auxiliary Pay Structure**  
**for the Fiscal Year Ending August 31, 2026**

*3% Increase*

**Pay Grade 1**

Daily	Hrs	Minimum \$15.38	Midpoint \$18.36	Maximum \$20.44
175	5	13,458	16,065	17,885
175	6	16,149	19,278	21,462
175	7	18,841	22,491	25,039
180	6	16,610	19,829	22,075
240	8	29,530	35,251	39,245
		Bus Monitor Child Nutrition	Custodian	Custodian (District Wide)

**Pay Grade 2**

Daily	Hrs	Minimum \$16.15	Midpoint \$19.31	Maximum \$21.48
240	8	31,008	37,075	41,242
		Night Custodian		

**Pay Grade 3**

Daily	Hrs	Minimum \$16.92	Midpoint \$19.76	Maximum \$21.60
175	5	14,805	17,290	18,900
180	7	21,319	24,898	27,216
180	8	24,365	28,454	31,104
197	8	26,666	31,142	34,042
226	8	30,591	35,726	39,053
240	8	32,486	37,939	41,472
		Bus Driver Trainee Security	Campus Lead Custodian Child Nutrition Manager	General Maintenance Child Nutrition Clerical/Floater

**Pay Grade 4**

Daily	Hrs	Minimum \$19.73	Midpoint \$23.07	Maximum \$25.17
175	5	17,264	20,186	22,024
197	8	31,094	36,358	39,668
226	8	35,672	41,711	45,507
240	8	37,882	44,294	48,326
		Lead/Specialist Maintenance Bus Drivers	Technology Assistant Maintenance Clerical	Lead District Custodian

**Pay Grade 5**

Daily	Hrs	Minimum \$24.65	Midpoint \$28.82	Maximum \$31.49
207	8	40,820	47,726	52,147
226	8	44,567	52,107	56,934
240	8	47,328	55,334	60,461
		Carpenter HVAC/Refrigeration Technician	Electrician Transportation Coordinator/Trainer	Plumber Technology Specialist I

**Pay Grade 6**

Daily	Hrs	Minimum \$30.82	Midpoint \$36.03	Maximum \$39.35
226	8	55,723	65,142	71,145
240	8	59,174	69,178	75,552
		District Security/Technology Tech	Technology Specialist II	Mechanic

**Wimberley Independent School District**  
**ParaProfessional Pay Structure**  
**for the Fiscal Year Ending August 31, 2026**

3% Increase

**Pay Grade 1**

Daily	Hrs	Minimum \$15.15	Midpoint \$19.67	Maximum \$23.27
180	8	21,816	28,325	33,509
187	8	22,664	29,426	34,812
		Instructional Aide	Pre-K Instructional Aide	P.E. Aide

**Pay Grade 2**

Daily	Hrs	Minimum \$15.91	Midpoint \$19.90	Maximum \$22.96
180	8	22,910	28,656	33,062
187	8	23,801	29,770	34,348
197	8	25,074	31,362	36,185
226	8	28,765	35,979	41,512
		Special Education Aide Receptionist/Security Monitor	Bilingual Aide	Office Assistant

**Pay Grade 3**

Daily	Hrs	Minimum \$16.67	Midpoint \$20.85	Maximum \$24.05
187	8	24,938	31,192	35,979
207	8	27,606	34,528	39,827
		Library Aide Instructional Assistant	Primary Attendance Clerk Math/Reading Intervention Aide	Elementary Attendance Clerk Bilingual Instruction/Language Assess.

**Pay Grade 4**

Daily	Hrs	Minimum \$17.17	Midpoint \$21.47	Maximum \$24.76
187	8	25,686	32,119	37,041
197	8	27,060	33,837	39,022
207	8	28,434	35,554	41,003
220	8	30,219	37,787	43,578
226	8	31,043	38,818	44,766
		JH & HS Attendance Clerk Campus Secretary Aide/Coach Attendance Clerk/Registrar	Department Secretary Lead Instructional Assistant JH Registrar Human Resource Assistant	LVN Athletic Secretary Deaf Support Specialist

**Pay Grade 5**

Daily	Hrs	Minimum \$19.62	Midpoint \$24.51	Maximum \$28.26
187	8	29,352	36,667	42,277
197	8	30,921	38,628	44,538
226	8	35,473	44,314	51,094
		HS Registrar	Librarian Assistant/Media Specialist	Computer Lab Specialist

**Pay Grade 6**

Daily	Hrs	Minimum \$23.52	Midpoint \$29.39	Maximum \$33.95
220	8	41,395	51,726	59,752
226	8	42,524	53,137	61,382
240	8	45,158	56,429	65,184
		HS Campus Coordinator	Payroll Specialist	Accounting Assistant

**Pay Grade 7**

Daily	Hrs	Minimum \$28.91	Midpoint 15 \$33.20	Maximum \$38.72
226	8	52,269	60,026	70,006
		Executive Assistant/Superintendent/Board Secretary		

**Wimberley Independent School District  
Administrative / Professional Pay Structure  
for the Fiscal Year Ending August 31, 2026**

*2% Increase*

<b>Pay Grade 1</b>			
<b>Daily</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
	<b>\$261.60</b>	<b>\$328.02</b>	<b>\$377.22</b>
187	48,920	61,340	70,541
	Nurse	Speech Language Pathologist Assistant	

<b>Pay Grade 2</b>			
<b>Daily</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
	<b>\$285.02</b>	<b>\$356.30</b>	<b>\$411.11</b>
187	53,300	66,629	76,877
197	56,150	70,192	80,988
202	57,575	71,973	83,044
207	59,000	73,755	85,099
220	62,705	78,387	90,444
226	64,415	80,525	92,911
	Counselor Alternative Education Director Occupational Therapist ARD Facilitator	District Wide Librarian Athletic Trainer Lic Specialist in School Psych District PEIMS Data Coordinator	Diagnostician Speech Language Therapist Behavior Specialist

<b>Pay Grade 3</b>			
<b>Daily</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
	<b>\$313.52</b>	<b>\$391.91</b>	<b>\$452.21</b>
207	64,898	81,126	93,608
220	68,974	86,221	99,487
226	70,855	88,572	102,200
240	75,245	94,059	108,531
	Assistant Principal (K-8) Transportation Director Accountant Technology Director	Director of Child Nutrition Director of Maintenance/Custodial Executive Director of Communications	Curriculum Specialist Campus Instructional Strategist Human Resources Director

<b>Pay Grade 4</b>			
<b>Daily</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
	<b>\$344.89</b>	<b>\$431.10</b>	<b>\$497.43</b>
207	71,393	89,238	102,969
212	73,117	91,394	105,456
	Assistant Principal (HS)	Director of Special Education	Director of Student Support Services

<b>Pay Grade 5</b>			
<b>Daily</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
	<b>\$379.38</b>	<b>\$474.22</b>	<b>\$547.20</b>
212	80,428	100,536	116,005
220	83,463	104,329	120,383
226	85,739	107,175	123,666
	Principal (K-8)	Director of Safety and School Initiatives	

<b>Pay Grade 6</b>			
<b>Daily</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
	<b>\$417.31</b>	<b>\$521.63</b>	<b>\$601.88</b>
220	91,808	114,759	132,415
226	94,312	117,889	136,026
	HS Principal	Athletic Director	

<b>Pay Grade 7</b>			
<b>Daily</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
	<b>\$459.04</b>	<b>\$573.78</b>	<b>\$662.06</b>
226	103,743	129,674	149,625
	Assistant Superintendent	Chief Financial Officer	

**Wimberley Independent School District  
Teacher Hiring Schedule  
for the Fiscal Year Ending August 31, 2026**

25-26 Years Exp (Step)	25-26 Salary Schedule	TRA	25-26 Total Salary
0	\$ 47,750		\$ 47,750
1	\$ 48,750		\$ 48,750
2	\$ 49,677		\$ 49,677
3	\$ 48,198	\$ 4,000	\$ 52,198
4	\$ 50,027	\$ 4,000	\$ 54,027
5	\$ 51,771	\$ 8,000	\$ 59,771
6	\$ 52,945	\$ 8,000	\$ 60,945
7	\$ 53,937	\$ 8,000	\$ 61,937
8	\$ 54,565	\$ 8,000	\$ 62,565
9	\$ 55,105	\$ 8,000	\$ 63,105
10	\$ 55,632	\$ 8,000	\$ 63,632
11	\$ 56,333	\$ 8,000	\$ 64,333
12	\$ 57,207	\$ 8,000	\$ 65,207
13	\$ 57,779	\$ 8,000	\$ 65,779
14	\$ 58,579	\$ 8,000	\$ 66,579
15	\$ 59,495	\$ 8,000	\$ 67,495
16	\$ 60,197	\$ 8,000	\$ 68,197
17	\$ 60,761	\$ 8,000	\$ 68,761
18	\$ 61,121	\$ 8,000	\$ 69,121
19	\$ 61,379	\$ 8,000	\$ 69,379
20	\$ 61,605	\$ 8,000	\$ 69,605
21	\$ 62,027	\$ 8,000	\$ 70,027
22	\$ 62,450	\$ 8,000	\$ 70,450
23	\$ 63,293	\$ 8,000	\$ 71,293
24	\$ 63,759	\$ 8,000	\$ 71,759
25	\$ 64,927	\$ 8,000	\$ 72,927
26	\$ 65,579	\$ 8,000	\$ 73,579
27	\$ 66,155	\$ 8,000	\$ 74,155
28	\$ 66,828	\$ 8,000	\$ 74,828
29	\$ 67,457	\$ 8,000	\$ 75,457
30	\$ 68,117	\$ 8,000	\$ 76,117

The compensation scale above represents annual salaries based on full-time contract arrangements for 10-month employment. Salary levels meet or exceed state minimum salary requirements. Predictions of future salaries are not possible from this pay structure. Salary plans are determined on an annual basis and salary advancement is not guaranteed. Pay increases are based on the annual pay-raise budget approved by the Board of Trustees.

**Wimberley Independent School District  
Stipend Pay Structure  
for the Fiscal Year Ending August 31, 2026**

Department	Description	Amount
<b>Districtwide:</b>	Website Coordinator	\$2,500.00
<b>Campus Admin:</b>	BHP Registrar	\$3,500.00
	JWE Registrar	\$3,500.00
	JH Registrar	\$3,500.00
	HS Registrar	\$3,500.00
<b>Curriculum:</b>	504 Coordinator	\$ 1,500 to \$ 3,000
	After School Director(Enterprise Fund)	\$5,000.00
	Agriculture FFA Advisor	\$3,000.00
	AP Academic Coach	\$2,000.00
	AP/UT OnRamps Courses (Tier I)	\$1,000.00
	AP/UT OnRamps Courses (Tier II)	\$1,500.00
	Band Asst Director	\$4,500.00
	Band Director	\$8,000.00
	Bilingual (PK-5)	\$1,500.00
	Choir	\$3,000.00
	Class Sponsor(Junior/Senior)	\$500.00
	Department Head	\$1,200.00
	Drama-One Act Play	\$2,500.00
	District Transition and Employment Designee (Sped)	\$2,500.00
	ESL Coordinator-Campus	\$500.00
	ESL Coordinator-District	\$2,500.00
	Facility Use Management	\$5,000.00
	Grade Level Chairs(PK-8)	\$500.00
	Leo Club	\$1,000.00
	Librarian(Tech/IPADS)	\$2,500.00
	LSSP/ Diag Stipend	\$1,000.00
	Master	\$1,500.00
	Math/Science (6-12) Starts at \$1,000 increases \$200 each year up to \$4,000 at step 10	\$ 1,000 up to \$ 4,000
	National Honor Society	\$1,000.00
	National Junior Honor Society	\$500.00
	National Technical Honor Society	\$1,000.00
	Robotics	\$2,000.00
	Special Olympics - Head of Delegation	\$1,500.00
	Special Olympics Coach (HS)-per sport	\$400.00
	Special Education Inclusion/Resource	\$1,000.00
	Speech Language Pathologist/Bilingual	\$1,500.00
	Speech/Debate - HS	\$3,500.00
	Student Council(2-8)	\$500.00
	Student Council(9-12)	\$1,000.00
	Theater- HS	\$4,500.00
	UIL Coordinator-District/HS	\$3,500.00
	UIL Coordinator-JH	\$1,200.00
	Yearbook - HS/JH	\$1,000.00
<b>Athletics:</b>	Baseball - Assistant Coach	\$4,000.00
	Baseball - Head Coach	\$5,000.00
	Basketball - Assistant Coach	\$4,000.00
	Basketball - Head Coach	\$5,000.00

**Wimberley Independent School District  
Stipend Pay Structure  
for the Fiscal Year Ending August 31, 2026**

Department	Description	Amount
	Cross Country - Assistant Coach	\$4,000.00
	Cross Country - Head Coach	\$5,000.00
	Filming/Video/Scoreboard	\$1,500.00
	Football - Assistant Coach	\$5,000.00
	Football - Varsity Defensive Coordinator	\$6,000.00
	Football - Varsity Offensive Coordinator	\$6,000.00
	Girls Athletic Coordinator	\$5,000.00
	Golf - Head Coach	\$5,000.00
	Offseason Coordinator	\$2,500.00
	Scouting (Varsity Football)	\$1,000.00
	Soccer - Assistant Coach	\$4,000.00
	Soccer - Head Coach	\$5,000.00
	Softball - Assistant Coach	\$4,000.00
	Softball - Head Coach	\$5,000.00
	Swimming - Assistant Coach	\$4,000.00
	Swimming - Head Coach	\$5,000.00
	Tennis(Spring) - Assistant Coach	\$4,000.00
	Tennis(Spring) - Head Coach	\$5,000.00
	Tennis(Fall) - Head Coach	\$5,000.00
	Tennis(Fall) - Assistant Coach	\$4,000.00
	Track - Assistant Coach	\$4,000.00
	Track - Head Coach	\$5,000.00
	Volleyball - Assistant Coach	\$4,000.00
	Volleyball - Head Coach	\$5,000.00
	JH - Basketball	\$2,800.00
	JH - Cross Country	\$2,500.00
	JH - Football	\$2,800.00
	JH - Golf	\$2,500.00
	JH - Sports Coordinator (per sport)	\$1,000.00
	JH - Tennis	\$2,500.00
	JH - Track	\$2,800.00
	JH - Volleyball	\$2,800.00
<b>Cheerleading:</b>	Cheerleading-HS	\$4,500.00
	Cheerleading-HS Assistant	\$3,500.00
	Cheerleading-JH	\$2,300.00
	Cheerleading-JH Assistant	\$1,800.00
	Dance-HS	\$3,500.00
	Dance-HS Assistant	\$2,500.00
<b>One time Stipends:</b>	Reading Academy	\$1,000.00
	UIL Academic Coach (HS)	\$500.00
	(a) Destination Imagination/Science Fair Sponsor (JWE/JH)	\$150.00
"Event/Meet" is defined below	(a) Destination Imagination/Science Fair Sponsors (Not Riding Bus/Attending Event)-JWE/JH per Event	\$75.00
"Event/Meet" is defined below	(a) Destination Imagination/Science Fair Sponsors (Overnight stay)-JWE/JH per Event	\$125.00
"Event/Meet" is defined below	(a) Destination Imagination/Science Fair Sponsors (Riding bus/attending Event)-JWE/JH per Event	\$100.00
	(a) UIL Academic Coach (JH)	\$300.00

**Wimberley Independent School District  
Stipend Pay Structure  
for the Fiscal Year Ending August 31, 2026**

Department		Description	Amount
"Event/Meet" is defined below	(a)	UIL Academic Meet (Not Riding Bus/Attending Meet)-JH/HS per Meet	\$100.00
"Event/Meet" is defined below	(a)	UIL Academic Meet (Overnight stay)-JH/HS per Meet	\$200.00
"Event/Meet" is defined below	(a)	UIL Academic Meet (Riding bus/attending Meet)-JH/HS per Meet	\$100.00
	(a)	Paid upon completion of duties.	

**NOTE:**

The term "event/meet" is understood to mean to be in attendance from the START until the END of the event being compensated.

Coaches will receive an extra 10 days. Any days in excess of this must be approved by the superintendent.

Any extra amount paid not listed above must have approval from the superintendent.

**Wimberley Independent School District  
Substitute Pay Structure  
for the Fiscal Year Ending August 31, 2026**

Substitute Pay Rates	Amount	Method
Substitute - Texas Certified and Degreed	\$125.00	Day
Substitute - Non-Degreed	\$100.00	Day
Certified RN/LVN Substitute	\$125.00	Day
Principal/Director Substitute	\$300.00	Day
Assistant Principal Substitute	\$200.00	Day
Counselor Substitute	\$200.00	Day
<b>Substitute Pay Rates Extended 21+ Consecutive Days in the Same Assignment</b>		
Substitute - Texas Certified and Degreed	\$140.00	Day
Substitute - Non-Degreed	\$115.00	Day

**Wimberley Independent School District  
Supplemental Pay Structure  
for the Fiscal Year Ending August 31, 2026**

Description	Amount		Amount	Method
Certified teacher instructing/tutoring a group of students (off contract)			\$35.00	Hourly
Non-certified staff instructing/tutoring a group of students (after hours)	\$15.00	to	\$20.00	Hourly
Non-certified staff assisting in the instruction/tutoring of a group of students (after hours - ie summer school aide)	\$10.00	to	\$16.00	Hourly
Non-certified student coach coaching athletes during athletic events (Grad Assist)	\$10.00	to	\$14.00	Hourly
Teacher/professional performing clerical duties (off contract)-TAKS monitoring			\$18.00	Hourly
Licensed Special Ed Professional Staff (LSSP/OT/SLP) Extra Duty			\$50.00	Hourly
Summer school bus driver			\$19.25	Hourly
Summer school bus monitor			\$15.00	Hourly
Summer Food Nutrition Worker (PT/FT)			\$15.00	Hourly
Summer Food Nutrition Manager (PT/FT)			\$20.00	Hourly
Athletic bus driver (coach driving a bus for an athletic event)			\$12.00	Hourly
Athletic event ticket taker			\$12.25	Hourly
Gate coordinator (Varsity football)			\$15.25	Hourly
Athletic event cash handler			\$12.25	Hourly
Sub-Varsity Announcer			\$10.00	Hourly
Sub-Varsity Clock Keeper			\$10.00	Hourly
Sub-Varsity Book Keeper			\$10.00	Hourly
Varsity Announcer			\$12.00	Hourly
Varsity Clock Keeper			\$10.00	Hourly
Varsity Book Keeper			\$10.00	Hourly
Lunch Monitor (part time/hourly)			\$15.00	Hourly
Scouting (excluding drive time)			\$10.00	Hourly
Part-time/Sub Bus Driver			\$15.00	Hourly
Part-time/Sub Bus Monitor			\$12.00	Hourly
Bus Driver Attendance Incentive Plan			\$100.00	p/Month
Emergency Bus Driver Route Rate			\$40.00	p/Route
Summer part-time help	\$12.00	to	\$16.00	Hourly
Homebound/In-Home/Parent Training Services (certified teacher)			\$40.00	Hourly
Homebound/In-Home/Parent Training Services (non-certified staff)			\$15.00	Hourly
Afterschool Program (tuition based)			\$20.00	Hourly
Afterschool Program (tuition based) Certified Teacher			\$20.00	Hourly
Friday Night Live			\$25.00	Hourly
D-Hall			\$25.00	Hourly
Summer camp coordinator/worker (tuition/fee based)	\$12.00	to	\$30.00	Hourly
Other Duties (Not Defined Above)				

## **Wimberley Independent School District Teacher Incentive Allotment (TIA) Pay Structure for the Fiscal Year Ending August 31, 2026**

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During the district's Teacher Incentive Allotment stakeholder committee meetings, input was gathered on the development of Wimberley ISD's TIA spending plan. The district included the Superintendent, other district personnel, teachers, and principals in the decision-making process. In an effort to retain the district's top talent, the stakeholders elected to provide the majority of the Teacher Incentive Allotment funds to the teacher who earned the Designation. Therefore, Wimberley ISD will provide 90% of the TIA funds to the teacher who earned a TIA Designation and reserve 10% of the funds for supporting the TIA initiative at the district level. The district will provide the TIA compensation to teachers through a lump sum payment (either through payroll or as a separate check/EFT from the district) by August of each year that a teacher generates funding for a TIA designation.

- If a Designated Teacher leaves the district prior to Winter Roster Verification (generally in February of each school year) then the Designated Teacher will not receive any TIA funds because no TIA funds will be generated to the district from the state.
- If a Designated Teacher moves campuses within Wimberley ISD during the school year, then Wimberley ISD will provide the funding to the Designated teacher based on the campus where the Designated Teacher worked during Winter Roster (generally in February).
- If a Designated Teacher moves to the district prior to Winter Roster Verification then the Designated Teacher will receive the allotment of funds generated by the state at the campus where the teacher is teaching during Winter Roster Verification. The spending plan will be the same for newly hired Designated teachers.

Note that Wimberley ISD cannot recommend a teacher to the state for a TIA Designation if they do not remain in an eligible teaching position the year following the data capture year. For example, if a teacher is Designated as a result of data collected in the 2025-26 school year, but the teacher moves into an Assistant Principal position in the 2026-27 school year, the state will not approve the TIA Designation.

The district has a board approved compensation plan that provides approval for the TIA payments. The school board will approve the expenditure of TIA funds as part of the annual budgeting process. As previously mentioned, the TRS contributions and fringe benefits will be deducted from the 90% in part to ensure the TIA compensation is considered creditable compensation under TRS. Below is an example of a teacher's TIA payout:

Sample calculation: A teacher receives a TIA designation of Exemplary and the allotment amount provided to the district by the state is \$11,352. According to the Wimberley ISD TIA spending plan, the district will provide 90% of the funds to the teacher who earned the designation ( $\$11,352 \times 90\% = \$10,216.80$ ). The district will deduct the TRS contribution and fringe benefits, which are calculated at \$1,642.35 for this specific teacher, (note that

these numbers will vary by teacher based on a number of factors) from the 90%. Therefore, the teacher's actual TIA payout will be \$10,216.80 - \$1,642.35 = \$8,574.45.

The district will request that teachers currently employed with the district notify the HR Director upon completion of National Board Certification. For new hires, this will be a question asked during the intake process. The teacher will be required to show proof of active status with the NBPTS' National Board Certification.

To look up the TIA allotment provided to each campus under this initiative, please visit [www.TIATexas.org](http://www.TIATexas.org).

*Note: If a TIA Designated teacher is not employed by Wimberley ISD at the TEA winter roster date (typically in February of each year), then Wimberley ISD will not be responsible for paying the TIA funds to the Designated Teacher. In order for a Designated Teacher to receive funds under the TIA in this instance, the Designated Teacher will need to work with the new Texas school district or charter school to be compensated under TIA. In this case, the amount of funds earned under TIA would follow the new district's TIA spending plan and allotments provided by the state for the particular campus based on "rural/non-rural" and "economically disadvantaged" Tier status.*

**WIMBERLEY INDEPENDENT SCHOOL DISTRICT  
BOARD OF EDUCATION  
WIMBERLEY, TEXAS**

**Subject: Consider approval regarding the proposed agreement with Moy Tarin Ram (MTR) for Surveying Services pertaining to the 2025 Bond Program.**

**Date: August 4, 2025**

**Presented by: Mike Doyle**

**Action**

**BACKGROUND INFORMATION**

At the regularly scheduled Board meeting on June 16, 2025, the Wimberley ISD Board of Trustees approved the ranking of various Professional Services firms related to the 2025 Bond Program. Within the Survey Services category, Moy Tarin Ram (MTR) was identified as the top-ranked firm. Since that time, WISD has successfully negotiated a Master Services Agreement with MTR, including proposed pricing for the required scope of work.

**ADMINISTRATIVE RECOMMENDATION**

It is the Administration's recommendation that the Board approve the proposed agreement with Moy Tarin Ram (MTR) for surveying services related to the 2025 Bond Program.

**BOARD ACTION REQUIRED**

***"I move that the WISD Board of Trustees approve the proposed agreement with Moy Tarin Ram (MTR) for Surveying Services as presented."***

## **STAND-BY PROFESSIONAL SERVICES AGREEMENT FOR SURVEYING SERVICES**

This Agreement is made and entered into by and between the **WIMBERLEY INDEPENDENT SCHOOL DISTRICT** ("District") an Independent School District and political subdivision of the State of Texas with administrative offices located at 951 FM 232, Wimberley, Texas 78676 and **MOY TARIN RAMIREZ ENGINEERS, LLC**, Limited Liability Corporation of the State of Texas with administrative offices located at 12770 Cimarron Path, Suite 100, San Antonio, Texas 78249 by and through its designated representative. ("Surveyor"). The Surveyor and District may be referred to herein collectively as the "Parties", to provide Surveying Services on an as-needed basis for various District construction projects.

IN CONSIDERATION of the mutual covenants, terms, conditions, privileges and obligations herein contained, District and Surveyor do hereby agree as follows:

### **I. PERIOD OF SERVICE**

1.1 This Agreement shall take effect upon execution by both Parties and continue in full force and effect for the period of three (3) years ("Initial Term"). This Initial Term shall be subject to renewal for two (2) additional one-year terms to be effected at the discretion of the Board of Trustees, executed by the Superintendent of Schools, and contingent upon available funding. In the event either party elects not to renew this Master Agreement, the terms of the Master Agreement shall remain applicable until all Service Orders/Requirements Work Order ("RWO") under the Master Agreement are completed or terminated. Performance for each individual project set out in the task-request shall commence upon issuance of a Notice to Proceed by the District's Representative, and shall terminate upon final completion of Consultant's duties as set forth in work order and upon written acceptance by the District of the work product or services rendered, unless extension or earlier termination shall occur pursuant to any of the provisions hereof.

1.2 The services to be provided under this Contract are to be requested on an as-needed basis, based on the requirements of the District. Surveyor shall not commence work on any specific Project until establishment of the Scope of Services in a Requirements Work Order in accordance with Article II. herein, and the issuance of a Notice to Proceed for that Project.

1.3 The Owner is the Board of Trustees of the Wimberley Independent School District, and is referred to throughout this Agreement as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority.

### **II. ESTABLISHMENT OF SCOPE OF SERVICES FOR SPECIFIC PROJECTS**

2.1 Surveyor, in consideration for the compensation herein provided, shall render surveying services in connection with various construction projects for the District. Surveyor's work will consist of the following:

2.1.3 Surveying: The District in the course of routine activities frequently needs surveying services to be performed which may include site planning/topographic, boundary surveys (including for title purposes), tree surveys, surveys for preliminary platting, and other necessary land surveying tasks, as specified by the District, including but not limited any of the following as specified in Requirements Work Order, in general the scope of the various surveys include conducting:

- Construction Surveying: Prepare limited land survey locating structures within a Property; measuring and mapping walls, buildings roads, and utilities within the specified space to assist construction personnel in dealing with the located items during construction. Supervise and provide guidance to field staff. Report on survey results and present findings to clients
- Site Planning/Topographic Surveys: Prepare survey with detailed ground topographic information for the area, spot elevations across the site at an approximate 20 foot square

grid and at all grade breaks b.) above grade utilities, including but not limited to overhead electrical, telephone, cable, street lighting, and other electrical and communications equipment; location and rim elevations of sanitary and storm sewer structures, water main valves, and hydrants; gas valves and all other above grade utility equipment; c.) location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving or on property; location of catch basins and manholes and inverts of pipe at each; same at or in boundary streets; d.) Contours provided at 1 foot intervals with error not to exceed one-half contour interval e.) Plotted location of structures, man-made and natural features; floor elevations at each entrance of building on property; f.) existing fences, walls and light standards g.) Location, size, depth and pressure of water and gas mains, and other utilities serving or on the property, valves, meters; h) Location of fire hydrants available to property and size of main serving each; i) traffic devices, signs, in connection with boundary streets trees over 6" in diameter; j) Elevation certificate for flood insurance purpose (FEMA) coordination & documentation associated with phase I and phase II real estate. Supervise and provide guidance to field staff. Report on survey results and present findings to clients

- Tree Surveys: Locate all trees 12" in diameter and larger within the boundaries of the school property identified by District and add this information survey or CADD drawing. Any information provided by an arborist having jurisdiction of the Project location may also be requested. (Species, tree number). Supervise and provide guidance to field staff. Report on survey results and present findings to clients
- Underground Utility Surveys: Collect relevant data from District to help identify existing surface and subsurface conditions and facilitate engagement of underground utility locator to mark utilities within the boundaries of each construction site. Prepare an "As Built" underground survey of the site. The Utility Survey is to include all underground utilities and visible references to underground features as marked by underground locating firm that can reasonably be found, including but not limited to a) rim elevation and in and out inverts locations and elevations; b) locations of on-site Sanitary Sewer lines c) Locations and sizes of on-site Storm Drainage lines; d) locations of on-site Gas Piping; e) locations of on-site Water Lines; f) locations of site electrical conduits; g) valves, overhead utility lines, pumps, manholes, transformers, etc.; h) locations of onsite cable and fiber. Note: if any of these utilities do not exist within or directly adjacent to the survey area, surveyor shall locate the nearest available service connection which can be used for future service to site.
- At a minimum, the following data will then be added to the base aerial CADD drawing: a) Rim and invert locations and elevations; b) Locations of on-site Sanitary Sewer lines c) Locations and sizes of on-site Storm Drainage lines; d) Locations of on-site Gas Piping; e) Locations of on-site Water Lines; f) Locations of site electrical conduits; g) Valves, overhead utility lines, pumps, manholes, transformers, etc.
- Boundary Surveys: Perform a boundary survey of the subject property to establish the calculated location of the existing property lines. Upon completion of analysis of the field data, Surveyor will prepare a drawing showing the boundaries and known, plotable easements as required for the Project as requested.
- ALTA/NSPS Land Title Surveys: Provide on the ground staked plat of survey and metes-and-bounds description of the subject Real Estate to be purchased or sold to include the location of all easements in accordance with current ALTA standards and specifications and those published by the Texas Society of Professional Surveyors for the Survey Category.

The Surveyor shall perform its services consistent with the professional skill and care ordinarily provided by competent Surveyor practicing in the same or similar locality under the same or similar circumstances and with the same professional license. The Surveyor shall further perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services required herein and as specified in the Construction Documents and Specifications. Surveyor shall provide accurate and appropriate information to the construction team as testing progresses sufficient to facilitate accurate design and construction of the Projects. Surveyor shall prepare a final report in accordance with the industry standards and requirements or such other industry procedural.

2.2 The specific Scope of Services for each Project shall be described in a Requirements Work Order

("RWO") for the specific Project, which shall also establish the a not-to-exceed cost for Surveyor's basic services negotiated with the District Representative at the time. The RWO shall be completed for each Project, in a form substantially similar to the one attached hereto as **Exhibit A**. Upon completion and execution by both parties the RWO shall be and deemed incorporated herein by reference as if fully set forth.

2.3 The Surveyor following notification of a need by the District Representative shall meet with the District's Representative and the Project Design Professional (if any is under contract for the Project) regarding the scope of Project, ("Scope Meeting"). Surveyor shall provide a final written summary of the Surveyor's services required by the Project's scope. The final Scope of Services agreed upon by the Surveyor and the District Representative, as well as a not to exceed fee for Surveyor's Basic Services, as negotiated by the Parties, shall be incorporated into the Requirements Work Order for the Project.

2.4 Surveyor shall be licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited to Scope Meetings, Review Meetings and other meetings as may be required by the District Representative or Surveyor for orderly coordination of the Project. All submittals shall carry the signature and seal; or, in the case of progress submittals or incomplete submittals, an appropriate disclaimer with the responsible Surveyor's name and license number and, adjacent thereto, the date of the submittal. Persons retained by Surveyor to perform work pursuant to this Agreement shall be employees or subconsultants of Surveyor.

2.5 Surveyor shall complete all Project work in compliance with this Agreement, in a timely fashion consistent with the construction schedule and agrees to staff the Project with sufficient necessary, qualified personnel to the Project, in order not to delay or disrupt the progress of the Project.

2.6 Should the scope of the Project subsequently change, either party may request a review of the anticipated services, with an appropriate adjustment in fees; however, such adjustment cannot exceed the maximum allowed for additional services in Article IV, COMPENSATION, and cannot substantially alter the original scope of this Agreement.

### **III. COORDINATION WITH THE DISTRICT**

3.1 Surveyor shall hold periodic conferences with District's representative, so that its work will be performed in a manner consistent with the District's needs, current policies and standards. The District shall make available, for Surveyor's use, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and components subject to testing, and to this Project as may be requested by Surveyor at no cost to Surveyor, but does not warrant the accuracy of such documents.

3.2 The District's representative shall act on behalf of District with respect to the work performed under this Agreement, and shall have complete authority to transmit instructions, receive information, and interpret and define District's policies and decisions with respect to materials, equipment elements and systems pertinent to Surveyor's services.

3.3 The District shall provide written notice to the Surveyor of any errors or omissions discovered in the Surveyor's services, or performance, or of any development that affects the scope or timing of Surveyor's services.

3.4 Surveyor shall complete all applications and furnish all required data, as set forth in the Scope of Services, compiled by Surveyor for District's use in obtaining any permits or approvals from governmental authorities having jurisdiction over the Projects, as may be necessary for completion of the Project. Surveyor shall not be obligated to develop additional data, prepare extensive reports or appear at hearings in order to obtain said permits or approvals, unless compensated therefore as provided in Article IV, COMPENSATION.

### **IV. COMPENSATION**

4.1 For and in consideration of the services to be rendered by Surveyor, District shall pay Surveyor a not-to-exceed fee set out in the executed Requirements Work Order for the Scope of Services established therein. Nothing contained in this Agreement shall require District to pay for any

unsatisfactory work, as determined by District's representative, or for work that is not in compliance with the terms of this Agreement. The District shall not be required to make any payments to Surveyor at any time Surveyor is in default under this Agreement.

4.2 Basis For Compensation and Invoicing. During the course of a Project, the Surveyor shall submit monthly invoices for work performed and completed which has not been included on previous invoices. Payments shall be made to the Surveyor in accordance with the Requirements Work Order for the Project, the Fee for Basic Services established therein and the Texas Prompt Payment Act. The scope and quantity of the services provided will be dependent upon services actually authorized and required by the District.

4.4 Additional Professional Services. Surveyor may be required to perform the additional services in connection with a particular Requirements Work Order. Compensation for such additional services shall be subject to prior approval of the District and approval of the Board of Trustees if additional funds not provided for in the initial budget are required to cover such services. Should Surveyor be directed in writing by District's representative to perform these services, compensation shall be paid by District to Surveyor as authorized in writing by District's representative.

## **V. OWNERSHIP AND RETENTION OF DOCUMENTS AND ACCESS TO LAB RESULTS**

5.1 Upon completion or termination of the Project, or upon request by the District, all documents and information, in whatever form, given to, prepared or assembled by the Surveyor in connection with its performance of its duties under this Agreement shall become the sole property of the District and shall be delivered at no cost to the District without restriction on future use. Documents and information covered by this paragraph shall include, but not be limited to, reports, test results, field notes and other data. The District shall have free and immediate access to all such information at all times during the term of this Agreement with the right to make and retain copies documents, notes and data, whether or not the Project has been completed. Prior to surrender of the documents and information, Surveyor may make copies of any and all documents for its files, at its sole cost and expense. Surveyor shall not be liable for any unauthorized reuse or modification of its documents, reports or other work products.

5.2 The Surveyor agrees to maintain all books, records and reports required under this contract for a period of not less than three (3) years after final payment is made and all pending matters are closed. In addition, the Surveyor shall maintain an acceptable cost accounting system during the term of this Agreement. The Surveyor agrees to provide the District or its authorized representatives, access to any books, documents, papers and records of the Surveyor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

5.3 Surveyor shall notify District, immediately, in the event Surveyor receives any requests for information from a third-party, which pertain to the documentation and records referenced herein. Surveyor understands and agrees that District will process and handle all such requests.

## **VI. TERMINATION OF AGREEMENT**

6.1 Termination Without Cause.

6.1.1 This Agreement may be terminated by District without cause, prior to District's representative giving Surveyor written Notice to Proceed, should District's representative, in its sole discretion, determine that it is not in District's best interest to proceed with this Agreement. Such notice shall be provided in accordance with the notice provisions contained in this Agreement, and shall be effective immediately upon delivery to the Surveyor.

6.1.2 This Agreement may be terminated by the District at any time after issuance of the District's representative's Notice to Proceed, either for the District's convenience or because of Surveyor's failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the District.

6.1.3 If the termination is for the convenience of the District, following inspection and

acceptance of Surveyor's services properly performed prior to the effective date of termination an equitable adjustment in the contract price shall be made. Surveyor shall not, however, be entitled to lost or anticipated profit on unperformed services, should District choose to exercise its option to terminate, nor shall Surveyor be entitled to compensation for any unnecessary or unapproved work performed during time between the issuance of the District's notice of termination and the actual termination date.

6.1.4 If the termination is due to Surveyor's failure to fulfill its obligations, the District may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Surveyor shall be liable to the District for any additional cost occasioned to the District thereby.

6.1.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Surveyor had not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 6.1.3 of this clause.

6.1.6 The rights and remedies of the District provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

6.1.7 This Agreement may be terminated by the Surveyor, at any time after issuance of the District's representative's Notice to Proceed, upon ninety (90) calendar days written notice provided in accordance with the Notice provisions contained in this Agreement.

6.2 Defaults With Opportunity for Cure. Should Surveyor fail, as determined by the District's representative, to satisfactorily perform the duties set out in Article II. SCOPE OF SERVICES; or comply with any covenant herein required, such failure shall be considered an Event of Default. In such event, the District shall deliver written notice of said default, in accordance with the notice provisions contained in this Agreement, specifying the specific Events of Default and the action necessary to cure such defaults. Surveyor shall have ten (10) calendar days after receipt of the written notice to cure such default. If Surveyor fails to cure the default within such cure period, or take steps reasonably calculated to cure such default, District shall have the right, without further notice, to terminate this Contract in whole or in part as District deems appropriate, and to contract with another Surveyor to complete the work required by this Agreement. District shall also have the right to offset the cost of said new agreement with a new Surveyor against Surveyor's future or unpaid invoice(s), subject to any statutory or legal duty, if any, on the part of District to mitigate its losses.

6.3 Termination For Cause. Upon the occurrence of one (1) or more of the following events, and following written notice to Surveyor given in accordance with the notice provisions contained in this Agreement, District may immediately terminate this Contract, in whole or in part, "for cause":

6.3.1 Surveyor makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to District in connection with this Agreement or its performance hereunder; or

6.3.2 Surveyor violates or materially fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this Agreement, except those events of default for which an opportunity to cure is provided herein; or

6.3.3 Surveyor fails to cure, or initiate steps reasonably calculated to cure, a default as required by this Agreement, within the time period required for cure; or

6.3.4 Surveyor violates any rule, regulation or law to which Surveyor is bound or shall be bound under the terms of this Agreement; or

6.3.5 Surveyor attempts the sale, transfer, pledge, conveyance or assignment of this Agreement contrary to the terms of this Agreement.

6.3.6 Surveyor ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract

shall continue) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Surveyor's assets or properties.

6.4 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

6.5 Orderly Transfer Following Termination. Regardless of how this Agreement is terminated, Surveyor shall effect an orderly transfer to District or to such person(s) or firm(s) as the District may designate, at no additional cost to District. Upon the effective date of expiration or termination of this Agreement, Surveyor shall cease all operations of work being performed by Surveyor, or any of its subconsultants, pursuant to this Agreement. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Surveyor, in connection with the services rendered by Surveyor under this Agreement, regardless of storage medium, shall be transferred to District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Surveyor's sole cost and expense. Payment of compensation due or to become due to Surveyor is conditioned upon delivery of all such documents.

6.6 Claims for Outstanding Fees. Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Surveyor shall submit to District its claims, in detail, for the monies owed by District for services performed under this Agreement through the effective date of termination. **Failure by Surveyor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Surveyor of any and all right or claims to collect moneys that Surveyor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.**

6.7 Termination Not Sole Remedy. In no event shall District's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of District's remedies, nor shall such termination limit, in any way, at law or at equity, District's right to seek damages from or otherwise pursue Surveyor for any default hereunder or other action.

## VII. SUSPENSION OF WORK UNDER AGREEMENT

7.1 Right of District to Suspend. District may suspend this Agreement for any reason, with or without cause, upon the issuance of written Notice of Suspension in accordance with the Notice provisions contained in this Agreement. Such suspension shall take effect upon the date specified in such notice; provided, however, such date shall not be earlier than the tenth (10th) day following receipt by Surveyor of said notice. The Notice of Suspension will set out the reason(s) for the suspension and the anticipated duration of the suspension, but will in no way guarantee the total number of days of suspension.

7.2 Surveyor's Right to Terminate In Event of Suspension of Agreement. In the event such suspension exceeds one hundred and twenty (120) calendar days, Surveyor shall have the right to terminate this Agreement. Surveyor may exercise this right to terminate by issuing a written Notice of Termination to the District, delivered in accordance with the Notice provisions contained in this Agreement after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by District and such termination shall be subject to all the requirements set out in Paragraphs 6.5 and 6.6 above, related to the Orderly Transfer and Fee Payment.

7.3 Procedures Upon Receipt of Notice of Suspension.

7.3.1 Upon receipt of a notice of suspension and prior to the effective date of the suspension, Surveyor shall, unless otherwise directed, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement.

7.3.2 Surveyor shall prepare a statement showing in detail the services performed under this Agreement prior to the effective date of suspension.

7.3.3 Copies of all completed or partially completed studies, plans and other documents prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to the District but shall be retained by Surveyor until such time as Surveyor may exercise the right to terminate.

7.3.4 During the period of Suspension, Surveyor shall have the option to at any time submit the above referenced statement to the District for payment of any unpaid portion of the prescribed fee for services which have actually been performed to the benefit of the District under this Agreement, adjusted for any previous payments of the fee in question.

7.3.5 In the event Surveyor exercises its right to terminate this Agreement at any time after the effective Suspension date, Surveyor shall submit, within forty-five (45) calendar days after receipt by District of Surveyor's notice of termination (if he has not previously done so) the above referenced statement showing in detail the services performed under this Agreement prior to the effective date of suspension. Failure by Surveyor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Surveyor of any and all right or claims to collect moneys that Surveyor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.3.6 Upon the above conditions being met, the District's review of the submissions and finding the claimed compensation to be appropriate to the terms of this Agreement, the District shall pay Surveyor that portion of the agreed prescribed fee for those as yet uncompensated services actually performed under this Agreement to the benefit of the District, adjusted for any previous payments of the fee in question.

## VIII. INSURANCE REQUIREMENTS

8.1 Prior to the commencement of any work under this Agreement, Surveyor shall furnish an original completed Certificate of Insurance to District's representative, which shall be clearly labeled with the Project name and which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. District shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to District's representative, and no officer or employee shall have authority to waive this requirement.

8.2 The District reserves the right to review the insurance requirements of this Article during the effective period of this Contract and to modify insurance coverage and limits when deemed necessary and prudent by the District based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the District allow modification whereupon the District may incur increased risk.

8.3 Surveyor's financial integrity is of interest to District, therefore, subject to Surveyor's right to maintain reasonable deductibles in such amounts as are approved by District, Surveyor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Surveyor's sole expense, insurance coverage written on an occurrence basis, except for professional liability, by companies authorized, approved or admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to District, in the following types and amounts:

<u>Professional Liability:</u>	\$1,000,000 per occurrence and \$2,000,000 in the aggregate If written on a claims made basis, Surveyor shall provide coverage for an additional 25 months after the final completion date of the contract
<u>Commercial General Liability:</u>	
Each Occurrence	\$1,000,000.00
General Aggregate	\$1,000,000.00
Personal and Advertising Injury	\$1,000,000.00 each person
<u>Automobile Liability:</u>	Combined Single Limit for Bodily Injury and

Property Damage of \$2,000,000 per occurrence. This limit may be met by a combination of primary and excess liability policies.  
\$500,000  
\$5,000,000.00

Surveyor's Consultants  
Umbrella Coverage:

8.4 The General Liability and Automobile issued in the name of Surveyor shall also name the District as an additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage required herein shall be primary to and shall seek no contribution from all insurance available to District, with District's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Surveyor shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

8.5 Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of District.

8.6 The District shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the District, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Surveyor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to District at the address provided in this Agreement for Notice, within ten (10) days of the requested change. Surveyor shall pay any costs incurred as a result of said changes.

8.7 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by District, Surveyor shall notify District of such and shall give such notices not less than thirty (30) days prior to the change, if Surveyor knows of said change in advance, or ten (10) days notice after the change, if the Surveyor did not know of the change in advance. In the event of cancellation or non-renewal, such notice must be accompanied by a replacement Certificate of Insurance. All notices under this Article shall be given to District at the address provided in the Notice section of this Contract.

8.8 If Surveyor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, District may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by District is an alternative to other remedies District may have, and is not the exclusive remedy for failure of Surveyor to maintain said insurance or secure such endorsement. In addition to any other remedies District may have upon Surveyor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, District shall have the right to order Surveyor to stop work hereunder, and/or withhold any payment(s) which become due to Surveyor hereunder until Surveyor demonstrates compliance with the requirements hereof. A stop work order given to Surveyor by District in accordance with this Article shall not constitute a Suspension of Work under this Agreement.

8.9 It is agreed that Surveyor's insurance shall be deemed primary with respect to any insurance or self insurance carried by District for liability arising out of operations under this Agreement.

8.10 Nothing herein contained shall be construed as limiting in any way the extent to which Surveyor may be held responsible for payments of damages to persons or property resulting from Surveyor's or its subcontractors' performance of the work covered under this Agreement.

## IX. INDEMNIFICATION

9.1 Surveyor (for purposes of this Section referred to as Licensed Surveyor) whose work product is the subject of this contract for surveying services and other related professional services, agrees to INDEMNIFY AND HOLD DISTRICT, ITS OFFICERS AND EMPLOYEES, HARMLESS against any and all

claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY LICENSED SURVEYOR'S NEGLIGENT ACT, ERROR, OR OMISSION OF LICENSED SURVEYOR, ANY AGENT, OFFICER EMPLOYEE, SURVEYOR OR SUBCONSULTANT OF LICENSED SURVEYOR AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES while in the exercise of performance of the rights or duties under this Agreement.

9.2 The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of District, its trustees, officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT LICENSED SURVEYOR AND DISTRICT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE DISTRICT UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

9.3 Licensed Surveyor shall promptly advise the District, in writing, of any claim or demand against the District or Licensed Surveyor known to Licensed Surveyor related to or arising out of Licensed Surveyor activities under this contract.

9.4 The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

#### **X. SURVEYOR'S LIABILITY AND STANDARD OF CARE**

10.1 Services provided by Surveyor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar locale. Acceptance of reports or other documents by District shall not constitute nor be deemed a release of the responsibility and liability of Surveyor, its employees, associates, agents or subconsultants for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by District for any defect or error in testing, reports, or assessments and work performed by Surveyor, its employees, subconsultants, and agents.

#### **XI. SURVEYOR'S WARRANTY UNDER THE PROFESSIONAL SERVICES PROCUREMENT ACT**

11.1 Surveyor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Surveyor to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid, compensated, or agreed to pay or compensate, any company or person, other than a bona fide employee working solely for Surveyor, any fee, commission, percentage, brokerage fee, gift, for any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of the foregoing warranty, the District shall have the right to terminate the Agreement under the provisions of this Agreement. However, breach of the warranty required in this provision constitutes fraud by operation of law; therefore, any Surveyor found in breach of such warranty, by a final judgment of a Court of Competent Jurisdiction, shall take no compensation under this Agreement for any services rendered and such forfeiture shall not bar the District from pursuit and collection of any and all other damages, at law and in equity, to which it may be justly entitled. This Agreement is entered into under competency requirements of the Texas Professional Services Procurement Act governing District employment of surveying and other professionals. Accordingly, Surveyor further pledges and warrants its best and most competent professional efforts to secure to the District the benefits of the agreement.

#### **XII. ASSIGNMENT OF RIGHTS OR DUTIES**

12.1 By entering into this Agreement, District has approved the use of subcontractors, if any, identified in Surveyor's Proposal. No further approval shall be needed for Surveyor to use such subcontractors as are identified in Surveyor's Proposal.

12.2 Except as otherwise required herein, Surveyor may not sell, assign, pledge, transfer or convey any interest in this Agreement nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written consent of District. Engineering services required by law to be performed by a licensed engineer, or services which, by law, require the supervision and approval of a licensed engineer, may only be subcontracted upon the prior written approval of the District. Any other services to be performed under this Agreement may be subcontracted upon the written approval of District's representative. As a condition of consent, if same is given, Surveyor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Surveyor, assignee, transferee or subcontractor. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by District in accordance with this Article.

12.3 Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this Agreement, without said written approval, shall be void, and shall confer no rights upon any third person. Should Surveyor assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this Agreement, District may, at its option, terminate this Agreement as provided herein, and all rights, titles and interest of Surveyor shall thereupon cease and terminate, notwithstanding any other remedy available to District under this Agreement. The violation of this provision by Surveyor shall in no event release Surveyor from any obligation under the terms of this Agreement, nor shall it relieve or release Surveyor from the payment of any damages to District, which District sustains as a result of such violation.

12.4 Surveyor agrees to notify District's representative of any changes in ownership interest greater than thirty percent (30%), or control of its business entity not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to District under this Agreement, any such change of ownership interest or control of its business entity may be grounds for termination of this Agreement in accordance with Article VI, TERMINATION.

### **XIII. INDEPENDENT CONTRACTOR**

13.1 Surveyor covenants and agrees that (s)he is an independent contractor and not an officer, agent, servant, or employee of District; that Surveyor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subconsultants; that the doctrine of respondeat superior shall not apply as between District and Surveyor, its officers, agents, employees, contractors, and subconsultants, and nothing herein shall be construed as creating a partnership or joint enterprise between District and Surveyor.

13.2 No Third Party Beneficiaries. For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with District or Surveyor or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either District or Surveyor.

### **XIV. NOTICES**

14.1 Unless otherwise expressly provided elsewhere in this Agreement, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service (e.g. Federal Express) for expedited delivery to be confirmed in writing by such courier.

**If intended for District, to:**

Wimberly Independent School District  
ATTN: Superintendent  
951 FM 2325  
Wimberley, Texas 78676

**If intended for Surveyor, to:**

Moy Tarin Ramirez Engineers, LLC  
Raymond Tarin  
12770 Cimarron Path, Suite 100  
San Antonio, Texas 78249

**XV. WORK ON SCHOOL DISTRICT PREMISES**

15.1 To the extent that the Work may be performed in connection with an educational facility which is currently occupied and in use, it is imperative that Surveyor's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt District's normal operations or facilities. Surveyor agrees to and shall comply with all rules, regulations and requirements of the District and the school campus on which the Work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District. Surveyor shall exercise the utmost skill and judgment to ensure that testing activities will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Surveyor recognizes that the ongoing District activities in proximity with its activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Surveyor. Surveyor understands and accepts the difficulties and the cost associated with working in an existing facility and the potential delays and disruptions in its Work, and has considered such constraints in the negotiation of this Agreement.

15.2 The Surveyor shall be responsible for the actions of Surveyor's agents, employees and all sub-consultants working under it. The Surveyor agrees that if the site where work is to be performed is a public school campus, it shall prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the Project Sites and shall require adequate dress of the Surveyor's forces consistent with the nature of the work being performed. Sexual harassment of employees of the Surveyor, or employees or students of the District by employees of the Surveyor is strictly forbidden. Any employee of the Surveyor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Surveyor, including removal from the project site.

15.3 The Surveyor agrees, prior to commencement of work, to provide assurance to the District that all employees, subconsultants of the Surveyor who are likely to or will have contact with students have passed a criminal history background check current within the last year.

**15.4 Criminal History Records Checks**

15.4.1 For purposes of this Section 14.4 (and all subsections), the following definitions shall be applicable:

.1 "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.

.2 "Covered Employees", shall mean, all employees of Surveyor, as well as employees of Surveyor's subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee's Continuing Duties.

.3 "Disqualifying Criminal History" means: a conviction within the last 30 years, related to one or more of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: (1) a felony offense under Texas Penal Code Title 5 Offenses Against Persons (homicide; kidnapping, unlawful restraint, smuggling of persons, trafficking of persons, sexual offenses; and assault offenses); (2) an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or (3) an equivalent offense under federal law or the laws of another state. Surveyor shall assume all expenses associated with obtaining criminal history record information, providing the certification, and performing Surveyor's responsibilities as set out herein.

.4 "Opportunity For Direct Contact With Students" is contact that results from activities that provide a substantial opportunity for verbal or physical interaction with students, and that is not supervised by a certified educator or other professional school district employee. An employee is not considered to have an Opportunity For Direct Contact With Students if: (1) the employee's work does not

involve the construction alteration or repair of an Instructional Facility; (2) the employee's work involves construction of a new Instructional Facility and the person's duties related to the contacted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3) if the employee's work involves an existing Instructional Facility; and:

a. the project site area contains sanitary facilities and is separated from all areas used by students, by a secure barrier fence that is not less than six feet in height; and

b. the Surveyor has adopted a written policy applicable to its employees, as well as employees of its subcontractors (of any tier) and its independent contractors and consultants, which prohibits these parties from interacting with students or entering areas used by students, informs these parties of the policy, and enforces the policy on the Project site and at any other areas where the Work of this Contract will be conducted.

c. the Surveyor has sought and received written approval by the District of the adopted policy (including its enforcement provisions) and Surveyor's means of informing the relevant parties of the existence of the policy.

d. Surveyor certifies that, if it has taken the above precautions or imposed conditions to ensure that the Surveyor's employees and employees of any of its subcontractors, independent contractors, or consultants, will not become Covered Employees, then Surveyor will make reasonable efforts to ensure that these precautions or conditions continue throughout the time the contracted services are provided.

.5 "Instructional Facility" is defined as real property or improvements to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under Texas Education Code § 28.002; Texas Education Code § 22.08341(a)(2); and Texas Education Code § 46.01.

15.4.2 Unless otherwise exempt from providing such information by any provision in Texas Education Code, Section 22.08341 (the "Statute"), the Surveyor agrees, that prior to commencement of work under this Agreement, using the form promulgated by the District or such other form approved by the District, Surveyor will arrange with the District to obtain any national criminal history record information ("CHRI") required pursuant to Texas Education Code, Section 22.08341 (the "Statute") on all of Surveyor's employees, independent contractors, agents, or Subcontractors, Surveyor's Subcontractors of every tier ("Subcontractors"), Subcontractors' employees, independent contractors, agents, or sub-subcontractors, if any of these persons is a "Covered Employee" as defined by the Statute, i.e. the person has or will have continuing duties related to the contracted for services, and said person has or will have the opportunity for direct contact with students in connection with those continuing duties and shall reimburse the District for the costs and expenses associated with obtaining the criminal history information. For purposes of this Section 15.3 a person does not have the opportunity for direct contact with students if:

.1 the public work does not involve the construction, alteration, or repair of an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required by the Texas Education Code ("Instructional Facility);

.2 for a public work that involves construction of a new Instructional Facility, the person's duties related to the contracted services will be completed not later than the seventh (7th) day before the first date the facility will be used for instructional purposes; or

.3 for a public work that involves an existing Instructional Facility:

a. the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and

b. the Surveyor adopts a policy prohibiting employees, including subcontractor entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

§ 15.4.3 Any Covered Employee that has during the preceding thirty (30) years, been convicted of one of the following offenses, if at the time of the offense the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying

Criminal History”) shall be disqualified and prohibited from performing any contract duties or services and neither the Surveyor nor its Subcontractor may permit such person to provide services at an instructional facility. If a Covered Employee is determined by the District’s review of the CHRI to have a Disqualifying Criminal History, Contractor will exclude that person from assignment to the Project. Surveyor understands that it will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the District, and agrees to rely solely on the judgment of the District as to whether the Covered Employee must be excluded from the Project.

§ 15.4.4 Prior to commencement of its work on the Project the Surveyor will provide written certification to the District that either: (1) Surveyor and its Subcontractors of every tier, do not have any Covered Employees, as defined; (2) are otherwise exempt from compliance with the Statute; or (3) has complied with the statutory and contractual requirements stated in this Section of the Agreement as of that date, and that it:

.1 has requested a Criminal History Records Check through the District on all Covered Employees, if any, of every tier, has provided the required information to the District to do so and reimbursed the District for same;

.2 has obtained written certification from its independent contractors, and Subconsultants (of any tier) that they have provided the required information to the Surveyor, necessary to secure the information from the District and reimbursed the Surveyor for same; and

.3 have excluded any Covered Employee reported by the District to have a Disqualifying Criminal History from assignment to the Project.

Further, Surveyor agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, Surveyor will immediately remove the Covered Employee from District’s property or other location where students are regularly present, and notify the District of said removal within three (3) days of doing so. Surveyor understands that any failure to comply with the requirements of this section may be grounds for termination of this Agreement, in accordance with Article VI, Termination.

## **XVI. CONTRACT CONSTRUCTION**

16.1 All parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

## **XVII. FAMILIARITY WITH LAW AND CONTRACT TERMS**

17.1 Surveyor represents that, prior to signing this Agreement; Surveyor has become thoroughly acquainted with all matters relating to the performance of this Agreement, all applicable laws, and all of the terms and conditions of this Agreement.

## **XVIII. APPLICABLE LAW AND VENUE**

18.1 This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

18.2 The obligations of the parties to this Agreement shall be performable in Nueces County, Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Comal County, Texas.

## **IXX. SEVERABILITY**

19.1 In the event any one or more paragraphs or portions of this Agreement are held invalid or unenforceable, such shall not affect, impair or invalidate the remaining portions of this Agreement, but such shall be confined to the specific section, sentences, clauses or portions of this Agreement held invalid or unenforceable.

## **XX. FORCE MAJEURE**

20.1 In the event that performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by a Force Majeure Event, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence. For purposes of this agreement, a Force Majeure event is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent; provided that such event or circumstance is limited to the following: (a) complete inaccessibility to the location at which services were to be performed; (b) governmental act (including but not limited to state, federal, and /or local authority related to the COVID-19 pandemic or other pandemic or epidemic); (c) earthquakes, flood, fire, tornado, fire or other physical natural disaster; (d) act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works or requisition; (e) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, including but not limited to the COVID-19 pandemic; (f) the event is made impracticable if act(s)/circumstance(s) cause performance to become substantially more difficult, complex or challenging, such as an excessive or unreasonable increase in performance costs or if increased costs make performance commercially senseless. ("Force Majeure Event"). The party effected by the Force Majeure Event shall provide notice of such party's failure or delay in performance due to a Force Majeure Event to the unaffected party promptly, but no later than five (5) business days after the occurrence of a Force Majeure Event. Such notice shall describe the Force Majeure Event and the actions taken to minimize the impact thereof.

#### **XXI. SUCCESSORS**

21.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

#### **XXII. NON-WAIVER OF PERFORMANCE**

22.1 A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

22.2 No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

#### **XXIII. PARAGRAPH HEADINGS**

23.1 The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

#### **XXIV. LEGAL AUTHORITY**

24.1 The signer of this Agreement for District and Surveyor each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of District and Surveyor respectively, and to bind District and Surveyor to all of the terms, conditions, provisions and obligations herein contained.

#### **XXV. STATUTORY NOTICES**

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

25.2 Pursuant to Texas Government Code Chapter 2270, the Surveyor represents and warrants that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Surveyor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

25.3 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, to the extent applicable to this Agreement, the Surveyor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified payments and acknowledges that this Agreement may be terminated and payment withheld in this certification is inaccurate.

25.4 Pursuant to Texas Government Code Chapters 2274 and 809, if the contract is valued at \$100,000 or more and if Surveyor has at least ten (10) full-time employees, then Surveyor represents and warrants to the District that the Surveyor does not boycott energy companies and will not boycott energy companies during the term of the contract. This provision does not apply to sole proprietorships.

25.5 Pursuant to Texas Government Code Chapter 2274, if the contract is valued at \$100,000 or more and if Surveyor has at least ten (10) full-time employees, then Surveyor represents and warrants to the District that the Surveyor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of the contract. This provision does not apply to sole proprietorships.

#### **XXVI. ENTIRE AGREEMENT**

26.1 This Agreement, together with its Attachments embodies the complete Agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written consent of the parties.

26.2 It is understood and agreed by the Parties hereto that changes in local, state or federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

**26.3 Electronic Signatures for Agreement.** The Parties agree that this Agreement may be executed by electronic means, including electronic signature, and that such execution shall have the same force and effect as a handwritten signature for all purposes under Texas law. Pursuant to the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code § 322.001 et seq.), each Party consents to the use of electronic records and signatures in connection with this transaction. Delivery of a signed counterpart of this Agreement by email in PDF format or by use of an electronic signature platform (e.g., DocuSign, Adobe Sign, Nitro) shall be effective as delivery of a manually executed counterpart and shall have the same legal effect as original signatures.

Effective on the date of the last signature below ("Effective Date").

**AGREED TO BY:**

**DISTRICT:  
WIMBERLEY INDEPENDENT SCHOOL DISTRICT**

**DRAFT FOR BOARD APPROVAL – DO NOT SIGN (Final will be send for e-signature after Board Mtg)**

By: \_\_\_\_\_  
Dr. Greg Bonewald, Superintendent

Date: \_\_\_\_\_

**SURVEYOR:  
MOY TARIN RAMIREZ ENGINEERS, LLC**

**DRAFT FOR BOARD APPROVAL – DO NOT SIGN (Final will be send for e-signature after Board Mtg)**

By: \_\_\_\_\_  
Raymond Tarin, P.E | Principal  
Federal Tax ID# \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A – TEMPLATE ONLY**  
**Requirements Work Order**  
**Stand-By Professional Services Agreement for**  
**Surveying Services**

This Requirements Work Order (“RWO”) is executed on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, between the **Wimberley Independent School District** (hereinafter referred to as “District”), and \_\_\_\_\_, (“Professional”), both of which may be referred to herein collectively as the “Parties”, as an amendment to the *Stand-By Professional Services Agreement for Surveying Services* entered into by the Parties on the date of the last signature on the (“Master Agreement”).

1. **Purpose.** The purpose of this RWO is to set out the District’s project-specific Professional Services requirements for the following project: \_\_\_\_\_, (the “Project”), including the Scope of Services and establishment of a not-to-exceed price for the required the Professional’s Basic Services.

2. **Scope of Work.** The Scope of Services for the Project shall be as set out in **Attachment 1**, which is attached to this RWO and incorporated herein by reference.

3. **Not to Exceed Fee.** Professional agrees to provide all Professional Services required to complete the Scope of Services defined in the attached **Attachment 1** and the District agrees to pay a fee as follows:

- not to exceed \_\_\_\_\_ AND \_\_\_\_/100 DOLLARS (\$ \_\_\_\_\_) for such basic services. Billing shall be based upon the Hourly Fees and Unit Prices contained in the Scope of Work attached to this RWO as **Attachment 1**.
- a fixed fee of \_\_\_\_\_ AND \_\_\_\_/100 DOLLARS (\$ \_\_\_\_\_) payable upon completion of the Scope of Services to the District’s satisfaction.
- a fixed fee of \_\_\_\_\_ AND \_\_\_\_/100 DOLLARS (\$ \_\_\_\_\_) payable as follows:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Note: No fee, or any part of a fee, shall be payable prior to the Services or some designated part of the Services being performed to the District’s satisfaction.**

4. **Additional Services.** The District further agrees to pay for Additional Services (outside the Scope of Work, but related to the Project), in accordance with the hourly rates for Additional Professional Services contained in the Scope of Work attached to this RWO as **Attachment B**. All Additional Services shall be paid based upon a written proposal for such services approved by the District Representative, or the Board of Trustees if required, prior to the performance of such services.

5. **Notice to Proceed.** Professional is hereby authorized to immediately commence performance of its services in accordance with the Master Agreement, this RWO.

EXECUTED ON THIS, THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

**DISTRICT:**  
**WIMBERLEY INDEPENDENT SCHOOL DISTRICT**

**PROFESSIONAL: MOY TARIN RAMIREZ**  
**ENGINEERS, LLC**

**[EXHIBIT ONLY – DO NOT EXECUTE]**

**[EXHIBIT ONLY – DO NOT EXECUTE]**

By: \_\_\_\_\_  
 Dr. Greg Bonewald, Superintendent of Schools

By: \_\_\_\_\_  
 \_\_\_\_\_  
 (Printed Name and Title)  
 Tax ID # \_\_\_\_\_

**EXHIBIT A  
Requirements Work Order  
Stand-By Professional Services Agreement for  
Surveying Services**

This Requirements Work Order ("RWO") is executed on this 4th day of August, 2025, between the **WIMBERLEY INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "District"), and **MOY TARIN RAMIREZ ENGINEERS, LLC**, ("Professional"), both of which may be referred to herein collectively as the "Parties", as an amendment to the *Stand-By Professional Services Agreement for Surveying Services* entered into by the Parties on the date of the last signature on the ("Master Agreement").

1. **Purpose.** The purpose of this RWO is to set out the District's project-specific Professional Services requirements for the following project: (1) Wimberley ISD Baseball and Softball Complex, (2) Danforth Junior High School, (3) Wimberley High School, and (4) Blue Hole Primary, (the "Project"), including the Scope of Services and establishment of a not-to-exceed price for the required the Professional's Basic Services.

2. **Scope of Work.** The Scope of Services for the Project shall be as set out in **Attachment 1**, which is attached to this RWO and incorporated herein by reference.

3. **Not to Exceed Fee.** Professional agrees to provide all Professional Services required to complete the Scope of Services defined in the attached **Attachment 1** and the District agrees to pay a fee as follows:

- not to exceed THE AMOUNTS SET OUT IN ATTACHMENT 1 AND \_\_\_/100 DOLLARS. Billing shall be based upon the Hourly Fees and Unit Prices contained in the Scope of Work attached to this RWO as **Attachment 1**.
- a fixed fee of \_\_\_\_\_ AND \_\_\_/100 DOLLARS (\$ \_\_\_\_\_) payable upon completion of the Scope of Services to the District's satisfaction.
- a fixed fee of \_\_\_\_\_ AND \_\_\_/100 DOLLARS (\$ \_\_\_\_\_) payable as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note: No fee, or any part of a fee, shall be payable prior to the Services or some designated part of the Services being performed to the District's satisfaction.**

4. **Additional Services.** The District further agrees to pay for Additional Services (outside the Scope of Work, but related to the Project), in accordance with the hourly rates for Additional Professional Services contained in the Scope of Work attached to this RWO as **Attachment 2**, if applicable. All Additional Services shall be paid based upon a written proposal for such services approved by the District Representative, or the Board of Trustees if required, prior to the performance of such services.

5. **Notice to Proceed.** Professional is hereby authorized to immediately commence performance of its services in accordance with the Master Agreement, this RWO.

6. **Order of Precedence.** To the extent there is a conflict between the terms and conditions in the Master Service Agreement and those in the Proposal attached hereto as **Attachment 1**, the terms and conditions in Attachment 1 shall govern.

EXECUTED ON THIS, THE 4th DAY OF AUGUST, 2025.

**DISTRICT:  
WIMBERLEY INDEPENDENT SCHOOL DISTRICT**

**PROFESSIONAL: MOY TARIN RAMIREZ  
ENGINEERS, LLC**

**DRAFT FOR BOARD APPROVAL – DO NOT SIGN**

**DRAFT FOR BOARD APPROVAL – DO NOT SIGN**

**FINAL WILL BE SENT FOR E-SIGNATURE**

**FINAL WILL BE SENT FOR E-SIGNATURE**

By: \_\_\_\_\_  
Dr. Greg Bonewald, Superintendent of Schools

# Attachment 1

## Scope of Services and Survey Fees

July 29, 2025



Wimberley ISD  
Attn: Mr. Ryan Rosborough, CCM  
AGCM -Project Management Consultant  
85 NE Loop 410 Suite 600  
San Antonio, Texas 78216

Phone: 361-816-2468

Re: **Wimberley ISD 2025 Bond  
Survey Services**

Mr. Rosborough,

Moy Tarin Ramirez (MTR) Engineers, LLC is pleased to provide a proposal for surveying services for the above referenced project. The proposal is broken out into 4 separate sites as identified in the exhibit provided by the project architect.

The sites are:

1. Wimberley ISD Baseball and Softball Complex
2. Danforth Junior High School
3. Wimberley High School
4. Blue Hole Primary

Our understanding of the proposed scope of work and the associated fees are as follows:

Survey Services:

- a. Limited Boundary Verification, Tree, Topographic, and Improvement Survey:  
Limited Boundary Verification Survey (in the area of the survey limits) and field data collection of existing onsite Trees (8-inches Diameter Breast Height-DBH) and larger; topography and improvements of the Wimberley ISD sites (as shown on the attached exhibit), including utilities visible on the surface of the ground. Services include collection of elevation data at an approximate 50 ft by 50 ft grid and grade breaks for purposes of generating a 1 foot contour map with post processing of field data and preparation of an existing survey drawing to be used in the planning and design phase of the above project. The survey is to generally meet the requirements as listed in the "Stand-by Professional Services Agreement for Survey Services".

A Title Report will be ordered for the subject tract to determine easements/encroachments that may affect the proposed improvements. The title work will be subconsulted.

12770 Cimarron Path, Suite 100, San Antonio, TX 78249 TBPE F-5297  
Ph. 210.698.5051 Fx. 210.698.5085

This proposal does not follow the "Stand-by Professional Services Agreement for Survey Services" as follows:

- A 50 ft x 50 ft grid is proposed in lieu of the 20 ft x 20 ft grid.
- Water pressures require a separate flow test- These services are being proposed as a separate line item.
- Water main locations will be surveyed based on Subsurface Utility Exploration (SUE) markings.
- Water main depths will be noted only as identified by SUE.
- Gas pressures are not proposed to be provided. These services typically are coordinated by the MEP engineer with the provider.
- Gas main locations will be surveyed based on Subsurface Utility Exploration (SUE) markings.
- Gas main depths will be noted only as identified by SUE.
- Only trees 8-inches and larger will be located and identified on the survey as clarified via email.

Assumptions/Exclusions:

Elevation certificates for flood insurance purpose (FEMA) are EXCLUDED.

These surveys are NOT Boundary Surveys.

These surveys are NOT ALTA/NSPS Land Title Surveys.

Construction Survey services are EXCLUDED.

Survey Limits are restricted to the areas shown on the attached exhibit.

b. Ariel Drone Imagery :

MTR will utilize a survey drone to obtain a current aerial photo of the project limits (as identified by the attached exhibit). 360 GoPro video will be taken by survey crews within the survey limits.

c. Fire Flow Test :

MTR will subcontract a fire flow testing company to obtain fire hydrant testing on each of the project sites. Water pressures and flow capacity data will be collected for use in the project by the design team. The location of the fire flow tests will be coordinated with the civil engineer and architect. One test is proposed per site.

d. Limited Subsurface Utility Locates :

MTR will subcontract a subsurface utility locate company (Softdig) to provide surface locates of existing utilities that can be identified within each of the project limits. The surveys are limited to Quality Level B as defined in the proposals from the SUE contractor, attached. (Utility Markouts/Designating). Scope of services and Limitations are as listed in the SUE proposal. Test Holes/Vacuum Excavation Quality Level A locates are EXCLUDED. These services will be pass through with a 15% markup on subcontractor proposed fees.

12770 Cimarron Path, Suite 100, San Antonio, TX 78249 TBPE F-5297  
Ph. 210.698.5051 Fx. 210.698.5085

**Survey Fees: (Base Scope)**

1. Wimberley ISD Baseball and Softball Complex (3.56 acres +/-)		
a. <u>Limited Boundary Verification, Tree, Topographic, and Improvement Survey:</u>		\$ 10,970*
2. Danforth Junior High School (35 acres +/-)		
a. <u>Limited Boundary Verification, Tree, Topographic, and Improvement Survey:</u>		\$ 99,850*
d. <u>Limited Subsurface Utility Locates:</u>		\$ 21,114**
3. Wimberley High School (16.3 acres +/-)		
a. <u>Limited Boundary Verification, Tree, Topographic, and Improvement Survey:</u>		\$ 49,900*
d. <u>Limited Subsurface Utility Locates:</u>		\$ 15,835**
4. Blue Hole Primary (5.5 acres +/-)		
a. <u>Limited Boundary Verification, Tree, Topographic, and Improvement Survey:</u>		\$ 18,600*
	BASE SCOPE TOTAL:	\$216,269

\* includes Title Report for the survey limits  
\*\* includes 15% markup for pass through fee

**Survey Fees: (Additional Services Options Scope)**

5. Wimberley ISD Baseball and Softball Complex (3.56 acres +/-)		
b. <u>Ariel Drone Imagery:</u>		\$ 1,850
c. <u>Fire Flow Test (per each):</u>		\$ 800
d. <u>Limited Subsurface Utility Locates:</u>		\$ 3,191**
6. Danforth Junior High School (35 acres +/-)		
b. <u>Ariel Drone Imagery:</u>		\$ 5,000
c. <u>Fire Flow Test (per each):</u>		\$ 800
7. Wimberley High School (16.3 acres +/-)		
b. <u>Ariel Drone Imagery:</u>		\$ 4,000
c. <u>Fire Flow Test (per each):</u>		\$ 800
8. Blue Hole Primary (5.5 acres +/-)		
b. <u>Ariel Drone Imagery:</u>		\$ 2,800
c. <u>Fire Flow Test (per each):</u>		\$ 800
d. <u>Limited Subsurface Utility Locates:</u>		\$ 5,278**
	ADDITIONAL SERVICE OPTIONS SCOPE TOTAL:	\$ 25,319

\* includes Title Report for the survey limits  
\*\* includes 15% markup for pass through fee  
Individual items may be approved without affecting other pricing.

12770 Cimarron Path, Suite 100, San Antonio, TX 78249 TBPE F-5297  
Ph. 210.698.5051 Fx. 210.698.5085

**Terms and Conditions are as outlined in the Stand-by Professional Services Agreement for Surveying Services between Moy Tarin Ramirez Engineers and Wimberley ISD.** Additional services performed for the client which are not outlined in the above description shall be compensated for on an hourly basis in accordance with the attached schedule of hourly rates or through a lump sum fee negotiated with the client. Reimbursable expenses are in addition to the above fee arrangement.

Timeline: We will proceed with the survey work immediately upon approval. The surveys will be completed within 40 calendar days for "blue areas" and 60 calendar days for "red areas" as shown on the project limits exhibit attached.



Thank you for the opportunity to submit this proposal/agreement for survey services. If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,



---

Raymond Tarin, Jr., P.E., Principal

**WIMBERLEY INDEPENDENT SCHOOL DISTRICT  
BOARD OF EDUCATION  
WIMBERLEY, TEXAS**

**Subject: Policy Updates**

**Date: August 4, 2025**

**Presented by: Jason Valentine**

**Action**

**BACKGROUND INFORMATION**

Each year, the WISD Board of Trustees review updates and approve in accordance of TEC 37.001. The Code of Conduct was adjusted to reflect changes in law as a result of the most recent legislative session. Please see the Code of Conduct [Summary of Changes](#) of school.

**ADMINISTRATIVE RECOMMENDATION**

Approve as recommended

**BOARD ACTION REQUIRED**

Yes

**Wimberley ISD**



**Wimberley ISD**

*Excellence. Innovation. Service.*

**Student Code of Conduct**

**2025-2026**

This Student Code of Conduct provides information regarding expectations for student behavior and consequences for misconduct. Please read and review the information in the Student Code of Conduct with your student so that you have a clear understanding of its content. Once you and your student have reviewed the Student Code of Conduct, please sign and date receipt. Your signature, in the manner required by the school district, acknowledges your understanding and agreement to the terms listed below.

I have read and understand the Wimberley ISD Student Code of Conduct for the 2025-2026 school year. I understand that \_\_\_\_\_ (student name) will be held accountable for the behavior expectations and disciplinary consequences outlined in the Student Code of Conduct. I understand that the Student Code of Conduct governs all behavior at school, at school-sponsored and school-related activities, during online or other remote instruction, during school-related travel, or while traveling in a vehicle owned or operated by the District. I also understand the Student Code of Conduct governs some designated behaviors occurring within 300 feet of school property, some designated behaviors occurring completely off-campus, including certain electronic communications and postings, conduct that threatens the safety of other students or staff members, and any school-related misconduct regardless of time or location. I understand that a referral for criminal prosecution is possible for certain violations of law.

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# General Overview

## Purpose

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

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

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

## Additional Rules

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

## General Standards of Student Conduct

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

## Notice of Disciplinary Action

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

## Anti-Discrimination

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

## Discipline of Students with Special Needs

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

## Discipline Appeals

Appeals of disciplinary measures should be directed to the student's teacher or campus administrator, as described in local District policies FNG, FOC, or FOD as appropriate. Depending on the disciplinary consequence assigned, different complaint procedures may apply. A copy of the appropriate policy is available at the campus or central administration office or online at <https://pol.tasb.org/PolicyOnline?key=620> Please note that the email address and dedicated phone number of the campus behavior coordinator or campus administrator responsible for student discipline is listed on the campus homepage. Timelines for filing appeals stated in the policy will be enforced. Disciplinary consequences will not be delayed or deferred pending the outcome of an appeal.

## Effect of Student Withdrawal

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

## Scope of the District's Disciplinary Authority

### General Authority

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

- At any time during the school day.
- While traveling on District owned or operated transportation or during school-related travel.
- While attending any school-sponsored or school-related activity, regardless of time or location.
- As provided in extracurricular or organization handbooks, by-laws, constitutions, or other guidelines.
- During lunch periods, including those in which a student leaves the campus.
- While on school property.
- For any school-related misconduct, regardless of time or location.
- During online or other types of remote instruction.
- Other off campus conduct as authorized and defined by Chapter 37 of the Texas Education Code, including cyberbullying.
- For certain offenses against other students and school employees, regardless of time or location.
- For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line.
- For certain criminal offenses, regardless of time or location

- If the student is a registered sex offender.
- Conduct that threatens the safety of other students or staff members, regardless of the location

## Searches

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

## Criminal Conduct

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

Finally, as the District expects its students to adhere to certain standards of conduct, the District also expects that parents of our students and other visitors will comply with similar standards of conduct and civility expected of our students. Accordingly, a school administrator, resource officer, or school district peace officer may refuse to allow a person to enter or may eject a person from any property under the control of the school district if the person refuses to leave peaceably upon request, and 1) the person poses a substantial risk of harm to themselves or others, or 2) is behaving in a way that is inappropriate for a school setting. A person behaving inappropriately for a school setting may be removed if, prior to the person being removed from District property, 1) the school employee issued a verbal warning that the behavior was inappropriate and could lead to the person's removal of the individual and 2) the person persisted in the behavior. Any person removed from District property may appeal such removal under Board policy FNG (Local) or (GF) (Local) and shall be permitted to address the Board in person within 90 days of filing the initial complaint, unless the complaint is resolved before the Board considers it.

## Discipline Considerations & Techniques

### Discipline Considerations

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

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

- whether the conduct was motivated by antisemitism **(see definitions)**

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

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

The District will also establish a "threat assessment and safe and supportive school team" to serve at each campus of the district and will adopt policies and procedures for the teams. The team is responsible for developing and implementing the safe and supportive school program, as well as conducting threat assessments. These will include assessing and reporting individuals who make threats of violence or exhibit harmful, threatening, or violent behavior, gathering and analyzing data to determine the level of risk and appropriate intervention (including referring a student for mental health assessment and implementing an escalation procedure, if appropriate based on the team's assessment), and providing guidance to students and school employees on recognizing harmful, threatening, or violent behavior that may pose a threat to the community, school, or individual.

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

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

The board utilizes School Resource Officers to ensure sufficient 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. The law enforcement duties of school resource officers are to work in conjunction with the Hays County Sheriff's Department and Wimberley ISD. (Duties listed in Board Policy CKEC(LOCAL).

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

- Verbal correction.
- Seating changes.
- Parent conferences.

- Removal from the classroom.
- Sending the student to the office or other area.
- Transfer to a different classroom or campus.
- Assignment to an alternate setting.
- Behavior modification contracts or improvement plans.
- Separation or “stay away” agreements or orders.
- Assignment of school-related tasks, services, or duties.
- Confiscation of items.
- School probation.
- Restitution or restoration.
- Revocation of interdistrict transfer, as permitted by state law or local DOI Plan, if applicable
- Calming-down time.
- Lunch detention.
- After-school detention.
- Restorative practices
- Demerits or rewards.
- Positive behavior interventions.
- Mediation.
- Peer mentoring.
- Training in conflict management, social skills, managing emotions, and impulse control.
- Loss or restriction of privileges, including participation or membership in co-curricular or extracurricular activities, seeking or holding honorary positions, or speaking at school activities.
- Suspension from participation in UIL or district extracurricular activities.
- Revocation of transportation privileges.
- Counseling.
- Detention, before school, lunch and after school

- Grade penalties as permitted by policy
- Consequences identified in co-curricular or extracurricular codes of conduct, constitutions, by-laws, or other guidelines.
- In-school suspension.
- Out-of-school suspension.
- Disciplinary Alternative Education Program (DAEP).
- Expulsion.
- Verbal correction, oral or written
- Cooling-Off time or brief, "time out" period in accordance with law
- Seating changes in the classroom
- Counseling by teachers, counselors, or administrative personnel behavioral contracts
- Parent Telephone calls, letters and/or conferences
- Behavior Coaching
- Anger management class
- Family group conferencing
- Temporary confiscation of items to minimize distractions
- Office referral/student sent to office
- Assigning school duties other than class tasks
- Excluding student from school for remainder of the day
- Withdrawal of privileges, such as attendance at or participation in school sponsored or school relate activities, eligibility for seeking and holding honorary offices. This is mandatory when a student is assigned to a Disciplinary Alternative Education Program (DAEP)
- Restricting or withdrawing bus priveleges
- In-school or at home suspension
- Restitution to the District or an individual
- Referral to outside agency(ies) and/or legal authority(ies) for criminal prosecution in addition to disciplinary measures imposed by the District
- Emergency removal to DAEP or emergency expulsion
- Principal or Behavior Coordinator may restrict a student from attending or participating in

extracurricular activities based on behaviors at school or school events

- Other methods and consequences as stated in the SCC.

State law includes a list of prohibited "aversive" disciplinary techniques, defined as those "intended to reduce the likelihood of a behavior reoccurring by intentionally inflicting on a student significant physical or emotional discomfort or pain". While school districts may still utilize corporal punishment or legally permissible restraints, all other techniques listed in state law and below are explicitly prohibited and will not be utilized.

The term "aversive technique" includes a technique or intervention that:

- (1) is designed to or likely to cause physical pain, other than corporal punishment administered in accordance with state law
- (2) is designed to or likely to cause physical pain through the use of electric shock or any procedure that involves the use of pressure points or joint locks
- (3) involves the directed release of a noxious, toxic, or otherwise unpleasant spray, mist, or substance near the student's face
- (4) denies adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility
- (5) ridicules or demeans the student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse
- (6) employs a device, material, or object that simultaneously immobilizes all four extremities, including any procedure that results in such immobilization known as prone or supine floor restraint
- (7) impairs the student's breathing, including any procedure that involves:
  - (a) applying pressure to the student's torso or neck; or
  - (b) obstructing the student's airway, including placing an object in, on, or over the student's mouth or nose or placing a bag, cover, or mask over the student's face
- (8) restricts the student's circulation
- (9) secures the student to a stationary object while the student is in a sitting or standing position
- (10) inhibits, reduces, or hinders the student's ability to communicate
- (11) involves the use of a chemical restraint
- (12) constitutes a use of timeout that precludes the student from being able to be involved in and progress appropriately in the required curriculum and, if applicable, toward the annual goals included in the student's individualized education program, including isolating the student by the use of physical barriers; or
- (13) deprives the student of the use of one or more of the student's senses, unless the technique is executed in a manner that:

- (a) does not cause the student discomfort or pain; or
- (b) complies with the student's individualized education program or behavior intervention plan

## General Types of Prohibited Conduct

### Misconduct Involving Others

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

- Horseplay, roughhousing, and other playful behavior that, though not intended to harm, presents a reasonable risk of harm, threatens the safety of others, or actually causes injury to others.
- Fighting (**see definitions**) or scuffling that may or may not result in physical pain, illness, or any impairment of a physical condition.
- Hitting, pushing, or attempting to hurt another student in any way
- Engaging in conduct that can or does cause bodily injury (**see definitions**).
- Forcing an unwilling person to act or not act or obtaining money or another object of value from an unwilling person through duress, threats, force, extortion, coercion, or blackmail.
- Subjecting a student or District employee, official, or volunteer to physical harm, confinement or restraint.
- Bullying (**see definitions**).
- Cyberbullying (**see definitions**), including conduct that interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.
- Name-calling, ethnic or racial slurs, making racial comments to another student or employee, or derogatory statements that school employees reasonably believe could substantially disrupt the school environment or incite violence.
- Adding any substance, whether harmful or not, without permission to any food or beverages belonging to, in the possession of, or meant to be consumed by another student or District employee, official, or volunteer.
- Engaging in harassment (**see definitions**) toward another student or a District employee, official, or volunteer, including harassment based on race, color, religion, national origin, disability, sex, gender, or age.
- Engaging in sexual harassment (**see definitions**) or sexual abuse.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18

years of age or older created by using A.I. without the student's consent.

- Invasive visual recording **(see definitions)**.
- Inappropriate verbal (oral or written), physical, or sexual contact toward another student or a District employee, official, or volunteer, regardless of whether it is consensual.
- Touching one's own private body parts in a sexual manner.
- Consensual hugging, touching, or other displays of affection that interfere with, detract from, or disrupt the school environment.
- Engaging in physical, sexual, verbal, or emotional abuse as a means to harm, threaten, intimidate, or control another person in a current or past dating relationship.
- Engaging in oral or written threats to cause harm or bodily injury **(see definitions)** to another student, a District employee, official, or volunteer, or school property, including threats made on or off campus, using the Internet or other technology resources, including messaging apps, postings, or any kind of social media.
- Engaging in oral or written threats of any kind of violence, violent acts, or harm to another student or staff member, whether or not such threats are meant to be taken seriously.
- Preparing a hit list **(see definitions)**.
- Wrongfully obtaining and using another person's identifying information or personal data without permission.
- Hazing **(see definitions)**.
- Retaliating against a student for (1) reporting either a violation of the SCC or bullying, or (2) participating in an investigation of a violation of the SCC or bullying.
- Matches or a lighter.
- Tobacco products (including nicotine pouches), cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Electronic cigarettes **(see definitions)**, electronic vaping devices, personal vaporizers, electronic nicotine delivery systems or paraphernalia, including but not limited to Juul and Juul pods, vials, cartridges, or "pens" with liquid or any other types of material for use in such devices
- Using Artificial Intelligence (A.I.) in any way that harms other students, disrupts school operations, or otherwise violates provisions of this code of conduct or the District's Acceptable Use Policy
- Fireworks or any other pyrotechnic device.
- Smoke or stink bombs.

**Possessing, Using,  
Giving, Selling,  
Buying, or Offering  
to Sell or Buy  
Prohibited Items**

- Laser pointers (unauthorized use).
- Pepper spray or other small chemical dispenser sold commercially for personal protection.
- "Look-alike" drugs or items attempted to be passed off as drugs, including non-prescription drugs, medications, or herbal or dietary supplements except as permitted by District policy.
- Prescription drugs except as permitted by District policy.
- Less than a useable amount of stems, seeds, or other pieces of marijuana.
- Paraphernalia (**see definitions**) related to any prohibited substance, including, but not limited to, marijuana, a controlled substance, a dangerous drug, or an alcoholic beverage.
- Designer drugs, synthetic marijuana, synthetic cannabinoids (such as K2 or spice), stimulants (such as bath salts), or analogs of any drug in any form, regardless of whether currently scheduled or classified as an illegal drug under state or federal law and regardless of whether the substance is legally sold or marketed as "herbal incense," "potpourri," "bath salts," or "not for human consumption."
- Razor blades, box cutters, or chains.
- Knives with a blade 5 ½ inches or less.
- Hand instrument designed to cut or stab another by being thrown; including, but not limited to, a dirk, stiletto, dagger, poniard, bowie knife, sword, or spear.
- Fake or "look-alike" weapons.
- Deadly weapons (**see definitions**).
- Poisons, caustic acids, or other materials that may be toxic to the human body.
- BB gun, air gun, or stun gun.
- Ammunition, shells, bullets, or gunpowder.
- Clubs, knuckles, firearm silencers, or similar dangerous weapons.
- Material that is sexually-oriented, pornographic, obscene, or reveals a person's private body parts, including material created by A.I.
- Material, including published or electronic items, that promotes or encourages illegal behavior or could threaten school safety.
- Articles not generally considered to be weapons when the administrator determines that a danger exists or when used in a way that threatens or inflicts bodily injury to another.
- Electronic games, iPads, MP3 players, stereo head sets, ear pods, air pods, or any other electronic equipment for other than approved use
- Using, displaying, or having in operational mode a cellular telephone, telecommunications or personal digital communication device (**see definitions**) at school during the school day,

including using a cellular telephone to film other students and/or District employees. -First Offense: Device is collected and stored in the office, students can retrieve it at the end of the school day from the front office. Parents are notified. -Second offense - Device is collected and stored in the office, parents are notified to pick it up in the office at the end of the school day and detention. -Third offense - Device is collected and stored in the office, parents notified to pick it up in the office at the end of the school day and in school suspension. -Fourth offense will be considered insubordination for refusing to comply with school rules and guidelines related to cell phone, smartwatch, wireless headphones, and earbud use. This will be treated as a serious offense according to the WISD Student Code of Conduct and consequences will be issued accordingly.

## Misuse of Property

- Stealing from others, including the District.
- Committing or assisting in a robbery, theft, or burglary that is not punishable as a felony.
- Damaging, destroying, or vandalizing property owned by others or the District.
- Committing criminal mischief with damage in an amount less than \$2500.
- Marking District property such as textbooks, lockers, furniture, or equipment with graffiti, tagging, or by other means.
- Attempting to start or starting a fire on or in any property owned, used, or controlled by a student, the District, or District employees, officials, or volunteers that does not rise to the level of arson or criminal mischief.

## Safety / Disruption

- Threatening to use or exhibit a firearm.
- Discharging a fire extinguisher, pulling a fire alarm, calling 911, tampering with an Automated External Defibrillator, or causing the sprinkler system to activate when there is no smoke, fire, danger, or emergency.
- Making or participating in false statements, hoaxes, or jokes regarding threats to other students and/or school safety.
- Making threats regarding school safety or harm to students and/or employees, regardless of intent.
- Engaging in misbehavior, actions, or demonstrations that substantially disrupt or materially interfere with school activities or that give school officials reasonable cause to believe that such conduct will substantially disrupt the school program, endanger others, or incite violence.
- Throwing objects that can cause bodily injury or property damage.
- Making false accusations or providing false statements concerning wrongful, unlawful, inappropriate, or illegal conduct alleged to have been committed by another student or District employee, official, or volunteer.

## Technology

- Sending, possessing, or posting electronic messages, videos, audio recordings, or images that are abusive, obscene, sexually oriented, harassing, threatening, intimidating, illegal, or that cause a material or substantial disruption at school, including cyberbullying (**see definitions**).
- Using any device or technology to copy or capture an image or the content of any District materials (such as tests or exams) without permission of a teacher or administrator.

- Making, participating in the making of, transmitting to another via an electronic device, or posting to the Internet a digital video, audio recording, or image of an actual or simulated act that involves a crime or conduct prohibited by the Code of Conduct.
- Using any device or technology to record the voice or image of another in any way that disrupts the educational environment, invades the privacy of others, or without the prior consent of the individual being recorded.
- Using any device or technology to record the voice or image of another to take, disseminate, transfer, circulate, exhibit, present, or share audio, images, video, or photos that reveal private parts of the body that are normally covered by clothing.
- Using the name, persona, or image of a student, District employee, or volunteer to create a web page or social media account or post one or more messages on a website or social media account without the other person's consent for purposes of harassing, intimidating, embarrassing, or threatening another.
- Using email, websites, social media, messaging apps, or electronic devices to engage in or encourage illegal conduct, violations of the SCC, or to threaten school safety.
- Attempting to or successfully accessing or circumventing passwords or other security-related information of the District, officials, volunteers, employees, or other students by any means.
- Attempting to or successfully altering, destroying, interrupting, intercepting, or disabling District technology equipment, District data, the data of other users of the District's computer system, or other networks connected to the District's system, including uploading or creating computer viruses, worms, or other harmful material.
- Copying, downloading, reproducing, distributing, retransmitting, redisplaying, or modifying items from the District's website or social media accounts
- Using A.I. in any way that harms other students, disrupts school operations, or otherwise violates provisions of this code of conduct or the District's Acceptable Use Policy.
- Using Artificial Intelligence on any kind on any school assignment or assessment, unless explicitly authorized by the instructor of the class
- Engaging in any of the above forms of technological misconduct outside of school when such conduct causes a material or substantial disruption at school as determined by school officials or when such conduct is school-related and/or falls under the jurisdiction of the school, as described at the beginning of this SCC
- NOTE: Students will not be disciplined for technological misconduct related to possessing items described above so long as the student (1) did not contribute to creation of the item in any way, (2) possessed it only after receiving the item unsolicited from another, (3) either promptly destroyed the item or reported it to a school employee as soon as possible, and (4) did not show, provide a copy, forward, or re-post the item to anyone other than law enforcement, a school employee, or the student's parent/guardian.

## **Failure to Follow Rules**

- Violating dress and grooming criteria.
- Being insubordinate or otherwise failing to comply with lawful directives given by school personnel.
- Attempting to or successfully evading, avoiding, or delaying questioning by a District

employee or providing inaccurate information when questioned about possible violations of the SCC.

- Failing to provide proper identification upon request of a District employee.
- Attempting to violate or assisting, encouraging, promoting, or attempting to assist another student in violating the Code of Conduct or help conceal any violation.
- Failing to immediately report to a school employee knowledge of a device, object, substance, or event that could cause harm to self or others.
- Unexcused tardiness to class.
- Skipping school or class without the District's or parent/guardian's permission.
- Leaving class, the campus, or school events without permission.
- Enticing or preventing another student from attending school, class, or a school activity the student is required to attend.
- Violating rules for conduct on school owned or operated transportation.
- Violating rules for operating or parking a motor vehicle on school property.
- Violating policies or rules for computer use, Internet access, technology, or other electronic communications or imaging devices.
- Violating the District's medications policy regarding prescription and over-the-counter drugs.
- Academic dishonesty, including cheating, copying the work of another, plagiarism, use of A.I. to complete assignments, or unauthorized collaboration with another person in preparing an assignment.
- Failure to comply with guidelines applicable to student speakers who are speaking at school-sponsored or school-related events.
- Failure to ensure that personal property, mode of transportation, or school property used by the student does not contain prohibited items.
- Violating other campus or classroom rules for behavior or district policies.
- Using profanity, vulgar language, or obscene gestures.
- Loitering in unauthorized areas.
- Falsifying, altering, forging, or destroying school records, passes, other school-related documents, or documents presented to District employees.
- Gambling or betting money or other things of value.
- Inappropriate exposure of a student's private body parts which are ordinarily covered by clothing, including through such acts as mooning, streaking, or flashing.
- Taking one or more steps toward violating the SCC even if the student fails to complete the

## **Other Misconduct**

## Removal from District Transportation

### Reasons for Removal

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

- Enter and exit transportation in an orderly manner at the designated stop
- Students should remain seated facing front.
- All students must wear their seatbelt!
- Students must have their ID Badge.
- Students will not bother other students or the driver. Keep hands to yourself.
- Do not extend any body part, clothing, or other article outside of the vehicle
- There will be no pencils, markers, food, gum or drinks (except water) on the bus.
- Noise should be at a reasonable level.
- Keep your stuff in your backpack!
- Do not mark, deface, destruct, or tamper with seats, windows, emergency doors, or other equipment

### Procedure for Removal

A driver of District owned or operated transportation may send a student to the administrator's office to maintain discipline during transport to or from school or a school-sponsored or school-related activity, to enforce the transportation rules, or when the student engages in behavior that violates the SCC. The administrator may use one or more discipline management techniques to address the behavior, which may include temporarily suspending or permanently revoking school transportation privileges.

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

## Removal from Classroom by Teacher

### Ordinary Teacher Removal

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

### Formal Teacher Removal

A teacher may remove a student from class when:

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

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

**Placement During Removal**

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

**Procedures for Teacher Removal**

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

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

**Return to the Classroom**

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

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

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

## In-School Suspension (ISS)

### Reasons for ISS

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

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

### Procedure for ISS

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

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

### Notice for ISS

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

## Out-of-School Suspension (OSS)

### Reasons for OSS

Students may be suspended from school for any misconduct listed in any category of the SCC.

### Procedure for OSS

The student will be informed of the reason for out-of-school suspension and be given an opportunity to respond before the administrator's decision is final. While the student is suspended, the administrator may place restrictions on the student's participation in school-sponsored or school-related activities. Students may be suspended for a maximum of three school days at a time.

### Notice for OSS

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

Upon receiving a written request from a student's parent or guardian, the principal or other appropriate administrator may, at his or her sole discretion, reassign a student placed in out-of-school suspension to ISS if the student's parent or guardian demonstrates through supporting information and documentation that they are unable to provide suitable supervision for the student during school hours during the period of the suspension. If the administrator decides on ISS instead, the alternative placement may be used only in extenuating circumstances and may not be used as a routine replacement for out-of-school suspension. The school district shall maintain documentation of each such reassignment, including the parent's request, the reason for the parent's unavailability, and all supporting information and documentation.

## Assignments During ISS and OSS

The student will be required to complete all class assignments, homework, tests, and other academic work covered during the suspension. The student will have the opportunity to receive full credit for completed academic work when submitted in a timely manner and in accordance with the teacher or administrator's instructions. The student will be provided during the period of suspension, whether in-school or out-of-school, an alternative means of receiving all course work provided in the classes in the foundation curriculum that the student misses as a result of the suspension, including at least one option for receiving the course work that does not require the use of the Internet.

The District will provide a student placed in ISS with appropriate behavioral support services and comparable educational services as the student would receive in the classroom. If the student receives special education services, the student must continue to receive special education and related services specified in the student's individualized education program and continue to have an opportunity to progress in the general curriculum.

## Grade Level and Other Restrictions on Suspension

A student who is in second grade or younger cannot receive an out-of-school suspension unless, while at school or at a school-sponsored activity, the student engages in conduct that contains the elements of an offense related to weapons, engages in conduct that threatens the immediate health and safety of other students in the classroom, engages in documented conduct that results in repeated or significant disruption to the classroom, or engages in selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana or a controlled substance, a dangerous drug, or an alcoholic beverage.

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

## Disciplinary Alternative Education Program (DAEP)

### Reasons for Mandatory DAEP Placement

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

- Engages in conduct punishable as a felony.
- Commits an assault (**see definitions**) resulting in bodily injury (**see definitions**) against another.
- Sells, gives, delivers, possesses, uses, or is under the influence of a controlled substance (**see definitions**) or a dangerous drug (**see definitions**), in any amount not punishable as a felony.
- Sells, gives, delivers, possesses, uses, is under the influence of an alcoholic beverage or commits a serious act or offense while under the influence of an alcoholic beverage.
- Sells, gives, delivers to another student, possesses or uses an e-cigarette (**see definitions**) other than a first-time offense.
- Engages in an offense relating to abusable volatile chemicals (**see definitions**).
- Engages in conduct that contains the elements of the offense of harassment under specific

provisions of the Texas Penal Code (**see definitions**), against an employee of the school district.

- Engages in public lewdness (**see definitions**).
- Engages in indecent exposure (**see definitions**).
- Possesses, other than on his or her person, or uses a firearm (**see definitions**) as defined by state law. Note: Possession of a firearm as defined by federal law is an expellable offense.
- Possesses, other than on his or her person, or uses a knife with a blade over 5½".
- Engages in expellable conduct if the student is between six and nine years of age.
- Engages in a federal firearm offense if the student is six years of age or younger.

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

- The student receives deferred prosecution,
- A court or jury finds the student engaged in delinquent conduct, or
- The Superintendent or Superintendent's designee has a reasonable belief that the student has engaged in conduct defined as either a Title 5 felony offense or aggravated robbery (as defined in the Penal Code).

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

- Issues a false alarm or report (**see definitions**) or a terroristic threat (**see definitions**) involving a public school.
- Engages in the criminal offense of harassment as defined by law (**see definitions**) against any school employee or volunteer.
- Engages in the criminal offense of retaliation as defined by law (**see definitions**) against any school employee or volunteer.
- Is a registered sex offender (**see definitions**) under court supervision, probation, community supervision, or parole.

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

**School-Related.** A student may be placed in DAEP for any of the following misconduct if committed while on school property, or while attending a school-sponsored or school-related

## Placement

activity on or off school property:

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

- Committing any offense included in the list of “General Types of Prohibited Misconduct” in this SCC.
- Engaging in persistent (**see definitions**) misbehavior that violates this SCC.
- Engaging in criminal mischief if the damage is less than \$2500.
- Engaging in conduct that contains the elements of the offense of disruptive activities as defined by law (**see definitions**)
- Engaging in conduct that contains the elements of the offense of disruption of classes as defined by law (**see definitions**) unless the student is younger than 12 years of age at the time of the offense.

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

- The administrator has a reasonable belief that the student engaged in conduct punishable as a felony (other than aggravated robbery or a Title 5 felony), and the student’s continued presence in the regular classroom is a threat to the safety of others or is detrimental to the educational process.
- Off-campus conduct for which DAEP placement is required by state law when the administrator does not learn of the conduct until more than a year passes after the conduct occurred.

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

- A student who is a registered sex offender (**see definitions**) and who is not under any form of court supervision may be placed in DAEP at the discretion of the District. A student who is a registered sex offender and who is not under any form of court supervision, may be placed in regular classes if the student is not a threat to the safety of others, is not detrimental to the educational process, and if such placement is not contrary to the best interests of the District's students.
- Engages in bullying (**see definitions**) that encourages a student to commit or attempt to commit suicide.
- Incites violence against a student through group bullying.
- Releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student’s consent.
- Is involved with a public school fraternity, sorority, secret society, or gang (**see definitions**), including participating as a member or pledge, or soliciting another person to become a member or pledge.
- Is involved in criminal street gang activity (see definition).

## Placement

disruptive, or abusive that it seriously interferes with the teacher's ability to teach the class, the learning of other students, or the operation of a school-related or a school-sponsored activity. The reason for emergency placement must also be a reason for which DAEP placement could be ordered on a non-emergency basis. At the time of the emergency placement, the student will be told the reason for the action.

No later than the tenth day after the date of emergency DAEP placement, the student will be given a conference as required for regular placement in DAEP; see below.

## Procedure for DAEP Placement

**Conference.** No later than three school days after the student is removed from class, a campus administrator will schedule a conference with the campus behavior coordinator or other appropriate administrator, the student's parent/guardian, and the student. At the conference, the administrator will explain the allegations against the student, inform the student of the basis for the proposed DAEP placement, and give the student an opportunity to explain his or her version of the incident. The District may conduct the conference and make a discipline decision regardless of whether the student or the student's parent/guardian attends if the District made reasonable attempts to have them attend.

On placement of a student in a disciplinary alternative education program, the school district shall provide information to the student's parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student under the Texas Education Code, Section 29.004.

If during the term of DAEP placement the student engages in additional misconduct, additional conferences may be conducted and additional discipline may be imposed.

**Interim Placement.** Until a placement conference can be held, the student may be placed in another appropriate classroom, in-school suspension, or out-of-school suspension. The student may not be returned to the regular classroom pending the placement conference.

**DAEP Placement Order.** If the outcome of the conference is to place the student in DAEP, the campus behavior coordinator or designee will issue a DAEP placement order. If the length of placement differs from the guidelines included in the SCC, the DAEP placement order will give notice of the inconsistency.

A copy of the DAEP placement order will be sent to the student and the student's parent/guardian. For those students placed in DAEP for a reason identified in the Texas Education Code, the District will also send the juvenile court a copy of the DAEP placement order no later than the second business day after the placement conference. A copy of the DAEP placement order will be included with any records sent to a school where the student seeks to enroll. The enrolling school district has discretion to enforce the DAEP placement order.

## Length of DAEP Placement

The length of a student's placement in DAEP will be determined on a case-by-case basis using the criteria identified in the "Discipline Considerations" section of this SCC. All DAEP placements will result in placement up to one calendar year with a review every 120 days. The CBC shall determine the length of the student's placement on a case by case basis on the seriousness of the offense, the student's age and grade level, the frequency of the misconduct, the student's attitude and statutory requirements.

If the DAEP is at capacity at the time a DAEP placement decision is made for a student who engaged in conduct related to marijuana, a vape, alcohol, or an abusable chemical, the student shall be:

- (1) placed in in-school suspension; and
- (2) if a position becomes available<sup>72</sup> in the DAEP program before the expiration of the placement period, transferred back to the DAEP for the remainder of the placement order.

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

- (1) may be removed from the DAEP and placed in in-school suspension to make space in the DAEP available for the student who engaged in violent conduct; and
- (2) if removed from the DAEP for this reason, shall be returned to the DAEP if space becomes available prior to the end of the placement period.

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

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

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

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

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

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

**Transfers.** Registered sex offenders under court supervision that transfer into the District will be required to complete the DAEP assignment assessed by the previous school district, but will receive credit for any time already spent in DAEP.

Registered sex offenders who are not under court supervision that transfer into the District will be required to complete the DAEP assignment assessed by the previous school district, but will receive credit for any time already spent in DAEP.

**Periodic Review for Registered Sex Offenders.** At the end of the first semester of DAEP placement, a review committee will determine by majority vote and recommend to the appropriate administrator whether the student should remain in DAEP or be returned to the regular classroom. The appropriate administrator will follow the committee's decision to return the student to the regular classroom unless the student's presence in the regular classroom is a

## Particular Rules for Registered Sex Offenders

threat to the safety of others, is detrimental to the educational process, or is not in the best interests of the District's students. Conversely, the appropriate administrator will follow the committee's decision to continue the student's placement in DAEP unless the student's presence in the regular classroom is not a threat to the safety of others, is not detrimental to the educational process, or is not contrary to the best interests of the District's students

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

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

**Grade Levels.** Elementary students in kindergarten through grade 5 will not be placed in DAEP with secondary students in grade 6 through grade 12.

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

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

**Transportation.** The District will provide transportation to and from DAEP. This transportation privilege may be revoked if the student does not follow the transportation rules, refuses to cooperate with the driver or other District personnel involved in providing transportation or violates any provision of the SCC during transport.

**Periodic Review.** The District will review a student's DAEP placement and academic status every 120 calendar days. In the case of a high school student, the student's progress toward graduation will be reviewed and a graduation plan will be established. At the review, the student or the parent/guardian will have an opportunity to present reasons for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

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

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

## Other DAEP Issues

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

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

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

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

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

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

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

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

The administrator's decision may be appealed to the Board. In the event of an appeal, at the

next scheduled meeting the Board will: (1) review the notice, (2) hear statements from the student, the student's parent/guardian, and the administrator, and (3) confirm or reverse the decision of the administrator.

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

The District has opted not to adopt a policy providing for parental involvement in school disciplinary placements.

## Policy for Parental Involvement in School Disciplinary Placements

## Expulsion

### Reasons for Mandatory Expulsion

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

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

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

- Possesses or uses a location restricted knife, on or about his or her person, if the student is younger than 18 years of age.
- Possesses, manufactures, transports, repairs, or sells one of the following prohibited weapons: an explosive weapon, machine gun, short-barrel firearm, armor-piercing ammunition, chemical dispensing device, zip gun, improvised explosive device, or tire deflation device (**see definitions**).
- Engages in the following misconduct as defined in the Texas Penal Code: (1) aggravated assault, (2) sexual assault, (3) aggravated sexual assault, (4) arson, (5) murder, (6) capital murder, (7) criminal attempt to commit murder or capital murder, (8) indecency with a child, (9) kidnapping, (10) aggravated kidnapping, (11) burglary, (12) robbery, (13) aggravated robbery, (14) manslaughter, (15) criminally negligent homicide, or (16) continuous sexual abuse of a young child or children.
- Sells, gives, delivers, possesses, uses, or is under the influence of a controlled substance (**see definitions**) or a dangerous drug (**see definitions**), if the behavior is punishable as a felony.
- Engages in conduct that contains the elements of assault under Section 22.01(a)(1), Penal Code (**see definitions**), against a school district employee or volunteer.
- Retaliates (**see definitions**) against a school employee or volunteer by committing a state-

## Reasons for Discretionary Expulsion

mandated expellable offense.

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

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

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

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

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

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

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

- Engages in felony criminal mischief.
- Engages in breach of computer security by accessing a computer, computer network or computer system owned by or operated on behalf of a school district without consent and knowingly alters, damages, or deletes school district property or information or breaches any other computer, computer network, or computer system.
- Engages in bullying (**see definitions**) that encourages a student to commit or attempt to commit suicide.
- Incites violence against a student through group bullying.
- Releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.

- Commits a state-mandated expellable offense on the school property of another Texas school district or while attending a school-sponsored or school-related activity of another Texas school district.
- Issues a false alarm or report (**see definitions**) or a terroristic threat (**see definitions**) involving a public school.

**Title 5 Felonies Regardless of Location.** In addition to the expellable conduct listed above, a student may also be expelled and placed in DAEP if the student:

- is arrested for a Title 5 felony offense (**see definitions**),
- is charged with engaging in a Title 5 felony offense,
- receives deferred adjudication or deferred prosecution for a Title 5 felony offense or aggravated robbery,
- is on probation for a Title 5 felony offense or aggravated robbery,
- is found by a court or jury to have engaged in delinquent conduct for a Title 5 felony offense or aggravated robbery,
- has been referred to a juvenile court for delinquent conduct based on a Title 5 felony offense or aggravated robbery, or
- was convicted of a Title 5 felony offense or aggravated robbery;

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

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

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

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

**Hearing.** Students alleged to have committed an expellable offense will receive a hearing before the Jason Valentine, Assistant Superintendent within a reasonable time following the alleged misconduct. The student's parent/guardian will be informed of the basis for the proposed

## Emergency Expulsion

## Procedure for Expulsion

expulsion and will be invited in writing to attend the hearing. After making an effort to inform the student and parent/guardian of the hearing, the District may hold the hearing regardless of whether the student or the student's parent/guardian attends. At the hearing, the student is entitled to:

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

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

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

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

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

## Length of Expulsion

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

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

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

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

## Other Expulsion Issues

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

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

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

**Effect of Student Withdrawal.** If a student withdraws from the District before the expulsion hearing is conducted, the District may proceed with conducting the hearing after sending

written notice to the parent/guardian and student. If the student re-enrolls during the same or subsequent school year the District may enforce the expulsion order at that time; students will be credited for any expulsion period that was served by the student while enrolled in another district.

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

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

## Expulsion Appeals

An expelled student may appeal the expulsion decision to the Board of Trustees as provided by policy. The student or student's parent/guardian must submit a written appeal to the Superintendent within 7 days after receipt of the expulsion order or decision. The Superintendent will give the student or the student's parent/guardian written notice of the date, time, and location of the meeting at which the Board will review the decision. Consequences will not be delayed pending the outcome of the appeal.

## Virtual Expulsion Program

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

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

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

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

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

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

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

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

## Definitions

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

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

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

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

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

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

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

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

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

**CLUB:** An instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, including a blackjack, nightstick, mace, and tomahawk.

**CONTROLLED SUBSTANCE:** A substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other

substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

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

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

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

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

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

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

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

**DISRUPTIVE ACTIVITY:** Intentionally engaging in disruptive activity on the campus or property of any private or public school, alone or in concert with others. Disruptive activity is defined as: (1) obstructing or restraining the passage of persons in an exit, entrance, or hallway of a building without the authorization of the administration of the school; (2) seizing control of a building or portion of a building to interfere with an administrative, educational, research, or other authorized activity; (3) preventing or attempting to prevent by force or violence or the threat of force or violence a lawful assembly authorized by the school administration so that a person attempting to participate in the assembly is unable to participate due to the use of force or violence or due to a reasonable fear that force or violence is likely to occur; (4) disrupting by force or violence or the threat of force or violence a lawful assembly in progress; (5) obstructing or restraining the passage of a person at an exit or entrance to the campus or property or preventing or attempting to prevent by force or violence or by threats of force or violence the ingress or egress of a person to or from the property or campus without the authorization of the administration of the school.

**E-CIGARETTE:** "E-cigarette" means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine

or other substances to the individual inhaling from the device. The term does not include a prescription medical device unrelated to the cessation of smoking. The term includes 1) a device described by the statute regardless of whether the device is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description, and 2) any component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

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

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

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

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

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

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

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

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

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

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

**HARASSMENT (as defined by the Penal Code):** Actions against a school employee with intent

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

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

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

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

**INDECENT EXPOSURE:** Those acts defined in Texas Penal Code § 21.08 as an offense that occurs when a person exposes his or her anus or any part of his or her genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

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

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

**INVASIVE VISUAL RECORDING:** A person commits an offense if, without the other person's

consent and with intent to invade the privacy of the other person, the person: (1) photographs or by videotape or other electronic means records, broadcasts, or transmits a visual image of an intimate area of another person if the other person has a reasonable expectation that the intimate area is not subject to public view; (2) photographs or by videotape or other electronic means records, broadcasts, or transmits a visual image of another in a bathroom or changing room; or (3) knowing the character and content of the photograph, recording, broadcast, or transmission, promotes a photograph, recording, broadcast, or transmission described above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TERRORISTIC THREAT:** Threats to commit any offense involving violence to any person or property with intent to: (1) cause a reaction by an official or volunteer agency organized to deal with emergencies; (2) place any person in fear of imminent serious bodily injury; (3) prevent or interrupt the occupation or use of a building, room, place of assembly, place to which the public

has access, place of employment or occupation, aircraft, automobile, or other form of conveyance, or other public place; (4) cause impairment or interruption of public communications, public transportation, public water, gas, or power supply or other public service; (5) place the public or a substantial group of the public in fear of serious bodily injury; or (6) influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the District).

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

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

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

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

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

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

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

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**Wimberley ISD**  
**Code of Conduct Summary of Changes for 25-26**

**From the Walsh-Gallegos Template**

The Texas Education Code requires every school district board of trustees to adopt a student code of conduct for the district. Written by attorneys with years of experience representing public schools, the Walsh Gallegos Student Code of Conduct incorporates complex discipline laws while providing maximum local flexibility to make individualized, legally compliant decisions.

Designed to be tailored for your district's needs, our interactive program includes user-friendly worksheets with local policy references. When the law offers a choice regarding how to address student misconduct in your local code of conduct, you will be prompted to mark your district's preference and choose legally vetted alternate language with the click of a mouse. Once your selections are made, the program will generate a final student code of conduct that you can send directly to your printer, website, and/or student acknowledgment application.

The 2025 Code will be updated with many new laws from the 89th Texas Legislature. The 89th Legislative Session made more changes to student discipline than any other session since the Education Code was re-codified in 1995. The changes include: extensive amendments to procedures and grounds for teacher removals and returning a student to class after a teacher removal; changes to in-school and out-of-school suspension; revised consequences for possession or use of e-cigarettes; new standards for removals of students below grade three; new mandatory DAEP offenses; changes and additions to the statutory list of mandatory expulsion offenses; and the ability to provide educational services during an expulsion through remote education.

Changes:

- Not later than the first day of the 2025-2026 school year, the Texas Education Agency (TEA) shall prepare and provide to each school district a report identifying each law relating to school discipline that was amended or added by the 89th Legislature, Regular Session, 2025. A school district shall provide to each student and the parent of, or person standing in parental relation to the student, the prepared report.
- Campus Behavior Coordinator - must identify a single person. The CBC must also closely monitor safety and threats and report them to the threat assessment team
- Added a definition for Anti-Semitism and lists it specifically in the mistreatment of others as a violation
- Added short barrel firearm to list of prohibited items
- Nicotine pouches were added to prohibited items
- Personal Communication Devices changes in accordance with HB1481
- Utilize artificial intelligence in a way that would constitute academic dishonesty or as a means of engaging in any other prohibited conduct or any unauthorized use.
- First time offense of nicotine vape moving to a 10-Day ISS Placement instead of a DAEP placement as was previously mandated by legislation. Now, the second offense is listed as a DAEP placement
- Added Parental involvement policy for DAEP placements and expulsions

- Additional language for a formal teacher removal and appeals for formal teacher removal (See page 17)
- In School Suspension time limit has been removed. Must have a principal review every 10 days of placement.
- Alternative discipline assignment. Affirms a parent may make a written request to reassign OSS to ISS if a supervision concern arises
- Mandatory DAEP - Title V felonies and aggravated robbery are mandatory expulsions. Expands language for weapons charges and the use of expulsion and DAEP
- Emergency Expulsion Clarification - Emergency expulsion may be ordered based on a single incident of behavior by the student. As well as conditions for Emergency Expulsion (See page 30)
- Provides opportunity for schools to consider a Virtual Expulsion Program under certain circumstances (See page 31)
- Glossary - new definitions for Personal Communication Device

**WIMBERLEY INDEPENDENT SCHOOL DISTRICT  
BOARD OF EDUCATION  
WIMBERLEY, TEXAS**

**Subject: Policy Updates**

**Date: August 4, 2025**

**Presented by: Jason Valentine**

**Action**

**BACKGROUND INFORMATION**

The 89<sup>th</sup> Legislative Session passed several laws that have an impact on public school policy. Some of these changes require action prior to the start of the school year. The following policies are those to be considered prior to the start of school.

**FNCE(LOCAL) – Personal Communication Devices/Electronic Devices** – Bans cell phone use on campus in accordance to HB 1481

**FD(LOCAL) - Admissions** – The legislature requires each school district to have a possible that addresses whether participation in UIL activities will be allowed for students from Private schools and Homeschools for students residing in the public-school boundaries. It also now requires we determine whether we will allow participation for students who live outside our district boundaries. We already allow participation for students within our district boundaries. We are not recommending expanding UIL participation to people living outside the WISD boundaries who are attending private schools or homeschools.

**EFB(LOCAL) – Instructional Resources – Library Materials** – In accordance to SB13, this policy update changes “Selection and Evaluation of Materials” to “Recommendation and Procurement of Materials” outlining the process for Board Approval of new Materials including a period for public access prior to approval by the WISD Board of Trustees. The update also replaces the term “Reconsideration” with “Challenge.”

**ADMINISTRATIVE RECOMMENDATION**

Approve as recommended

**BOARD ACTION REQUIRED**

Yes

**PROPOSED POLICY 7.21.25**

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**Note:** For searches of personal communication devices or other personal electronic devices, see FNF.

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**Personal  
Communication  
Devices**

A student shall not use a personal communication device on school property during the school day. While on school property, the student shall store any personal communication device in accordance with administrative regulations.

A student who violates this policy or any regulations shall be subject to discipline in accordance with the Board-adopted Student Code of Conduct.

An authorized District employee shall confiscate a student's personal communication device that is used in violation of this policy or any applicable regulations.

If a personal communication device is not retrieved, the District shall dispose of the device after providing the notice required by law.

Exceptions

A student shall be authorized to use a personal communication device on school property during the school day only under the following circumstances:

1. The student's use is necessary for implementation of the student's individualized education program, a 504 plan, or a similar program or plan;
2. The student's use is required due to a documented need based on a directive from a qualified physician; or
3. The student's use is necessary to comply with a health or safety requirement imposed by law or as part of the District or campus safety protocols.

Implementation

The Superintendent shall develop regulations to implement this policy.

Compliance

Annually, the Superintendent shall report to the Board on the implementation and compliance of this policy.

## **Wimberley ISD Personal Communications Device HB1481 Procedure**

In the 89th Legislative Session, House Bill 1481 was passed and signed into law by Governor Greg Abbott on June 20, 2025. This new law bans the use of personal communication devices by students during the school day including instructional and non-instructional time, while on school property.

Personal communications devices that are prohibited for student use during the school day, as defined by the law, include:

- Cellphones such as a smartphone or a flip phone
- Laptop
- Tablet
- Smartwatch
- Smart glasses
- Paging device
- Earbuds and headphones
- Any other digital device used to communicate with others

Exceptions include:

- Devices provided by schools to student for instruction
- Devices necessary to implement an individualized education program (IEP) or Section 504
- Devices for a student with a documented need based on the directive from a qualified physician
- Devices necessary to comply with a health or safety requirement imposed by law or as a part of the district's or school's safety protocols

### **What does this mean for Wimberley ISD?**

When your child returns to school on August 14, use of these devices will be prohibited during class time, transitions, and lunch. This means students will be required to keep these devices securely stored in their backpacks or purses during the school day turned off or in airplane mode.

### **FAQ**

#### **Why is our school adopting a phone-free policy?**

Last school year, there was a recommendation made by a WISD Cell Phone Committee of parents, community members and faculty that would ban cell phone use in WISD prior to the passage of HB 1481. Since HB 1481, it is no longer a local decision, but a state law to reduce distractions in the educational environment and allow students to fully engage in their academics.

#### **What is included in a “cell phone and personal communication device”?**

This includes, but is not limited to: cell phones (smart or flip), smart watches, tablets/iPads, wireless/wired earbuds or headphones, personal laptops, or any device capable of messaging, calling, recording or internet/cellular access.



**When can students use their phones or personal devices?**

Students are not permitted to use personal electronic devices at any point during the school day, including between classes, during lunch, and in non-instructional periods. Devices must remain turned off or in airplane mode and put away (backpacks, purses or designated storage areas).

**What happens if a student violates the personal communication device policy?**

Violations will follow a progressive discipline process, which include: collection of the device, parent/guardian pick-up only, detention or in-school suspension (ISS) for repeated violations, and possible loss of device privileges on campus.

**Violation of HB 1481 (Unauthorized Use of Personal Communication Device)**

<b>Offense</b>	<b>Consequence</b>	<b>Action Details</b>
1st Offense	Device collected and stored in office	<ul style="list-style-type: none"> <li>● Parent Notified</li> <li>● Student can pick up at the end of the day</li> </ul>
2nd Offense	Device collected and stored in office	<ul style="list-style-type: none"> <li>● Parent Notified</li> <li>● Parent Pick Up Device at end of day</li> <li>● Detention</li> </ul>
3rd Offense	Device collected and stored in office	<ul style="list-style-type: none"> <li>● Parent Notified</li> <li>● Parent Pick Up Device at end of day</li> <li>● In School Suspension</li> </ul>
4th Offense +	Insubordination for refusing to comply with WISD rules/state law related to personal device use. Serious offenses will be treated as such in accordance with the WISD Student Code of Conduct.	

***\*\*Parent\*\* may represent the actual parent, guardian or an emergency contact.\****

***\*\*Parents may pick up the device before/after school or during the school day. Students will not receive the phone back during the school day in which it was collected.\*\****

**What happens if a student refuses to turn over a personal communication device?**

When a student refuses to turn over their phone after violating the HB 1481 policy, it is treated as defiance of authority/insubordination. The student will face immediate disciplinary action, starting with in-school suspension (ISS), and repeated refusals may lead to out-of-school suspension or placement in a disciplinary program. Parents or guardians are notified in every case, and the incident is documented in the student's record.



<b>Offense</b>	<b>Consequence</b>	<b>Action Details</b>
1st Refusal	Phone Violation Consequence + 1 Day of ISS	<ul style="list-style-type: none"><li>● Parent Notified</li><li>● ISS</li></ul>
2nd Refusal	Phone Violation Consequence + 2 Days of ISS	<ul style="list-style-type: none"><li>● Parent notified and a conference is held (in person or by phone).</li><li>● Students may lose the privilege of carrying a device on campus.</li><li>● ISS assigned</li></ul>
3rd Refusal	Phone Violation Consequence + Possible OSS or DAEP	<ul style="list-style-type: none"><li>● Parent notified</li><li>● Administrative team evaluates for out-of-school suspension or placement in a Disciplinary Alternative Education Program (DAEP)</li></ul>

**When can I pick up my student’s phone?**

Phones taken for HB 1481 violations are released only to a parent/guardian/emergency contact Monday-Friday during regular school hours or before or after the school day.

**Is the school responsible if the phone is damaged?**

No. Personal devices brought to school are at the owner’s risk; as in many Texas districts, our handbook states the district is not responsible for damaged, lost, or stolen telecommunications devices held due to policy violations. Concerns about device condition should be raised at time of collection.

**Is my child’s teacher personally responsible for the phone?**

Teachers who collect a device under district policy are acting within their professional duties and are protected from personal financial liability under Texas Education Code §22.0511(d) (no requirement to pay for student property handled in the course of employment). Questions go to campus administration.

**Can a student use their personal communication device on the bus, on a field trip, or at an extracurricular activity?**

Yes, a student may be allowed to use their personal communication device on the bus, during a field trip, or at an extracurricular activity. Students are expected to follow all directions given by supervising staff, and failure to do so may result in disciplinary consequences.

**What if my child needs their phone in case of a crisis or lockdown at school?**

In a true emergency, Wimberley ISD’s emergency response plans are in place to protect students and keep families informed. During lockdowns, having hundreds of students using phones can spread false information, interfere with communication systems, and create safety risks. Our staff is trained to manage these situations, and we ask students to follow directions from trusted adults on campus.

**How do I contact my student during the school day?**

We want our students to be engaged in their learning; therefore, we ask that you refrain from contacting your student during the school day unless it is an emergency. Should you need to contact your student, please call the school's front office.

**What if my child needs to contact me during the school day?**

Students may ask to use a school phone in the front office, counselor's office, or another supervised area. Non-urgent communication should wait until after school.

**What if my child has a medical condition that must be monitored by their cell phone?**

Exceptions are built into the law for such documented instances. Under doctors orders, students may use a personal electronic device if a licensed physician determines that it is necessary to monitor a medical condition (i.e., diabetes, epilepsy). If a student has a documented medical need that requires personal device access, please work with your campus nurse and principal to develop an appropriate plan. Accommodations will be made on a case-by-case basis to support student health.

**What if my child has an IEP or 504 plan?**

Students with an Individualized Education Plan (IEP) or 504 plan will have personal device access decisions made by their ARD or 504 committee. The policy will not override accommodations required by federal law. Please contact your child's campus for support if this applies.

**What if a student attends a CTE course or practicum off campus and the host requires use of a personal device?**

HB 1481 only applies during school hours while students are on school property. Courses or practicums off campus are not included in the law.

### PROPOSED REVISIONS 7.22.25

<b>Persons Age 21 and Over</b>	The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.
<b>Registration Forms</b>	The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.
Proof of Residency	In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency. The District may investigate stated residency as necessary.
<b>Minor Living Apart</b>	A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.
Person Standing in Parental Relation	
Misconduct	A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.
Exceptions	Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.
Extracurricular Activities	The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.
<b>Students Not Enrolled</b>	A student enrolled in a private school, including a homeschool, <a href="#">who resides within District boundaries</a> shall <del>not</del> be eligible for <del>concurrent enrollment in the District nor for</del> participation in <a href="#">UIL</a> curricular or extracurricular activities, <del>except as required by law. [See EEL and FM].</del> <a href="#">Any other student enrolled in a private school, including a homeschool, shall not be eligible for concurrent enrollment in the District nor for participation in curricular or extracurricular activities. [See EEL and FM]</a>
<b>Nonresident Student in Grandparent's After-School Care</b>	The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

**“Accredited” Defined**

For the purposes of this policy, “accredited” shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

**Grade-Level Placement**

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

**Transfer of Credit**

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student’s records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student’s available records and other relevant information

to ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

**Withdrawal**

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).

### PROPOSED POLICY 7.21.25

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

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#### Collection Development Policy

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

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

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, online catalogs, library mobile applications used in the District, and any other library catalog a student may access.

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

#### Responsibility

The District shall ensure librarians, professional library staff, and other designated professional staff are trained or receive information on the proper collection development standards.

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

#### Collection Development Goals

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

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
3. Include accurate and authentic factual content from authoritative sources.
4. Have a high degree of potential user appeal and interest.

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5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.
6. Represent diverse viewpoints and cultural groups of the state and their contributions to the state, the nation, and the world, to ensure the collection embodies the background of all students.

Recommendation  
and Procurement of  
Materials

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

Librarians and other professional staff shall develop recommendations to be presented to the Board. The librarians and other professional staff shall ensure that the materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the development of recommendations of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District residents.
2. Consultation with District teachers and library staff.
3. Consultation with library staff from other districts.
4. Extensive review of the library material.
5. Context of the library material, including overall fit within the existing collection and support of District curriculum.
6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and

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state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.

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

The Board shall consider the list of library materials that have been donated or proposed by the administration for procurement. Each Board member may propose changes before the Board takes action on the list of donated or proposed library materials.

The Board shall either approve or reject the library materials that have been donated or proposed for procurement.

Donated and  
Proposed  
Procurement List

At least 30 days prior to the Board's vote to accept donated library materials or approve procurement of library materials, the Superintendent shall make accessible to the public the list of library materials in accordance with law.

Access Plan

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

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

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

Parental  
Involvement

Parents and guardians are the primary decision-makers regarding their child's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their child.

In accordance with state law and administrative procedures, parents or guardians may submit to the principal or a staff member

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designated by the principal a list of library materials that the parent's or guardian's child shall not be allowed to check out or access for use outside of the school library. The Superintendent shall develop procedures that permit a parent or guardian to submit the request in at least one of the methods permitted by law.

The parent or guardian may select alternative library materials for their child. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

*Access  
Procedures*

School Library

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

Library Catalog

A parent or guardian who wishes to access the catalog of library materials for any school in the District shall submit a written request to the school's principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

Protection from  
Inappropriate  
Material

In accordance with law and guidance from the Texas State Library and Archives Commission, library materials shall not include "harmful material"; any library material that is pervasively vulgar or educationally unsuitable; any library material containing indecent or profane content; any library material that refers a person to a website, including by use of a link or QR code, containing content legally prohibited under law; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

**Challenge of Library  
Material**

A District employee, a parent or guardian of a District student, or District resident may challenge library material maintained in the District's library program.

Guiding Principles      The following principles shall guide the review of a challenge of library material:

1. An individual may challenge library material used in the District's library program, despite the fact that the professional staff and the Board followed the proper procedure and adhered to the objectives and criteria for recommending and procuring library materials set out in this policy.
2. Access to challenged material shall be restricted during the challenge process.

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

Informal Challenge      When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or administrator shall try to resolve the matter informally. The librarian or administrator shall explain the selection process and discuss the intended purpose for the library material.

The librarian or administrator shall offer a concerned parent or guardian an alternative library material to be used by the child in place of the material and, if requested, shall restrict the child's access to the material objected to by the parent or guardian.

If the individual wishes to make a formal challenge, the administrator shall make available to the individual a copy of this policy and the form to request a formal challenge of the library material.

Formal Challenge      The District shall make the Texas Education Agency form to challenge library material available on the District's website.

If a District employee, a parent or guardian of a District student, or a District resident wishes to challenge library material, they shall follow the procedures to complete and submit the challenge form.

After a challenge form is submitted, the form shall be provided to the Superintendent. Copies of the form shall be provided to the school librarian, the Board, and any other staff designated in administrative procedures.

*Challenge Committee*      The principal shall appoint a challenge committee and notify committee members in accordance with administrative procedures.

The challenge committee shall include the librarian and at least one member of the instructional staff who is familiar with the material's content. Other members of the committee may include District-level staff, secondary-level students, parents or guardians, and any other appropriate individuals.

The District shall provide members of the committee the relevant materials to review in accordance with the deadlines established in administrative procedures and in accordance with law.

Any meeting of the committee must comply with the meeting requirements under Education Code 33.024(g) and (h), including required notices, meeting minutes, audio or video recordings, and submission of minutes and audio or video recordings of the meeting to the District.

All members of the committee shall review the challenged library material in its entirety and determine whether the material conforms to this policy and whether the material will continue to be available in the library. The committee shall prepare a written report of its findings.

The Superintendent, the school librarian, the individual submitting the challenge, and any other appropriate staff shall receive a copy of the committee's report.

Appeal

An individual who submitted a challenge may appeal the decision to the Board. The individual must provide the notice of appeal in accordance with administrative procedures.

The Board shall hear the appeal and render a decision in accordance with the timelines established in law.

When considering the appeal, the Board shall consider the factors in Education Code 33.027(f). The Board shall consider appeals in accordance with timelines set out in law.

*Frequency of  
Review*

After a library material has been challenged and the Board determines not to remove the library material from a school library catalog, it may not be challenged again before the second anniversary of the Board's final decision not to remove the material.

Removal of Library  
Materials

If a challenge to a library material results in the removal of the library material from the school library catalog, each teacher assigned as the classroom teacher at the grade level for which the library material was removed shall be notified and instructed to remove any copy of the library material from the teacher's classroom library, if applicable.

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**Maintenance of  
Library Materials**

In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]

**Gifts and Donations**

The Board shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

**Policy Review**

This policy shall be reviewed at least every three years and revised as necessary.