Medina Valley Independent School District
Board of Trustees
Regular Meeting on Monday, July 27, 2026 at 6:00 PM
Medina Valley ISD Central Office Board Room

A Regular Board Meeting of the MVISD Board of Trustees was held on Monday, July 27, 2026, beginning at 6:00 PM at/on Medina Valley ISD Central Office Board Room.

I. **First Order of Business**
- A Call Meeting to Order
- B Establish a Quorum
- C Pledge of Allegiance to the Flag followed by a Moment of Silence

II. **Public Comment**

At Regular Board Meetings the Board shall permit public comment on any topic. At all other Board Meetings public comments will be limited to items on the agenda posted with the notice of the meeting. Consistent with Board Policy BEC (Local), when necessary for meeting management, the following will apply: When 1 to 3 individuals sign up to address the Board, they will each be given 5 minutes. When 4 to 6 individuals sign up to address the Board, they will each be given 3 minutes. When 7 or more individuals sign up to address the Board, they will each be given 2 minutes.

III. **Announcements/Communications/Presentations**
- A Board Committee Reports
  - Construction Committee
- B Construction Briefing 3
  - Creek View High School
  - Medina Valley High School Ag/JROTC Building
  - Medina Valley ISD Middle School #3
  - Medina Valley ISD Elementary #7
- C Financial Briefing 46
  - General Fund Financial Statement
  - Child Nutrition Financial Statement
  - Debt Service Fund Financial Statement
  - Bond 2023 Capital Projects Report
  - Bond 2024 Capital Projects Report
  - Quarterly Investment Report
- D Superintendent Briefing 55
  - Achievements
  - Upcoming Events
- E MVISD 2026-2027 Student Handbooks
- F Review of MVISD's Board Policy CW (Local) Naming Facilities, and Declare Intent to name Middle School #3 and MVHS Stadium 59

IV. **Discussion and Possible Action Items**
- A Consider Approval of Consent Agenda Items 61
  - Minutes for Regular Board Meeting on June 22, 2026
  - Interlocal Agreement with UTRGV
  - Local Policy Update 127, affecting Local Policies BJCF, CAA, DC, DH, DP, DPA, DPB, EHBB, and FFF
  - T-TESS Appraisal Calendar and Appraisers
  - 2026-2027 Student Code of Conduct
  - CPS easement for MS #3
  - Procurement for Elementary #7
  - Authorization Resolution
  - TCOLE MOU renewal
  - Extracurricular Status of 4-H Organization
    - Medina County
    - Bexar County
  - Adjunct Faculty Agreement
    - Medina County
    - Bexar County
- B Consider Approval of HB3 Board Goals and Objectives for Early Childhood Literacy and Mathematics Proficiency Plans 180
- C Consider Approval of the 2026-2027 Employee Compensation Plan 192

V. **Closed Session**
- A Personnel Matters: Resignations, Retirements, Leaves of Absence, Reassignments, New Employment, New Personnel Position, Duties/Responsibilities of Employees (TX Govt. Code Section 551.074)

B Considering the deployment, specific occasions for, or implementation of, security personnel or devices (TX Govt. Code Section 551.076 and 551.089)

- 2026 Safety and Security Audit

VI. **Continued Discussion and Possible Action Items**

A Consideration of future meeting dates

VII. **Adjournment**

(Items do not have to be taken in the same order as shown on the meeting agenda.)

Board of Trustees Meeting: Creek View High School Construction Briefing

Monday, July 27, 2026

GENERAL PROJECT SUMMARY:

General Contractor (CMR):	Bartlett Cocke General Contractors
Original Substantial Completion Date:	June 2026
Requested Days to Date	Zero (0)
Contract Sum (GMP):	$254,950,157.00
Change Order Sum to Date:	$9,643,432.00
Current Contract Sum:	$264,593,589.00

Percentage of Work Complete:

Original GMP:	99% - Pay Application No. 34 (July 2026) $252,171,244.00 Total Stored/Completed
Stadium Improvements:	90% - Pay Application No. 34 (July 2026)

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COUGARS

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Board of Trustees Meeting: MVHS AG & JROTC Building Construction Briefing

Monday, July 27, 2026

GENERAL PROJECT SUMMARY:

General Contractor (CSP):	WR Griggs Construction
Original Substantial Completion Date:	Sept. 30, 2026
Requested Days to Date:	Zero (0)
Contract Sum:	$11,550,000.00
Change Order Sum to Date:	$0.00
Current Contract Sum:	$11,550,000.00
Percentage of Work Complete:	78% - Pay Application No.15 (July 2026) $8,997,238.00 Total Stored/Completed

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Board of Trustees Meeting:
MVISD Middle School #3
Construction Briefing

Monday, July 27, 2026

GENERAL PROJECT SUMMARY:

General Contractor (CSP): Contractors	Bartlett Cocke General
Original Substantial Completion Date:	May 2027
Requested Days to Date:	Zero (0)
Contract Sum:	$72,000,000.00
Change Order Sum to Date:	$0.00
Current Contract Sum:	$72,000,000.00
Percentage of Work Complete:	49% - Pay Application No. 14 (July 2026) $35,500,041.50 Total Stored/Completed

AHU-10
Area-A
L-2
YORK
YORK

TP-006
DANGER

Board of Trustees Meeting:
MVISD Elementary School #7
Construction Briefing

Monday, July 27, 2026

Overall Project Schedule

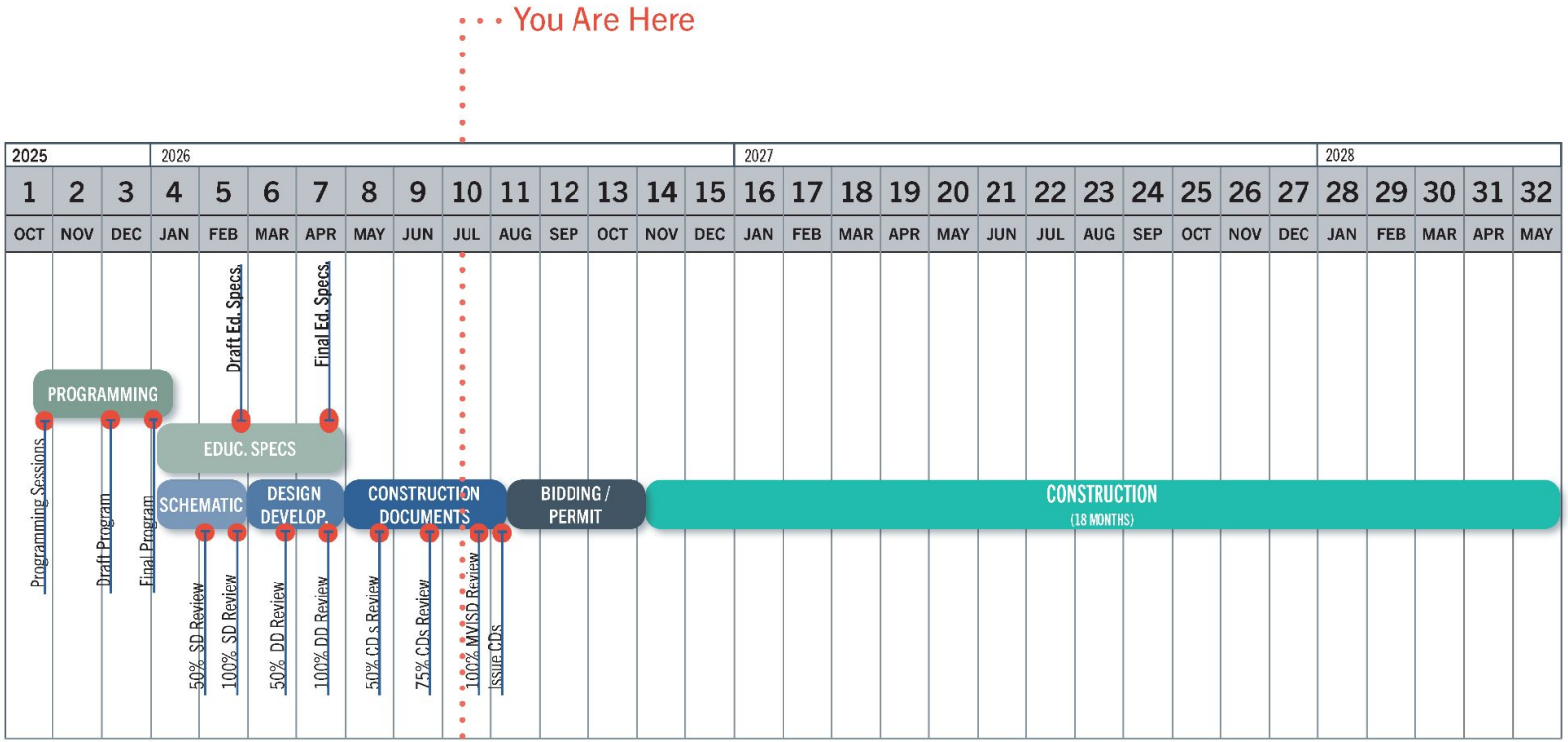
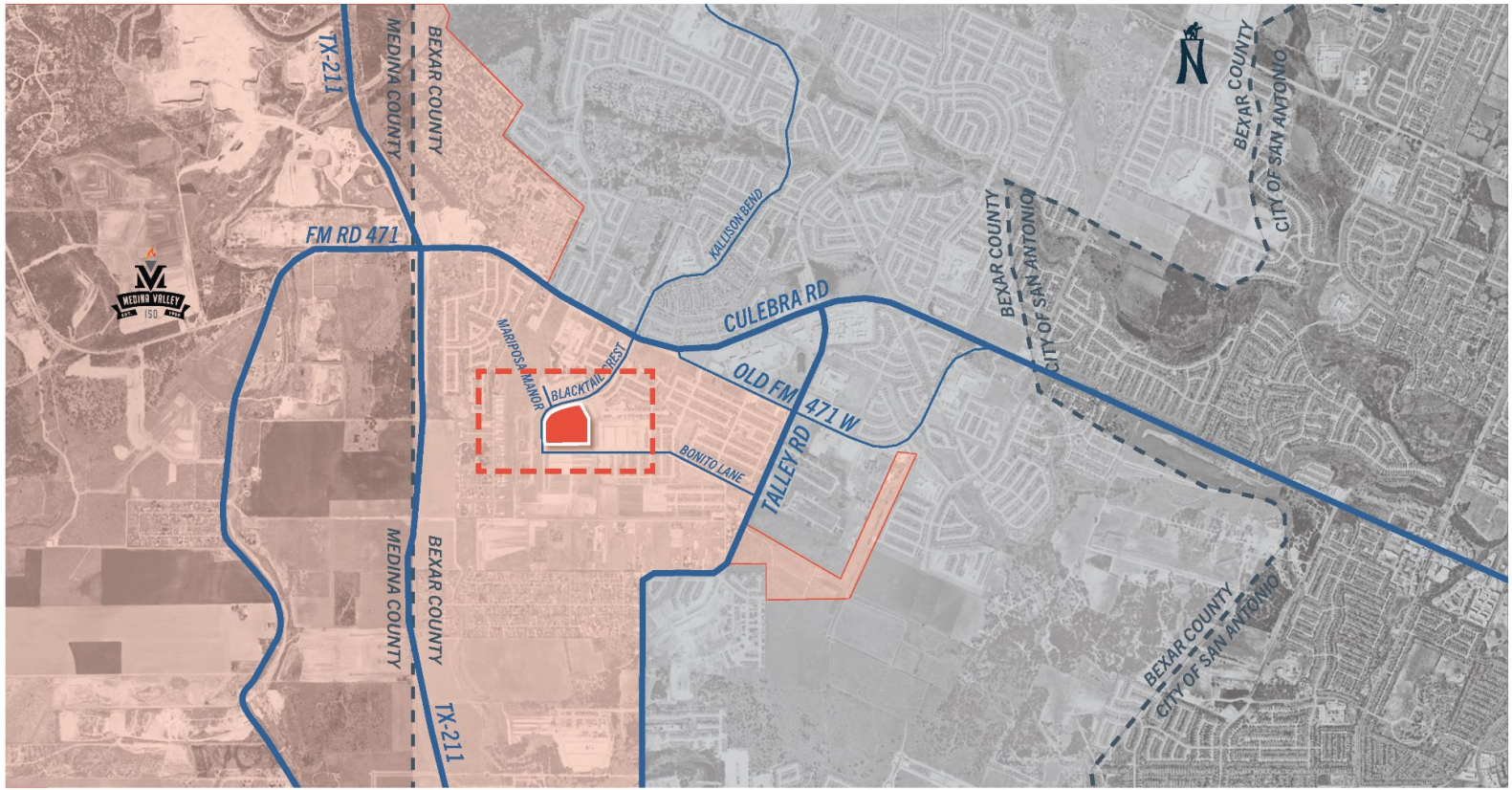


Table of Contents - *Project Update*

- Site
- Site Plan
- Floor Plans
  - Level 01
  - Level 02
- Exterior Building Design
- Next Steps

Site | Area Map



Site Plan

ALAMO ARCHITECTS

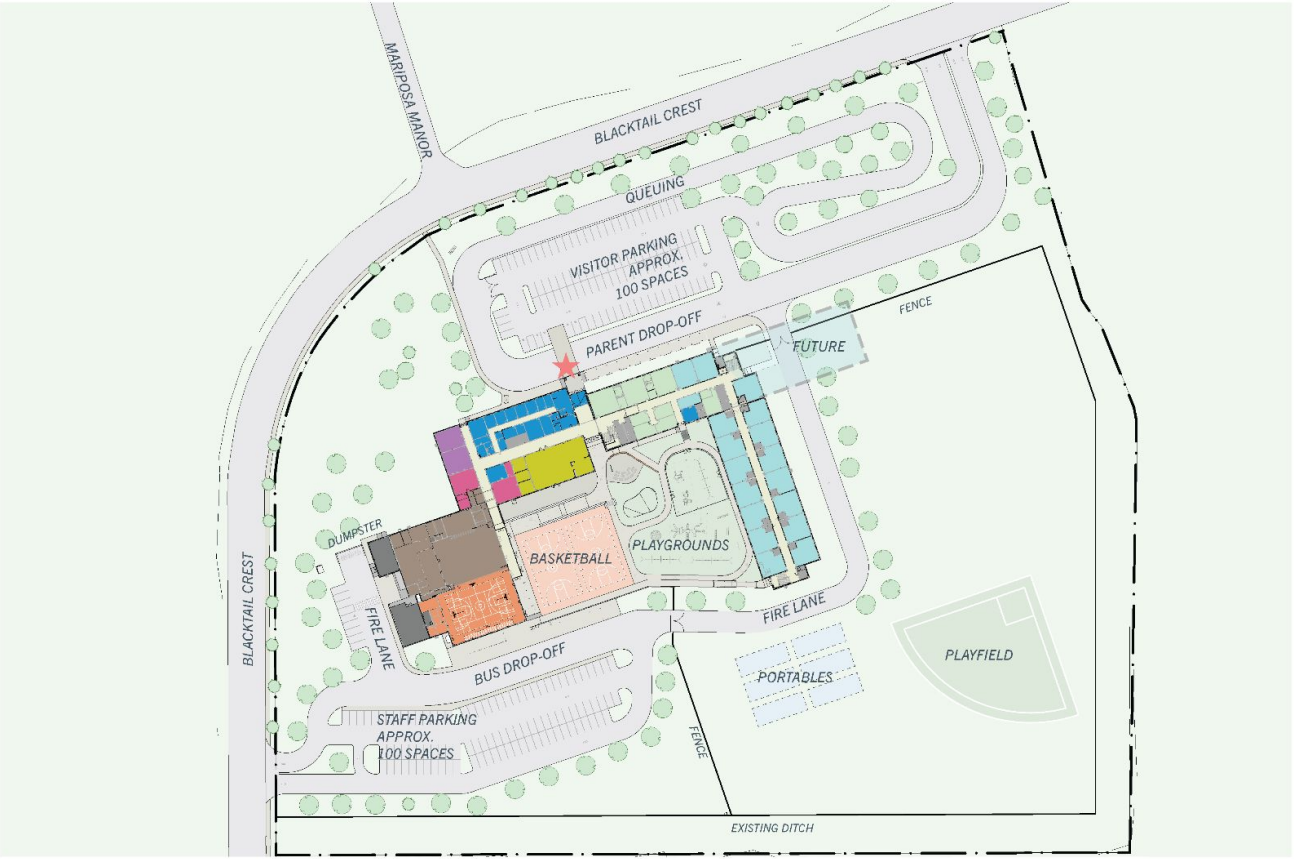
LEGEND

- ADMINISTRATION
- ATHLETICS
- CHILD NUTRITION
- FINE ARTS
- ACADEMIC
- SPECIAL EDUCATION
- STEAM
- LIBRARY
- ENTRY

ATTRIBUTES

- CONSOLIDATED GEOMETRY
- TWO-STORY CLASSROOM WING
- SEMI-ENCLOSED COURTYARD
- VARIETY OF OUTDOOR SPACES
- QUEUING 2,400 LF

  (SILOS QUEUING - 1,450 LF)



Floor Plan | Level 01

ALAMO ARCHITECTS

LEGEND

- ADMINISTRATION
- ATHLETICS
- CHILD NUTRITION
- FINE ARTS
- ACADEMIC
- SPECIAL EDUCATION
- STEAM
- LIBRARY
- ENTRY

ATTRIBUTES

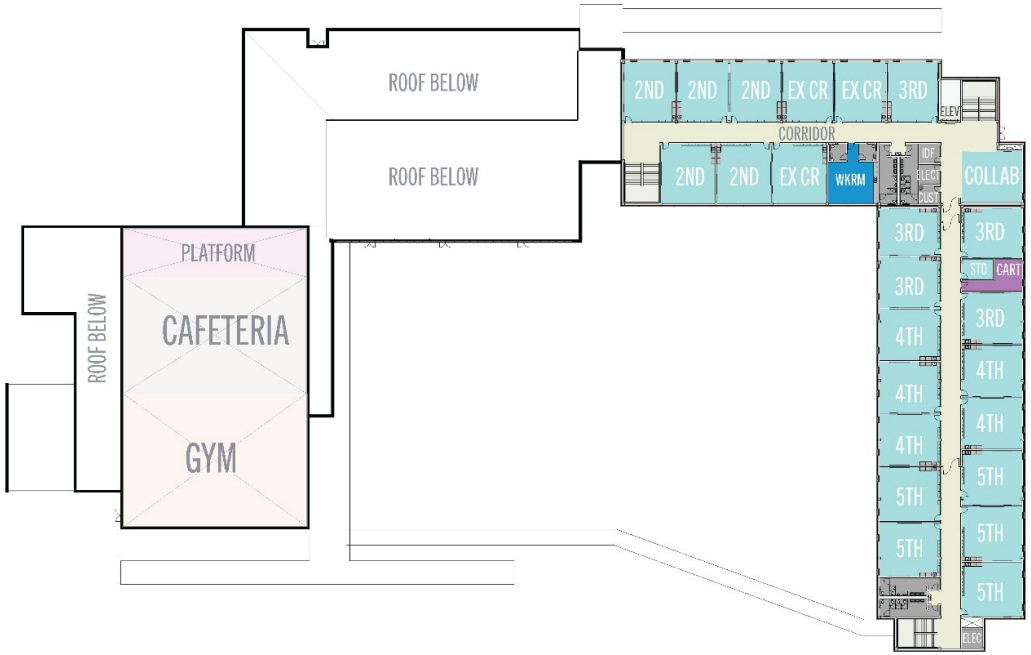
- 35 GRADE LEVEL CLASSROOMS + 5 EXTRA CLASSROOMS
- COLLABORATIVE SPACE
- "MAIN STREET" CORRIDOR
- SEPARATION BETWEEN GENERAL CLASSROOMS AND SPECIAL INSTRUCTIONAL AREAS

Floor Plan | Level 02

ALAMO ARCHITECTS

LEGEND

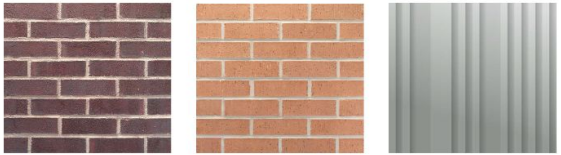
- ADMINISTRATION
- ATHLETICS
- CHILD NUTRITION
- FINE ARTS
- ACADEMIC
- SPECIAL EDUCATION
- STEAM
- LIBRARY
- ENTRY



North West Entry View

NORTH | BLACKTAIL CREST

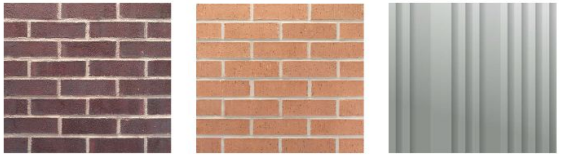
Color Palette
Masonry: Oxide 106 and Rockefeller Plaza
Metal Panel Color: Anodic Clear, Variable Box Rib & Flat Panels



Main Entry View

NORTH | BLACKTAIL CREST

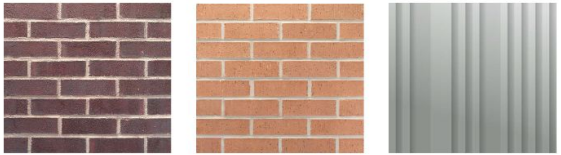
Color Palette
Masonry: Oxide 106 and Rockefeller Plaza
Metal Panel Color: Anodic Clear, Variable Box Rib & Flat Panels



North East Entry View

NORTH | BLACKTAIL CREST

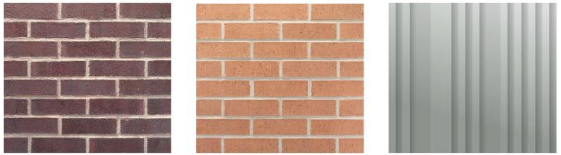
Color Palette
Masonry: Oxide 106 and Rockefeller Plaza
Metal Panel Color: Anodic Clear, Variable Box Rib & Flat Panels



Courtyard View

NORTH | **BLACKTAIL CREST**

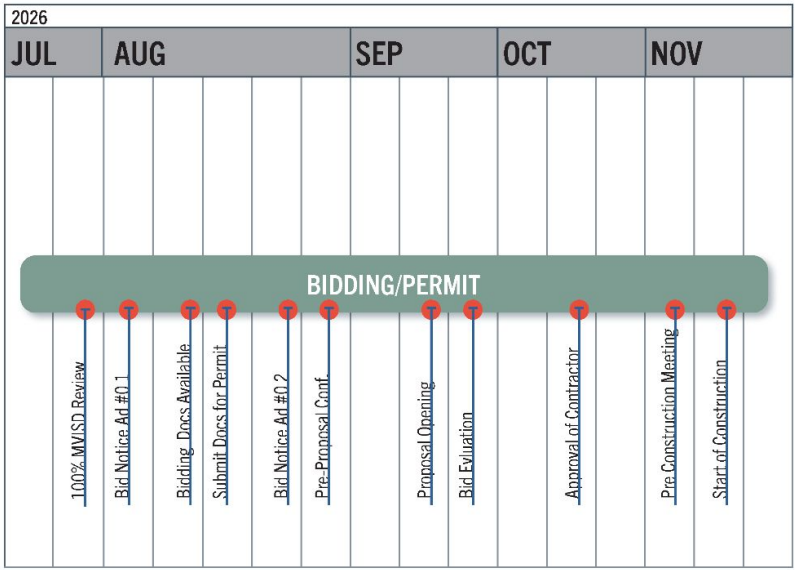
Color Palette
Masonry: Oxide 106 and Rockefeller Plaza
Metal Panel Color: Anodic Clear, Variable Box Rib & Flat Panels



Next Steps

ALAMO ARCHITECTS

SCHEDULE OF SERVICES



2026/07/29 - 100% Construction Document Review, 100% Specs

2026/08/09 - Bid Notice Advertisement #01

2026/08/11 - Bidding Forms & Documents Available

2026/08/14 - Submit Documents for Permitting

2026/08/16 - Bid Notice Advertisement #02

2026/08/19 - Pre Proposal Conference

2026/09/08 - Proposal Opening

2026/09/08 - Bid Evaluation

2026/10 - Board Approval of Contractor Selection & Bid

2026/11/03 - Pre-Construction Meeting

2026/11/09 - Start of Construction

2028/05/12 - Substantial Completion

Medina Valley Independent School District

Monthly Financial Report

June 2026

Executive Summary

Financial Highlights: In the general fund, the district has collected 83% of budgeted revenues and spent 80% of budgeted expenses. In June 2025, the district collected 77% of actual revenue and spent 83% of actual expenses. In the food service fund, the district has collected 89% of budgeted revenues and spent 73% of budgeted expenses. In June 2025, the district collected 90% of actual revenue and spent 87% of budgeted expenses. The debt service fund has collected 101% of budgeted revenue, of which 97% is from local tax collections. In June 2025 we collected 99% of our local collections budget.

Fund Balance

	General Fund	Food Service	Debt Service
Fund Balance as of August 31, 2025	$ 35,958,901	$ 2,797,461	$ 6,471,898
Year-to-Date Revenue	$ 93,604,859	$ 6,524,933	$ 36,879,405
Year-to-Date Expenditures	$ (90,956,987)	$ (6,145,361)	$ (22,047,447)
Fund Balance as of June 30, 2026	**$ 38,606,773**	**$ 3,177,033**	**$ 21,303,856**

Budget Amendments

	General Fund	Food Service	Debt Service
Revenue	$ 88,828	$ -	$ -
Expenditures	$ 1,390,929	$ -	$ -

JUNE 2025-2026
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

ESTIMATED REVENUES	CURRENT BUDGET	YTD ACTUAL	BALANCE
5700 - LOCAL REVENUES	$40,854,381	$39,317,266	$1,537,115
5800 - STATE PROGRAM REVENUES	$71,491,040	$53,737,086	$17,753,954
5900 - FEDERAL REVENUES	$490,000	$550,507	($60,507)
TOTAL REVENUES	**$112,835,421**	**$93,604,859**	**$19,230,562**
PROPOSED APPROPRIATIONS			
11 - INSTRUCTION	$64,846,478	$52,754,781	$12,091,697
12 - INST. RESOURCES & MEDIA SVCS	$584,391	$308,867	$275,524
13 - CURRICULUM DEV.& INST.STF DEV	$1,889,319	$1,326,303	$563,017
21 - INSTRUCTIONAL LEADERSHIP	$2,122,332	$1,774,968	$347,364
23 - SCHOOL LEADERSHIP	$5,806,117	$4,656,683	$1,149,433
31 - GUIDANCE & COUNSELING	$4,176,914	$3,304,524	$872,390
32 - SOCIAL WORK SERVICES	$629,185	$507,336	$121,849
33 - HEALTH SERVICES	$1,372,834	$1,059,830	$313,003
34 - PUPIL TRANSPORTATION	$7,429,765	$6,497,594	$932,171
35 - FOOD SERVICES	$227,897	$107,888	$120,009
36 - COCURR./EXTRACURR.ACTIVITIES	$3,112,957	$2,567,075	$545,882
41 - GENERAL ADMINISTRATION	$3,311,082	$2,700,398	$610,684
51 - PLANT MAINTENANCE & OPERATIONS	$10,933,587	$7,781,098	$3,152,490
52 - SECURITY & MONITORING SERVICES	$2,176,135	$1,702,980	$473,155
53 - DATA PROCESSING SERVICES	$2,448,412	$1,955,150	$493,262
61 - COMMUNITY SERVICES	$1,000	$0	$1,000
81 - FACILITIES ACQ. & CONSTRUCTION	$2,377,217	$1,271,922	$1,105,295
95 - PYMTS.TO JJAEP PROGRAMS	$5,000	$0	$5,000
99 - OTHER INTERGOVERNMENTAL CHARGE	$686,900	$679,590	$7,310
TOTAL APPROPRIATIONS	**$114,137,522**	**$90,956,987**	**$23,180,535**

2025-2026 FUND BALANCE = $ 35,958,901 3 MONTH OPERATING CASH FLOW = $ 28,534,380.44

JUNE 2025-2026
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

ESTIMATED REVENUES	CURRENT BUDGET	YTD ACTUAL	BALANCE
5700 - LOCAL REVENUES	$2,244,200	$1,797,688	$446,512
5800 - STATE PROGRAM REVENUES	$29,000	$28,329	$671
5900 - FEDERAL REVENUES	$5,096,171	$4,698,915	$397,256
TOTAL REVENUES	**$7,369,371**	**$6,524,933**	**$844,438**
PROPOSED APPROPRIATIONS			
35 - FOOD SERVICES	$8,374,554	$6,145,361	$2,229,193
TOTAL APPROPRIATIONS	**$8,374,554**	**$6,145,361**	**$2,229,193**

2025-2026 FUND BALANCE = $ 2,797,461 3 MONTH OPERATING CASH FLOW = $ 2,093,638.47

JUNE 2025-2026
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

ESTIMATED REVENUES	CURRENT BUDGET	YTD ACTUAL	BALANCE
5700 - LOCAL REVENUES	$30,092,357	$29,175,259	$917,098
5800 - STATE PROGRAM REVENUES	$6,603,098	$7,704,146	($1,101,048)
TOTAL REVENUES	**$36,695,455**	**$36,879,405**	**($183,950)**
PROPOSED APPROPRIATIONS			
71 - DEBT SERVICES	$36,695,455	$22,047,447	$14,648,008
TOTAL APPROPRIATIONS	**$36,695,455**	**$22,047,447**	**$14,648,008**

2025-2026 FUND BALANCE = $ 6,471,898

3 MONTH OPERATING CASH FLOW = $ 9,173,863.75

Medina Valley ISD

Bond 2023 Summary

June 30, 2026

2023 Bond Projects	*Original Budget*	*Adjusted Budget*	*Cumulative Encumbrances*	*Cumulative Expenses*	*Balance*
High School #2	$ 323,000,000	$ 308,000,000	$ 31,083,868	$ 249,838,332	$ 27,077,800
Traffic Improvements	$ 4,000,000	$ 4,000,000	$ -	$ 1,191,758	$ 2,808,242
Agricultural & Jr. ROTC Facility	$ 14,000,000	$ 14,000,000	$ 5,449,126	$ 7,794,878	$ 755,996
Safety & Security Projects	$ 5,000,000	$ 4,282,649	$ 601,730	$ 3,405,200	$ 275,720
Land	$ 30,000,000	$ 30,000,000	$ 52,762	$ 23,949,108	$ 5,998,130
Project Savings:	$ -				
Middle School #3	**$ -**	$ 15,000,000	$ 143,036	$ 14,645,753	$ 211,211
Police Department	**$ -**	$ 717,350	$ 268,432	$ 528,969	$ (80,051)
Total Projects	**$ 376,000,000**	**$ 375,999,999**	**$ 37,598,953**	**$ 301,353,998**	**$ 37,047,049**
Fees Associated with Sale of Bond		$ 830,037	$ -	$ 830,037	$ -
Total Bond Package	**$ 376,000,000**	**$ 376,830,037**	**$ 37,598,953**	**$ 302,184,035**	**$ 37,047,049**
Bond Interest		$ 14,501,521	$ -	$ -	$ 14,501,521
Debt Payment		$ 11,698,450	$ -	$ 11,698,450	$ -
MVHS HVAC Project		$ 776,300	$ 298,876	$ 477,425	$ -
Arbitrage		$ 8,391,230	$ -	$ 3,000	$ 8,388,230
Salaries	$ -	$ 949,201	$ -	$ 902,160	$ 47,041
Total Interest Earnings	**$ -**	**$ 36,316,701**	**$ 298,876**	**$ 13,081,034**	**$ 22,936,792**

**Unaudited*

Medina Valley ISD

Bond 2024 Summary

June 30, 2026

2024 Bond Projects	*Original Budget*	*Adjusted Budget*	*Cumulative Encumbrances*	*Cumulative Expenses*	*Balance*
Middle School #3	$ 102,000,000	$ 83,380,000	$ 41,885,086	$ 16,470,621	$ 25,024,293
Elementary School #7	$ 62,000,000	$ 46,770,000	$ 1,606,921	$ 1,609,715	$ 43,553,364
Elementary School #8	$ 62,000,000	$ -	$ -	$ -	$ -
Safety & Security Projects	$ 2,500,000	$ -	$ -	$ -	$ -
PE Improvements	$ 5,750,000	$ -	$ -	$ -	$ -
Land	$ 14,900,000	$ -	$ -	$ -	$ -
MVHS Stadium Improvements	$ 29,050,000	$ 850,000	$ 434,623	$ 197,139	$ 218,238
CVHS Stadium Improvments	$ 11,800,000	$ 11,200,000	$ 4,250,334	$ 5,464,321	$ 1,485,346
Project Savings - Prop A	$ -	$ -	$ -	$ -	$ -
Project Savings - Prop B	$ -	$ -	$ -	$ -	$ -
Total Projects	**$ 290,000,000**	**$ 142,200,000**	**$ 48,176,964**	**$ 23,741,796**	**$ 70,281,241**
Fees Associated with Sale of Bond		$ 622,073	$ -	$ 622,073	$ -
Total Bond Package	**$ 290,000,000**	**$ 142,822,073**	**$ 48,176,964**	**$ 24,363,869**	**$ 70,281,241**
Bond Interest - Prop A		$ 4,528,025	$ -	$ -	$ 4,528,025
Bond Interest - Prop B		$ 595,902	$ -	$ -	$ 595,902
Arbitrage Liability		$ 51,366	$ -	$ 1,500	$ 49,866
Total Interest Earnings	**$ -**	**$ 5,175,293**	**$ -**	**$ 1,500**	**$ 5,173,793**

**Unaudited*

In keeping with Board Policy CDA please find attached the 3rd Quarterly Investment report for fiscal year 2025-2026. This report describes the investment position of the school district for the referenced period. Investments are structured to be consistent with the school district's policy and in accordance with the investment strategies defined within the policy framework pursuant to Section 2256.023 of the Public Funds Investment Act.

Submitted by:

Crystal Hermesch

Crystal Hermesch
Chief Financial Officer
Investment Officer

J. A. Garcia

Jennifer A. Garcia
Director of Finance & Budget
Investment Officer

Medina Valley Independent School District
Investment Report for the Quarter Ending May 31, 2026

Depository Type	Account Name	Type of Account	% Earned	2/28/26 Book Value	2/28/26 Market Value	Changes Deposits	Changes Withdrawals	Changes Interest	5/31/26 Book Value	5/31/26 Market Value
Lone Star Investment Pool	Interest & Sinking	Corporate Overnight Plus	3.81%	$ 20,383,481	$ 20,382,268	$ 525,560	$ (350)	$ 199,767.70	$ 21,108,459	$ 20,382,268
Lone Star Investment Pool	Capital Projects (Series 2021)	Corporate Overnight Plus	3.81%	$ 1,731,837	$ 1,731,734		$ (12,299.00)	$ 16,617	1,736,155	$ 1,735,689
Lone Star Investment Pool	Capital Projects (Series 2022)	Corporate Overnight Plus	3.81%	$ 698,311	$ 698,269		$ (447,223)	$ 3,665	$ 254,753	$ 254,685
Lone Star Investment Pool	Capital Projects (Series 2023)	Corporate Overnight Plus	3.81%	$ 115,835,340	$ 115,828,444		$ (15,004,714)	$ 1,059,103	$ 101,889,730	$ 101,862,370
Lone Star Investment Pool	Capital Projects (Series 2024)	Corporate Overnight Plus	3.81%	$ 7,871,865	$ 7,871,396		$ (1,138,347)	$ 71,232	$ 6,804,750	$ 6,802,923
Lone Star Investment Pool	Capital Projects (Series 2025)	Corporate Overnight Plus	3.81%	$ 133,745,718	$ 133,737,755		$ (9,304,149)	$ 1,249,640	$ 125,691,209	$ 125,657,458
Lone Star Investment Pool	General Operating	Corporate Overnight Plus	3.81%	$ 54,244,501	$ 54,241,271	$ 11,153,991	$ (27,820,642)	$ 440,424	$ 38,018,273	$ 38,008,065
Lone Star Investment Pool	Child Nutrition	Corporate Overnight Plus	3.81%	$ 2,916,824	$ 2,916,650	$ 1,210,642	$ (1,369,930)	$ 29,644.62	$ 2,787,180	$ 2,786,432
Broadway Bank	General Operating	Public Funds Now	0.01%	$ 3,361,450	$ 3,361,450	$ 29,010,174	$ (28,697,038)		$ 3,674,587	$ 3,674,587
Broadway Bank	Payroll	Public Funds Now	0.01%	$ 667,978	$ 667,978	$ 23,918,266	$ (23,793,803)		$ 792,441	$ 792,441
Broadway Bank	Workers Compensation	Public Funds Now	0.01%	$ 301,507	$ 301,507	$ 1	$ (1,441)		$ 300,067	$ 300,067
Broadway Bank	Bond 622 (Series 2021)	Public Funds Now	0.01%	$ 5,553	$ 5,553	$ 12,299	$ (17,751)		$ 100	$ 100
Broadway Bank	Bond 623 (Series 2022)	Public Funds Now	0.01%	$ 100	$ 100	$ 447,223	$ (447,223)		$ 101	$ 101
Broadway Bank	Bond 624 (Series 2023)	Public Funds Now	0.01%	$ 101	$ 101	$ 14,972,179	$ (14,972,180)		$ 101	$ 101

Depository Type	Account Name	Type of Account	% Earned	2/28/26 Book Value	2/28/26 Market Value	Changes Deposits	Changes Withdrawals	Changes Interest	5/31/26 Book Value	5/31/26 Market Value
Broadway Bank	Bond 620 (Series 2024)	Public Funds Now	0.01%	$ 100	$ 100	$ 1,238,221	$ (1,238,221)		$ 100	$ 100
Broadway Bank	Bond 625 (Series 2025)	Public Funds Now	0.01%	$ 101	$ 101	$ 9,304,149	$ (9,304,149)		$ 100	$ 100
Broadway Bank	Child Nutrition	Public Funds Now	0.01%	$ 29,830	$ 29,830	$ 2,126,118	$ (2,148,644)		$ 7,304	$ 7,304
Broadway Bank	District Activity	Public Funds Now	0.01%	$ 889,520	$ 889,520	$ 618,320	$ (553,384)		$ 954,456	$ 954,456
Broadway Bank	Interest & Sinking	Public Funds Now	0.01%	$ 701	$ 701	$ 350	$ (950)		$ 101	$ 101
Broadway Bank	AP Clearing	Public Funds Now	0.01%	$ 269,722	$ 269,722	$ 33,038,246	$ (29,975,748)		$ 3,332,220	$ 3,332,220
	Total			**$ 342,954,540**	**$ 342,934,450**	**$ 127,575,740**	**$ (166,248,185)**	**$ 3,070,094**	**$ 307,352,189**	**$ 306,551,569**

MEDINA VALLEY ISD
EST. 1959

Superintendent Briefing
July 27, 2026

Celebrate the opening of Creek View High School

Join us as we celebrate the opening of Creek View High School, the newest campus in our growing district, at our Ribbon Cutting Ceremony on July 29 at 6 p.m.. This special evening is an opportunity for our students, families, staff, and community to come together and celebrate this exciting milestone!

Meet our new MVISD Superintendent Emily Lorenz

Join Medina Valley ISD on August 6 at 5:30 p.m. as we welcome Superintendent Emily Lorenz to our community. This special event is an opportunity for families, staff, and community members to meet Mrs. Lorenz and celebrate the beginning of an exciting new chapter for MVISD.

Community Invited to Ribbon Cutting Ceremony for New AG/JROTC Building

Join Medina Valley ISD as we celebrate an exciting milestone with the Ribbon Cutting Ceremony for our new AG/JROTC building. Designed to inspire learning, leadership, and hands-on experiences, this new facility will provide students with the resources and space they need to thrive both in and out of the classroom.

The responsibility for naming facilities shall rest with the Board.

The Board shall publicly announce its intent to name a new school. The announcement shall provide notice of an opportunity for the community to submit nominations for school names. Nominations shall be submitted on a form provided by the District. Students, staff, and community members may submit nominations.

Guidelines

The following guidelines shall be used when naming school facilities:

Naming Elementary Campuses

Consideration shall be given to naming elementary schools after the area, road, or subdivision in which they are located. Elementary schools shall not be named for individuals.

Naming Middle and High School Campuses

Consideration shall be given to naming middle and high schools to reflect the local heritage, or historical significance, of the school site. Middle schools and high schools shall not be named for individuals.

Naming Specific Buildings or Facilities on a Campus

Classroom buildings that are part of a campus shall not be assigned separate names.

Requests to name specific facilities on a campus (e.g., libraries, band halls, courtyards, amphitheaters, athletic facilities, and the like) shall be considered on a case-by-case basis. Names previously assigned to such facilities shall remain in use.

Committee Membership

The Superintendent may form a committee composed of Board members, administrators, staff, and community members to review proposed names and forward a recommendation to the Superintendent.

Public Dedication

A new school building or major addition to a facility shall be dedicated in a public formal ceremony. There shall be a program or open house to which the Board, students, parents, staff, and community members are invited. All plans for the public formal opening of a school shall be made in cooperation with the principal.

Dedication Plaque

A dedication plaque shall include the following information:

1. The name of the facility;
2. The year it was completed;
3. The names of the members of the Board at the time the contract for the facility was awarded and at the time of dedication of the facility;
4. The name of the Superintendent at the time the contract for the facility was awarded and at the time of dedication of the facility;

5. The name of the architect or engineer; and

6. The name of the contractor.

The plaque may include information regarding the city and state. No other information may be included in dedication plaques without Board approval.

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: Regular Monthly Board Meeting
Agenda item: Consider approval of Consent Agenda Items

Background Information and Administrative Consideration
Consent agenda items are presented to the Board as a single bundled action, requiring only one motion for approval. These typically include budgeted purchases over $50,000, annual contracts, and routine matters that require Board authorization. All consent items are thoroughly vetted by the administration and reviewed during Board Committee Meetings, and/or Board Updates.

Supporting Documents
Each item has attached supporting documents.

Recommendation
Administration recommends that the Board approves the Consent Agenda as presented.

Medina Valley Independent School District
Official Board Minutes

Regular Board Meeting
Monday, June 22, 2026, 6:00 PM
Medina Valley ISD Central Office Board Room

A **Regular Board Meeting** of the Board of Trustees was held Monday, June 22, 2026, beginning at 6:00 PM at the Medina Valley ISD Central Office Board Room.

I. **First Order of Business**

A Call Meeting to Order

Nathan Fillinger, Board President, called the Medina Valley ISD Regular Board Meeting to order at 6:00 pm on June 22, 2026.

B Establish a Quorum

A quorum of the Board Members were present Matt Castiglione, Joe Biediger, Ben Juarez, Suzanne Lee, Blane Nash and Nathan Fillinger.

C Pledge of Allegiance to the Flag followed by a Moment of Silence

Everyone joined in the Pledge of Allegiance to the American Flag and the Texas Flag, followed by a moment of silence.

II. **Student/Staff Recognition -** none

III. **Public Comment** - none

IV. **Announcements/Communications/Presentations**

A Board Committee Reports
- Finance Committee presented by Blane Nash, Committee Chair
- Construction Committee presented by Joe Biediger, Committee Chair
- Safety & Security Committee presented by Ben Juarez, Committee Chair

B Construction Briefing presented by Mr. Barajas
- Creek View High School
- Medina Valley High School Ag/JROTC Building
- Medina Valley ISD Middle School #3

C Financial Briefing presented by Mrs. Garcia
- General Fund Financial Statement
- Child Nutrition Financial Statement
- Debt Service Fund Financial Statement
- Bond 2023 Capital Projects Report
- Bond 2024 Capital Projects Report

Unofficial Minutes-posted 6/24/26

D Superintendent Briefing presented by Mrs. Lorenz
- Student/Staff Achievements

E First Reading for TASB Initiated Local Policy Update 127, affecting Local Policies BJCF, CAA, DC, DH, DP, DPA, DPB, EHBB, and FFF presented by Mrs. Lorenz

F Presentation of the 2025-2026 SHAC Report presented by Mrs. Lorenz

V. **Discussion and Possible Action Items**

A Consider Approval of Consent Agenda Items presented by Mrs. Lorenz
- Minutes for Regular Board Meeting on May 26, 2026
- 2026-2027 Memorandum of Understanding with Bexar County Juvenile Board
- Appointment of the 2026-2027 SHAC Members
- HB3 Declaration of Good Cause Exception for Armed Security Officer Requirement
- Purchases over $50,000
  - Network Equipment and Backup Batteries for Middle School #3
  - Child Nutrition Vehicle
  - Creek View High School Band Trailer
  - Creek View High School Track Equipment
  - MVHS AG/JROTC Portable Welders
- Substantial Completion of Creek View High School

Matt Castiglione made a Motion, seconded by Joe Biediger, to approve the Consent Agenda Items as presented. All of the Board Members voted for and the Motion passed.

B Consider Approval of Budget Amendment

Blane Nash made a Motion, seconded by Ben Juarez, to approve the Budget Amendment as presented. All of the Board Members voted for and the Motion passed.

VI. **Closed Session**

Nathan Fillinger, Board President announced at 6:30 pm that the Board of Trustees would convene in closed session as authorized by Section 551.071, 551.074, 551.076, 551.089, and 551.072 of the Texas Open Meetings Act to discuss agenda items VI, A-D.

Unofficial Minutes-posted 6/24/26

A Consultation with Attorney (TX Govt. Code Section 551.071)
B Personnel Matters: Resignations, Retirements, Leaves of Absence, Reassignments, New Employment, New Personnel Position, Duties/Responsibilities of Employees (TX Govt. Code Section 551.074)
- Chief Financial Officer
- Middle School #3 Principal
- Interviews for SMD #5 Board Vacancy

C Considering the deployment, specific occasions for, or implementation of, security personnel or devices (TX Govt. Code Section 551.076 and 551.089)
D Deliberation Regarding Real Property (TX Govt. Code Section 551.072)

Board President Nathan Fillinger announced that the Board would reconvene into Open Session on June 22, 2026 at 7:04 pm. No action took place in closed session.

VII. Continued Discussion and Possible Action Items

A Consider Approval of the Superintendent's recommendation to hire _____for the Chief Financial Officer Position

Blane Nash made a Motion, seconded by Joe Biediger, to approve the Superintendent's recommendation to hire Crystal Hermesch for the Chief Financial Officer Position as presented. All of the Board Members voted for and the Motion passed.

B Consider Approval of the Superintendent's recommendation to hire _____ for the Middle School #3 Principal Position

Ben Juarez made a Motion, seconded by Matt Castiglione, to approve the Superintendent's recommendation to hire Jose Mendez for the Middle School #3's Principal Position as presented. All of the Board Members voted for and the Motion passed.

C Appointment of New Board Member for SMD #5

Matt Castiglione made a Motion, seconded by Joe Biediger, to appoint Kelly Van Sickle to the Single Member District #5 School Board Member Position for a one year term, ending at the canvass of the May 2027 Election. All of the Board Members voted for and the Motion passed.

D Administer Oath of Office for SMD #5 Board Member

Kelly Van Sickle took his seat at the dias.

E Discussion and Appointment of Board Committee Members

The Board discussed the current Board Member Committee appointments. Board President removed himself from the Board Safety and Security Committee and appointed Kelly Van Sickle. Board President removed Matt Castiglione from the Board Curriculum Committee and appointed Kelly Van Sickle.

F Consideration of Future Meeting Dates

The next Regular Meeting is scheduled for Tuesday, July 27, 2026.
The Board has a Budget/Curriculum Workshop scheduled for July 15, 2026 beginning at 5:30 pm.

VIII. **Adjournment**

Matt Castiglione made a Motion, seconded by Ben Juarez, to adjourn the Regular Board Meeting at 7:10 pm on June 22, 2026. All of the Board Members voted for and the Motion passed.

_____ _____
Nathan Fillinger, Board President Joe Biediger, Board Secretary

Board Approved_____

Unofficial Minutes-posted 6/24/26

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: 07-27-2026
Agenda item: Consider approval of an Interlocal Cooperation Contract with The University of Texas, Rio Grande Valley, for Security Operations Center (SOC) services.

Background Information: The State of Texas is providing cybersecurity resources through Regional Security Operations Centers (RSOC) throughout the state. UTRGV serves as one of those RSOCs and has recently expanded their coverage area to Medina County. This ILC will allow us to take advantage of cybersecurity services provided by UTRGV at no cost to the district.

Administrative Consideration: Procuring RSOC services through UTRGV will allow us to stop paying for some of the cybersecurity services we current pay for from our local budget.

Supporting Documents: Interlocal Cooperation Contract

Recommendation: Approve the Interlocal Cooperation Contract with The University of Texas Rio Grande Valley for Regional Security Operations Center services.

INTERLOCAL COOPERATION CONTRACT
BETWEEN
THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY
AND
Medina Valley Independent School District

RELATING TO THE USE OF THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY REGIONAL SECURITY OPERATIONS CENTER(RSOC)SERVICES

THIS INTERLOCAL COOPERATION CONTRACT (ILC) is entered into by and between **Medina Valley Independent School District** and THE UNIVERISTY OF TEXAS RIO GRANDE VALLEY(UTRGV) (referred to individually as a "Party" and collectively as the "Parties"), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791. This ILC is created to give effect to the intent and purpose of Chapter 2063, Texas Government Code, concerning Regional Network Security Centers, specifically sections 2063.601, 2063.602, 2063.603, 2063.604, and 2063.605 and authorizes RSOC Customer to participate in the RSOC operated by UTRGV.
RSOC Customer acknowledges and agrees that this ILC is with UTRGV and, therefore, RSOC Customer does not have privity of contract with any UTRGV service provider(s). The RSOC shall use reasonable efforts to provide the services (the "Services") described in the Service Description.

SECTION I CONTRACTING PARTIES RSOC CUSTOMER: Medina Valley Independent School District

PERFORMING AGENCY: The University of Texas Rio Grande Valley (UTRGV)
Contract No. 23485587

SECTION II STATEMENT OF SERVICES TO BE PERFORMED

2.1 Effect of ILC and General Process
Specific services will be outlined in the statement of work which will be developed during the onboarding processes.

Per Government Code Section 2063.604, the Department of Information Resources DIR and its university partner may include, but is not obligated to, provide the following security services through the RSOCs:

(a) real-time network security monitoring to detect and respond to network security events that may jeopardize this state and the residents of this state;
(b) alerts and guidance for defeating network security threats, including firewall configuration, installation, management, and monitoring, intelligence gathering, and protocol analysis;
(c) immediate response to counter network security activity that exposes this state and the residents of this state to risk, including complete intrusion detection system installation, management, and monitoring for participating entities;

(d) development, coordination, and execution of statewide cybersecurity operations to isolate, contain, and mitigate the impact of network security incidents for participating entities; and
(e) cybersecurity educational services.

Additional RSOC services may be offered to customers and would be listed in the scope of work or scope of work addendums as added.

This Interlocal Contract is between UTRGV and RSOC Customer and does not replace or supersede any other contracts for services, such as those offered by DIR. The terms of relevant DIR Shared Services Contracts, where applicable, will apply to this ILC and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this ILC with no further action by the Parties.

SECTION III RSOC CUSTOMER PARTICIPATION

3.1 RSOC Customer Specific Requirements
RSOC Customer shall notify UTRGV, in writing prior to execution of this ILC, of all RSOC Customer-specific requirements ("RSOC Customer-Specific Legal Requirements") that pertain to any part of RSOC Customer's business that is supported by UTRGV under this ILC. The Parties intend that if the Parties agree such RSOC Customer-Specific Requirements will be identified and included in the scope of work (SOW) to RSOC Customer. RSOC Customer shall use commercially reasonable efforts to notify UTRGV, in writing, of any changes to RSOC Customer-Specific Requirements that may, in any way, impact the performance, provision, receipt and use of Services. If necessary to facilitate UTRGV compliance, RSOC Customer shall provide written interpretation to UTRGV of any RSOC Customer-Specific Requirements. Should any Customer-Specific Requirements that are amended after the execution of this ILC impede or otherwise impact the ability of UTRGV to perform the services provided for herein, UTRGV may terminate this ILC immediately without further obligation to the Customer.

3.2 RSOC Responsibilities
The RSOC is responsible for
(a) provide security monitoring tools;
(b) monitoring of security events;
(c) notification of security events that require follow-up; and
(d) reporting.

3.3 RSOC Customer responsibilities
Where appropriate, RSOC Customer shall support the following:

(a) Software currency standards are established for the environment. RSOC Customers are expected to remediate applications in order to comply with the standards;
(b) Ensure network connectivity and sufficient bandwidth to meet RSOC Customer's needs;
(c) Collaborate with the RSOC to establish and leverage standard, regular change windows to support changes to enterprise systems;

(d) Allocate appropriate resources to perform the installation and support of the RSOC tools to enable RSOC to provide the services;
(e) Coordinate with the RSOC to facilitate the uninterrupted collection of the data required for the RSOC to perform the services;
(f) Collaborate with RSOC to develop and maintain the incident escalation matrix and make personnel available to take action on a RSOC reported incident or alert;
(g) Coordinate with the RSOC to act on planned and unplanned upgrades, maintenance, or other system changes within a mutually agreed upon timeframe;
(h) Engage with the RSOC to act on reported incidents within a mutually agreed upon timeframe;
(i) Participate as possible, in evaluation and continuous improvement discussions to improve offering and services; and
(j) Participate, as possible, in area-wide activities and discussions to improve and enhance the collaboration and cooperation between and among partner organizations to improve the cybersecurity posture of the region.

RSOC Customer acknowledges that any failure on its part to follow the above recommendations may place its own data and operations at risk.

3.4 RSOC Customer Equipment and Facilities
Any use by UTRGV of RSOC Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this ILC. RSOC Customer will retain ownership of RSOC Customer Equipment.

3.5 Security
RSOC Customer agrees to comply with security recommendations outlined in the Statement of Work (See 2.1), as amended from time to time by UTRGV. RSOC Customer agrees to inform UTRGV as to any RSOC Customer specific security considerations. RSOC Customer acknowledges that any failure on its part to follow the above recommendations may place its own data and operations at risk.

RSOC Customer accepts the related potential risks and liabilities that are created by RSOC Customer's failure to comply with the recommendations if it is determined by UTRGV and/or its service provider(s) in their sole discretion, such recommendations would have prevented an issue. UTRGV and/or service provider(s) accepts no responsibility for the risk or liability incurred due to a RSOC Customer's decision to not follow UTRGV's recommendations. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or termination of the availability of certain Applications and services. UTRGV will give the RSOC Customer notification of non-compliance.

RSOC Customer recognizes and accepts that cybersecurity, Internet, and technology related activities have inherent risks of breach, compromise, misuse, or disruptions and that no service can guarantee that a breach, compromise, misuse, disruption or similar incident will not occur.

SECTION IV

4.1 PRICING
The RSOC program is funded by DIR through legislative appropriations. Licenses and resources will be applied to RSOC Customer based on available funding and capacity. If a scenario arises where funding is impacted and the RSOC customer wishes to continue to receive the RSOC services they have subscribed to, a cost recovery model will be defined and mutually agreed to via changes to SOW.

** Please note that not all RSOC services will have a cost associated with them or are of a very low cost so, even if funding is impacted, RSOC Partnership can continue regardless of funding from the State of Texas.

4.2 PAYMENT FOR SERVICES
While no costs are anticipated at this time, in the event that such costs would arise, UTRGV shall invoice RSOC Customer for Services on an agreed to schedule based on an addendum to the contract agreed to by both parties. Each invoice shall include the applicable charges for Services received from UTRGV, and all allocated charges incurred by UTRGV on behalf of RSOC Customer in accordance with this ILC.

SECTION V TERM AND TERMINATION OF CONTRACT AND SERVICES
5.1 Term and Termination of ILC
The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties. This ILC is contingent on the continued appropriation of sufficient funds to pay the amounts specified in RSOC Customer's Requests for Services, including the continued availability of sufficient relevant federal funds if applicable. Continuation of the ILC is also contingent on the continued statutory authority of the Parties to contract for the Services.

RSOC Customer shall provide at least sixty (60) days' written notice to UTRGV prior to termination. If this ILC is terminated for any reason other than change in funding for RSOC program, lack of sufficient funds, lack of statutory authority, or material breach by UTRGV, RSOC Customer shall pay UTRGV an amount sufficient to reimburse UTRGV for any termination charges and any termination assistance charges incurred as a result of such termination by RSOC Customer. This reimbursement for costs incurred by UTRGV shall be negotiated at the time of the contract termination, if any costs exist.

5.2 Termination of Services
UTRGV may terminate this ILC by giving the Customer sixty (60) calendar days written notice.

SECTION VI MISCELLANEOUS PROVISIONS

6.1 Public Information Act Requests
Under Chapter 552, Texas Government Code (the Public Information Act), information held by UTRGV in connection with the RSOC is information collected, assembled, and maintained for UTRGV. If RSOC Customer receives a Public Information Act request for information that RSOC Customer possesses, RSOC Customer shall respond to the request as it relates to the information held by RSOC Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney

General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other, but both Parties agree to inform the other Party upon receipt and prior to responding to a Public Information Act Request related to this ILC or the services contemplated herein.

6.2 Confidential Information

Each Party shall maintain the confidentiality of information to the same extent that and with the same degree of care used to protect their own confidential information. UTRGV acknowledges that RSOC Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including UTRGV and that other data compliance restrictions could apply. RSOC customer further acknowledges that UTRGV will collect and use de-identified data collected in RSOC operations to build a data repository for educational and research purposes.

UTRGV and RSOC Customer shall determine whether:

(1) RSOC Customer is subject to the Family Education Rights and Privacy Act of1974 (FERPA) regulations at 34 Code of Federal Regulations Part 99;

(2) RSOC Customer receives Federal tax returns or return information and must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication1075; or

(3) if RSOC Customer is subject to any other requirements specific to the provision of Services.

(4) RSOC Customer is subject to additional data compliance regulations or restrictions requiring specialized requirements to be observed.

The Parties shall negotiate in good faith to determine the ability of and mechanisms for UTRGV to receive data or information protected by such regulations.

6.3 Ownership of Data

The RSOC Customer will retain full ownership of the identifiable data the RSOC Customer feeds to UTRGV as part of this agreement including all right(s), title, and interest in or to the data. UTRGV is permitted to use identifiable data as needed to perform services provided under this agreement. At termination of contract, UTRGV will destroy all identifiable data provided by RSOC Customer within 30 days of termination. UTRGV will retain all right(s), title, and interests in or to de-identifiable data collected and all work product materials related to training, education, and awareness materials developed for RSOC use.

6.3.1

For purposes of this ILC and where applicable, UTRGV hereby acknowledges its obligations to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA), including but not limited to the obligation to maintain confidentiality of student education records. Where applicable, The Educational Entity hereby designates UTRGV as a "School Official" as an outside service provider used by the RSOC Customer to perform institutional services, only to the extent that access to the records is required in order to carry out the obligations under this ILC. The Parties understand that any unauthorized disclosure of confidential student information is illegal as provided in FERPA and its implementing regulations. Disclosure of confidential student information received under this ILC to a third party is not authorized. Within 30 days of the effective termination of this ILC, UTRGV shall return any confidential student information or

records to RSOC Customer lawfully obligated to maintain the confidentiality of such information or records.

6.4 Notification Information
Contact information for purposes of notification for each Party is set forth below.

RSOC Customer's Primary Contact for contract
Name: Scott Laleman
Title: Director of Technology
Address: 8449 FM 471 S, Castroville, TX 78009
Telephone: 830-521-6096
email: scott.laleman@mvisd.org

UTRGV's Primary Contact for contract
Name: Kevin Crouse
Title: Chief Information Security Officer
Address: 1202 W University Drive, Edinburg, TX 78539
Telephone: 956-665-7823
Email: Kevin.Crouse@utrgv.edu

6.5 Binding Effect
The Parties hereto bind themselves to the faithful performance of their respective obligations under this ILC.

6.6 Amendments
This ILC may not be amended except by written document signed by the Parties hereto or as specified within this ILC or the attachment being amended.

6.7 Conflicts between Agreements
If the terms of this Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail.

6.8 Responsibilities of the Parties
The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the ILC. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, UTRGV will cooperate with RSOC Customer in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC. RSOC Customer shall comply with all policies, procedures, and processes as provided by UTRGV.

In the event RSOC Customer actions, failure to perform certain responsibilities, or Request for Services result in financial costs to UTRGV, including interest accrued, those costs shall be the responsibility of RSOC Customer. UTRGV and RSOC Customer shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract.

6.9 Audit Rights of the State Auditor's Office

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that:

(1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of RSOC Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contracts;

(2) that the acceptance of funds directly through this Contract or indirectly through a subcontractor under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of RSOC Customer or their designees to conduct audits or investigations in connection with those funds; and

(3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

6.10 General Terms

Except as expressly provided herein, no provision of this ILC will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to RSOC Customer. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to RSOC Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, UTRGV and RSOC Customer do not waive any privileges, rights, defenses, remedies, or immunities available to UTRGV or RSOC Customer.

This Customer Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Customer Agreement is in Texas state courts in Edinburg, Hidalgo County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Hidalgo County, Texas. If one or more provisions of this ILC, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this ILC and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

6.11 Liability

UTRGV is not responsible to defend, indemnify, or hold RSOC Customer harmless for or against any actions, claims, or complaints, whether formal or informal, actual, or threatened, arising from the failure to act by indemnitor (including, without limitation, negligent or willful misconduct).

RSOC Customer is not responsible to defend, indemnify, or hold UTRGV harmless for or against any actions, claims, or complaints, whether formal or informal, actual, or threatened, arising from the failure to act by indemnitor (including, without limitation, negligent or willful misconduct).

The RSOC Customer understands that, while RSOC services will likely improve and support the cybersecurity posture of the RSOC Customer, there is no guarantee provided or asserted in any way that this service can or will block all attacks or prevent all breaches. In the event of a successful attack and or breach, the RSOC Customer understands that based on many factors,

including system settings, user behaviors, log and other information availability, etc. it may not be possible to stop, or identify the source of, a compromise or breach. Furthermore, through this service, it may not be possible to determine the precise number of records affected in the event of a breach.

6.12 Signatory Warranty
Each signatory warrants requisite authority to execute the ILC on behalf of the entity represented.

SECTION VII CERTIFICATIONS
The undersigned Parties hereby certify that:

(1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government;
(2) this ILC serves the interest of efficient and economical administration of State Government; and
(3) the Services, supplies or materials in this ILC are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

IN WITNESS WHEREOF, the Parties have signed this ILC effective on date of last signature below.

RECEIVING ENTITY:

By: Medina Valley Independent School District
Printed Name: Nathan Fillinger
Title: School Board President
Date:
Signature:

PERFORMING AGENCY: UNIVERSITY OF TEXAS RIO GRANDE VALLEY
By: Alex Valdez
Printed Name: Alex Valdez
Title: UTRGV Chief Procurement Officer
Date:
Signature:

Agenda Item Memorandum
Consent Agenda

To: MVISD Board of Trustees
Date: July 27, 2026
Agenda item: Consider Approval of TASB Initiated Local Policy Update 127, affecting Local Policies BJCF, CAA, DC, DH, DP, DPA, DPB, EHBB, and FFF

TASB Numbered Updates

Congress, the U.S. Department of Education, the Texas Legislature, the Texas Education Agency, and the courts are just a few of the entities whose decisions can impact your local policy manual.

TASB Policy Service and TASB Legal Services continually monitor changes in the legal landscape and prepare recommended revisions to your policy manual when changes are needed. New legal requirements and recommended revisions to local policies are provided to you in a numbered update two or three times a year, which may affect several policy codes, or focus on one code or one primary issue.

While revised legal policies are reviewed by the board but not adopted, local policy recommendations require attention and action. The district's policy consultant reviews TASB's record of the district's relevant local policies and prepares recommended revisions for the district's consideration to ensure alignment with new laws. These revisions require board approval before they are officially incorporated into your district's policy manual. The board may accept the revisions as provided or make amendments to the recommended policy language.

(LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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

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

Contact us:

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

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

Reasons

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

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

2. Failure to fulfill duties or responsibilities.

3. Incompetency or inefficiency in the performance of duties.

4. Insubordination or failure to comply with Board directives.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice of Proposed Nonrenewal

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

Request for Hearing

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

Hearing Procedure

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

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

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

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

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

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

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

6. Closing arguments may be made by each party.

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

Board Decision

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

No Hearing

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

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

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

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

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Fraud and Financial Impropriety

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

Definition

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

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

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

Financial Controls and Oversight

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

Fraud Prevention

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

Reports

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

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

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

Protection from Retaliation

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

Fraud Investigations

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

Response

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

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

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

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

Federal Awards Disclosure

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

Analysis of Fraud

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

Personnel Duties

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

Posting Vacancies

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

Applications

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

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

Employment of Contractual Personnel

The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel.

The Board retains final authority for employment of contractual personnel in positions classified as principal and above. The Board delegates to the Superintendent final authority to employ contractual personnel in positions below the level of principal. The Superintendent shall inform the Board of any persons hired under this authority.

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

Employment of Noncontractual Personnel

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

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

Employment Assistance Prohibited

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and ~~DH(EXHIBIT~~DHA(LEGAL) for the Educators' Code of Ethics.]

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

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

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

Violations of Standards of Conduct

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

Weapons Prohibited

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

Exceptions

No violation of this policy occurs when:

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

Electronic Communication

Use with Students

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

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee

shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

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

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

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

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

Personal Use

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

Reporting Improper Communication

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

Disclosing Personal Information

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

Prohibited Classroom Instruction or Activities

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

Prohibited Diversity, Equity, and Inclusion Duties

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

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

[See BT(LEGAL)]

Social Transitioning

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

Safety Requirements

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

Harassment or Abuse

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

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

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

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

Relationships with Students

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

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

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

Tobacco and Nicotine Products and E-Cigarettes

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

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

Alcohol and Drugs / Notice of Drug-Free Workplace

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

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

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

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

Exceptions

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

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or

3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

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

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

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

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

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

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

Principal Qualifications

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

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

School Counselors

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

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

Qualifications

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

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

School Counselors

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

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

Referral

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

Screening and Identification Process

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

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

Parental Consent

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

Selection

Identification Criteria

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

Assessments

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

~~Selection~~Matrix or Threshold System

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

Placement Committee

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

Notification

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

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

Reassessment

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

Transfer Students

Interdistrict

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

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

Intradistrict

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

Furloughs

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

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

Exit Provisions

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

Appeals

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

Program Evaluation

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

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

Funding

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

Community Awareness

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

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

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

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

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

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

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

Notice of Suspected Criminal Offense

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

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

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: July 27, 2026
Agenda item: Consider approving T-TESS Appraisal Calendar and Appraisers for 2026-2027 School Year.

Background Information:
Each year, the Board must approve the T-TESS Appraisal Calendar and the list of certified appraisers for each campus and alternative district appraisers.

Supporting Document(s):

- 2026-2027 T-TESS Appraisal Calendar
- MVISD List of Certified Appraisers

Recommendation:
Administration recommends that the Board approve the 2026-2027 Appraisal Calendar and list of certified school year.

T-TESS (Texas Teacher Evaluation and Support System) Calendar
2026-2027 School Year

APPRAISAL PERIOD
Wednesday, August 12, 2026 through May 28, 2027

WALK-THROUGHS
Walk-throughs may be conducted at any time during the appraisal period listed above.

T-TESS Orientation for New Teachers or Teachers who have not previously attended the Initial Comprehensive T-TESS Orientation
No later than September 7, 2026

GOAL SETTING AND PROFESSIONAL DEVELOPMENT PLAN
Wednesday August 21, 2026- Deadline to submit draft goals to appraiser
Friday, September 11, 2026- Deadline for a conference with appraiser
Friday, September 18, 2026- Deadline to submit final goals to appraiser

FORMAL OBSERVATIONS
Wednesday, September 21, 2026 through April 20, 2027

Formal observations shall be conducted on and between dates indicated above. Each campus must exclude dates that include the day before and after a student holiday, end of semester or end of year examination and state-mandated assessments or other standardized tests scheduled for that campus.

LAST DAY FOR APPRAISER TO PROVIDE SUMMATIVE ANNUAL APPRAISAL REPORT TO TEACHER
Thursday, April 30, 2027

LAST DAY TO COMPLETE END-OF-YEAR CONFERENCES
Thursday, May 7, 2027

**Pending Board Approval

2026-2027 T TESS Appraiser Calendar

July 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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Agenda Item Memorandum

To: MVISD Board of Trustees
Date: 07/27/2026
Agenda Item: Consider approving the Student Code of Conduct for 2026-2027 School Year

Background Information:
Board Policy FO (LEGAL) requires the Board annually adopt the Student Code of Conduct. Medina Valley ISD uses the Texas Association of School Boards (TASB) model code of conduct in developing our code.
TEC Sec. 37.081, subsection effective January 1, 2025, states "the board of trustees of the school district shall determine the law enforcement duties of peace officers, school resource officers, and security personnel. The duties must be included in the student code of conduct adopted under Sec. 37.001."
The School Resource Officer MOU is added to the Student Code of Conduct on pgs. 38 & 39.

Supporting Document(s):
- Student Code of Conduct

Recommendation:
It is recommended that the Board of Trustees approve the 2026-2027 Student Code of Conduct as presented.

8449 FM 471 S., Castroville, TX 78009 • www.mvisd.com

Medina Valley ISD

2026-2027

Student Code of Conduct

BOARD OF TRUSTEES

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Blane Nash	Vice President
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Kelly Van Sickle	Trustee
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Crystal Hermesch	Chief Financial Officer
Tanner Lange	Executive Director of Secondary Schools
Sandy Bermea	Executive Director of Elementary Schools
Selena Vierra	Director of Communications
Jason Migura	Director of Human Resources

SCHOOL CAMPUSES

Castroville Elementary School	Interim, Principal
LaCoste Elementary School	Oscar Vega, Principal
Ladera Elementary School	Stephanie Bippert, Principal
Luckey Ranch Elementary	Dwight McKnight, Principal
Potranco Elementary	Audrey White, Principal
Silos Elementary	Brenda Estrella-Pagan, Principal
Medina Valley Middle School	Lesli Solis, Principal
Loma Alta Middle School	Michael Lopez, Principal
Medina Valley High School	Elisa McCracken, Principal
Creek View High School	Melissa Gonzales, Principal
Medina Valley DAEP School	Roland Villanueva, DAEP Coordinator

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Medina Valley ISD Student Code of Conduct

2026-27 School Year

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact *Selena Viera, Director of Communications at selena.viera@mvisd.org*

Purpose

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

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

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

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

Not later than the first day of the 2026-2027 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.

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

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

Medina Valley ISD Student Code of Conduct

The Medina Valley ISD Discipline Management Plan includes the Student Code of Conduct and procedures for processing violations. Responsibilities of administrators, teachers, parents/guardians, and students are clearly defined. Behavior management strategies are designed to provide maximum support for instruction and on-task time for teachers and students. The major focus is on teaching and assisting students in developing skills of self-control that will result in increased academic achievement. The classroom management model provides positive support and predefined consequences for student behavior.

Medina Valley ISD schools foster a climate of equity and mutual respect for the rights of others. Students are expected to respect the rights and privileges of other students, teachers, and school employees. The rules of conduct and discipline contained within this Student Code of Conduct are established to achieve and maintain order and safety in the schools. Students who violate the rights of others or who violate school rules shall be subject to the provisions contained within this Student Code of Conduct.

Campuses proactively employ a variety of positive behavior supports and utilize a character education program to reinforce the value of appropriate choices and to promote a positive climate for all stakeholders. Staff receive extensive training in utilizing current research-based methods, which are designed to enhance social-emotional learning, foster productive relationships and provide the requisite intervention to enable students to maintain consistent compliance with Student Code of Conduct expectations.

In Medina Valley ISD, the vice principal serves as the campus behavior coordinator (CBC). The principal/CBC or his/her designee will make discipline decisions based on the evidence in each situation. Consideration will be given to intent and/or self-defense in the decision-making process along with all other relevant factors. Intent or lack of intent and/or self-defense alone will not be the determining factor. In cases of misbehavior where there is no stated or implied intent to violate the Student Code of Conduct, students may be disciplined for their actions. To avoid disciplinary action by contending self-defense, students must not have been involved in provoking the situation, must seek to detach themselves from the situation and/or obtain help from school personnel. Self-defense is not an acceptable reason for misconduct that seriously disrupts the educational environment, endangers others, is used as a reaction to bullying, or hurts or seriously affects other students. Administration maintains the sole authority to determine intent and/or self-defense based on the investigation. Consideration will be given to students with an individual educational program (IEP) or Section 504 individual accommodations plan (IAP) in which the misconduct is a direct and substantial manifestation of the disability or disabilities.

The principal/CBC or his/her designee has the legal authority and responsibility to investigate violations of the Student Code of Conduct and to interview students regarding the student's own conduct or the conduct of other students without prior notice to parents/guardians or the consent of parents/guardians to do so. School officials including law enforcement officers exercise this authority to maintain the safety and security of the school environment and to prevent the disruption of instructional programs. In order to conduct an efficient and effective investigation and to avoid causing undue alarm, anxiety or giving incomplete information, parents/guardians will be notified at the discretion of the administrator conducting the investigation.

The principal/CBC or his/her designee will report crimes as required by law and may contact local law enforcement regarding suspected criminal activity. In most cases, school officials contact their campus police officer to assist them in enforcing these provisions. Certain acts of conduct may constitute criminal offenses in addition to violations of the Student Code of Conduct. Because school discipline is independent of criminal proceedings, disciplinary consequences may not be postponed pending the outcome of any criminal proceeding or affected by the outcome of any criminal proceeding.

Multiple consequences are possible for a single infraction by a student. Legal actions may be taken by the law enforcement agency and the judicial system. In addition, student activity groups may have disciplinary actions taken including removal from the student organization as indicated in the organizations' constitutions.

The primary factor in any disciplinary decision is the severity of the incident. However, in all cases, the principal/CBC or his/her designee must consider the student's age, maturity, prior misbehavior, status as a student who is homeless or in the conservatorship of DFPS and the factors listed above are also taken into consideration. Disciplinary actions for violations of the District's rules are subject to change due to the enactment of or revision to state law, interpretations by the Texas Education Agency, or Medina Valley ISD School Board Policy changes.

The following subsections set forth student rules relating to individuals and school property, as well as general behavior requirements. Persistent or repeated violations of the rules may ultimately result in a student being subject to increasingly more serious consequences. Any violation may result in a disciplinary action of any type available to the administration including the maximum penalty for a first infraction.

EXPECTATIONS FOR STUDENT CONDUCT

The conduct of students should at all times contribute in a positive and constructive manner to the improvement of all learning environments and the overall school atmosphere which includes, but is not limited to, school-sponsored activities outside the school building and transit to and from the school or school activities.

All students are to be respectful of others at all times. Actions by students that are based on race, color, national origin, ethnicity, gender, sexual preference, or religious beliefs will not be tolerated. Students participating in any form of harassment or intimidation, including, but not limited to, verbal, non-verbal, graphic, written, electronic, or physical contact that denigrates or shows hostility or aversion towards a member(s) of the above groups will be subject to disciplinary action.

GENERAL BELIEFS

• Students are responsible for the choices they make.

• Students can be taught behavioral expectations.

The desired outcome of a disciplinary action is for students to learn from the mistake and use the new information to make better choices.

GENERAL STUDENT RULES

Students at school or school-sponsored activities are prohibited from:

- Engaging in academic dishonesty, which includes cheating, copying, representing someone's work as one's own and/or unauthorized communication between students during an examination.
- Identity theft.
- Falsifying records, passes, or other school-related documents.
- Throwing any object that can cause bodily injury or property damage, which is not included as part of a teacher approved curriculum or school-sponsored activity.
- Leaving school grounds or a school-sponsored activity or event without permission of a school.
- Being disrespectful or directing profanity, vulgar language, or obscene gestures toward students, school personnel or visitors to the District.
- Insubordination - failing to comply with directives from school personnel or violating District policies, rules, and regulations.
- Possessing matches and/or lighter(s).
- Engaging in robbery or theft.
- Damaging or vandalizing property owned by the District, other students, District employees, volunteers or visitors.
- Engaging in misconduct on school buses.
- Fighting/mutual combat.
- Committing physical abuse or threatening physical abuse.
- Engaging in bullying, cyberbullying, any form of harassment, hazing, or dating violence.
- Committing extortion, coercion, or blackmail defined as obtaining money or other object of value from an unwilling person, or forcing an individual to act through the use of force or threat of force.
- Engaging in verbal abuse, including but not limited to, name-calling, ethnic or racial slurs, or derogatory statements addressed publicly or privately to others that school officials have reasonable cause to believe will substantially disrupt the school program or incite violence.
- Engaging in rude and disrespectful behavior.
- Engaging in any type of threatening, harassing or intimidating school personnel on or off school property, to include, but not limited to, expression via social media.
- Engaging in and/or inciting others to engage in retaliation toward another student.
- Engaging in tardiness, truancy, or intentionally skipping classes or other scheduled activities.
- Causing, inciting or participating in a disturbance on school grounds, at a school function or school activity.
- Encouraging others to fight or participate in a violation of the District Student Code of Conduct.
- Possessing or using fireworks, "poppers," or explosives of any kind.
- Engaging in inappropriate physical or sexual contact/conduct while on campus or at a school- related or school-sponsored event on or off campus.

- Engaging in any offensive conduct of a sexual nature, whether verbal or physical. This may include requests for sexual favors or other intimidating sexual conduct.
- Using/misusing an electronic or wireless communication device (cell phone/camera phone, smartwatches or the like etc.) during an unauthorized time or in an unauthorized location. Misuse includes, but is not limited to, text messaging, using the device to share educational information in violation of the Academic Honesty Policy, sexting, cyberbullying, having or sharing intimate visual pictures or using the phone as a camera during the instructional day or in any area where there is a reasonable expectation of privacy.
- Using any device that permits the recording of a voice or image of another in any way that invades the privacy of others, is made without the prior consent of the individual(s) being recorded or disrupts the educational environment.
- Possessing, creating, or displaying graffiti of any kind.
- Violating the District's Acceptable Use of Technology Resources guidelines, to include breach of school and/or District security or uploading and/or creating computer viruses.
- Creating a "hit list" or any other list that targets specific individuals to be physically or psychologically harmed.
- Violating the dress code.
- Bringing items to sell at school without prior consent from the principal.
- Loitering.
- Possessing pornographic material.
- Engaging in tobacco/electronic device violations, including but not limited to, nicotine products, cartridges, oils or the like.
- Possessing drug paraphernalia of any kind.
- Violating the student medication guidelines.
- Abusing student’s own prescription medication or over-the counter drugs that cause impairment to body or mind.
- Carrying and/or bringing to school any bladed instruments.
- Taking invasive pictures and/or recordings of other students.
- Disclosing, posting, promoting, or threatening to release intimate visual material of a minor without the student’s consent.
- Disrupting virtual or distance learning by gaining unauthorized access and/or actively disturbing instruction.
- Possessing a “look-alike” weapon, air gun, BB gun and/or ammunition.
- Engaging in any other conduct that disrupts the school environment or educational process.

DISCIPLINE OPTIONS

Students shall be treated fairly and equitably. Discipline shall be based on a careful assessment of the circumstances of each case. Duration and severity of consequences will depend on, but are not limited to, the offense, the nature of the violation, the student's age, disciplinary history, intent, disability, status as a student who is homeless or in the conservatorship of DFPS and the overall effect upon student welfare and the learning environment. While these factors are considered, the severity of an incident remains the primary factor in determining what specific disciplinary action will be taken. Records of students receiving special services will be reviewed. In most cases, discipline shall be administered so that penalties generally increase proportionately to the severity and/or persistence of the misbehavior.

The principal/CBC or his/her designee may suspend students who engage in conduct identified in the Student Code of Conduct. An out-of-school suspension may not exceed three (3) school days for a single incident.

A student who is enrolled in a grade level below grade three and/or homeless may not be placed in out-of-school suspension unless while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

1. Conduct that contains the elements of an offense related to weapons under Section 46.02 or 46.05, Penal Code;
2. Conduct that contains the elements of a violent offense under Section 22.01, 22.011, 22.02, or 22.021, Penal Code; or
3. Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of: (a) marijuana or a controlled substance, as defined by Chapter 481, Health and Safety Code, or by 21 U.S.C. Section 801 et seq.; (B) a dangerous drug, as defined by Chapter 483, Health and Safety Code; or (C) an alcoholic beverage, as defined by Section 1.04, Alcohol Beverage Code Formatting issue

School District Authority and Jurisdiction

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

The district has disciplinary authority over a student:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by Education Code 37.0832;
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. Under the Texas Drug-Free Zones statute, punishment for a drug offense is increased to the next higher category of punishment (for example, from a third-degree felony to a second-degree felony) if the offense was committed in, on, or within 1,000 feet of any real property owned, rented or leased by a school, or the premises of a public or private youth center. Punishment for most drug offenses is also increased if they take place on a school bus;
11. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
12. When the student commits a felony, as provided by Education Code 37.006, 37.007, or 37.0081; and
13. When the student is required to register as a sex offender.

Campus Behavior Coordinator

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

- Conduct that contains the elements of the offense of terroristic threat under Penal Code 22.07;
- Conduct that contains the elements of the offense of unlawfully carrying weapons under Penal Code 46.02;
- Conduct that contains the elements of the offense of exhibiting, using, or threatening to

exhibit or use a firearm under Education Code 37.125; and
- Any concerning student behaviors or behavioral trends that may pose a serious risk of violence to the student or others.

The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at ***mvisd.com***.

Threat Assessment and Safe and Supportive School Team

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

Searches

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

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

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

Reporting Crimes

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

Security Personnel

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

The law enforcement duties of district security personnel shall include traffic control services, law enforcement, and assisting school administration with security during regular school hours. [See page 37]

"Parent" Defined

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

Participating in Graduation Activities

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

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

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

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

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, district police officer, or other authorized school official, shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

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

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

See **DAEP—Restrictions During Placement** on page 26 for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

Each student is expected to:

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

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 20, **DAEP Placement** on page 21, **Placement and/or Expulsion for Certain Offenses** on page 29, and **Expulsion** on page 32, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed on page 19.

Disregard for Authority

Students shall not:

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

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 29.)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 29.)
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 29.)
- Enter, without authorization, district facilities that are not open for operations.

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- *A location-restricted knife;
- *A club;
- *A firearm;
- A stun gun;
- Knuckles;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 29. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

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

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

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 21 and **Expulsion** on page 32 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for "paraphernalia.")
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student's own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person's prescription drug on school property or at a school-related event. (See **glossary** for "abuse.")
- Abuse over-the-counter drugs. (See **glossary** for "abuse.")
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. (See **glossary** for "under the influence.")
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

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

Safety Transgressions

Students shall not:

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

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.

- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

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

Discipline Management Techniques

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

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

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

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

Students with Disabilities

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

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an Admission, Review, and Dismissal (ARD) committee meeting has been held to review the conduct.

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

Techniques

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

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.

- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- “Stay Away” agreement or no contact orders issued by the principal/CBC or designee.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Probation.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Parent/guardian-administrative conferences.
- Restitution of damages.
- Sending the student to the office, another assigned area, or to in-school suspension (ISS).
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations’ extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 20.
- Placement in a DAEP, as specified in **DAEP** on page 22.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 29.
- Expulsion, as specified in **Expulsion** on page 32.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

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

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]

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

Notification

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

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

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

Parental Involvement

The district has not adopted a policy for parental involvement in school disciplinary placements under Education Code 37.0014.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher,

campus administration, or CBC, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the CBC's office, or the central administration office or through Policy Online® at the following address: *https://policyonline.tasb.org/PolicyOnline?key=883*

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

Removal from the School Bus

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

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

Removal from the Regular Educational Setting

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

Routine Referral

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

Formal Removal

A teacher may initiate a formal removal from class if:

1. A student's behavior repeatedly interferes with the teacher's ability to teach the class or with other students' ability to learn.

2. A student demonstrates behavior that is unruly, disruptive, or abusive toward the teacher, another adult, or another student in the classroom.

3. A student engages in conduct that constitutes bullying, as defined by Education Code 37.0832.0.

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

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

At the conference, the CBC or appropriate administrator shall inform the student of the alleged

misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

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

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

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

Returning a Student to the Classroom

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

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

Appeals of Formal Teacher Removals

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

In-School Suspension

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

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

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

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

Process

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

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

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

1. Self-defense [see Glossary];

2. Intent or lack of intent at the time the student engaged in the conduct;

3. The student's disciplinary history;

4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;

5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or

6. A student's status as homeless.

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

Out-of-School Suspension

Misconduct

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

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

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

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;

- Conduct that threatens the immediate health and safety of other students in the classroom;

- Documented conduct that results in repeated or significant disruption to the classroom; or

- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

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

Process

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

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

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

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

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

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

Alternative Assignment

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

Coursework During Suspension

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

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

Disciplinary Alternative Education Program (DAEP) Placement

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

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

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

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

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

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

Discretionary Placement: Misconduct That May Result in DAEP Placement

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

Misconduct Identified in State Law

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

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.
- Engages in conduct that contains the elements of the offense of disruptive activities under Education Code 37.123.
- Engages in conduct that contains the elements of the offense of disruption of classes under Education Code 37.124.

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

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

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

Mandatory Placement: Misconduct That Requires DAEP Placement

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

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
  - Engages in conduct punishable as a felony.
  - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
  - Except as provided by Education Code 37.007(a)(3), sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. [School-related felony drug offenses are addressed in Expulsion.] [See Glossary for "under the influence," "controlled substance," and "dangerous drug."]
  - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.
  - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
  - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
  - Sells, gives, or delivers to another person an e-cigarette, as defined by Section 161.081, Health and Safety Code.
  - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
  - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code sections 42.07(a)(1), (2), (3), or (7).

- Engages in expellable conduct and is six to nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation under Penal Code 36.06 against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 32.)
- Engages in conduct that contains the elements of harassment under Penal Code 42.07 against any school employee or volunteer on or off of school property.

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

1. A felony offense under Title 5;
2. The offense of deadly conduct under Section 22.05;
3. The felony offense of aggravated robbery under Section 29.03;
4. The offense of disorderly conduct involving a firearm under Section 42.01(a)(7) or (8); or

The offense of unlawfully carrying weapons under Section 46.02, except for an offense punishable as a Class C misdemeanor under that section.

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

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

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

Process

Removals to a DAEP shall be made by the CBC.

Conference

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

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

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

Following valid attempts to require attendance, the district may hold the conference and make a

placement decision regardless of whether the student or the student's parents attend the conference.

Consideration of Mitigating Factors

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

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

Placement Order

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

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

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

DAEP at Capacity

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

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

Coursework Notice

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

Length of Placement

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

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

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

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

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

Exceeds One Year

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

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

Exceeds School Year

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

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

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
2. The student has engaged in serious or persistent misbehavior (see **glossary**) that violates the district's Code of Conduct.

Exceeds 60 Days

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the CBC's office, the central administration office, or through Policy Online® at the following address: https://policyonline.tasb.org/PolicyOnline?key=883

Appeals shall begin at Level One with the campus principal or campus behavior coordinator. Level two will be with Tanner Lange, Executive Director of Secondary Schools; Doug Wozniak, Executive Director of Elementary Schools or designee.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or cocurricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student's IEP or Section 504 plan.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the CBC or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication (see **glossary**), or deferred prosecution will be initiated, or
2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the district's Code of Conduct in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the CBC may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the CBC or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

The district shall continue the DAEP placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community

supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

Newly Enrolled Students

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

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

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 21.)

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

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

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug, A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for "under the influence.")
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in deadly conduct. (See **glossary**.)

Within 300 Feet of School

A student may be expelled for possession of a firearm, as defined by federal law, while within 300 feet of school property, as measured from any point on the school's real property boundary line.

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in a DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code of Conduct, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
4. Conduct that constitutes the offense of:
   a. Public lewdness under Penal Code 21.07;
   b. Indecent exposure under Penal Code 21.08;

c. Criminal mischief under Penal Code 28.03;
d. Hazing under Education Code 37.152; or
e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

Under Federal Law

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See **glossary**.)

Note*:* Mandatory expulsion under the federal federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
    - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.) *Note*: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
    - A location-restricted knife, as defined by state law. (See **glossary**.)
    - Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
    - Engages in conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under Education Code 37.125.
    - Behaving in a manner that contains elements of the following offenses under the Penal Code:
        - Aggravated assault, sexual assault, or aggravated sexual assault.
        - Arson. (See **glossary**.)
        - Murder, capital murder, or criminal attempt to commit murder or capital murder.
        - Indecency with a child.
        - Kidnapping or aggravated kidnapping.
        - Aggravated robbery.
        - Burglary, robbery, or aggravated robbery.
        - Manslaughter.

- Criminally negligent homicide.
- Continuous sexual abuse of a young child or disabled individual.
- Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
- Engaging in conduct that contains elements of assault against a school employee or volunteer.

Under Age 10

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Virtual Expulsion Program

In some circumstances, a student may be placed in a virtual expulsion program.

- The school must ensure students in the program have the necessary technology and internet and must provide it if needed.
- The virtual program must, as much as possible, meet the same requirements as an in-person disciplinary alternative education program (DAEP).
- The student's placement must be reviewed every 45 school days.
- If an in-person spot becomes available, the school should plan the student's return to in-person learning.
- If continued virtual placement is appropriate, the school must document the decision.

Consideration of Virtual Education as Alternative to Expulsion

Before a school district may expel a student, the district must consider the appropriateness and feasibility of, as an alternative to expulsion, enrolling the student in a full-time hybrid program, full-time virtual program, full-time hybrid campus, or full-time virtual campus. This requirement does not apply to a student expelled under Education Code 37.0081 or 37.007(a), (d), or(e).

Process

If a student is believed to have committed an expellable offense, the CBC or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the CBC or other administrator may place the student in:

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

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,
2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the Hearing Officer and the Expulsion Committee to conduct hearings and expel students.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the board or CBC shall take into consideration:

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

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the hearing officer shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal During Process

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the CBC or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

Certain Felonies

Regardless of whether DAEP placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or CBC makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 [see Glossary] of the Penal Code. The student must have:

- Received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred;
2. The location at which the conduct occurred;

3. Whether the conduct occurred while the student was enrolled in the district; or

4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers;

2. Will be detrimental to the educational process; or

3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school;

2. The charges are dismissed or reduced to a misdemeanor offense; or

3. The student completes the term of the placement or is assigned to another program.

Placement Review

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the CBC or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Security Personnel

To ensure the security and protection of students, staff, and property, the board employs school resource officers (SROs). In accordance with the law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff.

The law enforcement duties of district peace officers are listed in policy CKE(LOCAL).

The law enforcement duties of school resource officers are:

- To protect the lives and property of the school district, employees, students, citizens, and any property located within the jurisdictional boundaries of MVISD.

- To respond to any threat to the safety of students or staff and protect the lives and property of MVISD, employees, and students.
- To enforce and comply with federal, state, and local laws and ordinances, as well as MVISD-approved policies that do not conflict with the DEPARTMENT's rules and regulations.
- To investigate criminal activity committed on or adjacent to school property.
- To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when the officer deems it necessary or it is requested by the Principal or the Principal's designee or the MVISD Superintendent, or the Superintendent's designee. Any such counseling will be conducted with a minimum of two people present in addition to the recipient of the counseling.
- To answer questions that students may have about Texas criminal or juvenile laws, as well as how to report crimes and violations of their rights.
- To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned. However, MVISD will investigate school-related issues and will turn over to SRO when appropriate.

- To provide security for special school events or functions, such as PTO meetings, Board Meetings, UIL Events, or at the request of the MVISD Superintendent, the Superintendent's designee, or the Campus Administrator.
- To provide traffic control during the arrival and departure of students when deemed necessary, including but not limited to issuing traffic citations on MVISD property, parking lots and private drives.
- To serve as a liaison between the designated campus administration and the DEPARTMENT and act as the first responder in the case of a critical incident at School.
- To perform other duties as assigned by the MVISD Superintendent, or the Superintendent's designee, and campus principal and approved by the DEPARTMENT and which advance the goals and objectives of the SRO Program.
- All SROs shall be required to submit weekly reports to the SRO supervisor which may be made available to the MVISD Superintendent, or the Superintendent's designee, excluding content related to sensitive criminal investigative information or identifiers.
- SROs will not be allowed to ask students about their immigration status. As per Supreme Court Ruling, Plyler V. Doe (1982), all students have a constitutional right to attend public school regardless of immigration status.
- To address crime and disorder problems, gangs, and drug activities occurring in and around MVISD campuses.
- To make arrests and issue citations when warranted.
- To take action against unauthorized persons on MVISD property.

MVISD Student Code of Conduct has this statement:

"Security Personnel To ensure the security and protection of students, staff, and property, the board employs school resource officers (SROs). In accordance with the law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in policy CKE(LOCAL).

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;

2. Uses or exhibits a deadly weapon; or

3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:

    a. 65 years of age or older; or

    b. A disabled person.

Antisemitism is defined by Government Code section 448.001 as a certain perception of Jews that may be expressed as hatred toward Jews. The term includes rhetorical and physical acts of antisemitism directed toward Jewish or non-Jewish individuals or their property or toward Jewish community institutions and religious facilities. Examples of antisemitism are included with the International Holocaust Remembrance Alliance's "Working Definition of Antisemitism" adopted on May 26, 2016.

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:

    a. Any vegetation, fence, or structure on open-space land; or

    b. Any building, habitation, or vehicle:

        (1) Knowing that it is within the limits of an incorporated city or town;

        (2) Knowing that it is insured against damage or destruction;

        (3) Knowing that it is subject to a mortgage or other security interest;

        (4) Knowing that it is located on property belonging to another;

        (5) Knowing that it has located within it property belonging to another; or

        (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.

2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or

3. Intentionally starting a fire or causing an explosion and in so doing:

    a. Recklessly damaging or destroying a building belonging to another; or

    b. Recklessly causing another person to suffer bodily injury or death.

Assault is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes school district property or information or commits a breach of any other computer, computer network, or computer system.

Bullying is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;

2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;

3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or

4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;

2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and

3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

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

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Dangerous drug is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the

purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;

2. Place a person in fear of imminent serious bodily injury; or

3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;

2. The frame or receiver of any such weapon;

3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or

4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);

2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or

3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:

    a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;

    b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;

c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;

d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

e. Making a telephone call and intentionally failing to hang up or disengage the connection;

f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;

g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or

i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

Hazing is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;

2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;

3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or

4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

Hit list is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Personal Communication Device means a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, AI glasses and similar wearable technology or any other electronic device capable of telecommunication or digital communication.

Possession means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;

2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;

3. Personal communication devices or electronic devices; or

4. Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:

    a. An explosive weapon; or

    b. A machine gun.

2. Armor-piercing ammunition;

3. A chemical dispensing device;

4. A zip gun;

5. A tire deflation device; or

6. An improvised explosive device.

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

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

Self-defense is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;

2. Extortion, meaning the gaining of money or other property by force or threat;

3. Conduct that constitutes coercion, as defined by Penal Code Section 1.07; or

4. Conduct that constitutes the offense of:

    a. Public lewdness under Penal Code 21.07;

    b. Indecent exposure under Penal Code 21.08;

    c. Criminal mischief under Penal Code 28.03;

    d. Hazing under Education Code 37.152; or

    e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.

- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;

2. Place any person in fear of imminent serious bodily injury;

3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;

4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;

5. Place the public or a substantial group of the public in fear of serious bodily injury; or

6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;

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- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to die by suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the in-fluence" need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one's body, by any means, a prohibited substance.

Zip gun is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: July 15, 2026
Agenda item: Consider approval of San Antonio Water System (SAWS) Permanent Right-of-Way easement for the Medina Valley Middle School #3 Project

Background Information

SAWS is the utility service company at Medina Valley Middle School #3 that will provide water service to the campus. The right-of-way easement allows SAWS to come onto our property and service the infrastructure at MVISD's property.

Administrative Consideration

MTR Engineers have prepared the legal metes and bounds for the SAWS water right-of-way easement. There is no cost to MVISD for this easement.

Recommendation:

It is recommended that the Board approve the SAWS water permanent right-of-way easement for the Medina Valley Middle School #3 Project and allow the superintendent to execute the agreement.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PERMANENT EASEMENT – WATER

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BEXAR §

THAT, **BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "Grantor", whether one or more, for and in consideration in the amount of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to Grantor in hand paid by the **SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES**, Bexar County, Texas, has given, granted, sold, conveyed, and dedicated, and by these presents, does give, grant, sell, convey, and dedicate unto the **CITY OF SAN ANTONIO**, a Texas Municipal Corporation for the use, benefit and control of the said **SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES**, herein referred to as "Grantee", as such and their successors in office appointed by the City Council of the said City of San Antonio as provided in Ordinance No. 75686, adopted at a regular meeting of said council, April 30, 1992, and subject to the terms and provisions of said ordinance, an easement to construct, reconstruct, realign, inspect, patrol, maintain, operate, repair, add, remove and replace water lines and facilities, and appurtenances thereto, in, on, over and through the lands located in Bexar County, Texas as follows:

> **Being a 0.014 of an acre (631.23 square feet more or less) tract of land, being a 24-Foot Wide Permanent Water Easement, situated in the Gil Rodriguez Survey Number 11, Abstract Number 615, Bexar County, Texas, being out of the remaining portion of a 28.284 acre tract, designated as "Tract I", as conveyed to Board of Trustees of the Medina Valley Independent School District, by Special Warranty Deed as recorded in Document Number 20240133159, of the Official Public Records of Bexar County, Texas, and being more particularly described and depicted in Exhibits "A" and "B" attached hereto and made a part hereof (the "Easement Area");**

For the purpose of using said Easement Area for any and all things necessary for the construction, reconstruction, realignment, inspection, patrol, maintenance, operation, repair, addition, removal and/or replacement of the lines, facilities and appurtenances to be placed within the above described permanent Easement Area.

Together with the right of ingress and egress over said Easement Area and over Grantor's adjoining lands for the purpose of constructing, reconstructing, realigning, inspecting, patrolling, maintaining, operating, repairing, adding and removing said lines, facilities and appurtenances; the right to relocate said lines, facilities and appurtenances within said Easement Area; the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with

the exercise of the rights granted hereunder; and the right of exercise of all other rights hereby granted; and Grantor expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that (i) no building or structure of any kind will be placed on said Easement Area and that removal of any building or structure placed on said Easement Area shall be at Grantor expense and (ii) Grantor will not change, or cause to be changed, the grade of the Easement Area, by fill or excavation, by more than two (2) feet without the prior written consent of Grantee, and that the removal and/or correction of such grade change made without Grantee's consent shall be at Grantor expense.

Grantor expressly acknowledges and agrees that Grantor is performing the initial construction of the water facilities and appurtenances thereto in connection with its **MVISD-MIDDLE SCHOOL #3 PROJECT** (the "Project"). Grantor further acknowledges and agrees that until such time as the water facilities are completed and accepted by Grantee, the Grantor, its successors and assigns, shall be fully responsible for all obligations of Grantee hereunder, and that Grantor, on behalf of itself, its heirs, legal representatives, successors and/or assigns, waive any and all claims of any type or nature, known or unknown, that may be asserted against Grantee arising from or related to events occurring or attributable to the period prior to the time the Project is complete and Grantee has accepted the transfer of the water facilities and appurtenances from the Grantor, and Grantor agrees that no such claims may be asserted against Grantee. Grantor does hereby agree to indemnify, defend and hold harmless Grantee from and against any and all claims, losses, costs, expenses and fees (including, without limitation, attorneys' fees and costs of dispute resolution) arising from or in any way related to events occurring or attributable to (i) the period prior to the time that the Project is complete and Grantee has accepted the transfer of the water facilities and appurtenances from the Grantor, and/or (ii) the Grantor's use of the easement hereunder or construction of the water facilities and appurtenances permitted hereunder. Grantor does hereby agree that the duties and obligations in this paragraph shall be binding on its successors and assigns.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until the use of said easement shall be abandoned.

And Grantor does hereby bind itself, its legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

[*Signature page to follow*]

EXECUTED effective this _____ day of _____, 2026.

BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

By: _____
Emily Lorenz, Superintendent of the Schools, Medina Valley Independent School District

STATE OF TEXAS §
COUNTY OF _____§

This instrument was acknowledged before me on this _____ day of _____, 2026, by Emily Lorenz, the Superintendent of Schools, Medina Valley Independent School District, on behalf of said school district.

(SEAL)

_____
Notary Public in and for the state of _____
My Commission Expires: _____

Exhibit "A"

Field Notes for a Tract of Land
Containing 0.014 of an acre (631.23 square feet)
Being a 24-Foot Wide Permanent Water Easement

A 0.014 of an acre (631.23 square feet) tract of land, being a 24-Foot Wide Permanent Water Easement, situated in the Gil Rodriguez Survey Number 11, Abstract Number 615, Bexar County, Texas, being out of the remaining portion of a 28.284 acre tract, designated as "Tract 1", as conveyed to Board of Trustees of the Medina Valley Independent School District, by Special Warranty Deed as recorded in Document Number 20240133159, of the Official Public Records of Bexar County, Texas, said 0.014 of an acre (631.23 square feet) easement being more particularly described as follows:

Commencing at a found 1/2" iron rod with a yellow plastic cap stamped "PAPE DAWSON", having Texas State Plane Coordinates of N:13,673,329.22, E:2,053,282.73, being on the east boundary of a 111.27 acre tract, designated as "Phase II Tract", as conveyed to LGI Homes – Texas, LLC, by Special Warranty Deed as recorded in Document Number 20200090153, being the southwest terminus point of Falcon River, a variable width right of way, as shown on subdivision plat of Straus Tract – Secondary Arterial, as recorded in Volume 20004, Pages 773-774, both of the Official Public Records of Bexar County, Texas, and being the northwest corner of the remaining portion of said 28.284 acre tract;

Thence, leaving the east boundary of said 111.27 acre tract, with a south right of way line of said Falcon River, being the north boundary of the remaining portion of said 28.284 acre tract, North 89 degrees 29 minutes 17 seconds East, a distance of 94.05 feet to the **Point of Beginning** having Texas State Plane Coordinates of N:13,673,330.06, E:2,053,376.78, being the northwest corner of the herein described easement;

Thence, continuing with a south right of way line of said Falcon River, being the north boundary of the remaining portion of said 28.284 acre tract, North 89 degrees 29 minutes 17 seconds East, a distance of 24.00 feet to a point, being the northeast corner of the herein described easement;

Thence, leaving a south right of way line of said Falcon River, over the remaining portion of said 28.284 acre tract,the following three (3) courses:

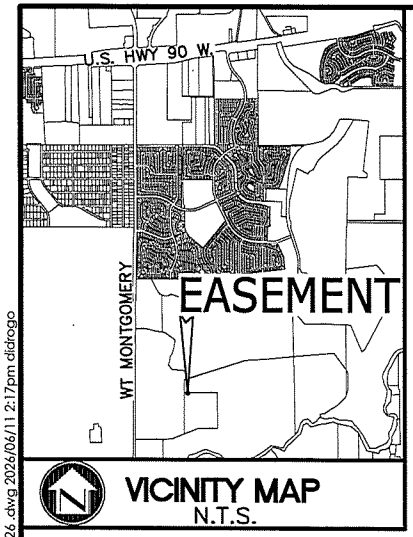
South 00 degrees 30 minutes 36 seconds East, a distance of 26.30 feet to a point, being the southeast corner of the herein described easement;

South 89 degrees 29 minutes 17 seconds West, a distance of 24.00 feet to a point, being the southwest corner of the herein described easement;

North 00 degrees 30 minutes 36 seconds West, a distance of 26.30 feet to the **Point of Beginning,** containing 0.014 of an acre (631.23 square feet).

Note: Basis of bearings and coordinates cited were established from the State Plane Coordinate System, North American Datum of 1983, Texas South Central Zone. A survey of even date was prepared for this description.

Salvador A. Salas, R.P.L.S.
Registered Professional Land Surveyor
No. 6612
Revised: 2026-06-11
Revised: 2026-06-08
Revised: 2026-06-01
Date: 2026-05-14 Job No. 25259
SL



VICINITY MAP
N.T.S.

GENERAL NOTES:

1) BASIS OF BEARINGS AND COORDINATES CITED WERE ESTABLISHED FROM THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.

2) ONLY THOSE COPIES WHICH BEAR AN ORIGINAL INK IMPRESSION SEAL AND AN ORIGINAL SIGNATURE OF THE SURVEYOR WILL BE CONSIDERED A "VALID" COPY. MOY TARIN RAMIREZ ENGINEERS, LLC., WILL NOT BE RESPONSIBLE FOR THE CONTENT OF ANYTHING OTHER THAN A VALID COPY OF THIS SURVEY.

3) A FIELD NOTE DESCRIPTION OF EVEN DATE WAS PREPARED FOR THIS EXHIBIT.

4) THIS EXHIBIT IS NOT INTENDED TO BE USED FOR THE TRANSFER OF REAL PROPERTY. NO MONUMENTATION HAS BEEN SET.

SAWS Parcel No.: P26–113
Project Name: MVISD–MIDDLE SCHOOL #3
Owner Name: BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
BCAD ID No.: 1435499

LEGEND:
O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS

SCALE: 1"=100'
0 100 200

POINT OF COMMENCING
FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"
N: 13,673,329.22
E: 2,053,282.73

POINT OF BEGINNING
N: 13,673,330.06
E: 2,053,376.78

N89°29'17"E
94.05'

FALCON RIVER
(A VARIABLE WIDTH RIGHT OF WAY)
STRAUS TRACT – SECONDARY ARTERIAL
VOLUME 20004, PAGES 773–774
O.P.R.B.C.T.

DEED LINE

L1
L2
L3
L4

24–FOOT WIDE PERMANENT WATER EASEMENT
0.014 OF AN ACRE
(631.23 SQUARE FEET)

LGI HOMES–TEXAS, LLC
111.27 ACRES PHASE II TRACT
SPECIAL WARRANTY DEED
DOCUMENT NUMBER 20200090153
O.P.R.B.C.T.

BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
SPECIAL WARRANTY DEED
REMAINING PORTION OF 28.284 ACRE
DESIGNATED AS "TRACT 1"
DOCUMENT NUMBER 20240133159
O.P.R.B.C.T.

50–FOOT WIDE DRAINAGE EASMENET
DOCUMENT NUMBER 20240182574
O.P.R.B.C.T.

GIL RODRIGUEZ SURVEY NUMBER 11 ABSTRACT NUMBER 615

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°29'17"E	24.00'
L2	S00°30'36"E	26.30'
L3	S89°29'17"W	24.00'
L4	N00°30'36"W	26.30'

Exhibit "B"

STATE OF TEXAS
REGISTERED
SALVADOR A. SALAS
6612
PROFESSIONAL
LAND SURVEYOR

EXHIBIT OF

A 0.014 OF AN ACRE (631.23 SQUARE FEET) TRACT OF LAND, BEING A 24–FOOT WIDE PERMANENT WATER EASEMENT, SITUATED IN THE GIL RODRIGUEZ SURVEY NUMBER 11, ABSTRACT NUMBER 615, BEXAR COUNTY, TEXAS, BEING OUT OF THE REMAINING PORTION OF A 28.284 ACRE TRACT, DESIGNATED AS "TRACT 1", AS CONVEYED TO BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT, BY SPECIAL WARRANTY DEED AS RECORDED IN DOCUMENT NUMBER 20240133159, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

REVISED: JUNE 11, 2026
REVISED: JUNE 8, 2026
REVISED: JUNE 1, 2026
DATE: MAY 14, 2026

JOB NO.24259

MTR
· Engineers
· Surveyors
· Planners
Moy Tarin Ramirez Engineers, LLC
TBPELS ENGINEERING F–5297/SURVEYING NO. 10131500
5723 UNIVERSITY HEIGHTS BLVD, SUITE 103
SAN ANTONIO, TEXAS 78249
TEL: (210) 698–5051
FAX: (210) 698–5085

V:\24295 MVISD - Middle School #3 Subdivision Plat and Easements\drawings\REVISED 24295 MVISD Middle School 3 (0.014 ac) 24'wtr esmt 6-8-26..dwg 2026/06/11 2:17pm didrogo

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: July 27, 2026
Agenda item: Consider Approval of Procurement Method for Medina Valley Elementary School #7 Project.

Background Information
The Board previously approved Alamo Architects to provide the architectural services for the new Medina Valley Elementary School #7 Project. Alamo Architects have prepared construction drawings and specifications for this project.

Administrative Consideration
District staff and Alamo Architects worked together to identify the design needs for the new MVISD Elementary School #7 and agree with District staff that the request for competitive sealed proposal procurement method offers the best value to the district.

The RFCSP for general contractors will include the following:

- Invitation & instruction to offerors
- Construction documents
- Selection criteria
- Estimated budget
- Project scope
- Schedule
- Other information necessary for contractors to respond

The district will evaluate and rank each proposal based upon published selection criteria and shall select the offeror that offers the best value for the district based on the published selection criteria and on its ranking evaluation.

Funding Source:
NA

Recommendation:
It is recommended the Board approve the request for competitive sealed proposal as the procurement method for the Medina Valley Elementary School #7 Project.

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: 7-27-26
Agenda item: Consent Agenda – Authorization Resolution

Background:
Medina Valley Independent School District will be developing certain tracts of land owned from time to time by the District, and constructing educational facilities and other improvements on such land, and Emily Lorenz, the Superintendent of the District, upon Board approval will be authorized to perform certain tasks and undertakings as necessary in accordance with Texas Education Code Section 11.1512, in connection with the development of such land and construction of such improvements for school facilities.

Administrative Consideration:
The Resolution empowers the Superintendent in the name of and on behalf of the District, to authorize all Instruments or documents as Superintendent in her discretion may deem necessary or desirable in connection with the development of land owned from time to time by the District and/or the construction of Improvements thereon, including construction contracts, plats, easements, instruments providing for dedications or other conveyances to cities, counties, utility companies and other governmental agencies of portions of such land for easements and/or right of ways and to do or take any other action necessary or desirable to effect the foregoing.

Supporting Documents:
Resolution

Recommendation:
Administration recommends approval of the Resolution.

RESOLUTION OF BOARD OF TRUSTEES
OF MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

WHEREAS, the Medina Valley Independent School District will be developing certain tracts of land owned from time to time by the District, and constructing educational facilities and other improvements on such land, and

WHEREAS, THE BOARD OF TRUSTEES OF MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT (the "Board") has determined that Emily Lorenz, the Superintendent of the District, is authorized to perform certain tasks and undertakings as necessary in accordance with Texas Education Code Section 11.1512, in connection with the development of such land and construction of such improvements for school facilities.

NOW THEREFORE, BE IT RESOLVED, that the Superintendent is authorized and empowered in the name of and on behalf of the District, all Instruments or documents as Superintendent in her discretion may deem necessary or desirable in connection with the development of land owned from time to time by the District and/or the construction of Improvements thereon, including construction contracts, plats, easements, instruments providing for dedications or other conveyances to cities, counties, utility companies and other governmental agencies of portions of such land for easements and/or right of ways and to do or take any other action necessary or desirable to effect the foregoing.

RESOLVED FURTHER, that the Board ratifies any actions previously taken by the Superintendent in connection with the development of land owned from time to time by the District and/or the construction of improvements thereon, and all other actions taken incidental thereto.

RESOLVES FURTHER, that the authority conferred upon the Superintendent by this resolution shall remain in full force and effect until written notice of revocation by further resolution of the Board.

PASSED and ADOPTED at a meeting of the Medina Valley Independent School District of Trustees on the ___ day of July 2026.

By:_____
Nathan Fillinger
Board President

State of Texas §

County of Medina §

This instrument was acknowledged before me on the ____ day of July, 2026, by Nathan Fillinger, Board President of the Board of Trustees of the Medina Valley School District, on behalf of the School District.

_____
Notary Public, State of Texas

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: 7-27-26
Agenda item: Consent Agenda item – MOU with TCOLE

Background Information:
The TCOLE MOU, required every 2 years, is and agreement between the Texas Commission on Law Enforcement (TCOLE) and the district. The district intends to employ licensed School Marshals in the State of Texas. TCOLE offers standard of and funding for School Marshal Licensee Training in the State of Texas. Both parties agreeing to the mutually satisfactory agreement to share in this educational process. After successful completion of the TCOLE training class the candidate will receive the Texas Marshal Certification.

Funding Source:
The district will invoice TCOLE $1,250.00 per attendee that successfully completes the TCOLE certification course. TCOLE will reimburse the district $1250.00 per eligible candidate.

Supporting Documents:
MVISD/TCOLE MOU agreement.

Recommendation:
Administration recommends approval of the MVISD/TCOLE MOU agreement.

Docusign Envelope ID: B75F7392-BA8F-85AA-8234-E49352F2F7FD

MEMORANDUM OF UNDERSTANDING

between

TEXAS COMMISSION ON LAW ENFORCEMENT

and

Medina Valley Independent School District

This Memorandum of Understanding ("MOU") is entered into by and between TEXAS COMMISSION ON LAW ENFORCEMENT, State of Texas State Agency, hereinafter referred to as "TCOLE" and Medina Valley ISD, hereinafter referred to as "Participating ISD" in the School Marshal Licensing Program.

TCOLE offers standards of and funding for School Marshal Licensee Training in the State of Texas. Participating ISD has, or intends to appoint, employed Licensed School Marshal(s) in the State of Texas. It is deemed in the best interest of both parties that the parties enter into a mutually satisfactory agreement to share in this educational process.

Therefore, based on this document, the parties have agreed to the following:

Article I. School Marshal Training

TCOLE has qualified Training Providers available to conduct both the initial School Marshal Licensee Training AND the School Marshal Recertification Training in the State of Texas for qualified individuals:

a. **Employed by an Independent School District (ISD) in the State of Texas**
b. **Meets eligibility requirements as a School Marshal in the State of Texas**
c. **Eligible to attend either the initial School Marshal Training or School Marshal Recertification Training**

1.1 TCOLE shall:

1. Recruit training providers to conduct the live, in-person School Marshal Training course for qualified ISD candidates.
2. Vet qualified potential ISD candidates before scheduling School Marshal Training course.
3. Open seats up to Participating ISD for School Marshal Training courses offered in or near the region the ISD is in. TCOLE reserves the right to reduce enrollment seats to Participating ISD.
4. Maintain a waitlist of licensee qualified ISD candidates if the Participating ISD has more candidates needing School Marshal Training.
5. Contact and directly schedule and enroll all qualified ISD candidates to attend an upcoming School Marshal Training in or near their region.
6. Manage scheduling and enrollment for each School Marshal Training course offered. Meeting a standard of 20 candidates enrolled for each course offered.
7. Send representatives to inspect and observe all or a portion of each School Marshal Training course offered by a qualified Training Provider.

Docusign Envelope ID: B75F7392-BA8F-85AA-8234-E49352F2F7FD

8. Contact enrolled candidates in the event of rescheduling or canceling a course they were scheduled for.

1.2 Participating ISD shall:

1. Provide TCOLE with qualified licensee candidates to enter the School Marshal Training Program.
2. Ensure that qualified licensee candidates complete the application process and submit required documentation to TCOLE.
3. Ensure that qualified licensee candidates have the required psychological examination (L-3) completed prior to attending each School Marshal Training or School Marshal Recertification Training. Participating ISD is financially responsible for paying the entire cost of the L-3.
4. Ensure that qualified licensee candidates attend in person and complete all School Marshal Training courses dates they are enrolled in.
5. Provide personal safety gear, printed and electronic materials range ammunition, travel costs, transportation to any off-site training locations for all licensee candidates at each course attended.

1.3 Joint Responsibilities:

1. TCOLE and Participating ISD shall coordinate scheduling candidates in open seats of upcoming School Marshal Training courses in or near their region.
2. TCOLE and Participating ISD shall share any candidate eligibility documentation either party requires with each other.
3. TCOLE and Participating ISD shall reschedule candidates for training course dates, if warranted, due to natural disaster damage to Training Provider facilities.

Article II. Duration of the MOU

2.1. Term. This MOU will become effective upon the date of its signing and shall expire on August 31 following the second anniversary of the execution of this agreement.

2.2. Termination of the MOU. This MOU may be terminated by either party at any time prior to the expiration of the MOU provided written notice is given to the other party (30) days in advance.

2.3. Contingent upon Appropriation Funding. This MOU is contingent upon the availability of appropriated funds for School Marshal Training by the State of Texas.

Article III. Modification

This MOU may be modified by prior mutual written consent of the parties. However, such modifications shall not retroactively alter the terms or conditions in force in such ways as to jeopardize the successful completion of existing activities.

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Article IV. Billing and Financial Responsibilities

IV.1. Participating ISD shall:

1. Submit to TCOLE upon signing this agreement the following documents:
    a. Current, signed W-9
    b. Taxpayer Identification Number (TIN)
2. Submit an Invoice to TCOLE no later than 10 business days after qualified candidate(s) complete a School Marshal Training offered. The Invoice Total must not exceed $1,250/ per attendee. Invoice details must specify the following:
    a. Names of candidates who attended 1 School Marshal Training.
    b. Dates, location, and Training Provider name of this School Marshal Training.

IV.2. TCOLE shall:

1. Upon receipt of an Invoice by this Participating ISD, review invoice and approve for reimbursement to Participating ISD within 30 business days.
2. Not reimburse Participating ISD for any other expenses under this MOU. The $1,250/ per attendee is intended to cover any Participating ISD psychological examination and ammunition costs associated with sending 1 candidate to a School Marshal Training.

Article V. Audit

V.1. State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this MOU or indirectly through a subcontract under the MOU. The acceptance of funds directly under the MOU, or indirectly through a subcontract, acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article VI. Points of Contact:

TCOLE: Brian Roth, CFO

Phone: (512) 936-7724

E-mail: brian.roth@tcole.texas.gov

Participating ISD: Medina Valley ISD

Phone: 830-931-2243

E-mail: emily.lorenz@mvisd.org

Docusign Envelope ID: B75F7392-BA8F-85AA-8234-E49352F2F7FD

Article VI. Execution

The undersigned parties bind themselves to the faithful performance of this MOU:

Medina Valley ISD	**TCOLE**
_____	_____
Signature	Signature
Name: Nathan Fillinger	Name: _____
Title: MVISD Board President	Title: _____
Date: _____	Date: _____

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: July 27, 2026
Agenda item: Consider approval of Resolutions for Extracurricular Status of 4-H Organizations for Medina County and Bexar County

Background Information:
Each year, the Board is asked to recognize 4-H as an extracurricular activity within the district, as per 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

Administrative Consideration:
The Resolutions from Medina County and Bexar County allows the students participating in 4-H activities to have excused absences for those activities. MVISD has students that participate in 4-H in Medina and Bexar Counties.

Supporting Documents:
- Medina County Resolution for Extracurricular Status of 4-H Organization
- Bexar County Resolution for Extracurricular Status of 4-H Organization

Recommendation:
Administration recommends that the Board Adopt the Resolutions for Extracurricular Status of 4-H Organizations for Medina and Bexar Counties.

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: July 27, 2026
Agenda item: Consider approval of the Adjunct Faculty Agreements with Medina County and Bexar County

Background Information:
Each year, the Board is asked to grant adjunct faculty status to county extension agents in counties that have been approved for extracurricular status for 4-H. The State Board of Education passed an amendment to 19 TAC§129.21(j).

Administrative Consideration:
Approval of the Adjunct Faculty Agreements allows the District to meet the requirements for student attendance accounting for state funding purposes, thus allowing public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district.

Page 59 of the Student Attendance Handbook states:

> (1) The student is participating in an activity that is approved by the local board of trustees and is under the direction of the professional or paraprofessional staff of the school district or an adjunct staff member who:
>
> > (A) Has a minimum of a bachelor's degree: and is eligible for participation in the Teacher Retirement System of Texas

Supporting Documents:

- 2025-2026 Student Attendance Accounting Handbook from TEA, page 59
- Adjunct Faculty Agreement with Medina County for 25-26
- Adjunct Faculty Agreement with Bexar County for 25-26

Recommendation:
Administration recommends that the Board approve the Adjunct Faculty Agreements with Medina County and Bexar County.

RESOLUTION
EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

MEDINA VALLEY ISD

meeting in public with a quorum present and certified,
did adopt this resolution that recognizes the

MEDINA

County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject to all rules and regulations set forth under the 19 Texas Administrative Code as interpreted by this Board and designated officials of this school district whose rules shall be final.

Texas A&M AgriLife Extension will request academic eligibility for competitive activities, regardless if a school absence is or is not required, and for non-competitive purposes when an absence is required.

Approved this _____day of _____, 2065

_____ Board of Trustee

_____ Superintendent

EXTRACURRICULAR STATUS REQUEST

RESOLUTION

EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

Medina Valley Independent School District

meeting in public with a quorum present and certified,
did adopt this resolution that recognizes the

Bexar

County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject to all rules and regulations set forth under the 19 Texas Administrative Code as interpreted by this Board and designated officials of this school district.

Texas A&M AgriLife Extension
will request academic eligibility for all 4-H competitive activities,
regardless if a school absence is or is not required, and
for non-competitive purposes when an absence is required.

Approved this_____day of_____, 20_____.

_____ _____

Board of Trustee Superintendent

THE STATE OF TEXAS
COUNTY OF MEDINA

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Medina Valley Independent School District, hereinafter referred to as "District". A quorum having been established, the Board proceeded to consider the appointment of the herein named individual as an adjunct member of the Medina Valley Independent School District.

Upon consideration and vote of _____in favor, Taryn Titsworth, Casey McPherson and/or Silia Lopez are hereby named as adjunct faculty member(s) of the Medina Valley Independent School District subject to the following consideration and provisions of such appointment to wit:

1. This appointment shall commence on the_____day of_____, 20____ and remain in effect until the_____day of_____, 20_____.

2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Taryn Titsworth	County Extension Agent	M.A	ASU	2024
Casey McPherson	County Extension Agent	M.A	West Texas A&M University	2025
Silia Lopez	4-H Program Assistant	BS	Texas State University	2023

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from Medina Valley Independent School District.

4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.

5. Adjunct faculty member(s) is and shall remain under the direct supervision of the District Extension Administrator of District 10.

6. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty member(s) shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty member(s) is not the employee of the School District, and School District does

not nor shall not supervise, direct or control the activities and/or participation of Medina County Extension Agent(s) who have/has been herein designated as an adjunct faculty member.

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21(j)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Taryn Titsworth, County Extension Agent, Casey McPherson, County Extension Agent and Silia Lopez, 4-H Program Assistant is not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Medina Valley Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this_____day of_____, 2026

Medina Valley Independent School District

By: _____

ADJUNCT FACULTY REQUEST

BEXAR COUNTY EXTENSION SERVICE

TEXAS A&M AGRILIFE EXTENSION

July 8, 2026

Mrs. Emily Lorenz
Medina Valley Independent School District
8449 FM 471 S.
Castroville, TX 78009

Dear *Mrs. Lorenz:*

On behalf of the Bexar County Extension Staff, I/we hereby respectfully request approval of the attached Adjunct Faculty Agreement with the Medina Valley Independent School District.

The State Board of Education passed an amendment to 19 TAC§129.21 (j). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

(1) The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:

(A) has a minimum of a bachelor's degree; and

(B) is eligible for participation in the Teacher Retirement System of Texas.

Bexar County requests the agents listed on the enclosed Adjunct Faculty Agreement be awarded adjunct staff member status for the period of time indicated on the agreement.

I hope Medina Valley Independent School District will accept this request. Please let me know if you would like to schedule an appointment to discuss the amendment and request or if you need further information.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

Andrew Chavez
County Extension Agent
4-H & Youth Development

Attachment: Resolution for Extracurricular Status of 4-H Organization

Bexar County Extension Office
1615 Sherman| San Antonio, Texas, 78202
https://agrilifeextension.tamu.edu/counties/bexar-county/
Tel. 210.631.0400 | Fax. 210.631.0429

ADJUNCT FACULTY REQUEST

THE STATE OF TEXAS
COUNTY OF Bexar

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Medina Valley Independent School District, hereinafter referred to as "District." A quorum having been established, the Board proceeded to consider the appointment of the herein named individual(s) as an adjunct member of the Medina Valley Independent School District.

Upon consideration and vote of _____ in favor, Andrew Chavez, Angie Gutierrez, Jessica Rogers, and David Rodriguez is hereby named as adjunct faculty member(s) of the Medina Valley Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the _____ day of _____, 20____ and remain in effect until the _____ day of _____, 20_____.

2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Andrew Chavez	County Extension Agent	Exercise Sports Science	Texas State University	12/2014
Angie Gutierrez	County Extension Agent	Child Studies	University of the Incarnate Word	8-3-2012
Jessica Rogers	County Extension Agent	Animal Science	Texas A&M University-Kingsville	05/2023
David Rodriguez	County Extension Agent	Horticulture	Texas A&M University	1990

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from Medina Valley Independent School District.

4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.

5. Adjunct faculty member(s) is and shall remain under the direct supervision of either the District Extension Administrator of District 10 or Bexar County Extension Director.

6. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty member(s) shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty member(s) is not the employee of the School District, and School District does not nor shall not supervise, direct or control the activities and/or participation of such Bexar County Extension Agent(s) who have/has been herein designated as an adjunct faculty member.

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (j)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Bexar County Extension Agent(s), Andrew Chavez, Angie Gutierrez Jessica Rogers, David Rodriguez (Extension employee) is/are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Medina Valley Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this_____day of_____, 20___.

Medina Valley Independent School District

By: _____

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: 07/27/2026
Agenda Item: Consider approving House Bill 3 Board Goals

Background Information:

Texas school boards are required to adopt 5-year plans with specific, quantifiable annual targets across three core areas: Early Childhood Literacy, Early Childhood Mathematics and College, Career, and Military Readiness (CCMR) goals. (**TEC § 11.185** and **TEC § 11.186**)

Specific requirements in the areas of early childhood include annual goals for aggregate student growth in 3rd Grade Reading and Math STAAR at or above the Meets Grade Level performance level and for students in each group evaluated under the Closing the Gaps Domain (Domain III) under the current accountability system. College, Career, and Military Readiness (CCMR)

Annual progress updates will be presented to the Board of Trustees on the student outcome goals and progress measures.

Supporting Document(s):

- HB 3 Board Goals and District Plan

Recommendation:
It is recommended that the Board of Trustees adopt the House Bill 3 Board Goals for Early Childhood Literacy, EarlyChildhood Mathematics and College, Career, and Military Readiness (CCMR) goals

HB3 Board Goals Update

July 2026

HB3 Outcome Goal Requirements

House Bill 3 (HB 3) requires the school board to adopt plans in early childhood literacy and math, as well as college, career, and military readiness (CCMR).

- Each plan must have:
  - Specific and quantifiable, annual goals for five years at each campus
  - At least one assigned district-level administrator to coordinate implementation and submit annual progress report to the board
  - Annual review by the board at a public meeting (TAPR)
  - Annual report posted on district and campus websites

HB 3 specifies that each plan must include:

- Annual goals for aggregate student growth on third grade math and reading
- Annual targets for students in each group evaluated under closing the gaps domain
- Targeted professional development for classroom teachers in kindergarten through third grade, for campuses that the board identifies as not meeting the proficiency plan's goals and that considers the unique needs of students in bilingual education or special language programs

Goal Setting

The Texas Education Agency releases Closing the Gaps Performance Targets which are included in the Accountability Rating System Manual.

- Interim Target (2022-2023 through 2026-2027)
- Next Interim Target (2027-2028 through 2031-2032)
- Long Term Target (2037-2038)

Early Literacy and Early Math targets were set at the midpoint between the Next Interim and Long Term Targets.

CCMR targets were set at Long Term Targets based on current level of performance.

Early Childhood Literacy and Math

HB3 Board Goal Updates

Early Literacy Outcome Goal 2026-2031

Medina Valley ISD Early Childhood Literacy Outcome Goal											
The percent of grade 3 students that score meets grade level or above on STAAR Reading will increase from 49%% to 63% by June 2031.											
Yearly Target Goals											
2026		2027		2028		2029		2030		2031	
49%		52%		55%		58%		61%		63%	
Closing the Gaps Student Groups Yearly Target											
	All Students	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More	Special Ed	Eco Dis	EB
2026	49%	46%	44%	58%	*	69%	*	77%	17%	41%	26%
2027 Goal	52%	48%	47%	61%		72%		77%	22%	44%	30%
2027 Actual											
2028 Goal	55%	50%	50%	65%		75%		77%	27%	47%	34%
2028 Actual											
2029 Goal	58%	52%	53%	68%		78%		78%	32%	50%	38%
2029 Actual											
2030 Goal	61%	54%	56%	72%		81%		78%	37%	53%	42%
2030 Actual											
2031 Goal	63%	55%	58%	75%	63%	83%	64%	79%	43%	56%	47%
2031 Actual											

Professional Development Plan and Improvement

- Continue participation in the Science of Teaching Reading Academies for those who have yet to complete.
- Provide NWEA Map training to all staff to ensure an understanding of data usage to drive instruction.
- Ensure teacher understanding and effective implementation of small group instruction to support differentiation and enrichment.
- Support strengthening of Tier 1 instruction through aligned and rigorous blended learning independent work.

Early Math Outcome Goal 2026-2031

Medina Valley ISD Early Childhood Mathematics Outcome Goal											
The percent of grade 3 students that score meets grade level or above on STAAR Reading will increase from 41% to 59% by June 2030.											
Yearly Target Goals											
2026		2027		2028		2029		2030		2031	
41%		44%		48%		52%		56%		59%	
Closing the Gaps Student Groups Yearly Target											
	All Students	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More	Special Ed	Eco Dis	EB
2026	41%	35%	35%	49%	*	63%	*	64%	15%	33%	29%
2027 Goal	44%	38%	39%	52%		67%		64%	21%	37%	32%
2027 Actual											
2028 Goal	48%	41%	44%	55%		71%		64%	27%	41%	35%
2028 Actual											
2029 Goal	52%	44%	48%	59%		75%		64%	33%	46%	38%
2029 Actual											
2030 Goal	56%	47%	53%	63%		79%		64%	39%	50%	41%
2030 Actual											
2031 Goal	59%	51%	57%	66%	59%	82%	61%	63%	44%	55%	44%
2031 Actual											

Professional Development Plan and Improvement

- Provide training and support implementation fidelity of high quality instructional materials - STEMScopes.
- Ensure teacher understanding and effective implementation of small group instruction to support differentiation and enrichment.
- Plan and ensure teacher participation in math academies to strengthen pedagogical content knowledge and instructional practices.
- Strengthen mathematical understanding through models, representations, and mathematical reasonining. Provide support and training on how to strengthen mathematical understanding before procedural fluency,

College, Career, and Military Readiness

HB3 Board Goal Updates

CCMR Outcome Goal 2026-2031

Medina Valley ISD CCMR Outcome Goal											
The percent of students that meet criteria as measured by the Accountability System will increase from 85% to 93% by June 2030.											
Yearly Target Goals											
2026		2027		2028		2029		2030		2031	
85%		86%		88%		89%		91%		93%	
Closing the Gaps Student Groups Yearly Target											
	All Students	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More	Special Ed	Eco Dis	EB
2026	85%	83%	84%	89%	*	*	*	75%	67%	82%	56%
2027 Goal	86%	83%	85%	90%				79%	72%	83%	61%
2027 Actual											
2028 Goal	88%	83%	86%	91%				82%	77%	84%	66%
2028 Actual											
2029 Goal	89%	83%	87%	92%				86%	83%	85%	71%
2029 Actual				93%							
2030 Goal	91%	83%	88%					89%	89%	85%	76%
2030 Actual											
2031 Goal	93%	77%	90%	95%	88%	95%	81%	93%	94%	86%	81%
2031 Actual											

* Goals are set to achieve long-term targets (2037-2038) by 2031.

Professional Development Plan and Improvement

- Teachers will be provided guidance and professional development to support TSIA performance.
- Continue school day testing for college readiness exams.
- Evaluate Programs of Study and certification course offerings to ensure alignment to student interest and market.
- Provide staff development on how all staff can support attainment of CCMR indicators.
- Investigate opportunities to expand CTE coherent sequence and industry-based certification options.

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: July 27, 2026
Agenda item: Consider approving the 2026-2027 Compensation Plan.

Background Information:
In accordance with Board Policy DEA and DEAA (Legal) and (Local), District administration is recommending the following Compensation Plan for the 2026-2027 school year.

Teacher Pay Scale
1% midpoint increase

Admin/Professional
1% midpoint increase

Clerical/Paraprofessional
$0.50 per hour increase

Manual Trade
$0.50 per hour increase

Stipends

Additional Duties Pay Rates

Substitute Pay Rates

Recommendation:
Administration recommends that the Board approve the Compensation Plan for the 2026-2027 school year.