

Agenda of Regular Meeting

The Board of Trustees Devine ISD

A Regular Meeting of the Board of Trustees of Devine ISD will be held August 18, 2025, beginning at at 7:00 p.m. This meeting will be called to order at the High School Construction Site (1225 W Hondo Ave.). At the end of the site tour, the meeting will continue at administration building. in the Administration Building, 605 W Hondo Ave., Devine, TX 78016.

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

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

- 1. Call to Order, Roll Call and Declaration of Quorum**
- 2. Tour High School Construction Site**
Presenter: Todd Grandjean
- 3. Pledge of Allegiance and Invocation**
- 4. Citizen Communication**
 - A. Public Comment for Non-Agenda Items
 - B. Public Address for Items on the Agenda
- 5. Administrative Reports and Discussion**
 - A. Central Office Reports
 1. Superintendent's Reports, Todd Grandjean
 - a. Monthly Report on Safety and Board Priorities: 1. Increase student success and continue a tradition of student achievement 2. Continue successful partnerships with the community, teachers and parents to support our schools and achieve student success 3. Align facilities and technology improvements with needs and career opportunities 4. Maintain Highly Qualified teachers and retain staff 5. Increase trade career opportunities and continue to develop enhanced technology resources for all students
 - b. Monthly Activity Calendar
 - c. District Event Calendar
 - d. 2023 Bond Projects Update
Presenter: Todd Grandjean
 2. Director of HR/Info Mgmt Monthly Report, Dawn Schneider
 - a. Monthly Report on Testing and Assessment, Counseling, Student Services
 1. STAAR Report
 - b. Review Handbooks
Presenter: Dawn Schneider

1. Student Handbook	
2. Employee Handbook	
3. Extracurricular Handbook	
4. DAEP/DLA Handbook	
5. Band Handbook	
6. UIL Participant Handbook	
7. DHS/DMS Athletic Handbook	
8. DMS Cheerleading Handbook	
9. DHS Cheerleading Handbook	
10. FCCLA Bylaws and Handbook	
11. Career Prep Handbook	
12. FFA Constitution and ByLaws	
B. Business Reports, Chief Financial Officer, Shannon Ramirez	
1. Monthly reports on taxes, cafeteria, investments, cash flow	
2. Payment of Bills	
6. Consent Agenda	
A. Minutes of Board Meeting (s)	4
B. Approve T-Tess Calendar and Appraisers	7
C. Budget Amendments	9
D. Adopt resolution for extracurricular status of 4-H organization and approve Adjunct Faculty Agreement with Medina County Extension office	11
7. Action Item(s):	
A. Consider and Take Possible Action to Re-Adopt a Budget for 2025-2026 Presenter: Shannon Ramirez	17
B. Consider and Take Possible Action to Approve an Ordinance Adopting a Tax Rate for 2025-2026 Presenter: Shannon Ramirez	26
C. Consider and Take Possible Action to Approve Chromebook Bids Presenter: Jesse Hinojosa	28
D. Consider and Take Possible Action to Approve 2025-2026 Student Code of Conduct Presenter: Dawn Schneider	36
E. Consider and Take Possible Action to Set Cafeteria Prices Presenter: Annette Benavidez	91
F. Consider and Take Possible Action to Adopt EFB (Local) Instructional Resources: Library Materials and FNCE (Local) Student Conduct: Personal Communication/Electronic Devices Presenter: Todd Grandjean	102
G. Consider and Take Possible Action to Approve Revised Stipend Schedule Presenter: Todd Grandjean	113
H. Consider and Take Possible Action to Approve \$53,153.10 for cost of Construction Materials Observation and Testing Services for the 2023 Bond Program Presenter: Todd Grandjean	115

- I. Consider and Take Possible Action to Approve Contract to Hellas for the Tennis Court Project. 136
Presenter: Todd Grandjean
- J. Consider and Take Possible Action to Adopt a Public Purpose Resolution 159
Presenter: Todd Grandjean
- K. Consider and Take Possible Action to Adopt SB12 Resolution 161
Presenter: Todd Grandjean
- 8. **Closed Session**
 - A. Personnel (TGC 551.074)
 - 1. Personnel Update
 - 2. Consider and discuss Superintendent Goals and Evaluation
 - B. Considering the deployment, specific occasions for, or implementation of, security personnel or devices (TGC 551.076)
 - C. Considering discipline of a public school child, or complaint or charge against personnel (TGC 551.082)
- 9. **Reconvene from Closed Session**
- 10. **Adjournment**

If, during the course of the meeting covered by this Notice, Board of Trustees, should determine that a closed or executive meeting or session of the Board of Trustees if required, then such closed or executive session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et. seq. will be held by the School Board at the date, hours, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including, but not limited to the following sections and purposes:

Texas Government Code Section:

- 551.071** Private Consultation with the Board's Attorney
- 551.072** Discussing purchase, exchange, lease or value of real property.
- 551.073** Discussing negotiated contracts for prospective gifts or donations.
- 551.074** Discussing personnel or to hear complaints against personnel.
- 551.076** Considering the deployment, specific occasions for, or implementation of, security personnel or devices.
- 551.082** Considering discipline of a public school child, or complaint or charge against personnel.
- 551.0821** Personally Identifiable Information About Public School Information
- 551.083** Considering the standards, guidelines, terms, or condition the Board will follow, or will instruct its representatives to follow, in consultation with representatives of employee groups.
- 551.084** Excluding witnesses from a hearing.

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed or executive meeting or session, then the final action, final decision, or final vote shall be either:

- A. in an open meeting covered by the Notice upon the reconvening of the public meeting.
- B. or at a subsequent public meeting of the School Board upon notice thereof, as the School Board shall determine.



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: August 18, 2025

Agenda Item: Minutes of Board Meeting (s)

Background Information:

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

Administrative Consideration:

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

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

Budgetary Consideration:

None

Supporting Documents:

BE (LOCAL) Board Meetings

Recommendation:

Approve minutes for the regular board meeting on July 21, 2025.

Respectfully Submitted by:

Geri Woods
Superintendent's Secretary

Approved by:

Todd Grandjean
Superintendent of Schools

Minutes of Regular Meeting

The Board of Trustees

Devine ISD

A Regular Meeting of the Board of Trustees of Devine ISD was held on Monday, July 21, 2025 beginning at 6:30 PM in the Administration Building, 605 W Hondo Ave., Devine, TX 78016

Board Members Present: Nancy Pepper (President), Henry Moreno (Vice-President), Keri James (Secretary), Carl Brown, Chris Davis, Candace Esparza, Alixana Buvinghausen (arrived at 6:32 PM).

Guests Present: Anton Reicher (The Devine News), Joslyn Wilson, Shelby Spivey, Kandy Stein, Doug Bull, Justin Marcum, Lysandra Reyes, Tammi Martin

School Officials Present: Dr. Todd Grandjean (Superintendent), Dawn Schneider (HR/Info Mgmt Director), Michael Gomez (DHS Principal), Kandi Darnell (DMS Principal), Lysandra Reyes (Intermediate Principal), Mark Raygosa (Elementary Principal), Jenni Hagdorn (Special Ed Director), Shannon Ramirez (CFO), Geri Woods (Recording Secretary)

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

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

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

3. **Citizen Communication**

A. Public Comment for Non-Agenda Items

Lysandra Reyes signed up to speak to thank the board for putting confidence in her in hiring her for Intermediate Principal.

B. Public Address for Items on the Agenda

None.

4. **American Heart Association Presentation & Donation**

Dawn Schneider/Tammi Martin

5. **Administrative Reports and Discussion**

A. Central Office Reports

1. Superintendent's Monthly Reports on Board Priorities Monthly Superintendent Calendar Monthly District Activity Calendar, 2023 Bond Update Report

2. Director of HR/Info Management Monthly Report

B. Business Office Monthly Reports

6. **Consent Agenda**

Carl Brown moved and seconded by Henry Moreno to approve consent agenda as presented. This motion Passed. Yea: 7, Nay: 0

A. Minutes of the Regular Board Meeting on June 16, 2025 and called board meeting on June 26, 2025.

B. Approve Purchase of Property/Casualty/Liability and Workers' Compensation Insurance

C. Adopt Atascosa County Alternative Education Program Memorandum of Understanding

D. Approve Donation from American Heart Association

7. Action Item(s):

A. Carl Brown moved and seconded by Chris Davis to Approve the District's Professional Development Plan as presented. This motion Passed. Yea: 7, Nay: 0

B. Chris Davis moved and seconded by Candace Esparza to set September 8, 2025 at 6 p.m. for teambuilding training as presented. This motion Passed. Yea: 7, Nay: 0

C. Chris Davis moved and seconded by Henry Moreno to approve calling for bus bids and to authorize the Superintendent to commit the purchase requisition for one bus not to exceed \$155,000 upon return of bids as presented. This motion Passed. Yea: 7, Nay: 0

D. Carl Brown moved and seconded by Chris Davis to approve a contract with Hellas for the construction of the tennis courts using a purchasing coop as the procurement method. This motion Passed. Yea: 7, Nay: 0

E. Carl Brown moved and seconded by Henry Moreno to modify a design-build contract with Weaver & Jacobs for the softball field renovation and to set the GMP at 542,507. This motion Passed. Yea: 7, Nay: 0

8. Closed Session

Nancy Pepper stated for the record that the Board of Trustees, beginning at 7:14 p.m., will convene in a closed session in accordance with the Texas Open Meetings Act, for the purpose of discussing items listed under Texas Government Code Section \$551,074 and 551.082. NO FINAL ACTION, DECISIONS, OR VOTES WILL BE TAKEN WHILE THE BOARD IS IN EXECUTIVE SESSION.

9. Reconvene from Closed Session

The board reconvened in open session at 7:54 p.m.

10. Adjournment

Henry Moreno moved and seconded by Ali Buvighausen to adjourn. This motion Passed. Yea: 7, Nay: 0

Meeting adjourned at

Board President

Board Secretary



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: August 18, 2025

Agenda Item: Adopt T-TESS Calendar and approve T-TESS Appraisers

Background Information:

The District must secure DISD Board Approval of the Texas Teacher Evaluation and Support System (T-TESS) Calendar and T-TESS Appraisers each year prior to the onset of the appraisal cycle [TEC 21.351 (c)]. This Board approval will allow DISD to comply with DNA and DNB (Local) policies, and DNA (Legal) policy regarding employee evaluations.

Administrative Consideration:

According to TEC 150.1004 (c), each district shall also determine second appraisers, if needed. The Board's approval of the T-TESS appraiser list and T-TESS calendar will comply with TEC codes and allow DISD to disseminate them to each teacher as outlined in the TEC code.

Budgetary Consideration:

None

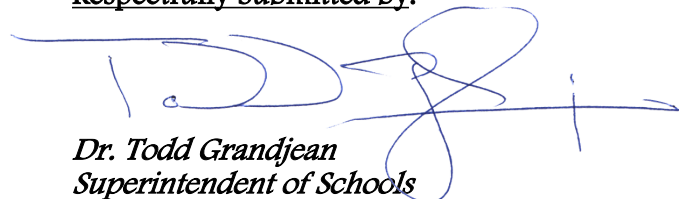
Supporting Documents:

Attached is a copy of the T-TESS calendar and list of T-TESS Certified Appraisers.

Recommendation:

It is recommended that the Board approve the T-TESS calendar and the list of administrators who may conduct appraisals during 2025-2026 school year, along with designating the second appraisers.

Respectfully Submitted by:



Dr. Todd Grandjean
Superintendent of Schools

DEVINE INDEPENDENT SCHOOL DISTRICT

TTESS

APPRAISAL CALENDAR

2025-2026

The appraisal period is from **September 3, 2025 through May 1, 2026**. There will be no observations for three weeks after the TTESS initial orientation. There will be no appraisals during the first three weeks of instruction, on an instructional day before or after a holiday, or after May 1, 2026.

DATES EXCLUDED FOR FORMAL OBSERVATIONS

August 12-September 3, 2025	First fifteen days of instruction
September 3, 2025	Data Analysis and Goal Setting (Part I)
September 25 & 29, 2025	Day before and after a holiday (Flex Day)
October 2 & 6, 2025	Day before and after a holiday (Flex Day)
October 10 & 14, 2025	Day before and after a holiday (Columbus Day)
October 23 & 27, 2025	Day before and after a holiday (Flex Day)
November 13 & 17, 2025	Day before and after a holiday (Flex Day)
November 21 & December 1, 2025	Day before and after a holiday (Thanksgiving)
December 18, 2025	Day before a holiday (Christmas)
January 5, 2026	Day after a holiday (Christmas)
January 16 & 20, 2026	Day before and after a holiday (MLK Day)
February 5 & 9, 2026	Day before and after a holiday (Flex Day)
February 12 & 16, 2026	Day before and after a holiday (Flex Day)
February 26 & March 2, 2026	Day before and after a holiday (Flex Day)
March 6 & 16, 2026	Day before and after a holiday (Sp. Break)
April 2 & 7, 2026	Day before and after a holiday (Easter)
May 4 – May 28, 2026	Last fifteen days of instruction

IMPORTANT T-TESS DATES

April 9, 2026 (<i>Prior to end-of-year conference</i>)	Goal Reflection (Part II)
May 1, 2026	Last day for end-of year conference
May 4 - May 28, 2026	Last fifteen days of instruction

DEVINE ISD APPRAISERS FOR THE 2025 - 2026 SCHOOL YEAR

Alexander, Jessica	Marcum, Justin
Darnell, Kandi	McReynolds, Leann
Dzierzanowski, JodiAnn	Ramon, Mary
Eads, Evan	Raygosa, Mark
Gomez, Michael	Reyes, Lysandra
*Grandjean, Todd	*Schneider, Dawn

* DENOTES SECOND APPRAISERS
Pending Board Approval



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: August 18, 2025

Agenda Item: 2025-2026 Budget Amendment

Background Information:

Budget amendments are mandated by the state for budgeted funds reallocated from one function level to another. These changes are usually the result of unexpected levels of expenditures in certain Functional areas and must be amended in the budget for legal compliance.

The district wanted the new band director to have input on the new uniforms. As discussed during budget workshops this expenditure will come out of fund balance.

Administrative Consideration:

TEA – Financial Accounting System Resource Guide

Budgetary Consideration:

Fund 199:

Increase function 81 expenses for softball field renovations \$542,507.

Increase function 81 expenses for tennis court expansion \$1,824,970.

Total amount towards fund balance: \$2,367,477.

Total amount against fund balance for the fiscal year: \$2,367,477.

Supporting Documents:

See attached budget amendment

Recommendation:

Approve the Budget Amendment.

Respectfully Submitted by:

Shannon Ramirez
Director of Finance

Approved by:

Todd Grandjean
Superintendent of Schools

**ESTIMATED REVENUES, APPROPRIATED EXPENDITURES
OTHER RESOURCES AND USES
BUDGET FOR 2025-2026**

	199	199		240	240		599	599		98	
	General Fund	General Fund	Increase/	Food Service	Food Service	Increase/	Debt Service	Debt Service	Increase/	Memorandum	
	Current Budget	Amended Budget	(Decrease)	Current Budget	Proposed Budget	(Decrease)	Current Budget	Proposed Budget	(Decrease)	Proposed Budget	
REVENUES:											
5700	Local, Intermediate	\$ 5,051,780	\$ 5,051,780	\$ -	\$ 260,000	\$ 260,000	\$ -	\$ 1,407,526	\$ 1,407,526	\$ -	\$ 6,719,306
5800	State Program Revenues	\$ 18,337,411	\$ 18,337,411	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ 213,503	\$ 213,503	\$ -	\$ 18,560,914
5900	Federal Program Revenues	\$ 40,000	\$ 40,000	\$ -	\$ 780,000	\$ 780,000	\$ -	\$ -	\$ -	\$ -	\$ 820,000
											\$ -
5030	Total Revenues	\$ 23,429,191	\$ 23,429,191	\$ -	\$ 1,050,000	\$ 1,050,000	\$ -	\$ 1,621,029	\$ 1,621,029	\$ -	\$ 26,100,220
EXPENDITURES:											
0011	Instruction	\$ 12,716,991	\$ 12,716,991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,716,991
0012	Instructional Resources & Media Svcs.	\$ 244,994	\$ 244,994	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 244,994
0013	Curriculum & Personnel Development	\$ 375,413	\$ 375,413	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 375,413
0021	Instructional Leadership	\$ 230,082	\$ 230,082	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 230,082
0023	School Leadership	\$ 1,260,540	\$ 1,260,540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,260,540
0031	Guidance & Counseling Services	\$ 1,164,763	\$ 1,164,763	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,164,763
0032	Social Work Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0033	Health Services	\$ 258,592	\$ 258,592	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 258,592
0034	Pupil Transportation	\$ 891,901	\$ 891,901	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 891,901
0035	Food Services	\$ -	\$ -	\$ -	\$ 1,050,000	\$ 1,050,000	\$ -	\$ -	\$ -	\$ -	\$ 1,050,000
0036	Co-curricular Activities	\$ 1,309,303	\$ 1,309,303	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,309,303
0041	General Administration	\$ 1,017,957	\$ 1,017,957	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,017,957
0051	Plant Maintenance & Operations	\$ 2,751,658	\$ 2,751,658	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,751,658
0052	Security & Monitoring System	\$ 213,564	\$ 213,564	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 213,564
0053	Data Processing Services	\$ 601,667	\$ 601,667	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 601,667
0061	Community Services	\$ 36,150	\$ 36,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,150
0071	Debt Service	\$ 188,116	\$ 188,116	\$ -	\$ -	\$ -	\$ 1,423,132	\$ 1,423,132	\$ -	\$ -	\$ 1,611,248
0081	Facilities Acquisition & Construction	\$ -	\$ 2,367,477	\$ 2,367,477	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,367,477
0095	Pymt-juv. Justice Alternative Ed. Program	\$ 7,500	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500
0099	Other Intergovernmental	\$ 160,000	\$ 160,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000
6050	Total Expenditures	\$ 23,429,191	\$ 25,796,668	\$ 2,367,477	\$ 1,050,000	\$ 1,050,000	\$ -	\$ 1,423,132	\$ 1,423,132	\$ -	\$ 28,269,800
OTHER SOURCES AND USES											
7060	Other Sources (+)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7913	Proceeds from long term leases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7914	Insurance Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8060	Other Uses (-)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7000	Total Other Sources (Uses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues and Other Sources Over Expenditures and Other Uses											
1200		\$ -	\$ (2,367,477)	\$ (2,367,477)	\$ -	\$ -	\$ 197,897	\$ 197,897	\$ -	\$ -	\$ (2,169,580)
0100	Fund Balance- July 1 (Beginning) 2024	\$ 15,126,917	\$ 15,126,917	\$ -	\$ 818,944	\$ 818,944	\$ -	\$ 1,409,719	\$ 1,409,719	\$ -	\$ 17,355,580
3000	Estimated Fund Balance- June 30 (Ending) 2025	\$ 15,126,917	\$ 12,759,440	\$ (2,367,477)	\$ 818,944	\$ 818,944	\$ -	\$ 1,607,616	\$ 1,607,616	\$ -	\$ 15,186,000



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: August 18, 2025

Agenda Item: 4-H Resolution and Adjunct Faculty Agreement

Background Information:

4-H must be recognized by the school board as eligible for extracurricular status under 19 TAC, Chapter 76.1 to allow the district to deem participating students in attendance for ADA purposes rather than counting these students absent and losing state funding through the foundation school program

Administrative Consideration:

In accordance with amendment to 19 TAC Section 129.21 (j), the School Board should consider naming county agents as adjunct faculty members of Devine ISD for the year 2024-25. This adjunct faculty status allows the adjunct faculty member to direct activities and participation of our DISD students who are members of Texas Agricultural Extension educational programs and contests. Devine ISD needs a current adjunct faculty agreement to allow Taryn Titsworth and Silia Lopez to sponsor our students in voluntary student programs conducted by the Texas Agricultural Extension Service.

This agreement allows the District to provide 4-H students with the same attendance provisions that we afford FFA students who are absent for stock shows and various contests but are “deemed present” since these activities are part of the school program.

Budgetary Consideration:

This will not affect the budget unless the School Board does not sign the agreement. If the District fails to sign the agreement, we would lose ADA when our 4-H students are absent for Texas Agricultural Extension educational programs and contests.

Supporting Documents:

Attached is a copy of the Adjunct Faculty Agreement and 4H Resolution

Recommendation:

Approve the Texas Agricultural Extension Adjunct Faculty Agreement and 4-H Resolution for extracurricular status provided by Medina County Extension Agency of the State of Texas.

Respectfully Submitted by:


Dr. Todd Grandjean
Superintendent of Schools



July 10, 2025

Todd Grandjean
Devine ISD
605 W Hondo Ave
Devine, TX 78016

Dear Mr. Grandjean,

On behalf of the 4-H members of Medina County, we hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. We request the enclosed RESOLUTION be presented for consideration at the next scheduled meeting of the Board of Trustees of the Devine ISD. We further request that questions regarding this RESOLUTION be directed to us in a timely manner so that we may prepare and present an appropriate response so as not to delay action on this request.

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Finally, we request that a signed copy of this RESOLUTION, along with a copy of the minutes of the Board meeting be forwarded to us for our files.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Taryn Titsworth".

Taryn Titsworth
Medina County Extension Agent
AG/NR

Attachment: Resolution for Extracurricular Status of 4-H Organization

Medina County Extension Office
1506 Ave M/Hondo, TX 78861
<https://medina.agrilife.org>/Tel. 830-741-6180

RESOLUTION
EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

DEVINE 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.

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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 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 _____, 2025

Board of Trustee

Superintendent

July 10, 2025

Todd Grandjean
Devine ISD
605 W Hondo Ave
Devine, TX 78016

Dear Mr. Grandjean,

On behalf of the Medina County Extension Staff, we hereby respectfully request approval of the attached Adjunct Faculty Agreement with the Devine 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:

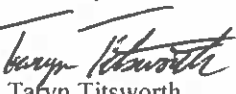
- (1) *The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:*
 - (A) *Has a minimum of a bachelor's degree; and*
 - (B) *Is eligible for participation in the Teacher Retirement System of Texas.*

Medina 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.

We hope Devine 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



Taryn Titsworth
Medina County Extension Agent
AG/NR

Attachment: Resolution for Extracurricular Status of 4-H Organization

Medina County Extension Office
1506 Ave M/Hondo, TX 78861
<https://medina.agrilife.org/> Tel. 830-741-6180

**THE STATE OF TEXAS
COUNTY OF MEDINA**

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Devine 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 Devine 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 Devine 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 employee listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Taryn Titsworth	County Extension Agent	M.A	ASU	2024
Casey McPherson	County Extension Agent	BS	West Texas A&M University	2020
Silia Lopez	4-H Program Assistant	BS	Texas State University	2023

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3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from Devine 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 Devine Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this _____ day of _____, 2025

Devine Independent School District

By: _____



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: August 18, 2025
Agenda Item: 2025-2026 Budget

Background Information:

The Texas Education Agency mandates that every school in the State of Texas must be prepared by June 19 if the district uses a July 1 fiscal year start date.

The board adopted the 2025-2026 budget at the regular June board meeting. The budget is not changing but the board must include as an appendix to the district's budget the tax rate calculation forms used by the district's designated officer or employee to calculate the district's no-new-revenue tax rate and voter-approval tax rate. Final appraised values must be used to develop this appendix. These values are not available until the end of July, therefore the budget needs to be readopted to include this appendix.

Administrative Consideration:

CE(Local and Legal)
Financial Accountability System Resource Guide

Budgetary Consideration:

There is no change from original budget.

Supporting Documents:

Attached is a copy the tax rate worksheet for the 2025-2026 budget.

Recommendation:

Re-Adopt 2025-2026 Budget

Respectfully Submitted by:

Shannon Ramirez
Director of Finance

Approved by:

Todd Grandjean
Superintendent of Schools

**DEVINE INDEPENDENT SCHOOL DISTRICT COMBINED
PROPOSED OFFICIAL BUDGET FOR FISCAL YEAR
2025-2026**

	199 General Funds	240 Child Nutrition Fund	599 Debt Service Fund	98 Memorandum Totals
Estimated Revenues				
5700 - Local Intermediate	\$ 5,051,780	\$ 260,000	\$ 1,407,526	\$ 6,719,306
5800 - State Program Revenues	\$ 18,337,411	\$ 10,000	\$ 213,503	\$ 18,560,914
5900 - Federal Program Revenues	\$ 40,000	\$ 780,000	\$ -	\$ 820,000
Total Revenues	\$ 23,429,191	\$ 1,050,000	\$ 1,621,029	\$ 26,100,220
Appropriations				
11 - Instruction	\$ 12,716,991	\$ -	\$ -	\$ 12,716,991
12 - Library & Media	\$ 244,994	\$ -	\$ -	\$ 244,994
13 - Curriculum	\$ 375,413	\$ -	\$ -	\$ 375,413
21 - Instructional Leadership	\$ 230,082	\$ -	\$ -	\$ 230,082
23 - School Leadership	\$ 1,260,540	\$ -	\$ -	\$ 1,260,540
31 - Guidance/Counseling	\$ 1,164,763	\$ -	\$ -	\$ 1,164,763
32 - Social Work	\$ -	\$ -	\$ -	\$ -
33 - Health	\$ 258,592	\$ -	\$ -	\$ 258,592
34 - Transportation	\$ 891,901	\$ -	\$ -	\$ 891,901
35 - Food Services	\$ -	\$ 1,050,000	\$ -	\$ 1,050,000
36 - Cocurricular/Extracurricular	\$ 1,309,303	\$ -	\$ -	\$ 1,309,303
41 - General Administration	\$ 1,017,957	\$ -	\$ -	\$ 1,017,957
51 - Maintenance	\$ 2,751,658	\$ -	\$ -	\$ 2,751,658
52 - Security	\$ 213,564	\$ -	\$ -	\$ 213,564
53 - Data Processing	\$ 601,667	\$ -	\$ -	\$ 601,667
61 - Community Services	\$ 36,150	\$ -	\$ -	\$ 36,150
71 - Debt Service	\$ 188,116	\$ -	\$ 1,423,132	\$ 1,611,248
81 - Construction	\$ -	\$ -	\$ -	\$ -
95 - JJAEP	\$ 7,500	\$ -	\$ -	\$ 7,500
99 - Other Governmental	\$ 160,000	\$ -	\$ -	\$ 160,000
6000 - Total Expenditures	\$ 23,429,191	\$ 1,050,000	\$ 1,423,132	\$ 25,902,323
1100 Net (Revenues - Expenditures)	\$ -	\$ -	\$ 197,897	\$ 197,897
Other Sources & Uses				
7060 - Other Sources (+)	\$ -	\$ -	\$ -	\$ -
8060 - Other Uses (-)	\$ -	\$ -	\$ -	\$ -
7000 - Total Other Sources/Uses	\$ -	\$ -	\$ -	\$ -
1200 Excess/Deficiency of Revenues and Other Sources Over Expenditures and Other Uses	\$ -	\$ -	\$ -	\$ -
3600 - Estimate Beginning Fund Balance - July 1, 2025				
Adjustments to Fund Balance	\$ 12,616,086	\$ 606,928	\$ 1,649,228	\$ 14,872,242
3000 - Estimate Ending Fund Balance - June 30, 2026	\$ 12,616,086	\$ 606,928	\$ 1,847,125	\$ 15,070,139

2025 Tax Rate Calculation Worksheet

Form 50-859

School Districts without Chapter 313 and JETI Agreements

School District's Name

Phone (area code and number)

School District's Address, City, State, ZIP Code

School District's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll or certified estimate of value and the estimated values of properties under protest. The designated officer or employee shall submit the rates to the governing body by August 7 or as soon thereafter as practicable. Tax Code Section 26.04(e-1) does not require school districts to certify tax rate calculations or comply with certain Tax Code notice requirements. School districts are required to provide notice regarding tax rate calculations pursuant to Education Code Chapter 44.

This worksheet is for **school districts without Tax Code Chapter 313 or Government Code Chapter 403, Subchapter T, Texas Jobs, Energy, Technology, and Innovation Act (JETI) agreements only.** School districts that have a Chapter 313 or JETI agreement should use Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School Districts with Chapter 313 and JETI Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form. Use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

All other taxing units should use Comptroller Form 50-856 *Tax Rate Calculation, Taxing Units Other Than School Districts or Water Districts*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The Texas Education Agency (TEA) provides detailed information on and guidance to school districts in calculating their tax rates. Please review and rely on information provided by TEA when completing this worksheet. Additionally, the information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The no-new-revenue (NNR) tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of revenue if applied to the same properties that are taxed in both years (no new taxes). When appraisal values increase, the NNR tax rate should decrease.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude one-fourth and one-third over-appraisal corrections made under Tax Code Section 25.25(d) from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2). ¹	\$ _____
2.	Prior year tax ceilings. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. ²	\$ _____
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ _____
4.	Prior year total adopted tax rate.	\$ _____ / \$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced prior year appraised value. A. Original prior year ARB values: \$ _____ B. Prior year values resulting from final court decisions: - \$ _____ C. Prior year value loss. Subtract B from A. ³	\$ _____
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25. A. Prior year ARB certified value: \$ _____ B. Prior year disputed value: - \$ _____ C. Prior year undisputed value. Subtract B from A. ⁴	\$ _____
7.	Prior year Chapter 42-related adjusted values. Add Line 5 and 6.	\$ _____
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ _____

¹ Tex. Tax Code §26.012(14)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(13)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
9.	Prior year taxable value of property in territory the school deannexed after Jan. 1, of the prior year. Enter the prior year value of property in deannexed territory. ⁵	\$ _____
10.	Prior year taxable value lost because property first qualified for an exemption in the current year. If the school district increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport goods-in-transit, or temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use prior year market value: \$ _____ B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value:.. + \$ _____ C. Value loss. Add A and B. ⁶	\$ _____
11.	Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified in the current year for the first time; do not use properties that qualified in the prior year. A. Prior year market value. \$ _____ B. Current year productivity or special appraised value: - \$ _____ C. Value loss. Subtract B from A. ⁷	\$ _____
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ _____
13.	Adjusted prior year taxable value. Subtract Line 12 from Line 8.	\$ _____
14.	Adjusted prior year total levy. Multiply Line 4 by Line 13 and divide by \$100.	\$ _____
15.	Taxes refunded for years preceding prior year. Enter the amount of taxes refunded by the district for tax years preceding the prior year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ⁸	\$ _____
16.	Adjusted prior year levy with refunds. Add Line 14 and Line 15. ⁹ <small>Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, subtract the amount of taxes the governing body dedicated to the junior college district in the prior year from the result.</small>	\$ _____
17.	Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 19). These homesteads include homeowners age 65 or older or disabled. ¹⁰ A. Certified values. ¹¹ \$ _____ B. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ _____ C. Total current year value. Subtract B from A.	\$ _____
18.	Total value of properties under protest or not included on certified appraisal roll. ¹² A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹³ \$ _____ B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives school districts a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties are also not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value not on the roll. ¹⁴ + \$ _____ C. Total value under protest or not certified. Add A and B.	\$ _____

⁵ Tex. Tax Code §26.012(15)
⁶ Tex. Tax Code §26.012(15)
⁷ Tex. Tax Code §26.012(15)
⁸ Tex. Tax Code §26.012(13)
⁹ Tex. Tax Code §26.012(13)
¹⁰ Tex. Tax Code §§26.012 and 26.04(c-2)
¹¹ Tex. Tax Code §26.012(6)
¹² Tex. Tax Code §26.01(c) and (d)
¹³ Tex. Tax Code §26.01(c)
¹⁴ Tex. Tax Code §26.01(d)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Current year tax ceilings. Enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. ¹⁵	\$ _____
20.	Anticipated contested value. Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. ¹⁶ An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico. ¹⁷ If completing this section, the taxing unit must include supporting documentation in Section 6. ¹⁸ Taxing units that are not affected, enter 0.	\$ _____
21.	Current year total taxable value. Add Lines 17C and 18C. Subtract Lines 19 and 20. ¹⁹	\$ _____
22.	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed by the school district.	\$ _____
23.	Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the school district after Jan. 1, of the prior year, and be located in a new improvement.	\$ _____
24.	Total adjustments to the current year taxable value. Add lines 22 and 23.	\$ _____
25.	Adjusted current year taxable value. Subtract line 24 from line 21.	\$ _____
26.	Current year NNR tax rate. Divide line 16 by line 25 and multiply by \$100.	\$ _____/\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. Most school districts calculate a voter-approval tax rate that is split into three separate rates.²⁰

- Maximum Compressed Tax Rate (MCR):** A district’s maximum compressed tax rate is defined as the tax rate for the current tax year per \$100 of valuation of taxable property at which the district must levy a maintenance and operations tax to receive the full amount of the tier one allotment.²¹
- Enrichment Tax Rate:**²² A district’s enrichment tax rate is defined as any tax effort in excess of the district’s MCR and less than \$0.17. The enrichment tax rate is divided into golden pennies and copper pennies. School districts can claim up to 8 golden pennies, not subject to compression, and 9 copper pennies which are subject to compression with any increases in the guaranteed yield.²³
- Debt Rate:** The debt rate includes the debt service necessary to pay the school district’s debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The MCR and Enrichment Tax Rate added together make up the school district’s maintenance and operations (M&O) tax rate. Districts cannot increase the district’s M&O tax rate to create a surplus in M&O tax revenue for the purpose of paying the district’s debt service.²⁴

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate (disaster pennies) in the calculation this year. This adjustment will be made in Section 4 of this worksheet.

A district must complete an efficiency audit before seeking voter approval to adopt a M&O tax rate higher than the calculated M&O tax rate, hold an open meeting to discuss the results of the audit, and post the results of the audit on the district’s website 30 days prior to the election.²⁵ Additionally, a school district located in an area declared a disaster by the governor may adopt a M&O tax rate higher than the calculated M&O tax rate during the two-year period following the date of the *declaration without conducting an efficiency audit*.²⁶ Districts should review information from TEA when calculating their voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
27.	Current year maximum compressed tax rate (MCR). TEA will publish compression rates based on district and statewide property value growth. Enter the school districts’ maximum compressed rate based on guidance from TEA. ²⁷	\$ _____/\$100

¹⁵ Tex. Tax Code §26.012(6)(B)
¹⁶ Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)
¹⁷ Tex. Tax Code §26.012(1-a)
¹⁸ Tex. Tax Code §26.04(d-3)
¹⁹ Tex. Tax Code §26.012(6)
²⁰ Tex. Tax Code §26.08(n)
²¹ Tex. Edu. Code §48.2551(a)(3)
²² Tex. Tax Code §26.08(i) and Tex. Edu. Code §45.0032
²³ Tex. Edu. Code §§48.202(a-1)(2) and 48.202(f)
²⁴ Tex. Edu. Code §45.0021(a)
²⁵ Tex. Edu. Code §11.184(b)
²⁶ Tex. Edu. Code §11.184(b-1)
²⁷ Tex. Edu. Code §§48.255, 48.2551(b)(1) and (b)(2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	<p>Current year enrichment tax rate. Enter the greater of A and B.²⁸</p> <p>A. Enter the district's prior year enrichment tax rate, minus any required reduction under Education Code Section 48.202(f) \$ _____/\$100</p> <p>B. \$0.05 per \$100 of taxable value \$ _____/\$100</p>	\$ _____/\$100
29.	<p>Current year maintenance and operations (M&O) tax rate. Add Lines 27 and 28.</p> <p>Note: M&O tax rate may not exceed the sum of \$0.17 and the district's maximum compressed rate.²⁹</p>	\$ _____/\$100
30.	<p>Total current year debt to be paid with property tax revenue. Debt means the interest and principal that will be paid on debts that:</p> <p>(1) Are paid by property taxes; (2) Are secured by property taxes; (3) Are scheduled for payment over a period longer than one year; and (4) Are not classified in the school district's budget as M&O expenses.</p> <p>A. Debt includes contractual payments to other school districts that have incurred debt on behalf of this school district, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.³⁰ Enter debt amount: \$ _____</p> <p>B. Subtract unencumbered fund amount used to reduce total debt. - \$ _____</p> <p>C. Subtract state aid received for paying principal and interest on debt for facilities through the existing debt allotment program and/or instructional facilities allotment program..... - \$ _____</p> <p>D. Adjust debt: Subtract B and C from A.</p>	\$ _____
31.	<p>Certified prior year excess debt collections. Enter the amount certified by the collector.³¹</p>	\$ _____
32.	<p>Adjusted current year debt. Subtract line 31 from line 30D.</p>	\$ _____
33.	<p>Current year anticipated collection rate. If the anticipated rate in A is lower than actual rates in B, C and D, enter the lowest rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.³²</p> <p>A. Enter the current year anticipated collection rate certified by the collector.³³ _____ %</p> <p>B. Enter the 2024 actual collection rate _____ %</p> <p>C. Enter the 2023 actual collection rate _____ %</p> <p>D. Enter the 2022 actual collection rate _____ %</p>	_____ %
34.	<p>Current year debt adjusted for collections. Divide Line 32 by Line 33.</p> <p>Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, add the amount of taxes the governing body proposes to dedicate to the junior college district in the current year to the result.</p>	\$ _____
35.	<p>Current year total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i>.</p>	\$ _____
36.	<p>Current year debt rate. Divide Line 34 by Line 35 and multiply by \$100.</p>	\$ _____/\$100
37.	<p>Current year voter-approval tax rate. Add Lines 29 and 36.</p> <p>If the school district received distributions from an equalization tax imposed under former Chapter 18, Education Code, add the NNR tax rate as of the date of the county unit system's abolition to the sum of Lines 29 and 36.³⁴</p>	\$ _____/\$100

²⁸ Tex. Tax Code §26.08(n)(2)
²⁹ Tex. Edu. Code §45.003(d)
³⁰ Tex. Tax Code §26.012(7)
³¹ Tex. Tax Code §§26.012(10) and 26.04(b)
³² Tex. Tax Code §§26.04(h), (h-1) and (h-2)
³³ Tex. Tax Code §26.04(b)
³⁴ Tex. Tax Code §26.08(g)

SECTION 3: Voter-Approval Tax Rate Adjustment for Pollution Control

A school district may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The school district's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The school district must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a school district that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
38.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁵ The school district shall provide its tax assessor with a copy of the letter. ³⁶	\$ _____
39.	Current year total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
40.	Additional rate for pollution control. Divide line 38 by line 39 and multiply by \$100.	\$ _____/\$100
41.	Current year voter-approval tax rate, adjusted for pollution control. Add line 37 and line 40.	\$ _____/\$100

SECTION 4: Voter-Approval Tax Rate Adjustment in Year Following Disaster

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate in the calculation this year. ³⁷ As such, it must reduce its voter-approval tax rate for the current tax year.

This section applies to a school district in a disaster area that adopts a tax rate greater than its voter-approval tax rate without holding an election in the prior year, as provided for by Tax Code Section 26.042(e).

Line	Prior Year Disaster Adjustment Worksheet	Amount/Rate
42.	Prior year adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____/\$100
43.	Prior voter-approval tax rate. If the school district adopted a tax rate above the prior year voter-approval tax rate without holding an election due to a disaster, enter the voter-approval tax rate from the prior year's worksheet.	\$ _____/\$100
44.	Increase in the prior year tax rate due to disaster (disaster pennies). Subtract Line 43 from Line 42.	\$ _____/\$100
45.	Current year voter-approval tax rate, adjusted for prior year disaster. Subtract Line 44 from one of the following lines (as applicable): Line 37 or Line 41 (school districts with pollution control).	\$ _____/\$100

SECTION 5: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-New-Revenue Tax Rate \$ _____/\$100

Enter the current year NNR tax rate from Line 26.

Voter-Approval Tax Rate \$ _____/\$100

As applicable, enter the current year voter-approval tax rate from Line 37, Line 41 or Line 45. Indicate the line number used: _____

³⁵ Tex. Tax Code §26.045(d)
³⁶ Tex. Tax Code §26.045(i)
³⁷ Tex. Tax Code §26.042(f) and Tex. Edu. Code §45.0032(d)

SECTION 6: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in Line 20 must include the following as an addendum:

- 1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
- 2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 7: School District Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the school district. By signing below, you certify that you are the designated officer or employee of the school district and have calculated the tax rates in accordance with requirements in Tax Code and Education Code.³⁸

**print
here** ➔

Printed Name of School District Representative

**sign
here** ➔

School District Representative

Date

³⁸ Tex. Tax Code §26.04(c)



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: August 18, 2025

Agenda Item: Approval of Maintenance & Operations and Interest & Sinking Tax Rates

Background Information:

Each year the Board of Trustees is required to hold a public meeting to discuss the tax rates, and then pass an Ordinance setting the tax rate to fund the adopted budget and the debt payments. For the 2025-2026 school year the tax rates are as follows:

Maintenance & Operations-	\$ 0.6969
<u>Interest & Sinking Fund -</u>	<u>\$ 0.1922</u>
Total 2025-26 Tax Rate -	\$ 0.8891

Administrative Consideration:

CCG (Legal) Before the later of September 30 or the 60th day after the date the certified appraisal roll is received, the Board shall adopt a tax rate for the current tax year that reflects the two components, maintenance and operations expenditures and the debt service rate published. The Board may not impose property taxes in any year until it has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution, or order.

Budgetary Consideration:

Supporting Documents:

Ordinance Setting Tax Rate and CCG Legal

Recommendation:

Approve the Ordinance to set the tax rates.

Respectfully Submitted by:

Shannon Ramirez
Director of Finance

Approved by:

Todd Grandjean
Superintendent of Schools



Devine Independent School District

605 W. Hondo Ave., Devine, Texas 78016

*(830) 851-0795 Fax (830) 663-6706
Todd Grandjean, Superintendent*

ORDINANCE SETTING TAX RATE

August 18, 2025

On this date, we, the Board of Trustees of the Devine Independent School District, hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2024 at a total rate of \$0.8891, to be assessed and collected by the duly specified assessor and collector as follows:

\$0.6969 for the purpose of maintenance and operation, and

\$0.1922 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

IN CERTIFICATION THEREOF:

Signed: _____
President

Signed: _____
Secretary

RFP Vendor Approval Summary

Purchase Request:

500 HP Fortis 11 G10 Chromebooks w/licenses

RFP Overview

RFP Title: Procurement of HP Fortis 11 G10 Chromebook (preferred) or equivalent make and model

RFP Issuance Date: July 9, 2025. **RFP Closing Date:** July 25, 2025. **Purpose:** To solicit proposals from qualified vendors for the supply of 500 HP Fortis 11 G10 Chromebooks w/licenses, along with associated services. The goal is to acquire reliable, cost-effective computing devices to support student learning.

Vendor Selection Summary

A total of 5 proposals were received in response to the RFP. Each proposal underwent a comprehensive evaluation process based on the following criteria:

- **Cost-Effectiveness:** Total cost of ownership, including unit price, warranty, and support.
- **Technical Compliance:** Adherence to specifications for HP Fortis 11 G10 Chromebooks and any requested accessories.
- **Vendor Experience & Reputation:** Track record, references, and demonstrated ability to handle large orders.
- **Support & Warranty:** Quality of post-purchase support, warranty terms, and service level agreements (SLAs).
- **Optional Services & Added Value:** Inclusion of beneficial optional services.

Approved Vendor Details

Approved Vendor: Questivity, INC. **Address:** 1680 Civic Center DR Suite 209, Santa Clara, CA. **Contact Person:** Mohamin Iqrar **Contact Email/Phone:** iqrar@questivity.com / (408) 457-1781

Purchase Approval

Quantity: 500 units **Product:** HP Fortis 11 G10 Chromebooks w/licenses **Unit Price:** \$269.69
Total Purchase Cost: \$134,845.00 **Estimated Delivery Date:** 2-3 weeks from the PO date.

The purchase of 500 HP Fortis 11 G10 Chromebooks w/licenses from Questivity is hereby approved. This acquisition aligns with the digital learning initiative.

Key Recommendations/Next Steps

1. **Contract Finalization:** Proceed with the finalization and execution of the purchase agreement with Questivity INC.
2. **Payment Processing:** Initiate payment procedures as per the agreed-upon terms.
3. **Deployment Planning:** Begin detailed planning for the deployment, configuration, and distribution of the Chromebooks upon delivery.
4. **Stakeholder Communication:** Inform relevant departments and end-users about the upcoming delivery and deployment schedule.

Chromebook Purchase Cost Comparison: 500 HP Fortis 11 G10 Chromebooks

This document provides a comparative overview of the total estimated costs for purchasing 500 HP Fortis 11 G10 Chromebooks with licenses from five different vendors. The pricing includes unit cost, license cost, and grand total cost.

Purchase Quantity: 500 units **Product:** HP Fortis 11 G10 Chromebooks w/license

Vendor Name	Unit Price	License Price	QTY	Grand Total Cost
Questivity INC	\$240.00	\$29.69	500	\$134,845.00
SHI	\$244.52	\$31.99	500	\$138,255.00
Intech SW	\$250.95	\$30.75	500	\$140,850.00
STS Education	\$257.00	\$34.00	500	\$145,500.00
Premier Wireless	\$271.99	\$29.99	500	\$150,990.00

This comparison highlights that Questivity INC offers the lowest total estimated cost for the 500 HP Fortis 11 G10 Chromebooks w/license, primarily due to a more aggressive bulk discount. However, the final decision considers other factors outlined in a comprehensive RFP evaluation, such as vendor reputation, support quality, and delivery timelines, as detailed in the RFP document.



HP Fortis 11-inch G10 Chromebook, 11.6 HD LED UWVA 250N TOP Touchscreen Anti-Glare Slim (1366 x 768, 1.78 (16:9)), Intel Processor N100 (3.40 GHz, 4 cores - 13th Generation) with Intel UHD Graphics, 32GB 5.1 MLC EMMC, 4GB 6400MHz LPDDR5 (Soldered)	\$240	500	\$120,000.00
Google ChromeOS Management Console Education License - Perpetual	\$29.69	500	\$14,845.00
Subtotal	\$269.69		\$134,845.00
Sales Tax	\$0		\$0
Shipping	\$0		\$0
Grand Total:			\$134,845.00

We have provided our best estimate of the cost provided to us by the OEM. However, if the school believes further consideration, Questivity will be willing to facilitate a three-way discussion to bring the cost down.

Purchasing Coop: Questivity can work using BuyBoard and DIR.

Estimated Delivery Time: Please note that the ETA is subject to change, and exact delivery dates will be confirmed upon order placement.

Price Validity: 30 days from submission.

Returns will be subject to the manufacturer's RMA policy.

5. Implementation Plan (Optional but Recommended)

There is no specific deployment required. The Implementation Plan, as per the RFP, asks us to provide Timelines. We have already addressed that.

6. References

Below are three references from K–12 school districts of similar size and scope for whom Questivity has successfully delivered technology solutions within the last three years:



Pricing Proposal
 Quotation #: 26405059
 Created On: 7/14/2025
 Valid Until: 7/31/2025

TX-City of Devine Independent School District

SM SLED - Inside Account Executive

Jesse Hinojosa

605 West Hondo
 Devine, TX 78016
 United States
 Phone: (830) 851-0795
 Fax:
 Email: jesse.hinojosa@devineisd.org

Anthony Torres

290 Davidson Avenue,
 Somerset, NJ 08873
 Phone: 732-584-8247
 Fax: 732-564-8078
 Email: anthony_torres@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 HP Fortis 11 G10 Chromebook - 180-degree hinge design - Intel N-series - N100 / up to 3.4 GHz - Chrome OS - UHD Graphics - 4 GB RAM - 32 GB eMMC - 11.6" IPS touchscreen 1366 x 768 (HD) - Wi-Fi 6E, Bluetooth - jack black - kbd: US HP, Inc. - Part#: 9R3B0UT#ABA Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105	500	\$244.52	\$122,260.00
2 Chrome OS Management Console - License - academic Google - Part#: CROSSWDISEDUNEW Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105	500	\$31.99	\$15,995.00
3 Zero Touch Enrollment Google - Part#: ZTCHROME-0 Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105 Note: Zero Touch Enrollment	500	\$0.00	\$0.00
		Subtotal	\$138,255.00
		Shipping	\$0.00
		Total	\$138,255.00

Additional Comments

Please Note: HP, Inc. has a zero returns policy on custom build PCs. Ink and toner are also considered non-returnable. For these products, orders are non-cancellable and non-returnable from point of order.

Please note: Google has a zero returns policy.

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Maximize your technology's lifecycle with SHI's services to recover, redeploy, remarket, and recycle your devices. For more information, contact AssetRecoveryServices@SHI.com



Intech Southwest
 4778 Research Drive
 San Antonio, Texas
 United States
<http://www.intechsouthwest.com>
 (P) 210-690-0000
 (F) 210-690-0200

Quotation (Open)	
Date	Jul 24, 2025 09:32 AM CDT
Modified Date	Jul 24, 2025 10:34 AM CDT
Quote #	440709 - rev 1 of 1
Description	Procurement of HP Fortis 11 G10 Chromebook
SalesRep	Flores, Juan (P) 210-690-0000 (F) 210-690-0200
Customer Contact	Hinojosa, Jesse (P) 830-851-0708 jesse.hinojosa@devineisd.org

Customer
 Devine ISD (DI4089)
 Hinojosa, Jesse
 605 W. Hondo Ave
 devine, TX 78016
 United States
 (P) 830-851-0708

Bill To
 Devine ISD
 Hinojosa, Jesse
 605 W. Hondo Ave
 devine, TX 78016
 United States
 (P) 830-851-0708
jesse.hinojosa@devineisd.org

Ship To
 Devine ISD
 Hinojosa, Jesse
 605 W. Hondo Ave
 devine, TX 78016
 United States
 (P) 830-851-0708
jesse.hinojosa@devineisd.org

Customer PO:	Terms: Undefined	Ship Via: UPS Ground
Special Instructions:		Carrier Account #:

#	Image	Description	Part #	Tax	List Qty	Unit Price	Total	
DIR CONTRACT 4159								
1		HP Fortis 11 G10 Chromebook 180-degree hinge design - Intel N-series - N100 / up to 3.4 GHz - Chrome OS - UHD Graphics - 4 GB RAM - 32 GB eMMC - 11.6" IPS touchscreen 1366 x 768 (HD) - Wi-Fi 6E, Bluetooth - jack black - kbd: US Note: Hardware includes the following support- 1 year OEM pick up and return warranty Intech Southwest will provide in-warranty support for Devine ISD All work orders will be submitted through Intech Southwest ticketing system Model introduced- 1/16/2024 End of life- 9/30/2025 AU- June 2033	9R3BOUT#ABA	Yes	\$349.00	500	\$250.95	\$125,475.00
2		Google Chrome OS Management Console License - academic	CROS-SW-DIS- EDU-NEW	Yes	\$38.00	500	\$30.75	\$15,375.00
							Subtotal	\$140,850.00

Configuration & Deployment Services: Optional								
3		Intech Southwest Services - White Glove Service Receive, un-box, tag, enroll, re-box, deliver Chrome Devices	ISW-PS-WGS	Yes	\$15.00	500	\$15.00	\$7,500.00

This quote is valid for 30 days from the Quotation Date. Please contact your sales representative for updated pricing if your order is placed after that time period.

This quote is subject to change in the event of new or updated tariffs, levies or excise taxes from the federal government that are beyond the control of Intech Southwest.

Subtotal:	\$148,350.00
Product Subtotal:	\$148,350.00
Tax (.0000%):	\$0.00
Shipping:	\$0.00
Total:	\$148,350.00
(List Price:	\$201,000.00)

RMA Policy: Defective merchandise must be returned within 15 days of receipt of product or manufacturer warranty applies for repair. Non-defective merchandise must be returned within 30 days of receipt. Non-defective product must be unopened and factory-sealed to be eligible for return. Intech Southwest offers a replacement only for unopened software returns. Returns will only be accepted if accompanied by a valid RMA number provided by Intech Southwest. Some special orders are non-returnable and the manufacturer must be contacted. Intech Southwest reserves the right to refuse the return of incomplete and opened products or charge a 15% restocking fee for returns that are accepted.



Company Address 130-A W. Cochran St.
Simi Valley, CA 93065
US

Created Date 7/25/2025
Expiration Date 8/24/2025

Prepared By Vince Dempsey
Sales Email vince.dempsey@stseducation-us.com
Sales Phone (805) 791-2686
Fax (888) 801-3381
Bill To Name Devine ISD (TX)
Bill To 605 W HONDO AVE
DEVINE, TX 78016-2509

Quote Number Q-46962
Account Name Devine ISD (TX)
Contact Name Jesse Hinojosa
Contact Phone (830) 851-0795 , ext 708
Contact Email jesse.hinojosa@devineisd.org
Ship To Name Devine ISD (TX)
Ship To 605 W HONDO AVE
DEVINE, TX 78016-2509

Quantity	Product Name	Product Description	Sales Price	Calculated Total Price
500	HP Chromebook - New	9R3B0UT - HP Fortis G10 11.6" Touchscreen Chromebook - HD - Intel N-Series N100 - 4 GB - 32 GB Flash Memory - English Keyboard - Black	\$257.00	\$128,500.00
500	Google Chrome License	Google Chrome Management Console, Education Perpetual License	\$34.00	\$17,000.00
500	GOLD PACKAGE WG	GOLD PACKAGE WG: Green Packaging, Connecting/Enrolling in Customer OU, Apply Asset Tags, Serialized List of devices and asset tags	\$6.00	\$3,000.00
500	1yr Mail In MFR Wnty	1yr Mail-In Manufacturer Warranty	\$0.00	\$0.00
1.00	EdCollaborators	Educational Collaborators Professional Learning - A 2 session custom virtual workshop (\$900 Value)	\$0.00	\$0.00
1	Installation Services	Deployment by Subcontractor	\$5,300.00	\$5,300.00
1	TIPS - Technology Products and Services (National)	TIPS Contract 230105 Technology Solutions Products and Services	\$0.00	\$0.00
1	Special Instructions	ETA for completion estimated at 3 weeks	\$0.00	\$0.00

Total Price \$153,800.00
Tax* \$0.00
Grand Total \$153,800.00

We are committed to providing our customers with competitive pricing. Due to dynamic global market conditions, quoted prices may be subject to adjustment prior to order confirmation. Please contact your account representative for the most current pricing information.

***Sales tax is added for quoting purposes; if your organization is exempt from sales tax; please provide your tax exemption certificate. All sales are subject to applicable sales tax at the time of shipment.**

Financing options are available with approved credit.

STS Education stands behind the products and services we provide. For more information on our warranties and guarantees, visit: stsed.com/lifetime-parts-warranty/.



Devine ISD
605 W HONDO
Devine, TX 78016

Recommendation Date: 2025-07-25
Recommendation Expiration: 2025-08-25

Name	MSRP	Price	QTY	Subtotal
HP Fortis 11 inch G10 Chromebook 11.6 HD LED UWVA 250N TOP Touchscreen Anti-Glare Slim (1366 x 768, 1.78 (16:9)), Intel Processor N100 (3.40 GHz, 4 cores - 13th Generation) with Intel UHD Graphics, 32GB 5.1 MLC EMMC, 4GB 6400MHz LPDDR5 9R3B0UT#ABA	\$349.00	\$271.99	500	\$135,995.00
Google Chrome Education Perpetual license New Google Chrome EDU Perpetual license	\$38.00	\$29.99	500	\$14,995.00
(Optional) White Glove Professional Service Includes <ul style="list-style-type: none"> • Updating OS to the Current Version • Enrollment • Asset Tagging • Free Shipping 	\$25.00	\$10.00	500	\$5,000.00
(Optional) MaxCases Extreme Shell-F2 Case for HP G10 Chromebook	\$39.99	\$24.99	500	\$12,495.00

Total \$168,485.00

TIPS Contract 240101 - Technology Solutions, Products, and Services

Prices are subject to change in the event of any new or increased tariffs, duties, or government-imposed fees. Net 30. Financing Available upon request.



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: August 18, 2025

Agenda Item: DISD Student Code of Conduct

Background Information:

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

Administrative Consideration:

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

Budgetary Consideration:

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

Supporting Documents:

Proposed 2025-2026 Student Code of Conduct (posted)

Recommendation:

Adopt the 2025-2026 Student Code of Conduct

Respectfully Submitted by:

Dawn Schneider
Director of Student Services

Approved by:

Todd Grandjean
Superintendent of Schools

**Devine Independent School District
Student Code of Conduct
2025-2026**

Student Code of Conduct

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Student Code of Conduct

Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact the district at communications@devineisd.org.

Purpose

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

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

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

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

Not later than the first day of the 2025-2026 school year, the Texas Education Agency (TEA) shall prepare and provide to each school district a report identifying each law relating to school discipline that was amended or added by the 89th Legislature, Regular Session, 2025. A school district shall provide to each student and the parent of or person standing in parental relation to the student the prepared report.

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

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

School District Authority and Jurisdiction

School District Authority and Jurisdiction

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

The district has disciplinary authority over a student:

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

Campus Behavior Coordinator

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

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

School District Authority and Jurisdiction

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

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

Threat Assessment and Safe and Supportive School Team

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

Searches

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

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

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

Reporting Crimes

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

Security Personnel

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

“Parent” Defined

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

School District Authority and Jurisdiction

Participating in Graduation Activities

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

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

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

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

Unauthorized Persons

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

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

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

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

Standards for Student Conduct

Standards for Student Conduct

Each student is expected to:

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

General Conduct Violations

General Conduct Violations

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

Disregard for Authority

Students shall not:

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

Mistreatment of Others

Students shall not:

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

General Conduct Violations

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

Property Offenses

Students shall not:

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

Possession of Prohibited Items

Students shall not possess or use:

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

General Conduct Violations

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

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

Possession of Personal Communication Devices

Students shall not:

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

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

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

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

General Conduct Violations

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

Misuse of Technology Resources and the Internet

Students shall not:

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

General Conduct Violations

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

Safety Transgressions

Students shall not:

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

Miscellaneous Offenses

Students shall not:

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

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

Discipline Management Techniques

Discipline Management Techniques

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

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

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

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

Students with Disabilities

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

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

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

Techniques

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

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

Discipline Management Techniques

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

Discipline Management Techniques

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

Prohibited Aversive Techniques

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

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

Discipline Management Techniques

Notification

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

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

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

Parental Involvement

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

Appeals

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

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

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

Removal from the School Bus

Removal from the School Bus

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

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

Removal from the Regular Educational Setting

Removal from the Regular Educational Setting

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

Routine Referral

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

Formal Teacher Removal

A teacher may initiate a formal removal from class if:

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

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

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

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.

Removal from the Regular Educational Setting

Returning a Student to the Classroom

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

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

Appeals of Formal Teacher Removals

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

In-School Suspension

In-School Suspension

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

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

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

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

Process

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

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

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

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

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

Out-of-School Suspension

Out-of-School Suspension

Misconduct

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

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

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

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

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

Process

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

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

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

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

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

Out-of-School Suspension

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

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

Alternative Assignment

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

Coursework During Suspension

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

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

Disciplinary Alternative Education Program (DAEP) Placement

Disciplinary Alternative Education Program (DAEP) Placement

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

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

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

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

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

Discretionary Placement: Misconduct That May Result in DAEP Placement

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

Misconduct Identified in State Law

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

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

Disciplinary Alternative Education Program (DAEP) Placement

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

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

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

Mandatory Placement: Misconduct That Requires DAEP Placement

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

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

Disciplinary Alternative Education Program (DAEP) Placement

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

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

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

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

Disciplinary Alternative Education Program (DAEP) Placement

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

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

Process

Removals to a DAEP shall be made by the CBC.

Conference

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

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

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

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

Consideration of Mitigating Factors

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

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

Disciplinary Alternative Education Program (DAEP) Placement

Placement Order

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

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

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

DAEP at Capacity

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

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

Coursework Notice

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

Length of Placement

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

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

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

Disciplinary Alternative Education Program (DAEP) Placement

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

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

Exceeds One Year

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

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

Exceeds School Year

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

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

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

Exceeds 60 Days

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

Appeals

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

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the central administration office or online at <https://pol.tasb.org/PolicyOnline/PolicyDetails?key=879&code=FNG#localTabContent>.

Appeals shall begin at *Level One* with the *campus administrator*.

Disciplinary Alternative Education Program (DAEP) Placement

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

Restrictions During Placement

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

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

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

Placement Review

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

Additional Misconduct

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

Notice of Criminal Proceedings

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

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

Disciplinary Alternative Education Program (DAEP) Placement

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

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

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

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

Withdrawal During Process

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

Newly Enrolled Students

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

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

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district

Disciplinary Alternative Education Program (DAEP) Placement

determines that the student is a threat to the safety of other students or employees, or if the extended placement is in the best interest of the student.

Emergency Placement Procedure

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

Transition Services

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

Placement and/or Expulsion for Certain Offenses

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the [Education Code](#) provides unique procedures and specific consequences.

Registered Sex Offenders

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

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

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

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

Review Committee

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

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

Newly Enrolled Students

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

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to

Placement and/or Expulsion for Certain Offenses

register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Expulsion

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

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

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. [see Disciplinary Alternative Education Program (DAEP) Placement]

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to die by suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Criminal mischief, if punishable as a felony.
- Breach of computer security. [see Glossary]
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

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

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

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug, unless the conduct is punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by [Chapter 487 of the](#)

Expulsion

[Health and Safety Code](#) does not violate this provision. [See Glossary for “under the influence.”]

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in deadly conduct. [see Glossary]

Within 300 Feet of School

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

Property of Another District

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

While in a DAEP

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

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by [Penal Code 1.07](#); or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under [Penal Code 21.07](#);
 - b. Indecent exposure under [Penal Code 21.08](#);
 - c. Criminal mischief under [Penal Code 28.03](#);
 - d. Hazing under [Education Code 37.152](#); or
 - e. Harassment under [Penal Code 42.07\(a\)\(1\)](#) of a student or district employee.

Expulsion

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on or off school property.

Under Federal Law

Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. [see Glossary]

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

Under the Penal Code

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

Expulsion

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

Under Age 10

When a student under the age of 10 engages in behavior that is expellable behavior, the student shall not be expelled but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Virtual Expulsion Program

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

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

Consideration of Virtual Education as Alternative to Expulsion

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

Process

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

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

- Another appropriate classroom.

Expulsion

- ISS.
- Out-of-school suspension.
- DAEP.

Hearing

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

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

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

The board of trustees delegates to the *superintendent or designee* authority to conduct hearings and expel students.

Board Review of Expulsion

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

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

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

Expulsion Order

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

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;

Expulsion

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

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

Not later than the second business day after the hearing, the *principal or appropriate administrator* shall deliver to the juvenile court a copy of the expulsion order and the information required by [Section 52.04 of the Family Code](#).

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

Length of Expulsion

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

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

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

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

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

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

Withdrawal During Process

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

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

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.

Expulsion

Additional Misconduct

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

Restrictions During Expulsion

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

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

Newly Enrolled Students

The district shall decide on a case-by-case basis the placement of a student who is subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the district.

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

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

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

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

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Emergency expulsion may be ordered based on a single incident of behavior by the student. Within 10 days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

Expulsion

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than 10 years of age.

Transition Services

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

Certain Felonies

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

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

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

1. The date on which the student's conduct occurred;
2. The location at which the conduct occurred;
3. Whether the conduct occurred while the student was enrolled in the district; or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

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

Expulsion

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

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

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school;
2. The charges are dismissed or reduced to a misdemeanor offense; or
3. The student completes the term of the placement or is assigned to another program.

Placement Review

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

Newly Enrolled Students

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

Glossary

Abuse is improper or excessive use.

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

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - a. 65 years of age or older; or
 - b. A disabled person.

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

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

Arson is defined in part by [Penal Code 28.02](#) as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
 - a. Any vegetation, fence, or structure on open-space land; or
 - b. Any building, habitation, or vehicle:
 - (1) Knowing that it is within the limits of an incorporated city or town;
 - (2) Knowing that it is insured against damage or destruction;
 - (3) Knowing that it is subject to a mortgage or other security interest;
 - (4) Knowing that it is located on property belonging to another;
 - (5) Knowing that it has located within it property belonging to another; or
 - (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.

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2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
 - a. Recklessly damaging or destroying a building belonging to another; or
 - b. Recklessly causing another person to suffer bodily injury or death.

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

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

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

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

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

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's

Glossary

educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

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

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

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

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

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

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

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

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

Glossary

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

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

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

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

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

Explosive weapon is defined by [Penal Code 46.01](#) as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

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

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

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

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or

Glossary

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

Such term does not include an antique firearm.

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

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

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in [Education Code 37.001\(b\)\(2\)](#); or
3. Conduct that is punishable as a crime under [Penal Code 42.07](#), including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
 - d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
 - e. Making a telephone call and intentionally failing to hang up or disengage the connection;
 - f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;

Glossary

- g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
- h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or
- i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

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

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

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

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

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

Intimate visual material is defined by [Civil Practices and Remedies Code 98B.001](#) and [Penal Code 21.16](#) as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any

Glossary

other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

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

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

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

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

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

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

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

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

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
3. Personal communication devices or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under [Penal Code 46.05\(a\)](#) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:
 - a. An explosive weapon; or
 - b. A machine gun.
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;

Glossary

5. A tire deflation device; or
6. An improvised explosive device.

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

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

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

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

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by [Penal Code Section 1.07](#); or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under [Penal Code 21.07](#);
 - b. Indecent exposure under [Penal Code 21.08](#);
 - c. Criminal mischief under [Penal Code 28.03](#);
 - d. Hazing under [Education Code 37.152](#); or
 - e. Harassment under [Penal Code 42.07\(a\)\(1\)](#) of a student or district employee.

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

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.

Glossary

- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

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

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

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

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

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

- Murder, manslaughter, or homicide under [Sections 19.02–.05](#);
- Kidnapping under [Section 20.03](#);
- Trafficking of persons under [Section 20A.02](#);

Glossary

- Smuggling or continuous smuggling of persons under [Sections 20.05–.06](#);
- Assault under [Section 22.01](#);
- Aggravated assault under [Section 22.02](#);
- Sexual assault under [Section 22.011](#);
- Aggravated sexual assault under [Section 22.021](#);
- Unlawful restraint under [Section 20.02](#);
- Continuous sexual abuse of a young child or disabled individual under [Section 21.02](#);
- Bestiality under [Section 21.09](#);
- Improper relationship between educator and student under [Section 21.12](#);
- Voyeurism under [Section 21.17](#);
- Indecency with a child under [Section 21.11](#);
- Invasive visual recording under [Section 21.15](#);
- Disclosure or promotion of intimate visual material under [Section 21.16](#);
- Sexual coercion under [Section 21.18](#);
- Injury to a child, an elderly person, or a disabled person of any age under [Section 22.04](#);
- Abandoning or endangering a child under [Section 22.041](#);
- Deadly conduct under [Section 22.05](#);
- Terroristic threat under [Section 22.07](#);
- Aiding a person to die by suicide under [Section 22.08](#); and
- Tampering with a consumer product under [Section 22.09](#).

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

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

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



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: August 18,2025

Agenda Item: Cafeteria Meal Price

Background Information:

Recommendations and Best Practices:

RE Lunch prices: USDA has established a meal pricing equity regulation in that over the course of the next five to ten years full price students will be required to pay the reimbursement of a free student \$4.45 minus the reimbursement of a full price meal \$0.44.

RE Breakfast prices: USDA has established a meal pricing equity regulation in that over the course of the next five to ten years full price students will be required to pay the reimbursement of a free student \$2.84 minus the reimbursement of a full price meal \$0.39.

Administrative Consideration:

- 1) Prices for Lunch will increase by \$0.10 bringing the price to \$3.10 for lunch and Breakfast will remain the same at \$1.60.
- 2) Keep universal free only for breakfast in classroom (Pre K – 2nd).
- 3) Any student that applies and is eligible for reduced-price meals will continue to eat breakfast at no charge through the School Year 2025-2026.
- 4) In addition, any student that applies and is eligible for reduced-price meals will be able to eat lunch at no charge beginning September 1 2025 through the school Year 2025-2026.
- 5)Adult breakfast meal charge will continue at \$2.95. Adult lunch will increase from \$4.00 to \$4.10

Budgetary Consideration:

Child Nutrition Budget is adopted to breakeven.

Supporting Documents:

PLE Tool

Adult Meal Calculator Worksheet

Recommendation:

Approve breakfast and lunch price increases for school meals

Respectfully Submitted by:

Annette Benavidez

Annette Benavidez
Child Nutrition Director

Approved by:

Todd Grandjean
Superintendent of Schools

Adult Meal Calculator Worksheet

This worksheet provides the information needed to calculate adult meal prices using both approved methods. Choose the method of calculation (see the *Administrator's Reference Manual (ARM), Section 19, Meal Pricing* for additional information on which method to use). If the rate applies, record the rate in the *Amount CE Receives* cell. If using Method 1, record the local student paid charge in the designated *Local Student Paid Charge* cell. If using Excel, this worksheet will automatically calculate the amounts in the *Minimum Adult Charge* and *Total Federal Funds* cells. All amounts are carried to 4 digits and must be rounded up when determining the adult meal price. Non-pricing programs must always use Method 2. TDA posts the current reimbursement rates at SquareMeals.org.

Use the applicable rates for the school year when the adult meal prices will apply.

Method 1 Lunch	
Federal Funds/Reimbursement Rate	Amount CE Receives
Paid Reimbursement Rate	\$ 0.44
Performance-Based Rate	\$ 0.09
Severe Need Lunch Rate	\$ 0.02
USDA Foods Rate	\$ 0.45
Total Federal Funds Received	\$ 1.00
Highest Local Student Price Charged	\$ 3.10
Minimum Adult Charge	\$ 4.10
Method 2 Lunch	
Federal Funds/Reimbursement Rate	Amount CE Receives
Free Reimbursement Rate	
Performance-Based Rate	
Severe Need Lunch Rate	
USDA Foods Rate	
Total Federal Funds Received	\$ -
Minimum Adult Charge	\$ -

Method 1 Breakfast	
Federal Funds/Reimbursement Rate	Amount CE Receives
Paid Reimbursement Rate	\$ 0.40 92
Severe Need Breakfast Rate	\$ 0.48
USDA Foods Rate (Add if USDA Foods are used at breakfast)	\$ 0.45
Total Federal Funds Received	\$ 1.33
Highest Local Student Price Charged	\$ 1.60
Minimum Adult Breakfast Charge	\$ 2.93
Method 2 Breakfast	
Federal Funds/Reimbursement Rate	Amount CE Receives
Free Reimbursement Rate	
Severe Need Breakfast Rate	
USDA Foods Rate (Add if USDA Foods are used at breakfast)	
Total Federal Funds Received	\$ -
Minimum Adult Breakfast Charge	\$ -

SFA NAME: [TYPE SFA NAME HERE] Dexine ISD

SY 25-26 Weighted Average Price Requirement Calculator

Step 1

The weighted average price is based on adjusting the SY 2024-25 price requirement by the 2% rate increase plus the Consumer Price Index (4.03%).

Unrounded Price Requirement for SY 2024-25	Weighted Average Price Requirement for SY 2025-26
Found in Section 1, Block A of the PLE Report from SY 2024-25 or in cell B31 of the Annual Unrounded Requirement Finder	Requirement to the nearest cent
\$ 3.45	\$ 3.66

If the Unrounded Price Requirement for SY 2024-25 is not known, the Unrounded Price Requirement from the most recent school year can be used.

Annual Unrounded Requirement Finder

Only used when the Unrounded Price Requirement for SY 2024-25 or the most recent school year is not known.

(Optional Step)

Weighted Average Price for SY 2010-11
Enter the weighted average price of all paid lunches charged in the SFA for SY 2010-11.

If the Weighted Average Price for SY 2010-2011 is not known, complete the SY 10-11 Price Calculator to obtain this value.

[SY 10-11 Price Calculator](#)

The Unrounded Price Requirement for SY 2024-2025 will be based on the price requirements for SY 2011-2012 to SY 2023-2024.

Previous School Years	Unrounded Price Requirement to the nearest cent
2011-2012	\$ -
2012-2013	\$ -
2013-2014	\$ -
2014-2015	\$ -
2015-2016	\$ -
2016-2017	\$ -
2017-2018	\$ -
2018-2019	\$ -
2019-2020	\$ -
2020-2021	\$ -
2021-2022	\$ -
2022-2023	\$ -
2023-2024	\$ -
2024-2025	\$ -

Select the calculator based on the method chosen to meet the Weighted Average Price Requirement for SY 2025-26:

- Method 1: [SY 25-26 Price Raise Calculator](#)
- Method 2: [SY 25-26 Non-Federal Calculator](#)
- Method 3: [SY 25-26 Split Calculator](#)

To review the instructions for the SY 25-26 Requirement Calculator:

[Instructions](#)

Attention: Users should only enter information in the cells highlighted in green. Modifications should not be made to the tool as changes can cause an incorrect new average price to be calculated which will impact future calculations.

SFA NAME: [TYPE SFA NAME HERE] **Devine ISD**

The prices are based on adjusting SY 2024-25 price requirement by the 2% rate increase plus the Consumer Price Index (6.03%).

SY 2025-26 Weighted Average Price Requirement	
Requirement to the nearest cent	Requirement ROUNDED DOWN to the nearest 5 cents
\$ 3.66	\$ 3.65

SY 2025-26 Price Raise Calculator

Step 1

If the SY 2024-25 Weighted Average Price is equal to or above the target price of \$4.01 then the SFA is compliant for SY 2025-26.

SY 2024-25 Weighted Average Price Calculator

Enter the paid prices and number of paid lunches sold at each price for October 2024.

	Number of Paid Lunches	Paid Lunch Prices	Monthly Revenue	Weighted Average Price for SY 2024-25
1	1,399	\$ 3.00	\$ 4,197.00	
2	1,683	\$ 3.00	\$ 5,049.00	
3	1,619	\$ 3.00	\$ 4,857.00	
4	1,539	\$ 3.00	\$ 4,617.00	
5			\$ -	
6			\$ -	
7			\$ -	
8			\$ -	
9			\$ -	
10			\$ -	
Total	6,240		\$ 18,720.00	\$ 3.00

Step 2

Shortfall or Credit
Enter any shortfall or credit carried forward from SY 2024-25

Overview of the Calculations

Total Price Increase for SY 2025-26 (Based on the requirement rounded down to the nearest 5 cents)	\$ 0.65
Required Weighted Average Price for SY 2025-26 (Increase with the 10 cents cap)	\$ 3.10
Remaining Shortfall to Meet the Total Price Increase for SY 2025-26 (Based on establishing the price with the 10 cents cap)	\$ 0.55
Credit From the Total Price Increase for SY 2025-26 (Based on a greater price in SY 24-25 and/or credit from the previous year)	\$ -

(Optional Step)

Pricing Estimation Calculator

Below is a tool allowing users to manipulate prices to achieve the required weighted average price for SY 2025-26.

	Number of Paid Lunches	Paid Lunch Prices	Monthly Revenue	Weighted Average Price for SY 2025-26
1			\$ -	
2			\$ -	
3			\$ -	
4			\$ -	
5			\$ -	
6			\$ -	
7			\$ -	
8			\$ -	
9			\$ -	
10			\$ -	
Total	-		\$ -	\$ -

Step 3

[SY 25-26 Report](#)

To review the instructions for the SY 25-26 Price Raise Calculator:

[Instructions](#)

Attention: Users should only enter information in the cells highlighted in green. Modifications should not be made to the tool as changes can cause an incorrect new average price to be calculated which will impact future calculations.

SFA NAME: [TYPE SFA NAME HERE] *Devine ISD*

Paid Lunch Equity Report for SY 2025-2026

This report provides a summary of the calculations made for SY 2025-26. It details the weighted average paid price requirement, the method SFAs chose to meet the requirement and any shortfall or credit that will need to be carried forward to the next school year. This report will be helpful to have when completing next year's PLE tool so it is recommended that SFAs print and keep this report in their records.

Section 1: SY 2025-26 Weighted Average Paid Price Requirements

A. Requirement to the nearest cent: This unrounded price will be entered into the SY 2026-27 tool to determine the weighted average price requirements	\$3.66
B. Requirement ROUNDED DOWN to the nearest 5 cents:	\$3.65

Section 2: Summary of Calculations

Select the method used to meet the requirement for SY 2025-26	
Utilization of the SY 2025-26 PLE Exemption	▼
Weighted Average Price for SY 2025-2026:	3.45
Does the SFA certify that they had a positive or zero balance in the nonprofit school food service account as of June 30, 2024?	YES

95

Average Weighted Price Adjustments

A. Shortfall Carried Forward to SY 2026-27:	
B. Credit Carried Forward to SY 2026-27:	
C. Weighted Average Price for SY 2025-26:	

Non-Federal Source Contributions

D. Shortfall Carried Forward to SY 2026-27:	
E. Credit Carried Forward to SY 2026-27:	
F. Amount of Revenue from non-Federal Sources for SY 2025-26:	
G. Non-Federal Revenue Sources:	
H. General Fund Transfer:	

Split Calculations

I. Shortfall Carried Forward to SY 2026-27:	
J. Credit Carried Forward to SY 2026-27:	
K. Weighted Average Price for SY 2025-26:	
L. Amount of Revenue from non-Federal Sources for SY 2025-26:	
M. Non-Federal Revenue Sources:	

N. General Fund Transfer:

May 2025

NSLP Claim For Reimbursement Summary

00800 Status: Active
DEVINE ISD
 DBA:
 605 W HONDO
 DEVINE, TX 78016-6080
 County District Code: 163-901
 ESC: 20 TDA Region: 4

Confirmation #: BRMLX8

Month/Year Claimed	Adjustment Number	Date Received	Date Accepted	Date Processed	Reason Code
Oct 2024	0	10/31/2024	10/31/2024		Original

Contracting Entity Totals

Meal Type	Meals/Supplements Served	Federal Rate	Reimbursement Federal Amount
National School Lunch Program			
Free	13,892	4.4500	61,819.40
Reduced	1,185	4.0500	4,799.25
Paid	6,240	0.4400	2,745.60
Total	21,317		69,364.25
Performance-Based Reimbursement (Lunch)			
Claimed	21,317	0.0900	1,918.53
Adjusted	0	0.0900	0.00
Total	21,317		1,918.53
School Breakfast Program Severe Need			
Free	8,758	2.8400	24,872.72
Reduced	665	2.5400	1,689.10
Paid	3,922	0.3900	1,529.58
Total	13,345		28,091.40

Claim Reimbursement Total

99,374.18

Contracting Entity Claim Reimbursement Totals

Current Claim Reimbursement Total	99,374.18
Previous Claim Reimbursement Total	0.00
Net Claim Reimbursement Total	99,374.18

[Hide Site Meal Details](#)

Site Meal and Reimbursement Totals

DEVINE HIGH SCHOOL 0001

Meal Type	Free	Reduced	Paid	Total Meals	Total Reimbursement
National School Lunch Program	2,197	204	1,399	3,800	11,560.41
School Breakfast Program Severe Need	682	64	221	967	2,185.63
Total Site Reimbursement					13,746.04

DEVINE INT 0102

Meal Type	Free	Reduced	Paid	Total Meals	Total Reimbursement
National School Lunch Program	4,025	327	1,683	6,035	20,519.27
School Breakfast Program Severe Need	2,084	138	475	2,697	6,454.33
Total Site Reimbursement					26,973.60

DEVINE MIDDLE 0041

Meal Type	Free	Reduced	Paid	Total Meals	Total Reimbursement
National School Lunch Program	3,250	389	1,619	5,258	17,223.53

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School Breakfast Program Severe Need	937	145	364	1,446	3,171.34
Total Site Reimbursement					20,394.87

JOHN J CIAVARRA EL 0101

Meal Type	Free	Reduced	Paid	Total Meals	Total Reimbursement
National School Lunch Program	4,420	265	1,539	6,224	21,979.57
School Breakfast Program Severe Need	5,055	318	2,862	8,235	16,280.10
Total Site Reimbursement					38,259.67

SFA NAME: DEVINE ISD

SY 24-25 Weighted Average Price Requirement Calculator

Step 1

The weighted average price is based on adjusting the SY 2023-24 price requirement by the 2% rate increase plus the Consumer Price Index (8.27%).

Unrounded Price Requirement for SY 2023-24	Weighted Average Price Requirement for SY 2024-25
Found in Section 1, Block A of the PLE Report from SY 2023-24 or in cell B30 of the Annual Unrounded Requirement Finder	Requirement to the nearest cent
\$ 3.13	\$ 3.45

If the Unrounded Price Requirement for SY 2023-24 is not known, the Unrounded Price Requirement from the most recent school year can be used.

Annual Unrounded Requirement Finder

Only used when the Unrounded Price Requirement for SY 2023-24 or the most recent school year is not known.

(Optional Step)

Weighted Average Price for SY 2010-11

Enter the weighted average price of all paid lunches charged in the SFA for SY 2010-11.

Green input field for the weighted average price for SY 2010-11.

If the Weighted Average Price for SY 2010-2011 is not known, complete the SY 10-11 Price Calculator to obtain this value.

[SY 10-11 Price Calculator](#)

The Unrounded Price Requirement for SY 2023-2024 will be based on the price requirements for SY 2011-2012 to SY 2022-2023.

Previous School Years	Unrounded Price Requirement to the nearest cent
2011-2012	\$ -
2012-2013	\$ -
2013-2014	\$ -
2014-2015	\$ -
2015-2016	\$ -
2016-2017	\$ -
2017-2018	\$ -
2018-2019	\$ -
2019-2020	\$ -
2020-2021	\$ -
2021-2022	\$ -
2022-2023	\$ -
2023-2024	\$ -

Select the calculator based on the method chosen to meet the Weighted Average Price Requirement for SY 2024-25:

Method 1: [SY 24-25 Price Raise Calculator](#)

Method 2: [SY 24-25 Non-Federal Calculator](#)

Method 3: [SY 24-25 Split Calculator](#)

To review the instructions for the SY 24-25 Requirement Calculator:

[Instructions](#)

Attention: Users should only enter information in the cells highlighted in green. Modifications should not be made to the tool as changes can cause an incorrect new average price to be calculated which will impact future calculations.

SFA NAME: DEVINE ISD

The prices are based on adjusting SY 2023-24 price requirement by the 2% rate increase plus the Consumer Price Index (8.27%).

SY 2024-25 Weighted Average Price Requirement	
Requirement to the nearest cent	Requirement ROUNDED DOWN to the nearest 5 cents
\$ 3.45	\$ 3.40

SY 2024-25 Price Raise Calculator

Step 1

If the SY 2023-24 Weighted Average Price is equal to or above the target price of \$3.85 then the SFA is compliant for SY 2024-25.

SY 2023-24 Weighted Average Price Calculator

Enter the paid prices and number of paid lunches sold at each price for October 2023.

	Number of Paid Lunches	Paid Lunch Prices	Monthly Revenue	Weighted Average Price for SY 2023-24
1	1,211	\$ 2.90	\$ 3,511.90	
2	1,801	\$ 2.90	\$ 5,222.90	
3	1,378	\$ 2.90	\$ 3,996.20	
4	1,316	\$ 2.90	\$ 3,816.40	
5			\$ -	
6			\$ -	
7			\$ -	
8			\$ -	
9			\$ -	
10			\$ -	
Total	5,706		\$ 16,547.40	\$ 2.90

Step 2

Shortfall or Credit
Enter any shortfall or credit carried forward from SY 2023-24
\$ (0.20)

Overview of the Calculations

Total Price Increase for SY 2024-25	\$ 0.70
Required Weighted Average Price for SY 2024-25 (Increase with the 10 cents cap)	\$ 3.00
Remaining Shortfall Carried Forward to SY 2025-26	\$ 0.60
Remaining Credit Carried Forward to SY 2025-26	\$ -

(Optional Step)

Pricing Estimation Calculator

Below is a tool allowing users to manipulate prices to achieve the required weighted average price for SY 2024-25.

	Number of Paid Lunches	Paid Lunch Prices	Monthly Revenue	Weighted Average Price for SY 2024-25
1			\$ -	
2			\$ -	
3			\$ -	
4			\$ -	
5			\$ -	
6			\$ -	
7			\$ -	
8			\$ -	
9			\$ -	
10			\$ -	
Total	-		\$ -	\$ -

Step 3

[SY 24-25 Report](#)

To review the instructions for the SY 24-25 Price Raise Calculator:

[Instructions](#)

Attention: Users should only enter information in the cells highlighted in green. Modifications should not be made to the tool as changes can cause an incorrect new average price to be calculated which will impact future calculations.

Paid Lunch Equity Report for SY 2024-2025

This report provides a summary of what calculations were conducted for SY 2024-25. It details the weighted average paid price requirement, the method SFAs chose to meet the requirement and any shortfall or credit that will need to be carried forward to the next school year. When changes are made in the tool itself, the contents of this report will change accordingly. This report will be helpful to have when completing next year's PLE tool so it is recommended that SFAs print and keep this report in their records.

Section 1: SY 2024-25 Weighted Average Paid Price Requirements

A. Requirement to the nearest cent: This unrounded price will be entered into the SY 2025-26 tool to determine the SY 2025-26 weighted average price requirements	\$3.45
B. Requirement ROUNDED DOWN to the nearest 5 cents:	\$3.40

Section 2: Amounts Carried Forward to SY 2025-26

Select the method used to meet the requirement for SY 2024-25	
Utilization of the SY 2024-25 PLE Exemption	▼
Weighted Average Price for SY 2024-2025:	3.45
Does the SFA certify that they had a positive or zero balance in the nonprofit school food service account as of June 30, 2023?	yes

Average Weighted Price Adjustments

A. Remaining Shortfall Carried Forward to SY 2025-26:	N/A
B. Remaining Credit Carried Forward to SY 2025-26:	N/A
C. Weighted Average Price for SY 2024-25:	

Non-Federal Source Contributions

D. Remaining Shortfall Carried Forward to SY 2025-26:	N/A
E. Remaining Credit Carried Forward to SY 2025-26:	N/A
F. Amount of Revenue from non-Federal Sources for SY 2024-25:	
G. Non-Federal Revenue Sources:	
H. General Fund Transfer:	

Split Calculations

I. Remaining Shortfall Carried Forward to SY 2025-26:	N/A
J. Remaining Credit Carried Forward to SY 2025-26:	N/A
K. Weighted Average Price for SY 2024-25:	
L. Amount of Revenue from non-Federal Sources for SY 2024-25:	



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: August 18, 2025

Agenda Item: Local Policy Updates: FNCE (Local) Student Conduct: Personal Communication/Electronic Devices, and EFB (Local) Instructional Resources: Library Materials

Background Information:

To keep our policy current, the Board should consider adopting local policy updates. Any change in local policy/policies must be acted upon by the Board within an open meeting wherein the action is posted.

Administrative Consideration:

These changes were made as a result of the 89th Legislative Session.

HB 1481 mandates a statewide ban on student use of personal communication devices (cell phones, tablets, smartwatches, etc.) on school property during the school day from first bell to last.

SB 13 aims to increase parental involvement in the selection of library materials: requires library collections to exclude content that is indecent or profane; requires schools to give parents access to the library catalog and records of what their own child obtained from the library through online parent portal; may establish school library advisory council; requires boards to publish publicly and approve or reject a list of library materials that have been donated or proposed to be procured; establishes detailed procedures for library book challenges.

Budgetary Consideration:

Policy Updates are in the budget

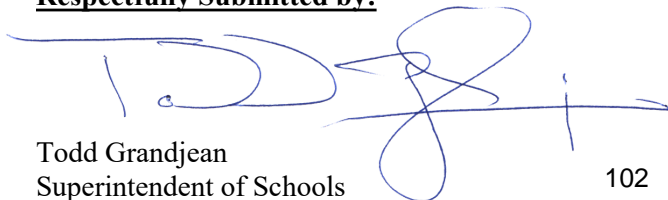
Supporting Documents:

Proposed Policies FNCE (Local) and EFB (Local)

Recommendation:

Approve the revisions to FNCE (Local) and EFB (Local).

Respectfully Submitted by:


Todd Grandjean
Superintendent of Schools



Devine Independent School District Board of Trustees Agenda Document

PROPOSED POLICY

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

Collection Development Policy

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

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

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

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

Responsibility

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

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

Collection Development Goals

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

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

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

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

Recommendation
and Procurement of
Materials

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

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

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

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

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

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

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

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

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

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

Donated and
Proposed
Procurement List

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

Access Plan

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

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

Each campus shall communicate the following to parents and guardians:

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

Parental
Involvement

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

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

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

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

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

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

*Access
Procedures*

School Library

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

Library Catalog

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

Protection from
Inappropriate
Material

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

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

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

**Challenge of Library
Material**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appeal

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

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

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

*Frequency of
Review*

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

Removal of Library
Materials

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

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

**Maintenance of
Library Materials**

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

Gifts and Donations

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

Policy Review

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

PROPOSED REVISIONS

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

Personal Communication Devices

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

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

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

The District shall not dispose of the personal communication device. The District shall provide appropriate notice, and devices that are not retrieved shall be stored according to administrative regulations.

Exceptions

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

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

Implementation

The Superintendent shall develop regulations to implement this policy.

Compliance

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

Note: ~~For searches of personal telecommunications devices or other personal electronic devices, see FNF.~~

STUDENT CONDUCT
PERSONAL TELECOMMUNICATIONS/ELECTRONIC DEVICES

FNCE
(LOCAL)

Personal Use

~~Telecommunications
Devices~~

~~An authorized District employee may confiscate a personal telecommunications device, including a mobile telephone, used in violation of applicable campus rules.~~

~~A confiscated personal telecommunications device shall be released for a fee determined by the Board. In accordance with the student handbook, the student or the student's parent may retrieve the device after paying the fee.~~

~~The District shall not dispose of the personal telecommunications device. Devices that are not retrieved shall be stored according to administrative regulations.~~

~~Other Electronic
Devices~~

~~Guidelines regarding other personal electronic devices shall be addressed in the student handbook.~~

Instructional Use

~~A student shall obtain prior approval before using personal telecommunications or other personal electronic devices for on-campus instructional purposes. The student shall also acknowledge receipt and understanding of applicable regulations and shall sign the appropriate user agreements. [See CQ]~~



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: August 18, 2025

Agenda Item: 2025-2026 Stipend Schedule Revision

Background Information:

At the June 2025 board meeting the 25-26 Stipend Schedule was approved.

Administrative Consideration:

A change to the DHS Cheer stipend is being requested because we will have an assistant cheer sponsor. Previously, there was only 1 cheer sponsor so the sponsor and assistant sponsor stipend was combined.

Budgetary Consideration:

The overall cheer stipend will remain the same with the sponsor receiving \$2,500 stipend and the assistant receiving \$1,500.

Supporting Documents:

Stipend Schedule

Recommendation:

Approve revised stipend schedule for 2025-2026

Respectfully Submitted by:



Todd Grandjean
Superintendent of Schools

DEVINE ISD EXTRA DUTY SCHEDULE

2025-2026

Supplemental Pay Schedule Adopted June 16, 2025

*Stipends are for extra duty outside the regular school/contract day

INSTRUCTIONAL STIPENDS		
Masters Degree		\$ 1,000
HS 2nd Assistant Band Director		\$ 6,000
HS 3rd Assistant Band Director		\$ 5,500
CTE Grant Coordinator		\$ 5,000
High School Math and Science Stipend		\$ 2,000
Cosmetology (previously 10 extra		\$ 2,000
Subject Area and Grade Level Coordinators		\$ 1,000
Non Core Lead (Fine Arts)		\$ 500
Work Study Program		\$ 1,200
High School Gifted Talented Stipend		\$ 400
SPECIAL EDUCATION STIPENDS		
Lead LSSP		\$ 3,500
Lead Diagnostician		\$ 3,000
Lead SLP		\$ 3,000
Transitional/Employment Designee		\$ 2,500
Life Skills & Behavior Unit Teacher		\$ 2,500
Special Education Classroom Teacher		\$ 1,000
SPED Assessment Stipend-for 5 less contract days		\$ 1,750
ESL Teacher Stipends		\$ 800
Dyslexia Liasons		\$ 600
EXTRA CURRICULAR STIPENDS		
Robotics Sponsor		\$ 2,500
FCCLA Sponsor		\$ 2,500
Newspaper/Annual Sponsor		\$ 2,000
Cheerleader Sponsors	HS (V & JV)	\$ 2,500
	HS Asst	\$ 1,500
	MS	\$ 850
OAP Coordinator	HS	\$ 1,500
	MS	\$ 500
UIL Coordinators	HS	\$ 1,500
	MS	\$ 750
	Inter/Elem	\$ 750
Student Athletic Trainer Sponsor		\$ 1,500
UIL Event Stipends	HS	\$ 450
	MS	\$ 200
	Inter/Elem	\$ 200
Student Council Sponsor	HS/MS	\$ 400
High School Head Class Sponsors		\$ 300
NHS/NJHS Sponsor	HS/MS	\$ 200
OTHER STIPENDS:		
Mentor		\$ 1,000
Guardian		\$ 500
HOURLY/DAILY RATES:		
Tutorial/Homebound/HS Summer Testing Hourly Rate		\$ 30.00
Babysitting Hourly Rate		\$ 12.50
FEDERALLY FUNDED STIPENDS:		
Summer School Teacher		\$ 45.00
Summer School Aide		\$ 22.50
Summer School Nurse - RN		\$ 45.00
Summer School Nurse - Asst, LVN		\$ 22.50
Mentor		\$ 1,000

ATHLETICS STIPENDS		
Strength and Conditioning Coordinator		\$ 4,000
* Football - Head Football		\$ 8,000
* Football - Offensive Coordinator		\$ 4,000
*Football - Defensive Coordinator		\$ 4,000
*Football - Special Teams Coordinator		\$ 4,000
*Football - Assistant		\$ 3,000
* Football - Middle School		\$ 3,000
Equipment Coordinator		\$ 1,500
* Volleyball - HS Head Coach		\$ 4,500
*Volleyball - HS Assistants		\$ 3,000
Volleyball - Middle School		\$ 2,000
* Cross Country - Head Coach (inc. MS)		\$ 4,500
* Cross Country - Assistant		\$ 2,500
Power Lifting		\$ 4,000
PowerLifting - Assistant		\$ 2,500
Basketball - HS Head Coach		\$ 4,500
Basketball - Assistant Coach		\$ 3,000
Basketball - Middle School		\$ 2,000
Track - HS Head Coach		\$ 4,000
Track - Coordinator		\$ 1,500
Track - HS Assistant Coach		\$ 2,500
Track - Middle School		\$ 2,000
Baseball - Head Coach		\$ 4,500
Baseball - Assistant		\$ 3,000
Baseball - Middle School		\$ 2,000
Softball - Head Coach		\$ 4,500
Softball - Assistant		\$ 3,000
Softball - Middle School		\$ 2,000
Spring Tennis - Head Coach (inc. MS)		\$ 4,500
Spring Tennis - Assistant		\$ 2,500
Spring Tennis - Middle School		\$ 2,000
* Fall Tennis - Head Coach		\$ 4,000
* Fall Tennis - Assistant		\$ 2,500
Golf - Head Coach		\$ 4,000
Golf - Assistant		\$ 2,500
SUMMER HOURLY RATES:		
Summer Workout Hourly Rate		\$ 25.00
Summer Camp Hourly Rate		\$ 25.00
*additional \$3,500 Fall Sport Stipend in lieu of traditional 10 d		
OTHER ATHLETIC EVENT STIPENDS:		
Broadcasting	Football	\$ 50.00
	All other	\$ 25.00
Officiating/refereeing game rate		\$ 25.00
Gate/Game Workers ALL OTHER		\$ 15.00
HEAD GATE WORKER for Varsity Football		\$ 60.00
GATE WORKER for Varsity Football		\$ 45.00
Rates for Facility Rentals:		
ADMIN in Charge		\$ 200.00
Grounds for baseball		\$ 150.00
Trainer		\$ 75.00
Announcer/Bookkeeper		\$ 75.00
Gate/Game Workers		\$ 75.00



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: August 18, 2025

Agenda Item: Approve Costs of Construction Materials Observation and Testing Services for 2023 Bond Program

Background Information:

Raba Kistner was selected as the Construction Materials Testing Company for the 2023 Bond Program.

Administrative Consideration:

They have provided an estimated cost for the projects and they will bill only for actual services rendered. Charges will be invoiced on a monthly basis.

Budgetary Consideration:

\$53,153.10

Supporting Documents:

Estimate

Recommendation:

Respectfully Submitted by:

Kandy Stein
Director of Operations/Custodial Services

Approved by:

Dr. Todd Grandjean
Superintendent of Schools

August 6, 2025



Raba Kistner, Inc.

12821 W. Golden Lane

San Antonio, TX 78249

P.O. Box 690287

San Antonio, TX 78269-0287

www.rkci.com

P 210.699.9090

F 210.699.6426

TBPE Firm F-3257

Dr. Todd Grandjean
Devine Independent School District
605 W. Hondo Avenue
Devine, Texas 78016

**RE: Construction Materials Observation and Testing Services
2023 Bond Program
Devine, Texas**

Dear Dr. Grandjean:

Thank you for selecting Raba Kistner, Inc. (RKI) as your Construction Materials Testing Company on the above-referenced project. Our opinions of probably cost of services for each phase of the project are listed below:

- Elementary School: \$21,190.40
- Intermediate School: Architectural modifications only (no materials testing scope of work)
- Middle School: \$13,525.60
- High School: \$18,437.10

The total estimated cost of services for all of these projects is \$53,153.10. The previously-authorized amount of \$5,000.00 is included in this total.

Our proposed scope of services and estimated item quantities are based upon directed reductions provided by the owner and are without the aide of the general contractor’s schedule. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized and requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a summary total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. All parties hereby agree that this contract upon acceptance will be performable in Bexar and Medina Counties, Texas.

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Fee Structure and Standard Charges
II	Fee Estimate Breakdown – Elementary School
III	Fee Estimate Breakdown – Middle School
IV	Fee Estimate Breakdown – High School
V	Report Distribution List
VI	Standard Terms and Conditions

Please return one signed copy of this letter contract to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Very truly yours,

RABA KISTNER, INC.


R. Blake Wright, PE
Vice President

RBW/ds

Attachments

Accepted By: _____
(Signature)

(Typed or Printed Name)

(Title)

(Date)

FEE STRUCTURE AND STANDARD CHARGES

Proposed Materials and Observation Services for
2023 Bond Program
Devine, Texas

Basic Charges

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Travel Time (Round Trip).....	1.5 Hours
Vehicle Travel Charge.....	\$ 66.00/Trip

2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. Overtime charges will be assessed after eight (8) continuous hours of services rendered on the project. Overtime charges will also be assessed for any engineering and/or technical services provided on Saturday, Sunday, and/or Holidays.
4. A minimum 4.0 hours will be billed per visit to the project site for Certified Welding Inspectors. A minimum of 2.0 hours will be billed per visit to the project site for all other technicians.
5. RKI will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.
6. A ten (10) percent technical review and administration cost will be added to all invoices.

FEE ESTIMATE BREAKDOWN

Project Name: 2023 Bond Program - Elementary School				
Project Location: Devine, Texas				
TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
SOILS				
Laboratory Testing				
Moisture Density Relationship (TxDOT or ASTM)	\$319.00	each	3	\$957.00
Lime Series Curve (Tex-121-E, Part II)	\$466.00	each	0	\$0.00
Atterberg Limits	\$105.00	each	3	\$315.00
Sieve Analysis	\$105.00	each	3	\$315.00
Field Testing/Observation				
In-Place Nuclear Densities (Per Test)	\$39.00	each	30	\$1,170.00
Materials Technician	\$76.00	hour	46	\$3,496.00
Materials Technician (overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	8	\$448.00
Subtotal				\$6,701.00
REINFORCING STEEL OBSERVATIONS				
Field Observation/Testing				
Materials Technician	\$76.00	hour	4	\$304.00
Vehicle Travel Charge	\$56.00	trip	1	\$56.00
Subtotal				\$360.00
CONCRETE				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$34.00	each	25	\$850.00
Field Testing/Observation				
Materials Technician	\$76.00	hour	36	\$2,736.00
Materials Technician (overtime)	\$110.00	hour	4	\$440.00
Vehicle Travel Charge	\$56.00	trip	8	\$448.00
Subtotal				\$4,474.00
PIER OBSERVATIONS				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$34.00	each	0	\$0.00
Field Testing/Observation				
Materials Technician	\$76.00	hour	0	\$0.00
Materials Technician (overtime)	\$110.00	hour	0	\$0.00
Geotechnical Engineer	\$195.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00

FEE ESTIMATE BREAKDOWN

TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
MASONRY				
Laboratory Testing				
Mortar Cubes	\$34.00	each	12	\$408.00
Compressive Strength Grout	\$34.00	each	8	\$272.00
Prism	\$325.00	each	0	\$0.00
Field Testing/Observation				
Materials Technician	\$76.00	hour	14	\$1,064.00
Materials Technician (overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	4	\$224.00
Subtotal				\$1,968.00
THROUGH WALL FIRESTOP CAULKING PENETRATION OBSERVATIONS				
Field Testing/Observation				
Materials Technician	\$76.00	hour	4	\$304.00
Vehicle Travel Charge	\$56.00	trip	1	\$56.00
Subtotal				\$360.00
SPRAY-ON FIRE RESISTIVE MATERIALS				
Laboratory Testing				
Determination of Density	\$71.00	each	0	\$0.00
Field Testing/Observation				
Materials Technician (Thickness Measurements & Adhesion Testing)	\$76.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00
STRUCTURAL STEEL INSPECTION (4 Hour Minimum Trip Charge for CWI)				
Field Testing/Observation				
CWI Inspector	\$149.00	hour	20	\$2,980.00
CWI Inspector (overtime)	\$177.00	hour	0	\$0.00
Ultrasonic Testing - Daily Equipment	\$71.00	day	2	\$142.00
Radiographic Testing	\$0.00	Cost + 15%	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	4	\$224.00
Subtotal				\$3,346.00
WELDED PIPE INSPECTION (4 Hour Minimum Trip Charge for CWI)				
Field Testing/Observation				
CWI Inspector	\$149.00	hour	0	\$0.00
CWI Inspector (overtime)	\$177.00	hour	0	\$0.00
Ultrasonic Testing - Daily Equipment	\$71.00	day	0	\$0.00
Radiographic Testing	\$0.00	Cost + 15%	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00

FEE ESTIMATE BREAKDOWN

TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
ASPHALT				
Laboratory Testing				
Bag Sample (gradation, asphalt content, molding specimens, density of molded specimens, maximum theoretical specific gravity)	\$700.00	each	1	\$700.00
Density of Asphalt Cores	\$93.00	each	1	\$93.00
Field Testing/Observation				
In-Place Nuclear Densities (Per Test)	\$39.00	each	0	\$0.00
Generator for Coring	\$155.00	day	0	\$0.00
Coring Rig	\$150.00	day	0	\$0.00
Materials Technician	\$76.00	hour	10	\$760.00
Materials Technician (overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	2	\$112.00
Subtotal				\$1,665.00
POST TENSION STRESSING OBSERVATION				
Field Testing/Observation				
Materials Technician	\$76.00	hour	0	\$0.00
Materials Technician (Overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00
WOOD FRAMING INSPECTIONS				
Field Observation/Testing				
Materials Technician	\$76.00	hour	0	\$0.00
Materials Technician (Overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00
FLOOR FLATNESS/FLOOR LEVELNESS TESTING (minimum quantity charge of 12,000 ft² per trip to the site)				
Field Testing/Observation				
Floor Flatness/Floor Levelness Testing	\$0.045	ft ²	0	\$0.00
Estimated Number of Trips	0			
Total Miles (Round-Trip) Per Trip	0			
Subcontractor Mobilization	\$1.00	mile	0	\$0.00
Subtotal				\$0.00

FEE ESTIMATE BREAKDOWN

TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
PROJECT ADMINISTRATION				
Project Manager	\$155.00	hour	0	\$0.00
Senior Project Manager	\$175.00	hour	0	\$0.00
Project Engineer (EIT)	\$115.00	hour	0	\$0.00
Project Engineer (PE)	\$135.00	hour	0	\$0.00
Geotechnical/Materials Engineer	\$195.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Project Completion Letter	\$195.00	hour	2	\$390.00
Subtotal				\$390.00
Technical Review & Administrative Fee	10% of total cost			\$1,926.40
TOTAL ESTIMATED FEE				\$21,190.40

FEE ESTIMATE BREAKDOWN

Project Name: 2023 Bond Program - Middle School				
Project Location: Devine, Texas				
TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
SOILS				
Laboratory Testing				
Moisture Density Relationship (TxDOT or ASTM)	\$319.00	each	2	\$638.00
Lime Series Curve (Tex-121-E, Part II)	\$466.00	each	0	\$0.00
Atterberg Limits	\$105.00	each	3	\$315.00
Sieve Analysis	\$105.00	each	3	\$315.00
Field Testing/Observation				
In-Place Nuclear Densities (Per Test)	\$39.00	each	17	\$663.00
Materials Technician	\$76.00	hour	40	\$3,040.00
Materials Technician (overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	7	\$392.00
Subtotal				\$5,363.00
REINFORCING STEEL OBSERVATIONS				
Field Observation/Testing				
Materials Technician	\$76.00	hour	4	\$304.00
Vehicle Travel Charge	\$56.00	trip	1	\$56.00
Subtotal				\$360.00
CONCRETE				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$34.00	each	15	\$510.00
Field Testing/Observation				
Materials Technician	\$76.00	hour	12	\$912.00
Materials Technician (overtime)	\$110.00	hour	3	\$330.00
Vehicle Travel Charge	\$56.00	trip	6	\$336.00
Subtotal				\$2,088.00
PIER OBSERVATIONS				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$34.00	each	0	\$0.00
Field Testing/Observation				
Materials Technician	\$76.00	hour	0	\$0.00
Materials Technician (overtime)	\$110.00	hour	0	\$0.00
Geotechnical Engineer	\$195.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00

FEE ESTIMATE BREAKDOWN

TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
MASONRY				
Laboratory Testing				
Mortar Cubes	\$34.00	each	12	\$408.00
Compressive Strength Grout	\$34.00	each	8	\$272.00
Prism	\$325.00	each	0	\$0.00
Field Testing/Observation				
Materials Technician	\$76.00	hour	14	\$1,064.00
Materials Technician (overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	4	\$224.00
Subtotal				\$1,968.00
THROUGH WALL FIRESTOP CAULKING PENETRATION OBSERVATIONS				
Field Testing/Observation				
Materials Technician	\$76.00	hour	8	\$608.00
Vehicle Travel Charge	\$56.00	trip	2	\$112.00
Subtotal				\$720.00
SPRAY-ON FIRE RESISTIVE MATERIALS				
Laboratory Testing				
Determination of Density	\$71.00	each	0	\$0.00
Field Testing/Observation				
Materials Technician (Thickness Measurements & Adhesion Testing)	\$76.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00
STRUCTURAL STEEL INSPECTION (4 Hour Minimum Trip Charge for CWI)				
Field Testing/Observation				
CWI Inspector	\$149.00	hour	10	\$1,490.00
CWI Inspector (overtime)	\$177.00	hour	0	\$0.00
Ultrasonic Testing - Daily Equipment	\$71.00	day	0	\$0.00
Radiographic Testing	\$0.00	Cost + 15%	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	2	\$112.00
Subtotal				\$1,602.00
WELDED PIPE INSPECTION (4 Hour Minimum Trip Charge for CWI)				
Field Testing/Observation				
CWI Inspector	\$149.00	hour	0	\$0.00
CWI Inspector (overtime)	\$177.00	hour	0	\$0.00
Ultrasonic Testing - Daily Equipment	\$71.00	day	0	\$0.00
Radiographic Testing	\$0.00	Cost + 15%	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00

FEE ESTIMATE BREAKDOWN

TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
ASPHALT				
Laboratory Testing				
Bag Sample (gradation, asphalt content, molding specimens, density of molded specimens, maximum theoretical specific gravity)	\$700.00	each	0	\$0.00
Density of Asphalt Cores	\$93.00	each	0	\$0.00
Field Testing/Observation				
In-Place Nuclear Densities (Per Test)	\$39.00	each	0	\$0.00
Generator for Coring	\$155.00	day	0	\$0.00
Coring Rig	\$150.00	day	0	\$0.00
Materials Technician	\$76.00	hour	0	\$0.00
Materials Technician (overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00
POST TENSION STRESSING OBSERVATION				
Field Testing/Observation				
Materials Technician	\$76.00	hour	0	\$0.00
Materials Technician (Overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00
WOOD FRAMING INSPECTIONS				
Field Observation/Testing				
Materials Technician	\$76.00	hour	0	\$0.00
Materials Technician (Overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00
FLOOR FLATNESS/FLOOR LEVELNESS TESTING (minimum quantity charge of 12,000 ft² per trip to the site)				
Field Testing/Observation				
Floor Flatness/Floor Levelness Testing	\$0.045	ft ²	0	\$0.00
Estimated Number of Trips	0			
Total Miles (Round-Trip) Per Trip	0			
Subcontractor Mobilization	\$1.00	mile	0	\$0.00
Subtotal				\$0.00

FEE ESTIMATE BREAKDOWN

TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
PROJECT ADMINISTRATION				
Project Manager	\$155.00	hour	0	\$0.00
Senior Project Manager	\$175.00	hour	0	\$0.00
Project Engineer (EIT)	\$115.00	hour	0	\$0.00
Project Engineer (PE)	\$135.00	hour	0	\$0.00
Geotechnical/Materials Engineer	\$195.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Project Completion Letter	\$195.00	hour	1	\$195.00
Subtotal				\$195.00
Technical Review & Administrative Fee	10% of total cost			\$1,229.60
TOTAL ESTIMATED FEE				\$13,525.60

FEE ESTIMATE BREAKDOWN

Project Name: 2023 Bond Program - High School				
Project Location: Devine, Texas				
TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
SOILS				
Laboratory Testing				
Moisture Density Relationship (TxDOT or ASTM)	\$319.00	each	2	\$638.00
Lime Series Curve (Tex-121-E, Part II)	\$466.00	each	0	\$0.00
Atterberg Limits	\$105.00	each	2	\$210.00
Sieve Analysis	\$105.00	each	2	\$210.00
Field Testing/Observation				
In-Place Nuclear Densities (Per Test)	\$39.00	each	34	\$1,326.00
Materials Technician	\$76.00	hour	42	\$3,192.00
Materials Technician (overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	14	\$784.00
Subtotal				\$6,360.00
REINFORCING STEEL OBSERVATIONS				
Field Observation/Testing				
Materials Technician	\$76.00	hour	12	\$912.00
Vehicle Travel Charge	\$56.00	trip	3	\$168.00
Subtotal				\$1,080.00
CONCRETE				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$34.00	each	20	\$680.00
Field Testing/Observation				
Materials Technician	\$76.00	hour	20	\$1,520.00
Materials Technician (overtime)	\$110.00	hour	2	\$220.00
Vehicle Travel Charge	\$56.00	trip	4	\$224.00
Subtotal				\$2,644.00
PIER OBSERVATIONS (Assumed a pier construction production rate of an average of about 8 piers/day)				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$34.00	each	5	\$170.00
Field Testing/Observation				
Materials Technician	\$76.00	hour	11	\$836.00
Materials Technician (overtime)	\$110.00	hour	4	\$440.00
Geotechnical Engineer	\$195.00	hour		\$0.00
Vehicle Travel Charge	\$56.00	trip	2	\$112.00
Subtotal				\$1,558.00

FEE ESTIMATE BREAKDOWN

TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
MASONRY				
Laboratory Testing				
Mortar Cubes	\$34.00	each	0	\$0.00
Compressive Strength Grout	\$34.00	each	0	\$0.00
Prism	\$325.00	each	0	\$0.00
Field Testing/Observation				
Materials Technician	\$76.00	hour	0	\$0.00
Materials Technician (overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00
THROUGH WALL FIRESTOP CAULKING PENETRATION OBSERVATIONS				
Field Testing/Observation				
Materials Technician	\$76.00	hour	8	\$608.00
Vehicle Travel Charge	\$56.00	trip	2	\$112.00
Subtotal				\$720.00
SPRAY-ON FIRE RESISTIVE MATERIALS				
Laboratory Testing				
Determination of Density	\$71.00	each	0	\$0.00
Field Testing/Observation				
Materials Technician (Thickness Measurements & Adhesion Testing)	\$76.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00
STRUCTURAL STEEL INSPECTION (4 Hour Minimum Trip Charge for CWI)				
Field Testing/Observation				
CWI Inspector	\$149.00	hour	15	\$2,235.00
CWI Inspector (overtime)	\$177.00	hour	0	\$0.00
Ultrasonic Testing - Daily Equipment	\$71.00	day	0	\$0.00
Radiographic Testing	\$0.00	Cost + 15%	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	3	\$168.00
Subtotal				\$2,403.00
WELDED PIPE INSPECTION (4 Hour Minimum Trip Charge for CWI)				
Field Testing/Observation				
CWI Inspector	\$149.00	hour	0	\$0.00
CWI Inspector (overtime)	\$177.00	hour	0	\$0.00
Ultrasonic Testing - Daily Equipment	\$71.00	day	0	\$0.00
Radiographic Testing	\$0.00	Cost + 15%	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00

FEE ESTIMATE BREAKDOWN

TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
ASPHALT				
Laboratory Testing				
Bag Sample (gradation, asphalt content, molding specimens, density of molded specimens, maximum theoretical specific gravity)	\$700.00	each	1	\$700.00
Density of Asphalt Cores	\$93.00	each	2	\$186.00
Field Testing/Observation				
In-Place Nuclear Densities (Per Test)	\$39.00	each	0	\$0.00
Generator for Coring	\$155.00	day	0	\$0.00
Coring Rig	\$150.00	day	0	\$0.00
Materials Technician	\$76.00	hour	8	\$608.00
Materials Technician (overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	2	\$112.00
Subtotal				\$1,606.00
POST TENSION STRESSING OBSERVATION				
Field Testing/Observation				
Materials Technician	\$76.00	hour	0	\$0.00
Materials Technician (Overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00
WOOD FRAMING INSPECTIONS				
Field Observation/Testing				
Materials Technician	\$76.00	hour	0	\$0.00
Materials Technician (Overtime)	\$110.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Subtotal				\$0.00
FLOOR FLATNESS/FLOOR LEVELNESS TESTING (minimum quantity charge of 12,000 ft² per trip to the site)				
Field Testing/Observation				
Floor Flatness/Floor Levelness Testing	\$0.045	ft ²	0	\$0.00
Estimated Number of Trips	0			
Total Miles (Round-Trip) Per Trip	0			
Subcontractor Mobilization	\$1.00	mile	0	\$0.00
Subtotal				\$0.00

FEE ESTIMATE BREAKDOWN

TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
PROJECT ADMINISTRATION				
Project Manager	\$155.00	hour	0	\$0.00
Senior Project Manager	\$175.00	hour	0	\$0.00
Project Engineer (EIT)	\$115.00	hour	0	\$0.00
Project Engineer (PE)	\$135.00	hour	0	\$0.00
Geotechnical/Materials Engineer	\$195.00	hour	0	\$0.00
Vehicle Travel Charge	\$56.00	trip	0	\$0.00
Project Completion Letter	\$195.00	hour	2	\$390.00
Subtotal				\$390.00
Technical Review & Administrative Fee	10% of total cost			\$1,676.10
TOTAL ESTIMATED FEE				\$18,437.10



STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.**

1.1 **RK.** Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 **CLIENT.** Person, entity or organization for which RK is rendering services regarding the Project.

1.3 **PROJECT.** The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 **CONTRACTOR.** Person, entity or organization providing construction services, including labor and material for the Project.

1.5 **SERVICES.** The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 **AGREEMENT.** RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing

the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans, specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a

warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT

communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS,**

DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.
21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.
22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT made as of this **15th day of August, 2025.**

BETWEEN the Owner:

**Devine Independent School District
605 W. Hondo Ave.
Devine, Texas 78016
(830) 851-0795**

and the Contractor:

Hellas Construction, Inc., a Texas corporation
**12000 West Parmer Lane
Austin, TX 78613
(512) 250-2910
(512) 250-1960, fax**

for the following Project:

Devine High School - Eight (8) Tennis Courts

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS AND SCOPE OF PROJECT

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project.

The entire agreement between Owner and Contractor with respect to the work required is expressed in this Agreement. This Agreement supersedes all proposals and negotiations not expressly set forth in this Agreement. This Agreement may not be changed or modified unless such change or modification is made in writing and signed by Owner and Contractor. Notwithstanding anything to the contrary, Contractor is not responsible for errors, inconsistencies, or omissions in the drawings or specifications, or other design documents not prepared by Contractor, including their failure to comply with applicable laws, statutes, ordinances, codes, rules or regulations, or requirements of governmental authorities. The Contract Documents consist of this Agreement and change orders mutually approved in writing by Contractor and Owner.

§ 1.2 This Agreement is comprised of the following documents:

1. Agreement Between Owner and Contractor.
2. Hellas Construction, Inc. proposal dated July 25, 2025, attached hereto as "Exhibit A" and incorporated herein by reference and made part of this Agreement to the same extent as if fully set forth herein.
3. Geotechnical Report, if any, prepared in the future related to the scope of Work, shall be considered incorporated herein by reference and made part of this Agreement to the same extent as if fully set forth herein.
4. Contractor's Cooperative Contract, entitled TIPS Contract Number 23020102 – Synthetic Turf or Natural Sports Fields, Grounds, Courts, and Tracks Goods and Services (JOC), incorporated herein by reference and made part of this Agreement to the same extent as if fully set forth herein.

§ 1.3 The Contractor shall complete the Work per Hellas Construction, Inc.'s proposal dated July 25, 2025, and attached hereto as "Exhibit A" and made part of this Agreement to the same extent as if fully set forth herein.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

August 25, 2025

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as a result of weather delays or causes beyond Contractor's control or as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

December 31, 2025

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum total value is made up of the following:

ONE MILLION EIGHT HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED SEVENTY UNITED STATES DOLLARS AND NO CENTS (\$1,824,970.00)

§ 3.2 Allowances, included in the Contract Sum:

1. Owner allowance for subgrade stabilization.

Add to proposal total

\$150,000.00

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

§ 4.2 The Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. **Each payment due to Hellas Construction, Inc. under this Agreement shall be paid by check, ACH, or wire transfer of funds to Hellas Construction Inc.'s account ending in 3135 from Plains Capital Bank only.** If made by wire transfer, such payments shall be marked so as to refer to this Agreement.

§ 4.3 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.4 Provided that an Application for Payment is received by the Owner not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

§ 4.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Owner may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 4.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 4.7 The amount of each progress payment shall first include:

1. That portion of the Contract Sum properly allocable to completed Work;

2. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

§ 4.8 The amount of each progress payment shall then be reduced by:

1. The aggregate of any amounts previously paid by the Owner;
2. The amount, if any, for Work that remains uncorrected and for which the Owner has previously withheld payment;
3. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
4. For Work performed or defects discovered since the last payment application, any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part; and
5. Retainage withheld pursuant to Section 4.10.

§ 4.9 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

§ 4.10 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold 5% as retainage from the payment otherwise due.

§ 4.11 Contractor shall provide Owner with a method of payment for services rendered by Contractor pursuant to this Agreement. If the Owner receives notice from Contractor or Contractor's representative of a change in payment method, Owner must, verify such change in payment method with a Contractor's executive and obtain confirmation in writing before issuing any payments through the new payment method. If Owner fails to obtain written confirmation from a Contractor's executive, and issues payment through a new payment method, Owner is still liable for making such payment(s) to Contractor through its authorized payment method.

ARTICLE 5 INSURANCE AND BONDS

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the completion of the work, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one million dollars each occurrence, two million dollars general aggregate, and two million dollars aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than one million dollars each accident, one million dollars each employee, and one million dollars policy limit.

§ 5.2 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.14.

§ 5.3 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.4 Unless specifically precluded by the Owner’s property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

§ 5.5 Owner’s Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance and shall provide property insurance to cover the value of the Owner’s property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner’s property insurance.

§ 5.6. Builder’s Risk Insurance

Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter Owner shall: (1) continue the insurance policy required under this Section or (2) replace, if necessary, the insurance policy required under this Section with property insurance written for the total value of the Project that shall remain in effect until expiration of all applicable warranty periods. If the insurance required by this Section is subject to deductibles or self-insured retentions, Owner shall be responsible for all loss not covered because of such deductibles or retentions. If the Work involves remodeling an existing structure or constructing an addition to an existing structure, Owner shall purchase and maintain, until the expiration of all applicable warranty periods, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work, and Owner shall be responsible for all co-insurance penalties. Prior to commencement of the Work, Owner shall provide evidence of the coverage required under this Section and, upon Contractor’s request, provide a complete copy of the property insurance policy or policies required by this Section. Within three (3) business days of the date Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section, Owner shall provide notice to Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of Contractor: (1) Contractor, upon receipt of notice from Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either Owner or Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) Owner waives all rights against Contractor and its subcontractors/suppliers of any tier to the extent any loss to Owner would have been covered by the insurance had it not expired or been cancelled.

§ 5.7 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

Type	Penal Sum (%)
Payment Bond	100%
Performance Bond	100%

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations. Contractor’s scope of work under this Agreement is stated under Article 1.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email delivery to that other party’s representative.

§ 6.5 The Owner’s Representative:

Dr. Todd Grandjean, Ed.D.
Superintendent
Devine Independent School District
605 W. Hondo Ave.
Devine, TX 78016
Phone: (830) 851-0795
Email: todd.grandjean@devineisd.org

§ 6.7 The Contractor’s Representative for Project Management and Change Orders under \$50,000:

Designated Project Manager
Hellas Construction, Inc.
12000 West Parmer Lane
Austin, TX 78613

§ 6.8 The Contractor’s Representative for Change Orders Over \$50,000, Claims and Disputes:

Mauricio Espinosa, Chief Operating Officer
Hellas Construction, Inc.
12000 West Parmer Lane
Austin, TX 78613
Phone: (512) 250-2910
Fax: (512) 250-1960
E-mail: m.espinosa@hellas.com

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.2 Contractor's Construction Schedule

The Contractor, upon request by the Owner, shall prepare and submit a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor may make substitutions with the written consent of the Owner through a Change Order.

§ 8.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Price Escalation – Materials and Supplies

In entering into this contract, the Owner and the Contractor acknowledge that supply and material prices are subject to escalation at any time after the execution of this Contract due to, without limitation, natural disasters, war, terrorism, domestic (both regional and national) and international market supply, demand or pressure, or other causes beyond the control of contractor. The parties to this Contract anticipate such escalations due to recent events affecting materials markets and anticipate that future events may cause further escalation; however, neither party can anticipate the magnitude of such escalation or the materials that may be affected. The Contractor agrees to use reasonable efforts to obtain materials at the most competitive available prices and in such time so as to avoid delay to the Work. The parties have further agreed that the Contractor shall be responsible for all the costs resulting from the escalation. The parties agree that the Contract Price shall be adjusted by Change Order to compensate the Contractor for the escalated price of such materials. The Contractor shall provide satisfactory documentation to the Owner and the Architect or Engineer, if one is so designated by the Contract Documents, to establish and demonstrate the difference between the Contractor's actual cost of any given material subject to escalation and the cost originally estimated by the Contractor. Prior to incurring additional costs for any material for

which Contractor will seek a Change Order under this paragraph, the Contractor shall provide written notice to the Owner and the Architect or Engineer, if there is one. Should any material or supply become commercially unavailable, the Contractor shall be entitled to an adjustment to the construction schedule through an extension of the Contract Time for the delay caused directly or indirectly by such commercial unavailability, unless the Owner and the Architect or Engineer promptly direct the use of an alternate material that is commercially available. The Contract Price shall be either increased or decreased by Change Order for the difference in price between the commercially unavailable material and the alternate material directed by the Owner and the Architect or Engineer if there is one.

§ 8.6 Warranty

Contractor warrants that the Work shall be executed in a good and workmanlike manner and in accordance with the Contract Documents. Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. Contractor is not responsible for any damage to finished components, systems, or other project elements caused by external forces beyond Contractor control or beyond design parameters not prepared by Contractor. If, prior to Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents, Owner shall promptly notify Contractor in writing. Unless Owner provides written acceptance of the condition, Contractor shall promptly correct the issue at its own cost and time and bear the expense of additional services required for such correction, provided that such work is covered by Contractor's warranty. Owner waives all claims and rights of recovery under Contractor's warranties, which are Owner's exclusive remedies, if Owner fails to furnish written notice to Contractor within the warranty period. ALL OTHER WARRANTIES ARE DISCLAIMED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR OTHERWISE. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.4.2.

§ 8.7 Taxes

The contract sum is exclusive of any taxes including but not limited to sales, consumer, use, and similar taxes assessed by any governmental entity arising as a result of the performance of the work under this agreement. Any such taxes required shall be paid to Contractor by the Owner in addition to the contract sum herein.

§ 8.8 Prevailing Wages

Contractor is required by law to pay prevailing wages unless the project is not subject to prevailing wages as confirmed by the Owner. If after execution of this Agreement, prevailing wages are found to be required and were not included in the contract sum per Owner's instructions, these shall be paid to Contractor by the Owner in addition to the contract sum herein, as well as any fees and/or penalties assessed by the State for non-compliance of this requirement. The contract sum shall be adjusted by change order accordingly.

§ 8.9 Permits, Fees and Notices

§ 8.9.1 The Contractor shall obtain the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work at Owner's expense.

§ 8.10 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Owner shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.11 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.12 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.13 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.14 INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER AND OWNER’S TRUSTEES, CONSULTANTS, OFFICERS, OWNER’S AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS’ FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN TO THE WORK ITSELF), BUT ONLY TO THE EXTENT CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER. SUCH OBLIGATIONS SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 8.14. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES.

§ 8.14.1 IN ADDITION TO THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE OWNER AND OWNER’S TRUSTEES, CONSULTANTS, OFFICERS, OWNER’S AGENTS AND EMPLOYEES OF ANY OF THEM (THE “INDEMNITEES”) FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS’ FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, BUT ONLY TO THE EXTENT CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE WHOSE ACTS THEY MAY BE LIABLE. THE INDEMNIFICATION OBLIGATIONS UNDER THIS SUBSECTION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR OWNER UNDER WORKER COMPENSATION ACTS, DISABILITY BENEFITS ACTS OR OTHER EMPLOYMENT BENEFIT ACTS.

§ 8.14.2 For claims against any person or entity indemnified under this Section 8.14 by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 8.14.1 shall not be limited

§ 8.15 Limitation on Damages Owner and Contractor waive any right to recover consequential, special, indirect, incidental, or similar damages arising out of or relating to this Agreement or the Work, regardless of the legal theory under which such damages may be sought. Contractor’s aggregate liability for damages arising out of or relating to this Agreement or the Work may not exceed 100% of the Contract Price, regardless of the legal theory, whether in contract, tort or otherwise, under which any damages may be sought.

ARTICLE 9 ARCHITECT – NOT APPLICABLE

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost, plus reasonable overhead and profit. Contractor reserves its right not to proceed with any Owner directed changes to the Work pursuant to Section 2251.0521 of the Texas Government Code.

§ 10.2 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

§ 10.3 Change Orders

§ 10.3.1 A Change Order is a written instrument prepared by the Contractor and signed by the Owner, and the Contractor stating their agreement upon all of the following:

1. The change in the Work;
2. The amount of the adjustment, if any, in the Contract Sum; and
3. The extent of the adjustment, if any, in the Contract Time.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes caused by acts or omissions of Owner or its architect, engineer, consultants, or contractors, changes in the Work or the sequencing of the Work ordered by Owner, decisions of Owner that impact the time of performance of the Work, or encountering hazardous materials, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, Contractor shall be entitled to an equitable adjustment in the Contract Time. Costs caused by such delays or by improperly timed activities shall be borne by the responsible party.

§ 11.3 Force Majeure

Neither Owner nor Contractor shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this Agreement is caused by events or conditions beyond the reasonable control of that party and are not due to the negligence or willful misconduct of such party. For purposes of this Agreement, such events and conditions shall include but are not limited to acts of God or public enemy, war, riot or civil commotion, strikes/labor disputes, epidemic, pandemic (excluding the novel virus otherwise known as coronavirus or "COVID-19", except for instances of impacts related to re-introduced governmental shutdowns following the execution of this Agreement), fire, adverse weather, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. The party impacted by such event or condition shall provide prompt written notice to the other party, including the date of inception of such event or condition and the extent to which it has or is reasonably expected to affect performance and shall undertake all reasonable efforts to mitigate the impact of such event or condition.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Progress Payments

§ 12.3.1 The Owner shall make payment in the manner provided in the Contract Documents. Should the Owner find reason to withhold payment or partial payment to the Contractor, Owner shall notify the Contractor within seven days of receipt of the Application for Payment. If notification is not made and Owner

fails to submit payment as per the manner provided in the Contract Documents, Contractor may stop the Work until payment of the amount owing has been received. The Contract time and Contract Sum shall be equitably adjusted due to the delay.

§ 12.3.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.3.3 If the Work is stopped under Section 12.3 for a period of fourteen (14) calendar days through no fault of the Contractor, the Contractor may, upon seven (7) additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 12.4 Substantial Completion

§ 12.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.4.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner who will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, the Owner shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all punch list items, if any, accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.4.3 If the Work is occupied or otherwise utilized by Owner, before Substantial Completion of the Work, the Work shall be deemed to be Substantially Complete.

§ 12.5 Final Completion and Final Payment

§ 12.5.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the punch list items complete, if any, the Owner will issue a final payment within fifteen (15) calendar days.

§ 12.5.2 Final payment shall not become due until the Contractor submits to the Owner any releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract if requested in writing at or before the time of Substantial Completion, otherwise final payment shall be due within fifteen (15) calendar days of Owner's acceptance as per 12.5.1.

§ 12.5.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct deficient Work rejected by the Owner if the Work fails to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange, and the Owner shall bear cost of tests, inspections, or approvals required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner requires additional testing, the Contractor shall perform those tests at the Owner's expense.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed and construed under the laws of the State of Texas without regard to conflict of laws provisions.

§ 15.4 Mediation

The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the terms of this Section. Request for mediation shall be initiated by giving the other party written notice. The parties agree to discuss in good faith with each other and with the mediator the exchange of relevant information prior to or during mediation if, in any party's view, such an exchange is necessary to engage in meaningful settlement discussions. Unless excused by the mediator, representatives of each party who have authority to resolve the dispute shall attend the mediation sessions. The parties agree that it, in the mediator's judgment, the attendance of non-signatories to the Agreement is necessary to or desirable in resolving the dispute, the mediator has discretion to request the voluntary attendance of those persons. The parties further agree that they will use their best efforts to obtain the voluntary attendance at mediation of all such non-signatories with whom they have a relationship or over whom they have influence or control. The initial mediation session will occur at a time mutually agreed on by the parties in consultation with the mediator, though no later than thirty (30) calendar days from service of the initial notice, unless otherwise agreed by the parties and the mediator. If the parties are unable to settle through mediation the matters to be mediated pursuant to this agreement, and the matter proceeds to litigation, the parties may by mutual agreement engage in further attempts to settle the dispute by mediation or other non-binding dispute resolution methods. It is the parties' intention that further mediation efforts be by mutual agreement only, and not by court order. The mediation mandated in this clause shall satisfy the requirements, if any, of court-annexed alternative dispute resolution programs.

The mediation will be deemed to continue, and thus not to have concluded, until: (a) a written settlement agreement is executed by all parties; or (b) the mediator gives written notice of conclusion of the mediation to the parties; or (c) a party gives written notice of withdrawal. No party may withdraw from the mediation until three (3) business days following the initial mediation session. Thereafter, if the matter has not been resolved, either party may by written notice withdraw from the mediation. Except as otherwise provided in this agreement, no party may initiate litigation prior to the conclusion of mediation as defined by this paragraph.

The mediator will be chosen by mutual agreement of the parties. If the parties cannot reach agreement on selection of a mediator within five (5) business days after service of the notice initiating mediation, then either party may initiate litigation in accordance with the terms of this Contract which shall be subject to abatement until such time as the tribunal appoints a mediator of the tribunal's choosing and the authorized mediation process is concluded.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.5 Binding Dispute Resolution

§ 15.5.1 Any Claim subject to, but not resolved by, mediation pursuant to Section 15.4, the method of dispute resolution shall be litigation in a court of competent jurisdiction in the county where the Project is located under trial proceedings by the court, solely. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO **(A)** CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND **(B)** ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

§ 15.5.2 A demand for litigation shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for litigation by the person or entity administering the mediation shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.5.3 The award rendered by the court shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.5.4 The foregoing agreement to litigate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.6 Attorneys' Fees

Any right to the recovery of attorney's fees available shall be governed and awarded pursuant to Texas Local Government Code Chapter 271.

§ 15.7 Anti-Boycott Statute

Pursuant to Texas Government Code Chapter 2271, if this Contract is valued at \$100,000 or more and if the Contractor has at least ten (10) full time employees, then the Contractor, by its execution of this Agreement represents and warrants (in addition to any other representations and warranties under this Agreement) to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship. ¹

§ 15.8 Payments Under Title IV-D

By executing this Agreement, Contractor certifies that under Section 231.006 of the Texas Family Code, that the individual or business entity named under this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.

§ 15.9 Designated Foreign Terrorist Organization

Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Agreement.

¹ **Note:** On April 25, 2022, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoying the enforcement of the then-current version of Texas Government Code Chapter 2271 in any state contract. After the date of the injunction, Chapter 2271 was amended to narrow its applicability and the new statutory requirement is as stated in Section 15.7 above. As the amended statute may not cure the entire breach of issues addressed by the injunction, therefore, the Owner agrees that it does not intend to seek enforcement of this statute until further order of the Court which issues the injunction or higher court have jurisdiction over the issue.

§ 15.10 No Boycott of Israel/No Business with Foreign Terrorist Organization Pursuant to Texas Government Code, Chapter 2252, Subchapter F, the Owner is or may be prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. Pursuant to Section 2270.002 of the Texas Government Code, the Owner is, or may be, prohibited from entering into a contract with a company for goods or services if that company boycotts Israel or boycotts Israel at any time during the term of the contract. Contractor has reviewed the above-referenced Government Code provisions and, insofar as the statute would apply to this contract, Contractor hereby warrants to the Owner that it is not a listed company under Texas Government Code Sections 806.051, 807.051, or 2252.153 and that it does not boycott Israel, and will not during the term of this contract; and the Contractor thereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading the Owner to determine that the Contractor was a listed company (Government Code Sections 806.051, 807.051 or 2252.153) at the time of procurement or that it has boycotted Israel during the term of this contract.

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

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

See TEX. GOV'T CODE § 809.001(1).

§15.13 Public Information Pursuant to Texas Government Code 552, Subchapter J, the Contractor agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the Owner or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the Owner in a fiscal year of the Owner. If the Owner receives a written request for public information related to this Contract that is in the possession or custody of the Contractor and not in the possession or custody of the Owner, the Owner shall send, not later than the third business day after the date the Owner receives the written request, a written request to the Contractor that Contractor provide that information to the District.

§15.13.1 The Contractor must:

- .1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the Owner for the duration of the Contract;
- .2 Promptly, within four business days, provide to the Owner any requested contracting information that is in the custody or possession of the Contractor upon request of the Owner; and,
- .3 On completion of the Contract, either:
 - a. Provide to the Owner at no cost all contracting information related to the Contract that is in the custody or possession of the Contractor; or
 - b. Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the Owner.
- .4 The requirements of Subchapter J, Chapter 552, Government Code may apply to this Contract, and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with the requirements of that subchapter.
- .5 Further, under Texas Government Code Chapter 552.372(c), the Owner may not accept a bid for or awarding of a contract to an entity that the Owner has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the Owner determines and documents that the entity has taken adequate steps to ensure future compliance.
- .6 If the Contractor fails to provide the Owner the requested information, Texas Government Code Chapter 552.373 requires the Owner to notify the Contractor in writing of the failure and allow ten (10) business days to cure the violation. The Owner may terminate the Contract if Contractor fails to remedy the failure, the Owner determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

§ 15.14 Small Unmanned Aircraft (Drones)

§ 15.14.1 The Contractor shall operate any Small Unmanned Aircraft as required by 14 C.F.R. Part 107, as applicable, and in accordance with any other applicable federal or state laws and regulations.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Owner

§ 16.1.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors unless breached by subcontractors;
3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4. otherwise materially breaches a provision of the Contract Documents.

§ 16.1.2 When any of the above reasons exist, the Owner may, after giving the Contractor and the Contractor's surety, if any, seven (7) calendar days' written notice, terminate employment of the Contractor and may

1. take possession of the site and of all materials thereon owned by the Contractor, and
2. finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.1.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.1.1, the Contractor shall be paid for work completed by the Contractor up until the date of receipt of Owner's termination notice. Notwithstanding the foregoing, Owner shall have a right to determine the amount of final payment to be made to the Contractor. In determining the amount of final payment to Contractor, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; further, an adjustment shall be made to the extent of any actual and direct costs incurred by the Owner due to a termination for cause.

§ 16.1.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. This obligation for payment shall survive termination of the Contract.

§ 16.2 Termination by the Contractor

§ 16.2.1 The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
3. Because the Owner has not made a payment and has not notified the Contractor of the reason for withholding payment within the time stated in the Contract Documents; or

§ 16.2.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, repeated suspensions, delays, or interruptions of the entire Work by the Owner, Owner's representatives or other contractors hired by Owner constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 16.2.3 If one of the reasons described in Section 16.2.1 or 16.2.2 exists, the Contractor may, upon seven (7) calendar days' notice to the Owner and/or Architect, terminate the Contract and recover from the Owner payment for Work executed, reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination to cover such costs including but not limited to demobilization of Contractor's equipment, material and employees and preparation and hand-over of any required documentation required or requested by the Owner.

§ 16.2.4 If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional calendar days' notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 16.2.3.

ARTICLE 17 OTHER TERMS AND CONDITIONS

§ 17.1 Joint Drafting

This Agreement was jointly drafted, and Owner and Contractor had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of Owner or Contractor Party, but rather shall be construed in a neutral manner.

§ 17.2 No Waiver

Unless otherwise provided in the Agreement, the failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to

exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

§ 17.3 No Third Party Beneficiaries.

This Agreement is solely for the benefit of the signatories hereto.

§ 17.4 Entire Agreement

The terms and conditions set forth herein constitute and represent the entire and integrated Agreement between the parties hereto and supersedes all prior contemporaneous negotiations, representations, understandings or agreements, either written or oral. This Agreement shall not be modified except by a written instrument signed by the authorized representatives of parties.

§ 17.5 Severability

Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If any provision of this Agreement, or portion thereof, is found invalid, only such provision or portion thereof shall be ineffective and no other terms in the remaining provisions of this Agreement or valid portions of such provision shall be affected.

§ 17.6 Amendment

The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by both Owner and Contractor ("Modification"). No person is authorized on behalf of Owner or Contractor to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the parties' duties or obligations under or arising out of the Contract Documents. No "constructive" changes shall be allowed.

§ 17.7 CONSENT TO CONTRACTING BY ELECTRONIC MEANS. By entering into and executing this Agreement using electronic signatures, Owner and Contractor consent and intend to, but shall not be required to: (i) conduct this transaction by electronic means and (ii) use electronic signatures and records in connection with this Agreement, other documents issued under this Agreement, and any amendments thereto. Owner and Contractor agree and intend for their respective electronic signatures hereto to be given full legal effect and enforceability for the purposes of any applicable law. The Agreement also may be executed in two or more counterparts, all of which taken together shall constitute one document.

SIGNATURES

This Agreement is entered into as of the date first written above. Photocopy, scanned and/or electronic signatures are legally binding and intended to be given full force and effect in execution of this Agreement.

OWNER:
**DEVINE INDEPENDENT SCHOOL
DISTRICT**

CONTRACTOR:
HELLAS CONSTRUCTION, INC.

*Shannon Kelley, SVP of Estimating &
Forecasting*

DATE

EXHIBIT "A"



July 25, 2025

Todd Grandjean
Superintendent
Devine ISD
(512) 595 1801
Todd.grandjean@devineisd.org

RE: Devine High School
Eight (8) Tennis Courts Proposal

Hellas is pleased to provide you with this proposal. Pricing is based on Hellas' current cooperative contract entitled TIPS Contract Number 23020102 – Synthetic Turf or Natural Sports Fields, Grounds, Courts, and Tracks Goods and Services (JOC). Through this contract, Hellas' products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services. Cooperative member is fully responsible for review of any contract award for compliance with the member's jurisdictional procurement requirements.

General Conditions

Hellas will:

1. Provide project insurance, supervision and mobilization.
2. Provide performance and payment bonds.
3. Provide, prior to construction, construction drawings.
4. Provide, prior to construction, all required submittals.
5. Provide final punch-out and clean-up of the completed project.

TENNIS COURTS BASE PROPOSAL

Existing Conditions

Hellas scope of work:

1. Construct one (1) construction entrance.
2. Remove 6" of topsoil. Excavated materials will be stockpiled onsite per owner's direction.

Subgrade

Hellas scope of work:

1. Scarify subgrade material to 6" depth, grade and compact to proper planarity and density.
2. Follow recommendations in Geotechnical Evaluation Report by ECS SOUTHWEST, LLP ECS Project No. 20:2282 for 1" PVR or less as shown in section 4.0 DESIGN RECOMMENDATIONS.

Sidewalks

Hellas scope of work:

1. Sidewalks - Construct ±6,529 square feet of concrete sidewalks.

Fence

Hellas scope of work:

1. Furnish and install ±1,568 feet of 10' tall vinyl coated chain link fence including 484 feet of 10' windscreen (four short sides only) and four (4) single gates.
2. Furnish and install ±280 feet of 4' tall vinyl coated chain link fence (four short sides in front of the bleachers and shade structures).

Post Tensioned Slab

Hellas will:

1. Provide and place 2" of fines for a leveling course.
2. Provide and place 10mil vapor barrier.
3. Construct ±51,234 square feet of post tensioned slab, with tendon spacing per engineering.

Athletic Equipment

Hellas will:

1. Furnish and install eight (8) sets of 3" Edwards Classic Net Posts and Nets.

Special Equipment

Hellas will:

1. Furnish and install four (4) 12'x20' T post shade structures in the sidewalks between the courts.
2. Furnish and install four (4) 3 row by 15'-0" non elevated angle frame bleachers (Galvanized steel) for 25 seats capacity.

Eight (8) Tennis Court Surfacing (51,234 SF)

Hellas will:

1. Clean off each court with a pressure washer and blower to remove all dirt and debris and acid wash the new concrete surface. All bird baths will be patched with TPS 5000® Rhinofill crack filler.
2. Apply one (1) coat of TPS 5000® Acrylic Surface at a rate of 0.7 gal/SY.
3. Apply two (2) coats of TPS 5000® Fortified Acrylic Color Coating.
4. Layout and paint 2" wide lines using Line Tape Sealer as a primer coat to ensure razor sharp edges. Paint shall be TPS 5000® White Line Paint and painted in accordance to USTA specifications.

The temperature must be 50 degrees and rising with minimal wind for any surfacing activities.

Tennis Courts Base Proposal Price

\$1,389,381.00

WARRANTY ON SURFACING: Upon receipt of full payment for the value of this contract, Hellas will warrant its workmanship against defects for a period of one (1) year from the effective date. This warranty shall apply only to conditions caused by defective workmanship furnished by Hellas Construction, Inc.

WARRANTY ON SURFACING: This Warranty shall be in force for a period of 12 months and the colored surface will not wear through for a period of twelve months from the effective date.

Breakdown			
Item	Deduct	Add	Total
05.01.2025 Price			\$ 1,190,432.00
Remove existing asphal	\$ (1,754.00)		\$ (1,754.00)
Excavation & Select fill		\$82,872.00	\$ 82,872.00
French drain (add 260 lf)		\$10,745.00	\$ 10,745.00
Mow strip (add 544 lf) inc: exterior expansion joints		\$41,230.00	\$ 41,230.00
Flatworks (add 3552 sf)		\$46,382.00	\$ 46,382.00
Bleachers (add 2 ea)	\$ (12,360.00)	\$24,720.00	\$ 12,360.00
Fence (add 533 lf) (10' & 4' fence)		\$46,391.00	\$ 46,391.00
Shade structure (deduct 2 & diferent system)	\$(120,869.00)	\$81,592.00	\$ (39,277.00)
		Total	\$ 1,389,381.00

Pricing valid for 60 days from the date of this proposal and subject to cancellation at 90 days.

PROPOSAL ALTERNATES

1. Add alternate for resurfacing (only) the four (4) existing tennis courts (24,265 sf) including remove and replace 120 lineal feet of expansion joint, this proposal **does not** include cracks repair, athletic equipment, any electrical work, any fence work or any other item not mentioned. If significant surface delamination, cracks or any other issues are found during the initial preparation, additional charges may apply for necessary repairs. Add to base proposal.

Add alternate 1 Amount \$ 44,639.00

2. Add alternate to provide and install lighting for the new eight (8) new tennis courts:
 - a. 48 Fixtures for Field Lighting GeoSport CLIR-TSL - Standard Visor.
 - b. 6, Concrete Encased Direct Embedded Steel Sports Lighting Poles. Engineered Stamped foundation design to be provided upon award of project.
 - c. Pre-wired plug and play crossarms down to remote fuse distribution panel.
 - d. Remote fuse distribution panel inclusive of individual fixture fusing, additional 75kA surge protection and disconnect per pole.
 - e. 10 Year Manufacturers' Warranty.
 - f. Onsite pushbutton manual on/off controls.
 - g. No electrical or audio/video work is being provided.
 - h. Any electrical work outside of what is included in narrative above.

Drilling and trenching are based on normal soil conditions without consideration of rock removal. Engineered Stamped foundation design to be provided upon award of project based on typical soils. Pricing is subject to adjustment if a geotechnical report is provided by the owner and soil conditions require additional installation consideration. Add to base proposal.

Add alternate 3 Amount \$240,950.00

Pricing valid for 60 days from the date of this proposal and subject to cancellation at 90 days.

OWNER ALLOWANCES (TENNIS COURTS)

1. Owner allowance for subgrade stabilization.

Add to proposal total \$150,000.00

ITEMIZED PROPOSAL PRICES

1. Base Bid	\$1,389,381.00
2. Existing four (4) Tennis Courts Resurfacing	\$ 44,639.00
3. Tennis Courts Lighting	\$ 240,950.00
4. Owner Allowance	\$ 150,000.00
BASE BID TOTAL	\$1,824,970.00

Pricing valid for 60 days from the date of this proposal and subject to cancellation at 90 days.

EXCLUSIONS

1. Any item of work not specifically listed above.
2. Utility relocation.
3. Any form of subgrade stabilization.
4. Existing drainage system repairs.
5. Poor subgrade soils – Subgrade remediation in proposal based on report by ECS SOUTHWEST, LLP ECS Project No. 20:2282 for 1" PVR or less as shown in section 4.0 DESIGN RECOMMENDATIONS. No chemical stabilization included in this proposal.
6. Geotechnical Investigation.
7. Rock excavation or haul off.
8. Any embankment or processing of imported soils.
9. Any concrete work other than mentioned above.
10. Any asphalt paving.
11. Any electrical work.
12. Any fence work other than mentioned above.
13. Engineering.
14. Construction materials inspection and testing.
15. Supply or installation of perimeter safety or construction fencing.
16. Site security.
17. Any Allowances.
18. Taxes.
19. Prevailing or union wages.
20. Any permits, administration fees, or any other fees, including any utility impact fees generated by construction improvements.
21. Owner shall provide laydown area and ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
22. Owner to supply secure laydown area for Hellas materials

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

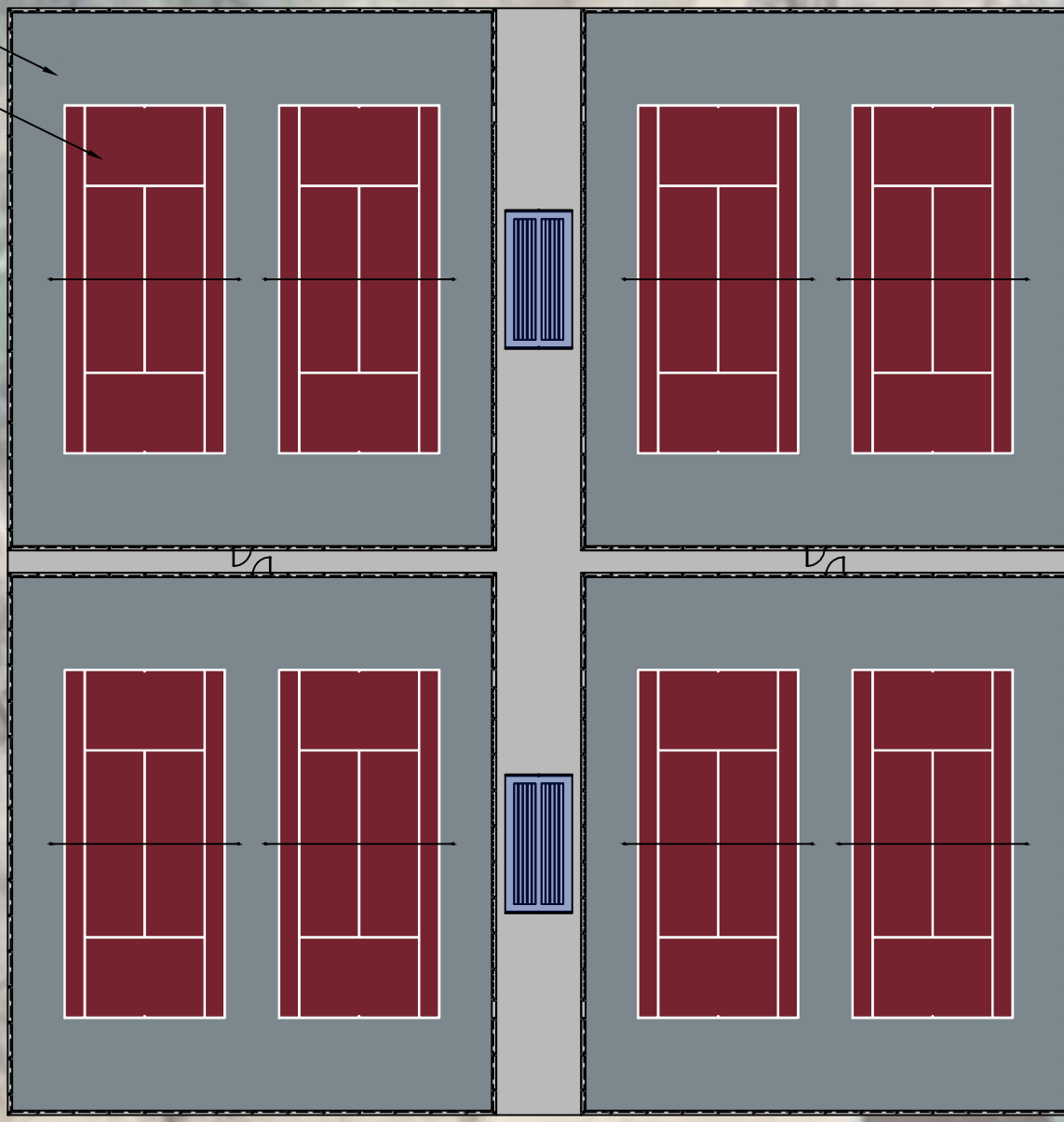
Hellas looks forward to the award of this project and is eager to work with you.



Juan Carlos Chávez
Estimator
Hellas Construction, Inc.

NOTES:
 1. COLOR RENDERING FOR CONCEPTUAL PURPOSES ONLY
 2. LIGHTING SHOWN IN THIS RENDERING IS FOR CONCEPTUAL PURPOSES ONLY. LIGHTING DESIGN TO BE PROVIDED BY LIGHTING ENGINEER.

TPS 5000 SILVER GRAY
 TPS 5000 BRICK RED



Hellas
 A TENCATE COMPANY
 Hellas Construction, Inc. (P) (512) 250-2910
 12000 West Parmer Lane (F) (512) 250-1960
 Austin, TX 78613 hellasconstruction.com

OWNER:
 Devine ISD
 Devine High School
 1225 W. Hondo Ave., Devine, TX 78016
 830-851-0895

PROJECT:
 TYPICAL POST-TENSION TENNIS
 DESIGN
 PROJECT LOCATION:
 DEVINE, TEXAS

TPS COURT SURFACES

157

COMMENTS:
 Drawing scale accurate ONLY when printed on 11x17 paper.

CREATED BY: GDR

All drawings and written material appearing herein constitute original unpublished work, and may not be duplicated, used or disclosed without the written consent of Hellas Construction, Inc.

DATE:
 JULY 24, 2024

REVISION:
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SHEET TITLE:
 COLOR RENDERING
 SHEET NUMBER:
 1

© 2020

SCALE: 1:40



MEASUREMENTS & QUANTITIES	
FEATURES/MATERIALS	DETAILS
P-T SLAB SURFACE AREA	12,809 SF (PER)
TENNIS COURT SURFACE AREA (COMBINED)	51,234 SF
PROPOSED REIN. CONC. MOW STRIP	1,848 LF
PROPOSED 10' TALL FENCE	1,512 LF
PROPOSED 4' TALL FENCE	280 LF
PROPOSED REIN. CONC. FLATWORK	6,529 SF
SYNTHETIC FIBER REINFORCEMENT	1.5 LBS/CY



Hellas
A TENCATE COMPANY

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TYPICAL POST-TENSION TENNIS DESIGN

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REVISION:
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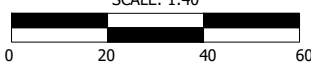
SHEET TITLE:
COLOR RENDERING :
EXISTING

SHEET NUMBER:
1

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SCALE: 1:40





Devine Independent School District Board of Trustees Agenda Document

Meeting Date: August 18, 2025

Agenda Item: Adopt Resolution Regarding Public Health Related School Closure

Background Information:

The Board delegates to the Superintendent the authority to close schools for reasons of public health and safety. [EB (LOCAL)]

If the Board chooses to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, then that authorization shall be by resolution or other Board action and shall reflect the purpose served by the expenditure. [DEA (LOCAL)]

Administrative Consideration:

Due to welding of the high school stair case, smoke and fumes created poor air quality in the high school on July 31, 2025, and there was a campus-wide power outage due to construction on August 1, 2025. Superintendent Grandjean made the decision to close the high school office for ½ day on Thursday, July 31, 2025. and a full day on Friday August 1, 2025 for the safety and well-being of staff. The following hourly staff members were idled: Nancy Martin, Vicki Fraga, and Amber Lopez.

Budgetary Consideration:

Salaries are already included in the budget.

Supporting Documents:

Resolution

Recommendation:

Adopt Resolution Regarding Public Health Related School Closure.

Respectfully Submitted by:



Dr. Todd Grandjean
Superintendent of Schools



Devine Independent School District

605 W. Hondo Ave., Devine, Texas 78016

(830) 851-0795 Fax (830) 663-6706

Dr. Todd Grandjean, Superintendent

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE DEVINE INDEPENDENT SCHOOL DISTRICT
REGARDING PUBLIC HEALTH RELATED CLOSURE OF SCHOOL**

WHEREAS, the ongoing 2023 Bond Project Construction caused poor air quality and a power outage, resulted in the physical closure of the high school office in the Devine Independent School District (“Devine ISD”), for ½ day on July 31, 2025 and full day on August 1, 2025 due to concern about the health and well-being of staff; and

WHEREAS the Board acknowledges that during an emergency closing, some District employees, through circumstances completely beyond their control, were instructed not to report for work. The Board concludes that a need exists to address wage payments for employees who were idled;

WHEREAS employees who were instructed not to report to work may suffer a loss of pay unless the hours are made up at a later date. The Board concludes that continuing wage payments to all employees, contractual, noncontractual, and paid (excludes non-paid employees) during the emergency closing caused by poor air quality and the interruption to power serves the public purposes of maintaining morale, community safety, reducing turnover, and ensuring continuity of District staffing.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of Devine Independent School District authorizes continued wage payments to all employees, contractual, noncontractual, and paid (excludes non-paid employees), who were instructed not to report to work during the emergency closing.

BE IT FURTHER RESOLVED that the Board determines that the missed hours due to the weather related closure will not be made up and hereby authorizes the Superintendent of Devine ISD to excuse the hours of absence of Devine ISD employees and pay all employees (contractual, noncontractual, and paid (excludes non-paid employees)) full compensation for those hours and for non-exempt employees (contractual, noncontractual, and paid (excludes non-paid employees)), hours, for those employees instructed not to report to work.

The authority granted by this resolution to continue wage payments to idled employees is effective for the closure of ½ day on July 31, 2025 and full day on August 1, 2025, not to exceed 12 hours, unless the Board takes action to authorize payment for a longer duration.

Adopted this _____ (date) day of _____ (month), 2025, by the
Board of Trustees.

Presiding Officer

Secretary



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: August 18, 2025

Agenda Item: SB 12 Resolution

Background Information:

SB12 was passed by the 89th Legislation session giving extensive parental rights and becomes effective on September 1, 2025. TASB Policy Service will not have the policy update for this bill until October, however, they offered this resolution to assist with compliance and understanding.

Administrative Consideration:

This bill relates to parental rights in public education, including requirements and prohibitions regarding instruction; diversity, equity and inclusion duties; assistance with District student social transitioning; and student clubs. A copy of this resolution will be provided to all district employees and contractors electronically and physically.

Budgetary Consideration:

This will not affect the budget

Supporting Documents:

Resolution

Recommendation:

Adopt the resolution

Respectfully Submitted by:


Todd Grandjean
Superintendent of Schools



Resolution Regarding Senate Bill 12 and Parent Rights

WHEREAS, Senate Bill 12 from the 89th legislative session relates to parental rights in public education, including requirements and prohibitions regarding instruction; diversity, equity and inclusion duties; assistance with District student social transitioning; and student clubs;

WHEREAS, Senate Bill 12 becomes effective on September 1, 2025; and

WHEREAS, local policies relating to matters in Senate Bill 12 will be adopted as soon as practicable, but after the effective date.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Devine Independent School District directs all staff and contractors to comply with the following requirements and directives:

1. All policies shall be implemented and followed;
2. Parental rights, including the right to direct the moral and religious training of the parent's child, make decisions concerning the child's education, and consent to medical, psychiatric, and psychological treatment of the parent's child will not be infringed unless required by law or to provide life-saving care to the child;
3. Except as required by state or federal law, employees and contractors may not assign diversity, equity, and inclusion duties to any person, and the District hereby prohibits a District employee, contractor, or volunteer from engaging in diversity, equity, and inclusion duties at, for, or on behalf of the District;
4. An employee or contractor who intentionally or knowingly engages in or assigns to another person diversity, equity, and inclusion duties or engages in prohibited instruction will be appropriately disciplined, up to and including termination;
5. Employees of the District are prohibited from assisting a student enrolled in the District with social transitioning, including providing any information about social transitioning or providing guidelines intended to assist a person with social transitioning;
6. No information about a parent's child may be withheld from the parent unless required by law, and parents are entitled to access all written records of the District concerning the parent's child, including library records and health records. Information may be withheld if disclosure is likely to result in the student suffering abuse or neglect;
7. Information regarding a parent's right to access records relating to the parent's child shall be posted on the District's home page of the internet website;
8. Instructional plans or course syllabi for each class offered in the District for a semester must be posted on the District's internet website at the beginning of each semester;
9. The Superintendent is directed to provide for an internet portal through which parents of students enrolled in the District may submit comments to campus or District administrators and the Board;
10. The Board shall prioritize public comments by hearing comments at the beginning of each Board meeting;

11. The Board will only hold Board meetings outside of typical work hours;
12. Parents are entitled to notice no later than one school business day after the date an employee first suspects that a criminal offense has been committed against the parent's child;
13. Employees are not prohibited from providing parents with information regarding a student's mental, emotional, or physical health or well-being or a change in services provided to or monitoring of the student related to the student's mental, emotional, or physical health or well-being;
14. No employee will encourage or have the effect of encouraging a student to withhold from the student's parent information about the student's mental, emotional, or physical health or well-being;
15. Employees may not discourage or prohibit parental knowledge of or involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being;
16. Unless authorized by law, no employee may disclose a child's health or medical information to any person other than the child's parent;
17. Unless authorized by law, no employee may collect, use, store, or disclose to any person other than the child's parent a child's biometric identifiers;
18. Unless authorized by law, no employee will provide health care services or medication or conduct a medical procedure to a student;
19. All grievances received by the District on or after September 1, 2025, will comply with the legal requirements in Texas Education Code Chapter 26A;
20. Before a student may be provided with human sexuality instruction, the District must obtain the written consent of the student's parent in the manner prescribed by law;
21. No employee may provide or allow a third party to provide instruction, guidance, activities, or programming regarding sexual orientation or gender identity to students enrolled in prekindergarten through grade 12;
22. Each parent will be provided at least two opportunities for in-person conferences with the child's teacher during each school year;
23. No student club authorized or sponsored by the District may be based on sexual orientation or gender identity;
24. Written parental consent is required before a student may participate in a student club authorized or sponsored by the District or campus;
25. The Superintendent is directed to provide a copy of this resolution to all District employees and contractors electronically and physically.

Adopted this ____ (date) day of _____ (month), _____ (year), by the Board.

Board President's signature: _____

Board Secretary's signature: _____

