

Notice of Regular Meeting

The Board of Trustees Devine ISD

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

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

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

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

2. Pledge of Allegiance and Invocation

3. Citizen Communication

A. Public Comment for Non-Agenda Items

B. Public Address for Items on the Agenda

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

A. Public Comments

5. Adopt Devine ISD 2026 - 2027 Budget

6. Adopt Devine ISD 2025 - 2026 Final Amended Budget

7. Administrative Reports and Discussion

A. Central Office Reports

1. Superintendent's Reports, Todd Grandjean

a. Monthly Report on 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. 2023 Bond Projects Update

c. Monthly Activity Calendar

d. District Event Calendar

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

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

B. Business Office Reports, Chief Financial Officer, Shannon Ramirez	
1. Monthly reports on taxes, cafeteria, investments, cash flow	
2. Payment of Bills	
8. Consent Agenda	
A. Minutes of Board Meeting (s)	4
B. Approve Region 20 Commitments	9
C. Approve Communities in Schools to Provide Mental Health Services	11
D. Approve the Application for Optional Flexible School Day Program	27
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B. Consider and Take Possible Action to Approve Final Application Payments to Weaver & Jacobs for the Softball Field Project	30
C. Consider and Take Possible Action Regarding Board Policy FDA (Local) Admissions: Interdistrict Transfers and to set Transfer Student Tuition	34
D. Consider and take possible action to approve policy update 127	47
1. (LEGAL) Policies	
2. (LOCAL) Policies (see list below)	
E. Consider and Take Possible Action to Approve Revisions to CFB (Local) Accounting Inventories.	79
F. Consider and Take Possible Action to Approve the Assignment of a Second School Resource Officer (SRO) from the Devine Police Department	81
G. Consider and Take Possible Action Regarding Approval of a Revised Interlocal Agreement with the City of Devine for the Provision of School Resource Officer (SRO) Services and the Purchase of a Police Vehicle	85
10. Closed Session	
A. Personnel (TGC 551.074)	
1. Personnel Update	
2. Consider and Discuss Superintendent's Goals & Objectives	
11. Reconvene from Closed Session	
12. Adjournment	

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

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

For the Board of Trustees



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: June 15, 2026

Agenda Item: Minutes of Board Meeting (s)

Background Information:

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

Administrative Consideration:

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

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

Budgetary Consideration:

None

Supporting Documents:

BE (LOCAL) Board Meetings

Recommendation:

Approve minutes for the Regular Board Meeting on May 18, 2026 and the Called Meeting on June 1, 2026.

Respectfully Submitted by:

Geri Woods
Superintendent's Secretary

Approved by:

Todd Grandjean
Superintendent of Schools

Minutes of Regular Meeting

The Board of Trustees

Devine ISD

A Regular Meeting of the Board of Trustees of Devine ISD was held on Monday, May 18, 2026 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, Alixana Buvinghausen, Chris Davis, Candace Esparza, Britny Stricker

Guests Present: Gloria Moreno, Adam Moreno, Sarah Moreno, Ronda Shelton, Linsey Outlaw, Linda McAnelly, Doug Bull, Robby Brown, Kandy Stein, Shelby Haass, Charles Stricker, Cooper Stricker, Chloe Stricker, Charlie Stricker.

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

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

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

2. Pledge of Allegiance and Invocation led by Nancy Pepper

3. Citizen Communication

A. Public Comment for Non-Agenda Items

Robby Brown spoke regarding placing speed bumps on Warhorse Drive. Linsey Outlaw spoke on the Teacher Incentive Allotment.

B. Public Address for Items on the Agenda. None.

4. Administer Statement of Elected Officer and Oath of Office to District 3, and District 4 Trustees. Britny Stricker and Nancy Pepper were sworn in by Notary Public, Geri Woods.

5. Recognize Outgoing Board Member

Todd Grandjean recognized Henry Moreno for his years of service to Devine ISD and presented him with a plaque.

At this time, Henry Moreno left the meeting, and Britny Stricker took her place at the board table. Board Secretary, Keri James, resumed the meeting as presiding officer.

6. Closed Session

Keri James stated for the record that the Board of Trustees, beginning at 6:51 p.m., will convene in a closed session in accordance with the Texas Open Meetings Act, for the purpose of discussing items listed under Texas Government Code Section 551.074. NO FINAL ACTION, DECISIONS, OR VOTES WILL BE TAKEN WHILE THE BOARD IS IN EXECUTIVE SESSION.

7. Reconvene from Closed Session

The board reconvened in open session at 7:08 p.m.

8. Action Items Discussed in Closed Session

A. Personnel

1. Reorganization of Board Officers

- a. Carl Brown nominated Nancy Pepper for School Board President. There being no further nominations, Nancy Pepper was elected by acclamation.

President Pepper resumed duties as presiding officer at this time.

- b. Ali Buvinghausen nominated Carl Brown for School Board Vice-President. There being no further nominations, Carl Brown was elected by acclamation.

- c. Chris Davis nominated Keri James for School Board Secretary. There being no further nominations, Keri James was elected by acclamation.

B. Consider and take possible action to appoint Board Governance Committee Members

Keri James moved and seconded by Ali Buvinghausen to appoint committee members as follows: Executive Committee Nancy Pepper and Todd Grandjean; Facilities Committee Candace Esparza, Ali Buvinghausen, and Chris Davis; Audit Committee Nancy Pepper, Keri James, and Ali Buvinghausen; Policy Committee Candace Esparza, Carl Brown, and Britny Stricker; Safety and Security Committee Britny Stricker, Carl Brown, and Chris Davis. This motion passed, 7-0. Those in favor: Brown, Buvinghausen, Davis, Esparza, James, Pepper, Stricker. Those opposed: 0

9. Public Hearing on Accelerated Instruction Program

Michael Gomez provided report on the accelerated instruction program at the high school.

10. Administrative Reports and Discussion

A. Central Office Reports

- a. Superintendent's Monthly Reports on Board Priorities, Bond Projects, Safety & Security Report, Monthly Activity Calendar, and District Event Calendar

2. Director of HR/Info Mgmt Monthly Report

3. Director of Special Education Monthly Reports

B. Business Office Monthly Reports and Payment of Bills

C. Principals' Reports on Campus Activities

1. Devine High School Principal's Report

2. Devine Middle School Principal's Report

3. Devine Intermediate School Principal's Report

4. JJ Ciavarra Elementary School Principal's Report

5. Devine Learning Center/DAEP Principal Monthly Reports

D. Directors' Monthly Reports

11. Consent Agenda

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

- A. Minutes of regular Board Meeting on April 20, 2026, and Called Meetings on May 5, 2026, and May 12, 2026.

12. Action Item(s):

- A. Candace Esparza moved and seconded by Carl Brown to Approve Innovative Courses as presented. This motion Passed, 7-0. Those in favor: Brown, Buvinghausen, Davis, Esparza, James, Pepper, Stricker. Those opposed: 0

- B. Candace Esparza moved and seconded by Keri James to Adopt the 2026-2027 Compensation Plan as presented. This motion Passed, 7-0. Those in favor: Brown, Buvinghausen, Davis, Esparza, James, Pepper, Stricker. Those opposed: 0

- C. Consider and discuss the budget and take possible action to set a date for a third budget workshop, if needed. After discussion it was determined that a third budget workshop was not needed; no action taken.

D. Carl Brown moved and seconded by Alixana Buvinghausen to set June 15, 2026 for public hearing to adopt the budget as presented. This motion Passed, 7-0. Those in favor: Brown, Buvinghausen, Davis, Esparza, James, Pepper, Stricker. Those opposed: 0

13. Closed Session

Nancy Pepper stated for the record that the Board of Trustees, beginning at 7:46 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.

14. Reconvene from Closed Session

The board reconvened in open session at 9:33 p.m.

15. Action Items Discussed in Closed Session

A. Personnel

1. Alixana Buvinghausen moved and seconded by Candace Esparza to increase the superintendent's salary as discussed in closed session. This motion Passed, 7-0. Those in favor: Brown, Buvinghausen, Davis, Esparza, James, Pepper, Stricker. Those opposed: 0

16. Adjournment

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

Meeting adjourned at 9:34 p.m.

Board President

Board Secretary

Minutes of Called Meeting

The Board of Trustees

Devine ISD

A Called Meeting of the Board of Trustees of Devine ISD was held on Monday, June 1, 2026 beginning at 6:30 PM in the Administration Building, 605 W Hondo Ave., Devine, TX 78016

Board Members Present: Nancy Pepper (President), Keri James (Secretary), Chris Davis, Candace Esparza, Britny Stricker.

Board Members Absent: Carl Brown (Vice-President), Alixana Buvinghausen

Guests Present: Shelby Haass, Ronda Shelton

School Officials Present: Dr. Todd Grandjean (Superintendent), 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 6:31 p.m. and stated for the record that a quorum of board members was present, that this meeting had been duly called, and that notice of this meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. She further stated that trustees Keri James, Chris Davis, Britny Stricker, Candace Esparza, and Nancy Pepper were present.

2. Citizen Communication

A. Public Address for Items on the Agenda. None.

3. Candace Esparza moved and seconded by Chris Davis to approve the purchase agreement for TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program as presented. This motion passed, 5-0. Those in favor: Davis, Esparza, James, Pepper, Stricker. Those opposed:

0. Those Absent: Brown, Buvinghausen

4. Consider and Take Possible Action Regarding Compensation for Staff Members Who Have Reached the Maximum of their Pay Scale

Chris Davis moved and seconded by Candace Esparza to allow salaries to go above the maximum for the 2026-27 school year. This motion passed, 5-0. Those in favor: Davis, Esparza, James, Pepper, Stricker. Those opposed:

0. Those Absent: Brown, Buvinghausen

5. Adjournment

Keri James moved and seconded by Candace Esparza to adjourn. This motion passed, 5-0. Those in favor: Davis, Esparza, James, Pepper, Stricker. Those opposed: 0. Those Absent: Brown, Buvinghausen

Meeting adjourned at 7:06 p.m.

Board President

Board Secretary



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: June 15, 2026

Agenda Item: Approval of ESC, Region 20 Commitments not to exceed the amount of \$ 141,695.00.

Background Information:

The Education Service Center offers services to the schools within its area. The District has enrolled in services for the 2026-2027 school year. Services includes our student software, business software, professional development, purchasing cooperatives, technology services, counseling cooperative, Eduphoria (test data management) and TCMPC (formerly TEKS Resource curriculum).

Administrative Consideration:

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

Budgetary Consideration:

The total cost of the commitments is \$141,695.00 and is accounted for in various accounts throughout the 2026-2027 recommended budget.

Supporting Documents:

Recommendation:

Approve the Education Service Center, Region 20 Commitments.

Respectfully Submitted by:

Shannon Ramirez
Director of Finance

Approved by:

Todd Grandjean
Superintendent of Schools

Commitment Group	Commitment Offering	Price
ASCENDER Student & Business Software System	ASCENDER Business Software Support and Hosting	\$21,647.44
ASCENDER Student & Business Software System	ASCENDER Student LEA Customized Support Sessions	\$4,200.00
ASCENDER Student & Business Software System	ASCENDER Student Software Support and Hosting	\$32,205.28
ASCENDER Student & Business Software System	TSDS/PEIMS Support : ASCENDER LEAs	\$2,092.99
Bilingual Coop	Bilingual Coop	\$2,415.00
Bus Driver Physical Exam	Bus Driver Physical Exam	\$0.00
Career and Technical Education (CTE) Support Cooperative	Career and Technical Education (CTE) Support Cooperative	\$4,271.00
Culinary Support Services	Culinary Services Operational Support	\$900.00
Culinary Support Services	Culinary Services Technical Assistance	\$1,700.00
Drug and Alcohol Testing	Drug and Alcohol Testing (Driver)	\$0.00
Eduphoria!	Eduphoria Aware Premium + Strive Package Conversion	\$15,700.00
Eduphoria!	Facilities and Events	\$2,040.00
Eduphoria!	Helpdesk	\$2,440.00
Eduphoria!	Strive	\$4,780.00
Eduphoria!	TEKSbank Test Generator Add-On	\$2,894.10
Elevate20 Cooperative	Elevate20 Cooperative	\$7,000.00
Field Services	Board Training Cooperative	\$2,500.00
Finance and Federal Programs	Business Manager Cooperative	\$3,900.00
Gifted/Talented Services Cooperative	Gifted/Talented Services Cooperative	\$5,000.00
Human Capital Services (HCS)	Human Resources (HR) Leadership and Recruitment Services	\$2,400.00
Library Resources Cooperative	Library Resources Cooperative for Public and Charter Schools	\$1,669.08
Region 20 Purchasing Cooperative	Option I - General Supplies	\$875.00
Region 20 Purchasing Cooperative	Option II - Educational Technology	\$772.00
School Counselor Cooperative	School Counselor Cooperative	\$2,000.00
School Safety Cooperative	School Safety Cooperative	\$2,000.00
Texas 20 Purchasing Cooperative	Commercial Food Service Purchasing	\$0.00
Texas Curriculum Management Program Cooperative (TCMPC)	TCMPC Pre-K Add-On	\$0.00
Texas Curriculum Management Program Cooperative (TCMPC)	Texas Curriculum Management Program Cooperative (TCMPC)	\$16,292.25
		<u>\$141,694.14</u>



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: June 15, 2026

Agenda Item: Devine ISD Mental Health Counseling Program 2026-2027

Background Information:

Devine ISD has made providing a Mental Health Counseling Program for students and staff a priority beginning in 2019. The program looks to bring a Licensed Professional Counselor to DISD on a daily basis to work with students that must meet criteria and be referred by the campus counselors for evaluation. These students and their families may not have access to help otherwise.

Administrative Consideration:

The District has posted and communicated with three counseling programs: Communities in Schools - San Antonio (CISSA), K-Star, and Bluebonnet. Each provides counseling outside of school, and one does not have LPCs. CISSA is the only comprehensive program that would provide a LPC to Devine on a daily basis.

Budgetary Consideration:

\$90,640 has been budgeted for a Counseling program

Supporting Documents:

CISSA Delivery of Services

Recommendation:

Approve CISSA to provide a Mental Health Counseling program, as they not only provide a Licensed Professional Counselor to DISD daily, but they would have the resources of the entire CISSA.

Respectfully Submitted by:

Dawn Schneider
Director of Student Services

Approved by:

Todd Grandjean
Superintendent of Schools



CIS-SA Scope of Work

School Year 2026-2027

This Long Term Project Access Program (the “Project Access”) is made and entered into this [●] day of [●], 2026, by and between **Devine ISD** (hereinafter referred to as “**DISD**”), and Communities In Schools of San Antonio (hereinafter referred to as “**CIS-SA**”), a nonprofit corporation located at 1045 Cheever Blvd. Suite 201, San Antonio, Texas 78217. **DISD** and CIS-SA are collectively referred to as the “Parties” and individually as a “Party.”

WHEREAS, pursuant to that certain Service Delivery Agreement dated [●], 2026 (the “Agreement”) by and between **DISD** and CIS-SA, CIS-SA has agreed to provide certain CIS-SA approved services and resources into the identified campus settings to attempt to facilitate the academic and personal success of students experiencing the effects of at-risk environments by providing a range of services to those students upon the terms and conditions set forth therein;

WHEREAS, capitalized terms used in this Project Access and not otherwise defined herein shall have the meanings given such terms in the Agreement; and

WHEREAS, in connection with the Agreement, CIS-SA has agreed to, and **DISD** desires that CIS-SA, provide or cause to be provided certain Services (as defined below) during the Term (as defined below), upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the covenants set forth below and the benefits to be derived, the Parties agree as follows:

1. Services; Services Standard.
 - (a) Pursuant to the terms of this Agreement, CIS-SA agrees to provide, or cause to be provided, for the benefit of **DISD** and each CIS-SA Project, the services described in Exhibit A (each category of services, a “Service Category” and all such Service Categories, collectively, the “Services”) during the Term (as defined below).
 - (b) Notwithstanding anything to the contrary contained in this Agreement, CIS-SA shall not have any obligation to: (i) provide any services that do not comport with CIS-SA Standards or (ii) provide any services outside the Scope of Services (as defined under the Agreement).

Campus Name(s): Enter text.

CIS-SA Staff Name: Enter text.

CIS-SA Affiliate Name: San Antonio

PROGRAM: Long-Term Project Access

PROGRAM DESCRIPTION: The CIS-SA Long-Term Project Access program provides intensive counseling services over the course of the school year to non-traditional case-managed students and their families. The goal of this program is to bring counseling services to students at their school because many of the families CIS-SA works with have a difficult time accessing outside counseling services due to money, transportation, time limitations, lack of adult support, and/or the stigma related to mental health. Students referred to the Long-Term Project Access program do not need to be enrolled in CIS-SA prior to being referred to a CIS-SA licensed mental health clinician.



CAMPUS SERVICE DELIVERY PLAN

AT A GLANCE

School Year 2026-2027

SCOPE OF WORK (Project Summary/Abstract):

Main Objective: Long-term Project Access’s licensed mental health clinician’s have a caseload of at least 25 students and 330 counseling sessions per school year.

Program Activities: Project Access creates a cohesive system of mental healthcare for students, expanding access to counseling services by connecting social workers and community health providers to youth and families directly in school. CIS-SA’s Project Access licensed mental health clinicians’ partner with a school Point of Contact (POC) such as a school counselor, Family Engagement Coordinator, school administrator, etc who work on-campus daily to identify high-risk youth and provide interventions tailored to their specific needs. Prior to submitting a Project Access referral, POC’s must make initial parent/guardian and student contact to introduce Communities In Schools of San Antonio and the Project Access counseling program and to collect verbal confirmation that the parent/guardian and student are interested in participating. Once verbal consent is received, POC’s will submit an Outside Agency Referral form from the CIS-SA database to the PA counselor before any clinical services may begin. Students are typically referred to clinical services who demonstrate warning signs of underlying mental health issues, from mood and behavioral changes to difficulty concentrating, intense feelings and harmful behavior. This program is a crucial resource for students struggling with socio-emotional and behavioral issues that might otherwise lead to truancy, delinquency, self-harm, or violence. All clinical staff are trained in Dialectical Behavior Therapy (DBT), a structured, skills-based therapy that is highly effective in helping students dealing with suicidal ideation, drug use and trauma. Additionally, although our clinical staff typically work independently with their unique caseloads, when a crisis or tragedy occurs on a school campus, then our whole clinical team will deploy to the campus for a period of time to help both adults and students recover from the trauma they have experienced.

All programs and services are provided free of charge.

SERVICE PLAN:

Describe the program’s service plan and hours of operation.

Within each partner district, CIS-SA will position 1 full-time, dedicated staff member – a licensed mental health clinician – to facilitate the following program services: Referral coordination and management, Intake and Assessment, Creation of Treatment Plan, Delivery of Student Sessions, Home Visits and Guardian Sessions, Monitoring and Adjustment of Services, and Evaluation.

Service Hours: M – F 8:00am – 4:30pm; occasional weekend and after-school hours

TARGET POPULATION:



CIS-SA Scope of Work

School Year 2026-2027

CIS-SA will recruit and accept referrals for clients who are currently enrolled at any Devine ISD school campus.

**SERVICE DELIVERY AGREEMENT
BY AND BETWEEN
DEVINE INDEPENDENT SCHOOL DISTRICT
as Service Recipient
AND
COMMUNITIES IN SCHOOLS OF SAN ANTONIO
as Service Provider**

This Service Delivery Agreement (as may be amended and supplemented from time to time, the “Agreement”), dated as of April 20, 2026, for the period indicated herein during school year 2026-2027, by and between the **Devine Independent School District** (“DISD” or “Service Recipient”), and **Communities In Schools of San Antonio** (“CIS-SA” or “Service Provider”), a nonprofit corporation located at 1045 Cheever Blvd. Suite 201, San Antonio, Texas 78217, sets out to establish the relationships and responsibilities of both parties in the implementation of Campus Agreements, substantially in the form attached hereto as Exhibit A, including Service Delivery Plans thereunder, and certain supplemental projects as may be provided within the Scope of Services with respect to all DISD school campuses (each school campus being an “CIS-SA Project” and all DISD school campuses being the “CIS-SA Projects”). Todd Grandjean, Superintendent of Schools, ratifies and affirms the provisions, relationships and responsibilities set out herein on behalf of the DISD Board of Trustees by his execution of this Agreement. DISD and CIS-SA shall each be referred to as a “Party” and together, the “Parties.”

WHEREAS it is the intent of the Parties hereto to bring the services and resources contemplated hereunder to the identified school settings in an effort to facilitate the academic and personal success of students experiencing the effects of at-risk environments; and

WHEREAS it is the intent of the Parties hereto to maintain a cooperative, interactive and supportive relationship among and between the Parties for the benefit of the students served;

NOW, THEREFORE, in consideration of the mutual covenants and fees provided for herein, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement agree to the following:

A. The Parties mutually agree as follows:

1. **Term; Termination**. The term of this Agreement shall be from August 1, 2026 through July 31, 2027 (the “Term”). This Agreement may be terminated by either Party upon providing written notice to the other Party thirty days in advance of termination. If either Party terminates the Agreement, CIS-SA’s performance obligations shall immediately cease and CIS-SA shall be entitled to receive compensation for services performed and related costs incurred up to the date of termination. If termination occurs in the middle of the payment period, compensation shall be prorated against the monthly payment next due in relation to the services performed and related costs incurred by CIS-SA under this Agreement.

2. Relationship of the Parties.

- (a) CIS-SA will approve and assign CIS-SA employees and agency repositioned staff to designated CIS-SA Projects. While assigned to each CIS-SA Project, (i) CIS-SA personnel remain the employees of CIS-SA, (ii) agency repositioned staff remain the employees of the assigning agency, (iii) both CIS-SA employees and agency repositioned staff remain under the direct supervision of the assigned CIS-SA supervisor and (iv) the actions of all CIS-SA employees and repositioned staff are carried out under the auspices of CIS-SA supervisors and the Campus Principal in accordance with the mutually agreed Campus Agreement for the school year. CIS-SA staff shall follow procedures for disciplinary action and grievance outlined in the CIS-SA personnel policies and consistent with state law and DISD district policy.
- (b) It is understood and agreed that CIS-SA is an independent contractor, that all personnel retained by CIS-SA or assigned by CIS-SA to designated CIS-SA Projects shall not for any purpose be deemed employees or agents of DISD and that nothing in this Agreement is intended and nothing shall be construed to create an agency, employer/employee, partnership, joint venture or other similar relationship between CIS-SA and DISD. CIS-SA assumes full responsibility for the actions of CIS-SA personnel while performing any services incident to this Agreement, and CIS-SA shall remain solely responsible for their supervision, daily direction and control, payment of salary, including withholding of income taxes and social security, worker's compensation, disability benefits and like requirements and obligations. In no event shall DISD be liable for any action of officials, agents, administrators or employees of CIS-SA. CIS-SA will not be required to provide any Services the provision of which would violate any applicable laws, including the Federal Educational Rights and Privacy Act ("FERPA") and other laws relating to student records and the privacy of personal information of students, or applicable agreements.

3. Governing Authority; Compliance with Laws.

- (a) CIS-SA shall follow national, state and local CIS policies and ethical standards for service provision, as well as applicable written DISD policies and regulations that have been provided to CIS-SA, with the condition that more restrictive DISD policies and regulations (legal and local) have priority application under the terms of this Agreement.
- (b) Both Parties shall follow all applicable federal, state, and local laws and regulations, including laws relating to student records and the privacy of personal information of students, including but not limited to FERPA.

4. Campus Agreement and Service Delivery Plan. CIS-SA and each DISD school campus may enter into a Campus Agreement, substantially in the form attached hereto as Exhibit A, including Service Delivery Plans thereunder. Pursuant to each

Campus Agreement, each semester CIS-SA and the applicable DISD campus will mutually agree on the scope and implementation of services and resources for the Fall, Spring and Summer semester, which will be documented in a Service Delivery Plan, substantially in the form attached to the Campus Agreement in Exhibit A. CIS-SA will submit, on a per-semester basis, a Service Delivery Plan to the school Principal for review, discussion and approval. The Campus Agreement and Service Delivery Plan will specify the CIS-SA Project activities that are aligned to the individual campus needs and that CIS-SA will undertake in the upcoming semester (the “Services”).

5. **Coordination of Services.** The CIS-SA site staff, the school Principal, and the school’s site-based decision-making committee shall proceed in a joint coordination of Services. Communication between these entities will be ongoing to address case management and other programmatic issues. In order to promote awareness and presence of CIS-SA Services on campus, DISD will permit CIS-SA staff to wear collared CIS-SA branded or co-branded articles outside of spirit days and/or “casual” Friday.

B. CIS-SA agrees to undertake the following:

1. **Scope of Services.** Under this Agreement, “Scope of Services” shall mean CIS-SA’s provision of a range of integrated student support services for identified students including:
 - (a) counseling and/or supportive guidance;
 - (b) education and academic enhancement activities;
 - (c) parental and family involvement activities;
 - (d) health and social service referrals;
 - (e) pre-employment skills training and career awareness activities; and
 - (f) educational and cultural enrichment opportunities.

During state mandated testing, CIS-SA will be available to support the school with student and family issues that may arise. The term “Scope of Services” shall expressly exclude additional duties that are normally assigned to school personnel (administrative, clerical, test prompter/administrator, specific campus assignments or otherwise) and/or are otherwise outside the scope of this Agreement.

2. **Additional Services.** From time to time, DISD may desire additional services from CIS-SA not specifically addressed herein. Any such additional services shall be requested by DISD in writing. If CIS-SA, in its sole discretion, agrees to provide such additional services, such additional personnel and resources for the benefit of students will, upon the mutual agreement in writing by the Parties at the time, be considered part of this Agreement (including the Campus Agreement, Service Delivery Plan or other supplemental project documentation, as applicable) and will thereafter be deemed to be “Services” for the purposes of this Agreement.

3. **Student Case Files.** CIS-SA maintains and retains case files on each assigned student containing all relevant data requisite to the case and to CIS-SA Project criteria. Case records will only be released in accordance with the Confidentiality of Mental Health Information statutes under Texas Civil Law, FERPA, and other applicable state and federal law.
4. **CIS-SA Project Oversight.** CIS-SA agrees to provide management, administrative, logistical and technical support to each CIS-SA Project to ensure the success of the CIS-SA Project's service delivery initiatives. The CIS-SA Site Coordinator, under the supervision of the CIS-SA supervisor and in cooperation with the CIS-SA Management Team (under the direction of the CIS-SA President/CEO and Board of Directors), is responsible for oversight of CIS-SA Project activities.
5. **Reporting Obligations.** CIS-SA shall notify the school Principal, Counselor, and appropriate legal authorities, as per applicable federal, state and local laws, policies and procedures, cases presented to CIS-SA staff that involve the following issues: (a) suicide threats; (b) violent behavior; (c) child abuse or neglect; (d) sexual abuse or harassment; (e) legal custody; or (f) drugs or weapons. The Principal, Counselor and/or other school staff will assume responsibility for handling cases involving the aforementioned issues, however, CIS-SA shall assist in the resolution of any collateral issues when requested by the Principal and/or Counselor, as appropriate.
6. **Data Collection in Emergencies.** To the extent permitted by applicable laws, including in emergency situations, CIS-SA may gather data on and provide services to students without written parent consent when acting at the request and on the behalf of the school and/or district. CIS-SA will ensure written consent has been obtained from the student's parent, guardian or managing conservator to the extent required by Section 38.010 of the Texas Education Code before on-going services are rendered, or as otherwise required by applicable laws, including FERPA.
7. **Background Investigations.** CIS-SA agrees to comply with criminal history background investigations, including school district fingerprint checks, for all agency staff pursuant to Texas Education Code 22.0834 and 22.08341. All volunteers (excluding one-time event volunteers) will also undergo a criminal history check prior to being assigned to a CIS-SA campus. CIS-SA staff will be subject to any other internal security procedures used by DISD. In the event DISD's criminal history check conducted on any CIS-SA employee results in such employee not being able to begin or continue their placement at DISD due to their criminal history, DISD shall immediately notify CIS-SA that a criminal history check was conducted and that such employee's placement is to be terminated on the basis of such criminal history check.

C. DISD agrees to undertake the following:

1. **Fees.** DISD will provide \$90,640.00 in service delivery fees to CIS-SA, with

payments of \$9,064.00 to be made on a monthly basis, over 10 months, from September 1, 2026 to June 1, 2027, for the Term of this Agreement to Communities In Schools of San Antonio, 1045 Cheever Blvd. Suite 201, San Antonio, Texas 78217 (the “Service Delivery Fee”). CIS-SA will issue monthly invoices by the 5th business day of each month, covering the prior month. In the event of a staff vacancy at a campus of two weeks or greater, no Service Delivery Fee for that campus will be due for that month. Invoices are due and payable within 30 days of receiving an invoice. In the event of early termination of this Agreement, the last monthly payment shall be prorated in relation to services rendered and related costs incurred. The DISD authorized point of contact for all billing and invoicing needs is:

NAME: _____

TITLE: _____

ADDRESS: _____

EMAIL: _____

2. **Office Space.** DISD will provide office space with telephone service, access to copy and fax machines, a designated computer, access to available intranet and/or internet capabilities, necessary office furniture, and equipment sufficient to facilitate the efficient delivery of services to students within the CIS-SA Project. In addition, DISD will provide a secure office space conducive to accommodate confidential services.
3. **Approval of Service Delivery Plans.** Approval of the Fall, Spring and Summer Service Delivery Plans will be made within two weeks of submittal to the school Principal. The CIS-SA Projects will be included in the Campus Improvement Plan.
4. **Campus Crisis Management Team.** Each school Principal shall provide the CIS-SA Site Coordinator with the names and responsibilities of the Campus Crisis Management Team and update that information continually.
5. **Reporting Obligations.**
 - (a) In accordance with state law and DISD policy, DISD will investigate and, if required, report to the appropriate authorities any cases presented to DISD by CIS-SA under Section B.5 of this Agreement. DISD and CIS-SA agree that nothing contained in this Agreement will create (1) any additional responsibilities to or liabilities for any third party on the part of DISD or CIS-SA; or (2) a contractual relationship or a cause of action in favor of a third party against either DISD or CIS-SA.
 - (b) DISD will notify the CIS-SA Chief Executive Officer of any incident or allegation involving CIS-SA personnel, in addition to any actions taken as required by law or district policy.
 - (c) The school Principal and/or designee shall inform the CIS-SA Site Coordinator in writing of any and all developments, policy changes or other issues arising

within DISD or the school that directly affect or have the potential to affect the provisions of this Agreement or the operation of the CIS-SA Project. In addition, CIS-SA Site Coordinators will be trained on all Campus Emergency Response Plans.

6. **Coordination of Services.** The campus Counselor and/or designee will conduct coordination of services meetings to include the CIS-SA Site Coordinators and campus-based entities that provide counseling and social services.
7. **Student Information and Data.** Pursuant to the TEC, §33.154(a)(7)(B), each school district that participates in a CIS program shall provide to the local CIS or developing program necessary student information and data for each student whose parent or legal guardian has authorized in writing that educational records be shared with the CIS program and the Texas Education Agency (“TEA”). Such information and data may include records on a student’s academic achievement, promotion, attendance, disciplinary referrals, free/reduced-price lunch status, at-risk status, or health-related information in accordance with the written authorization obtained by the local CIS program from the student’s parent or legal guardian.
8. **FERPA School Official Exemption.** To the extent CIS-SA or CIS-SA staff gather data or records that are considered “education records” under FERPA without written parent consent pursuant to the “school official” exception in FERPA’s implementing regulations at 34 CFR 99.31(a)(1)(i), each school or school district that participates in a CIS program shall appropriately notify parents pursuant to FERPA’s implementing regulations at 34 CFR 99.7. A local CIS program or developing program may provide this information and data to the TEA in accordance with the grant application.
9. **CIS-SA Evaluation Tool.** The CIS-SA evaluation tool will be administered by the student’s CIS-SA Site Coordinator during the Term. Parents or guardians will be asked to review and sign a consent form that gives permission for participation in the CIS-SA Program and for their child to complete the evaluation tool. Using a pretest/posttest measure, in addition to other data that CIS-SA may collect during the Term, CIS-SA will evaluate each CIS-SA Project. The evaluation tool will include but is not limited to teacher, guardian, or student self-reports on social and emotional development and behavioral health.
10. **CIS-SA Service Delivery Data.** DISD may request, and CIS-SA will provide as soon as is practical, overall CIS-SA Project service delivery data for specified periods of time which has been maintained by CIS-SA in formats consistent with its organizational requirements.

Nothing herein shall prohibit DISD from providing information to CIS-SA without parental permission when not otherwise prohibited under state or federal law or regulation.

This Agreement constitutes the full and total understanding and agreement of the Parties, and

any modification, amendment or alteration hereof must be agreed in writing by all Parties hereto.

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either the DISD or CIS-SA in their respective rights and obligations contained in the valid terms, covenants, or conditions hereof.

This Agreement is and will be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. The Parties consent to exclusive jurisdiction and venue of state court sitting in Bexar County, Texas

IN WITNESS WHEREOF, this Agreement is effective on the last Date of Approval shown below.

COMMUNITIES IN SCHOOLS OF SAN ANTONIO

DEVINE INDEPENDENT SCHOOL DISTRICT

By _____
President/CEO

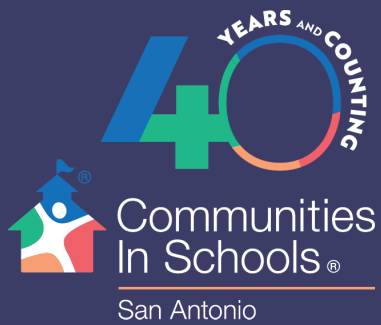
By _____
Superintendent

Date of Approval: _____

Date of Approval: _____

Exhibit A
Form of Campus Agreement

[See Attached]



Devine ISD
Aug 2025 - May 2026

32

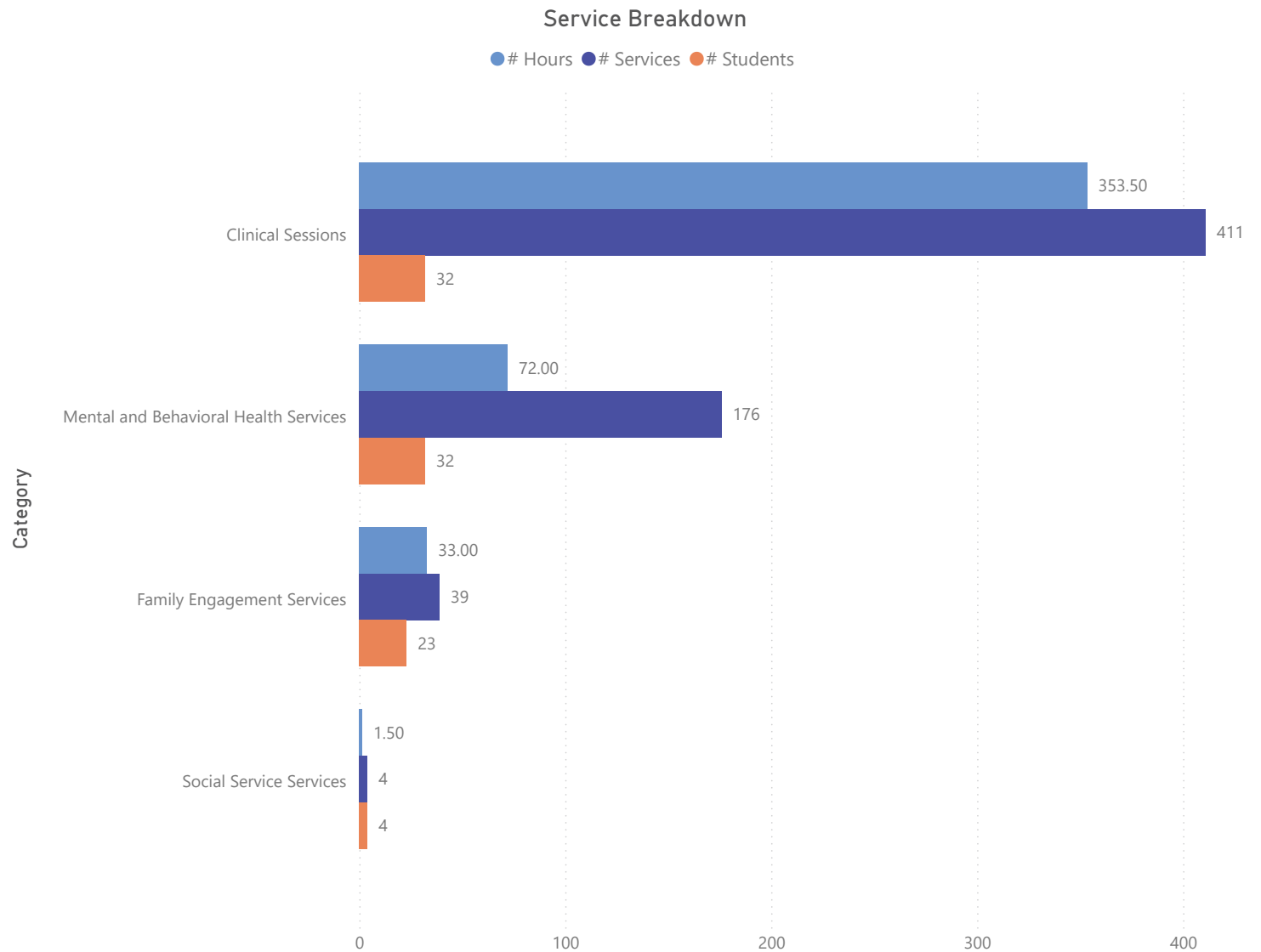
Students Enrolled YTD

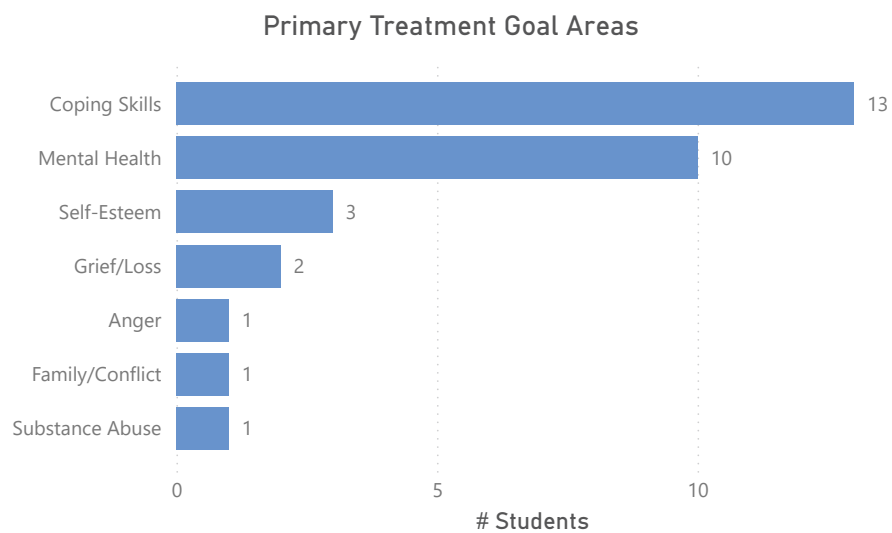
460

Service Hours

630

Direct Services





Goals are generally not defined until the 3rd or 4th session, so newly enrolled students or students who terminate services early may not have documented goals.

Outcomes

for students whose final session occurred in this reporting period

23
Completed

23
Improved

100%
% Improved



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: June 15, 2026

Agenda Item: Optional Flexible School Day Program Application (OFSDP)

Background Information:

The goal of the Optional Flexible School Day Program is to allow students an opportunity to have flexible hours in order to be successful and receive a high school diploma by offering courses needed for graduation while the district receives funding for students in attendance. The program has two main objectives. The first objective is to allow a student who has dropped out of school or is in danger of dropping out of school an option other than the regular classroom setting or school day. The second objective is to enable a student the opportunity to recover credits lost due to lack of attendance. The program will go into effect 30 days after the application is submitted.

Administrative Consideration:

Budgetary Consideration:

Students attending the Devine Learning Academy utilize a flexible schedule to attend school and manage other aspects of their lives. Using the OFSDP to record attendance will allow the district the greatest benefit in FSP funding.

Supporting Documents:

OFSDP Application

Recommendation:

Adopt the 2026-2027 OFSDP Application

Respectfully Submitted by:

Dawn Schneider
Director of Student Services

Approved by:

Todd Grandjean
Superintendent of Schools



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: June 15, 2026

Agenda Item: Staff Development Waiver

Background Information:

The Staff Development Minutes Waiver allows districts to substitute up to 2,100 instructional minutes per year with professional development designed to improve student achievement. Districts may use these minutes through early releases, late starts, staff development days, or a combination of these options. Waiver minutes may only be used during the student instructional year and cannot be applied before the first day or after the last day of student instruction. On partial student attendance days, districts must provide at least 120 minutes of student instruction to receive full ADA funding, and any waiver minutes reported must reflect actual staff development time provided.

Administrative Consideration:

The Staff Development Minutes Waiver proposal was reviewed and supported by the District Educational Improvement Council (DEIC) at its meeting on May 21, 2026. DEIC recommended that waiver days be paired with staff workdays to provide employees with additional planning and preparation time. On the proposed waiver days, 300 minutes will be designated for professional development, with the remainder of the day reserved for staff work time.

The academic calendar was reviewed by district administration and the Superintendent to identify the most effective opportunities for staff development. Professional development conducted during these waiver periods will focus on instructional improvement and school safety initiatives.

Administration recommends utilizing 300 waiver minutes on the following staff development/workdays:

- August 28, 2026
- September 18, 2026
- October 30, 2026
- January 4, 2027
- February 12, 2027
- March 15, 2027

Administration also recommends the following early-release days for students, which would include 300 minutes of student instruction and 150 minutes of professional development waiver time:

- December 17, 2026
- May 27, 2027

These proposed dates would provide a total of 2,100 Staff Development Waiver minutes for the 2026–2027 school year.

Budgetary Consideration:

None

Supporting Documents:

2026-2027 Instructional Calendar with suggested waiver days

Recommendation:

It is recommended that the Board approve the Staff Development Waiver

Respectfully Submitted by:


Dr. Todd Grandjean
Superintendent of Schools

Devine Independent School District 2026-2027 Academic Calendar (Proposed PD Waiver Days)

District Holidays	
August 28	Proposed PD Waiver Day/No School
Sept 4	District Flex Day/No School
Sept 18	Proposed PD Waiver Day/No School
Sept 7	Labor Day Holiday
Oct 9	District Flex Day/No School
Oct 12	Columbus Day Holiday
Oct 30	Proposed PD Waiver Day/No School
Nov 13	District Flex Day/No School
Nov 23-27	Thanksgiving Holidays
Dec 18-Jan 1	Christmas Day
Jan 4	Proposed PD Waiver Day/No School
Jan 18	MLK Holiday
Jan 28-29	Stock Show Days
Feb 5	District Flex Day/No School
Feb 12	Proposed PD Waiver Day/No School
Feb 15	President's Day
Feb 26	District Flex Day/No School
Mar 8-12	Spring Break
Mar 15	Proposed PD Waiver Day/No School
Mar 26-29	Easter Break
Apr 30	District Flex Day/No School
May 14	District Flex Day/No School
May 31	Memorial Day Holiday

Key	
{ }	Beginning/End of Six weeks
	Student & Staff Holiday
	Student Early Release—1 pm/Proposed PD waiver
	In Service / Student Holiday
	District Flex Day/No School
	Bad Weather Make-up Day (2 days)
	STAAR Testing
*	Comp Day

Important Dates

First Day of School – August 11, 2026
Last Day of School – May 27, 2027
High School Graduation – May 28, 2027

6-week Reporting Periods		
Begins	Ends	Days/Minutes
Aug 11	Sept 18	27/11,850
Sept 21	Oct 30	28/12,450
Nov 2	Dec 17	28/12,600
Jan 4	Feb 12	26/11,400
Feb 15	Apr 9	31/13,800
Apr 12	May 27	30/13,500
75600 - req	Total	170/75,600

STAAR Testing Windows

Apr 5-16 Grades 3-8 Reading Language Arts, Eng 1 & 2
Apr 12-23 Grade 5 & 8 Science, Grade 8 Social
Studies, Bio, US History
Apr 19-30 Grades 3-8 math, algebra 1
Jun 14-25 Alg 1, Eng 1, Eng 2, Bio, US History

Devine Independent School District
605 West Hondo, Devine, TX 78016
Phone: 830-851-0725 Fax: 830-663-6706

www.devineisd.org

Pending Board Adoption

JULY '26

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST '26

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30	31					

SEPTEMBER '26

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OCTOBER '26

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NOVEMBER '26

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29	30					

DECEMBER '26

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JANUARY '27

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24	25	26	27	28	29	30
31						

FEBRUARY '27

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28						

MARCH '27

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21	22	23	24	25	26	27
28	29	30	31			

APRIL '27

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18	19	20	21	22	23	24
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MAY '27

S	M	T	W	Th	F	S
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23	24	25	26	27	28	29
30	31					

JUNE '27

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: June 15, 2026

Agenda Item: Final Payment for Softball Field Project

Background Information:

The Board previously approved the softball field improvement project and committed funding from the District's fund balance for its completion. The project has now been substantially completed in accordance with the approved scope of work, and the District has received a request for final payment from the contractor.

Administrative Consideration:

CV(LOCAL)-A

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

The softball field improvement project has been completed, pending the bleachers, and the contractor has submitted its final application for payment. Administration has reviewed the payment request and recommends approval of the final payment in accordance with Board policy and the terms of the construction contract if the bleachers are completed by prior to the June board meeting.

Budgetary Consideration:

The board committed the necessary funding from the District's fund balance for this project.

Supporting Documents:

Pay application attached

Recommendation:

Approve final payment for the softball field project.

Respectfully Submitted by:

***Kandy Stein
Director of Operations/Custodial Services***

Approved by:

***Dr. Todd Grandjean
Superintendent of Schools***

Application and Certificate for Payment

TO OWNER: Devine ISD
605 W. Hondo Ave.
Devine, TX 78016

PROJECT:
Devine ISD Softball Field

APPLICATION NO: 7

PERIOD TO: 4/30/26

CONTRACT FOR: General Contractor

CONTRACT DATE:

PROJECT NOS:

Distribution to:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

FROM CONTRACTOR:

Weaver & Jacobs Constructors, Inc.
301 Cooperative Way
Cuero, TX 77954

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	542,507.00
2. Net change by Change Orders	\$	-1,584.59
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	540,922.41
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	540,922.41
5. RETAINAGE:		
a. 5.0 % of Completed Work (Column D + E) on G703	\$	27,046.12
b. 5.0 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	27,046.12
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	513,876.29
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	466,281.29
8. CURRENT PAYMENT DUE	\$	47,595.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	27,046.12

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 1,584.59
TOTALS	\$ 0.00	\$ 1,584.59
NET CHANGES by Change Order	\$	-1,584.59

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Weaver & Jacobs Constructors, Inc.

By: 

Date: 4-29-26

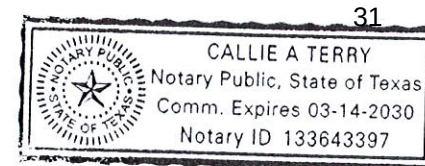
State of: Texas

County of: Newt

Subscribed and sworn to before

me this 29th day of April, 2026

Notary Public: Callie A. Terry
My Commission expires: 3-14-2030



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

JobId: 2524
Devine ISD Softball Field

Application no.: 7
Application date: 4/25/26
Period to: 4/30/26
Architect's project no.:

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	WORK COMPLETED		Materials Presently Stored (not in D)	Total Compl. and Stored To Date (D+F)	% Compl. (Prev.)	Balance To Finish (Prev.)	Retainage (Prev.)
			From Prev. Application	Amount This Period					
1	BONDS/INSURANCE/GENERAL CONDITIONS	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
2	GC Fees & Insurance	44,324.00	44,324.00	0.00	0.00	44,324.00	100	0.00	2,216.20
3	Jobsite Overhead	21,107.00	21,107.00	0.00	0.00	21,107.00	100	0.00	1,055.35
4	-----	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
5	ALLOWANCES	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
6	Owner Contingency	1,584.59	0.00	1,584.59	0.00	1,584.59	100	0.00	79.23
7	PCO#1-Add'l Concrete Under Bleachers	23,100.00	23,100.00	0.00	0.00	23,100.00	100	0.00	1,155.00
8	PCO#2-Power to Dugouts	7,892.00	7,892.00	0.00	0.00	7,892.00	100	0.00	394.60
9	PCO#3-Bleachers Behind Home Plate	50,100.00	0.00	50,100.00	0.00	50,100.00	100	0.00	2,505.00
10	PCO#4-Field Leveling	10,670.00	10,670.00	0.00	0.00	10,670.00	100	0.00	533.50
11	PCO#5-Fence Slats	6,653.41	6,653.41	0.00	0.00	6,653.41	100	0.00	332.67
12	-----	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
13	Concrete	67,500.00	67,500.00	0.00	0.00	67,500.00	100	0.00	3,375.00
14	Masonry	86,400.00	86,400.00	0.00	0.00	86,400.00	100	0.00	4,320.00
15	Steel, Wood Blocking, & Roofing	49,145.00	49,145.00	0.00	0.00	49,145.00	100	0.00	2,457.25
16	Painting	11,475.00	11,475.00	0.00	0.00	11,475.00	100	0.00	573.75
17	Equipment	6,874.00	6,874.00	0.00	0.00	6,874.00	100	0.00	343.70
18	Backstop & Fencing	155,682.00	155,682.00	0.00	0.00	155,682.00	100	0.00	7,784.10
	BASE BID	542,507.00	490,822.41	51,684.59	0.00	542,507.00	100	0.00	27,125.35
Page Totals		542,507.00	490,822.41	51,684.59	0.00	542,507.00	100	0.00	27,125.35

AIA Continuation G703

JobId: 2524
Devine ISD Softball Field

Application no.: 7
Application date: 4/25/26
Period to: 4/30/26
Architect's project no.:

[illegible]



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: June 15, 2026

Agenda Item: Policy FDA (LOCAL) Admissions: Interdistrict Transfers

Background Information:

On June 15, 2020, the School Board Adopted this policy to allow admission to transfer students on a tuition basis subject to admission criteria. Last year, the board set transfer tuition at \$500 for the first student and \$250 for each additional sibling to make it more affordable for families.

Policy FDA (LOCAL) states that the board will set the tuition amount.

Administrative Consideration:

Allowing transfer students helps increase school funding through higher enrollment numbers. The number of transfer students accepted are limited by criteria based on availability of space and instructional staff and the student's disciplinary history and attendance records.

The administration is not recommending any changes to the current transfer fee structure for the 2026-2027 school year. However, administration recommends placing additional emphasis on student attendance as part of the transfer approval and renewal process. Because state funding is directly tied to student attendance, improved attendance rates among transfer students support the district's ability to maximize funding and ensure resources are available to meet student needs. Administration recommends maintaining current fee levels while reinforcing attendance expectations for transfer students and families.

FDA Regulation allows tuition-free attendance for children of non-resident staff.

Budgetary Consideration:

\$28,600 in transfer tuition was collected in 2025-2026 with 134 transfer students. This was significantly less than last year because of the tuition reduction.

Supporting Documents:

FDA (Local)

FDA (Regulation & Exhibit)

Transfer Application Form and Contract

Recommendation:

Consider tuition fees.

Respectfully Submitted by:

Todd Grandjean
Superintendent of Schools

ADMISSIONS
INTERDISTRICT TRANSFERS

FDA
(LOCAL)

Authority	The Superintendent is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language. A resident student who becomes a nonresident during the course of a semester shall be permitted to continue in attendance for the remainder of the semester.
Transfer Requests	A nonresident student wishing to transfer into the District shall file an application for transfer each school year with the Superintendent or designee. Transfers shall be granted for one regular school year at a time.
Factors	In approving transfers, the Superintendent or designee shall consider availability of space and instructional staff and the student's disciplinary history and attendance records.
Transfer Agreements	A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year.
Tuition	If the District charges tuition, the amount shall be set by the Board, within statutory limits.
Waivers	The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian. [See FP]
Nonpayment	The District may initiate withdrawal of students whose tuition payments are delinquent.
Appeals	Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.

Transfer Requests

The District shall follow applicable state and federal law when considering the transfer request of a student with a known disability including, but not limited to, a student who receives special education services.

Transfer Student

A transfer student is defined as a student, Grades K-12, attending Devine ISD and residing outside District boundaries

A student who has completed his or her junior year as a resident shall be permitted to continue tuition-free attendance as a senior.

Children of District Employees

Children of nonresident, full-time (at least 50 percent) District employees shall be eligible to attend District schools tuition-free.

In order to continue enrollment from year to year, as a privilege and not a right afforded eligible District employees and their children, the children must maintain good discipline, attendance, and grades.

Public Education Grant

Public Education Grant (PEG) students are not accepted. Students that attend schools on the PEG list may apply to be a regular transfer student

Applications and Required Documents

Non-resident students may apply to attend Devine ISD by filing a timely transfer application and providing the documentation requested (transcripts, report cards, test scores, etc.). Incomplete applications, or applications not submitted within the designated timeframes, will not be considered. No exceptions to this requirement will be made. Applications for the current school year are not accepted beyond the fourth six weeks of school. Applications for fall semester of an upcoming school year will be accepted beginning on ~~December~~ July 1.

All applications will be processed according to Administrative Regulations. Applications will be processed on a first come first serve basis. Parents will be given written notice of approval or disapproval after reviewing all criteria. Upon notification of approval, parents must submit full tuition to the district within two weeks or prior to the first day of school, whichever comes first.

Siblings

If a transfer student is approved, siblings in subsequent years will be given first opportunity for approval if criteria are satisfied as outlined in FDA(REGULATION) and (EXHIBIT A).

ADMISSIONS
INTERDISTRICT TRANSFERS

FDA
(REGULATION)

Transportation

Parents are responsible for providing transportation for transfer students. Devine ISD does not provide transportation to and from the district of residence.

Revocation of Transfer

Any transfer student approved for admission to Devine ISD who becomes a discipline problem, fails to meet academic progress, or who develops documented patterns of late arrivals, late pick-ups, and/or poor attendance, may have their transfer status revoked. A notice of warning of the possibility of revoking transfer status will be sent to the student's parent or guardian, and if immediate steps are not taken to correct and/or improve the reason(s) for possible revocation, the parent or guardian will be asked to withdraw their student from Devine ISD.

Continuation of Transfer Students

Students must reapply annually for continuation as transfer students in the district.

Tuition

A student who moves out of the District after the school year begins is eligible to remain in the District tuition-free until the end of the semester in which the student moved out. If the student wishes to continue in the District for the remainder of the school year, he or she must apply as a transfer student and, if accepted, tuition shall be due for the remainder of the year.

Exceptions

The Superintendent shall have the authority to waive tuition for senior students.

Reasons for Approval

The following are acceptable reasons for granting approval of a transfer student in accordance with Board Policy FDA (LOCAL):

- Change of Resident (Current resident leaves DISD attendance zone)
 - Remain at current school until end of semester
 - Student may apply for continuing enrollment as specified below
 - Pending acquisition of another home (move to be completed within specified time frame) and necessary documentation provided
- Meets criteria for entry:
 - Satisfactory discipline record from home residence campus
 - Documentation of compliance with Compulsory Attendance Law
 - Satisfactory academic progress during previous school year

Reasons for Denial

The following are reasons for denial of a transfer student in accordance with Board policy FDA (LOCAL):

- Admission creates adverse conditions for DISD in terms of space, financial exigency, or personnel or capital outlay requirements.
- Record of poor attendance, late arrivals, late pick-ups
 - A student shall not be allowed to transfer into the District if his or her attendance records for the most recent school year indicate less than 90.94 percent attendance.
- Disciplinary infractions at home residence campus
 - A student shall not be allowed to transfer into the District if he or she has incurred a disciplinary alternative education program (DAEP) placement or has been suspended or expelled for one or more days during the most recent school year.
 - Recurring or persistent disciplinary problems may be sufficient reasons for rejecting a transfer request.
- A student shall not be allowed to transfer into the District if he or she has not performed at or above grade level on the most recent state-mandated assessments and satisfied requirements for all academic courses from the previous school year
- For the purpose of participating in an extra-curricular activity at receiving campus
- Falsification of information
- Failure to meet district criteria

Reasons for Revocation

The following are reasons for revocation of a transfer student in accordance with Board Policy FDA (LOCAL):

- Failure to maintain satisfactory academic progress as determined by the Superintendent
- Repeated failure to abide by the rules specified in the *Student Code of Conduct* or the student commits a disciplinary infraction that mandates removal to DAEP or JJAEP
- Documented pattern of late arrivals, late pick-ups, and/or poor attendance
- Falsification of information



DEVINE ISD GUIDELINES FOR TRANSFER STUDENTS

Devine Independent School District is accepting a limited number of transfer students for the 2026-2027 school year. Eligible students will be accepted as space allows.

Transfer students must meet the following criteria:

- Satisfactory academic progress during the previous school year
- Record of compliance with the Texas Compulsory Attendance Law
- Satisfactory discipline record from the sending campus
- Completion of all application paperwork within deadlines
- Applications for Headstart and PreK students will not be accepted except from DISD Teachers

Students will not be accepted if their admission creates adverse conditions for Devine ISD in terms of space, financial exigency, or personnel or capital outlay requirements. Students must annually reapply to be accepted as a transfer student, and must make satisfactory academic progress, maintain acceptable conduct and attendance, comply with rules and regulations, and remain current on tuition payments throughout the previous academic year.

In addition to the completed Application for Student Transfer, first time transfer applicants must also submit the following documentation at time of application:

- **Academic Record** - Include most recent academic record (latest report card or transcript) and latest assessment testing scores. The transfer application is not complete until updated records have been submitted. Student records must include any special services provided to the student
- **Attendance Record** - A complete record of attendance from the most recent year of school must be included. (May be included on report card)
- **Discipline and/or criminal record** – School records or written records describing any school discipline for the current school year must be submitted. Records must include a description of any criminal record or pending criminal proceedings. If no records exist, a memo or letter from the registrar or campus administrator must verify that there were no discipline infractions for the student.

Please note that as a first time transfer student, your child's transfer request will not be considered until all required information and documentation is received. All transfer applications will be processed and reviewed on a first-come first-served, case by case basis. Incomplete transfer packets will not be considered.

Applications for the 2026-2027 school year will be accepted beginning July 1, 2026 and all transfer information must be completed and submitted by the July 27, 2026 deadline. Parents/guardians will be notified no later than August 6, 2026 regarding acceptance. Once your student has been accepted as a transfer, please submit the completed Non-Resident Transfer Agreement along with full tuition payment no later than August 10, 2026 (Tuition must be paid prior to receiving schedule or teacher assignment which is often released at Meet the Teacher Night scheduled for August 6, 2026). Applications may be obtained from the Office of the Superintendent at 605 W Hondo Ave. (830-851-0795).



Devine Independent School District

605 W. Hondo Ave., Devine, Texas 78016

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

Application for Student Transfer 2026-2027

Section A: General Information

Student's Name		Grade Level	
Student's Date of Birth:		SSN:	
Name and Address of Parent(s) or Guardian Completing Application:			Comments:
Daytime Telephone Number		Home Telephone Number	
Emergency Telephone Number			
Reason for Transfer Request to Devine ISD			

Section B. Eligibility Status

Indicate the status under which the student is eligible:	
☐	Parent works in Devine ISD. Children of teachers and administrators may transfer with no annual tuition fee, but must apply annually.
☐	Student is not a resident of Devine ISD and wishes to attend.
☐	Student is currently a transfer student at Devine ISD.

Section C: Student Information – For new student transfers

The student is currently enrolled in:			
☐	Public school. Please give the district and phone number.	District/School Name	
☐	Private school. Please give the school and phone number.		
☐	Parochial or home school.		
☐	Charter school or academy.	District/School Phone #	
Through which grade has the student successfully completed his/her education?			
Which grade will the student request transfer into?			
Student's attendance record:			
	How many days was the student absent in the school year prior to the year for which a transfer is requested?		
	If this request is for a transfer during a school year, how many days has the student missed in the current school year?		
If the student missed more than ten percent of the days in the school year, please provide an explanation:			

Has the student engaged in conduct or misbehavior within the preceding years that has resulted in removal to an alternative education program (AEP), a disciplinary assignment outside the regular classroom or expulsion from any school district, charter school, private or parochial school, or academy?		Yes	No
If YES , please specify school and disciplinary placement			
Reason for Removal			
Duration of Removal			
Is the student on probation, conditional release, or informal adjudication from a juvenile court for engaging in delinquent conduct or conduct in need of supervision?		Yes	No
If YES , the legal guardian must provide a copy of the appropriate supporting court documents.			
Is the student on probation or other conditional release for conviction of a criminal offense?		Yes	No
If YES , the legal guardian must provide a copy of the appropriate supporting court documents.			
Has any official, administrator, or director of the school from which the student is transferring communicated to you that the student would not be permitted to return to the school the following academic year?		Yes	No
If YES , what reason was given?			
Are state-required vaccinations of the student complete and current?		Yes	No
If YES , please submit a copy of the vaccination records within 30 days of your application.			
Previous Participation Information			
If your child is in the 7th to 12th grade, will they be participating in the District's Athletic Program?		Yes	No
	If YES , has your child had a physical for the current year?	Yes	No
Does your child receive Special Education and related services?		Yes	No
If YES , please provide a copy of the last implemented IEP.			
Does your child have a Section 504 plan?		Yes	No
If YES , please provide a copy of the last implemented Section 504 plan.			
Has your child been identified as Gifted and Talented?		Yes	No
If YES , which grade?			
Permission is hereby granted for my child to receive the routine screening offered by Devine ISD which may include vision, hearing and such general testing as ability, vocational aptitude, interest inventories, and achievement.		Yes	No
Is any person legally restricted from picking up your child from school?		Yes	No
If YES , please provide the names and documentation at time of enrollment.			
For Office Use Only			
Y/N Satisfactory discipline record from the sending campus		Y/N Available space at grade level	
Y/N Satisfactory academic record from the sending campus		Y/N Completion of all application paperwork within deadlines.	
Y/N Record of compliance with the Texas Compulsory Attendance Law		Other: _____	
☐ Transfer Approved ☐ Transfer Denied		_____ Administrator/Designee Signature	



Devine Independent School District

605 W. Hondo Ave., Devine, Texas 78016

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

AUTHORIZATION FOR THE RELEASE OF STUDENT RECORDS

School

Address

City

Zip

Phone Number

Fax Number

Name of Student(s)

Date of Birth

Current Grade

_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby authorize the release of any and all transcripts, grades, test records, record of attendance, discipline records, health records, psychological and diagnostic evaluations on the student(s) listed above to:

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

Signature of Parent or Guardian

Date

§

(For Parent)

This is an agreement concerning the transfer of _____
 ("Student"), a non-resident student, into the DEVINE INDEPENDENT
 SCHOOL DISTRICT. The agreement is entered by _____
 ("Parent"), on behalf of the Student, and the DEVINE INDEPENDENT
 SCHOOL DISTRICT.

Recitals and definitions:

1.1 Neither Parent nor Student is a resident of DEVINE INDEPENDENT SCHOOL DISTRICT. Student desires to enroll as a student in the DEVINE INDEPENDENT SCHOOL DISTRICT. Parent is willing to pay the tuition set by DEVINE INDEPENDENT SCHOOL DISTRICT in order for Student to attend school in the District.

1.2 Parent acknowledges that the constitution or rules of the University Interscholastic League may require the District to exclude the Student from participating in certain extracurricular interscholastic competitions.

1.3 "Cause" includes, without limitation, notification to the District by an agency of the state or federal government that the transfer contemplated by this agreement is not authorized by law, the failure of the Parent to timely remit any tuition payment, or any disciplinary infraction by the Student which under this agreement permits revocation.

1.4 Transfer criteria. Transfer applications are considered on an individual basis without regard to sex, race, ethnicity, national origin, religion, disability or ancestral language. In making transfer decisions, the Superintendent, as the Board's designee, may consider grades, achievement test scores, attendance, disciplinary history, class sizes, available resources, and any potential adverse effect on resident students.

1.5 The Parent's signature constitutes an application for transfer of the Student. No transfer is granted until the Superintendent's signature appears on this document.

Mutual Promises:

2.1 No property interest created: Parent and Student acknowledge that because the Student is not a resident of DEVINE INDEPENDENT

SCHOOL DISTRICT, any right of the Student to become or remain enrolled or to receive any educational services is based on this agreement rather than on residence or on state eligibility criteria or any federal or state property interest. This agreement does not create any property interest in favor of the Student in becoming or remaining enrolled in any District school. This agreement does not create any enforceable interest beyond its termination or revocation.

2.2 Student behavior and discipline: The Parent and the Student understand that the Student is required to comply with the same behavioral expectations as those required of resident students, and that those expectations are communicated through student handbooks, classroom rules, the Student Code of Conduct, and the directives of teachers and administrators. The continued effectiveness of this agreement is conditioned upon the Student's compliance with the expectations imposed through the communications described in this paragraph.

2.3 This agreement supersedes any representations made through any student handbook, posted rules, Student Code of Conduct, or Board Policy, concerning procedures for student discipline investigation, the providing of due process, and the administration of any sanctions. The processes described in the Student Code of Conduct apply only to students who are residents of the District. No promises concerning investigation, due process, or consequences that may be contained in rules, handbooks, or information distributed to the student body concerning student discipline matters shall become a part of this agreement.

2.4 Tuition amount and payment: The total amount of tuition for this Student for the 2026-2027 school year is ☐ \$500 ☐\$250. Full payment of this amount must be paid at the time the "Application for Transfer" is approved. **The application is due and full payment are due on or before July 27, 2026.** If the application for transfer is rejected, this money will be reimbursed to the Student within thirty (30) school business days of the date the application is rejected by the District.

2.5 Duration of the agreement: Unless canceled or revoked by its terms, this agreement applies to the 2026-2027 academic year, and will expire on the last day of that year. This agreement creates no property interest in or right to attend school in the DEVINE INDEPENDENT SCHOOL DISTRICT beyond the date of its expiration, cancellation, or revocation. A new application must be submitted and approved each school year.

2.6 Parent's right to cancel: The parent may cancel this agreement by giving thirty (30) days written notice to the Superintendent or by becoming

a resident of DEVINE INDEPENDENT SCHOOL DISTRICT. In case of cancellation, the District will refund a pro-rata share of any pre-paid tuition.

2.7 Revocation for nonpayment of tuition: This Agreement is revoked if the tuition set forth above is not paid in full as required by Section 2.4 above.

2.8 Superseding law: The District may revoke this agreement if it receives notice from the Texas Education Agency or from any court of competent jurisdiction that the transfer the subject of this agreement is in violation of Civil Order 5281 (pertaining to state-wide desegregation plan) or other law regulating discrimination on the basis of race, ethnicity, or national origin. In case of such supersession, the District will refund a pro-rata share of any pre-paid tuition.

2.9 Status of non-resident Student: Except as provided by this agreement, the non-resident Parent and Student possess all rights and are held to all duties provided by law and policy for resident parents and students subject to the limitations provided in this agreement.

2.10 Disciplinary infractions: Any conduct by the Student that would result in a mandatory assignment to the District's Disciplinary Alternative Education Program (DAEP) or expulsion for a resident student or that constitutes "serious" misconduct under the District's Student Code of Conduct shall result in revocation of this agreement. At the Superintendent's discretion, in consultation with the campus Principal, any conduct by the Student that could result in a discretionary DAEP removal may result in revocation of this agreement.

2.11 Additional Conditions: This section supplements and does not limit the agreements in the section entitled "Disciplinary infractions." Since an inter-district transfer is a privilege rather than a right, the continued education of the non-resident Student is subject to these conditions and may be revoked upon any of the following occurrences as determined by the Superintendent:

- a. The Student's attendance falls below ~~ninety (90)~~ ninety-four (94) percent in any semester, or the Student is habitually truant.
- b. The Student earns repeated failing grades in any class.
- c. The Student has engaged in repeated minor violations of the Student Code of Conduct.
- d. The Student has engaged in any gang-related activity.
- e. The Student has engaged in repeated behavior that hinders the learning of other students.
- f. The Student has engaged in conduct that is disruptive to the

educational process of the District.

Should any of these behaviors occur, the campus Principal will consider the circumstances of the behavior and make a recommendation to the Superintendent concerning the status of the transfer. If the transfer is revoked, the District will notify the Parent and the Student's district of residence.

A decision to revoke the Student's transfer may be appealed in accordance with policy FNG (LOCAL). Pending the appeal, the Student will not be permitted to attend school at the District.

2.12 The Parent agrees that, in the event of revocation, the Student will be immediately enrolled in the district of residence, another public school, or a private school that meets the curriculum requirements of state law.

2.13 The Student Code of Conduct is incorporated by reference for the limited purposes described in this agreement. The Parent and the Student understand and agree that the Student is not entitled to the disciplinary processes described in the Code for resident students.

The Parent understands and accepts the conditions of this agreement.

Signature of Parent

Date

The Student understands and accepts the conditions of this agreement.

Signature of Student

Date

SUPERINTENDENT
DEVINE INDEPENDENT
SCHOOL DISTRICT

Date



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: June 15, 2026

Agenda Item: Policy Update 127

Background Information:

To keep our policy current, the Board should consider adopting the local policies suggested by TASB in Update 127. Any change in local policy/policies must be acted upon by the Board within an open meeting wherein the action is posted.

Administrative Consideration:

Update 127 includes revisions to legal framework documents based in large part on changes to Administrative Code rules after the 89th Legislative Session. Changes to local policies offered for consideration address the following topics:

- Superintendent nonrenewal
- Term contracts
- Other types of contracts
- Elective instruction
- Gifted and talented students
- Prekindergarten
- Student safety

Other changes are to accommodate restructuring of codes in the DH and DP series of the manual and to delete local policies in the FO series for which District of Innovation exemptions are no longer allowed.

Budgetary Consideration:

Policy Updates are in the budget

Supporting Documents:

Attached are the explanatory notes, local comparison packet, and instruction sheet prepared by TASB for policies under consideration in Update 127.

Recommendation:

Approve the Local Policy Update 127 as recommended by TASB.

Respectfully Submitted by:

Todd Grandjean
Superintendent of Schools

Explanatory Notes

TASB Localized Policy Manual Update 127

Devine ISD

ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

All changes to the legal framework provided in this update are currently effective unless otherwise indicated in the explanatory note for that code.

AIA(LEGAL)

ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

Revisions throughout the A-F Performance Ratings section of this legal framework are due to House Bill 8 from the Second Special Session of the 89th Legislature.

AIB(LEGAL)

ACCOUNTABILITY: PERFORMANCE REPORTING

Citations have been updated in accordance with redesignated Administrative Code rules.

AIC(LEGAL)

ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Revisions to this legal framework are due to House Bill 8 from the Second Special Session of the 89th Legislature. This legislation repealed some provisions and amended others.

BAA(LEGAL)

BOARD LEGAL STATUS: POWERS AND DUTIES

An obsolete cross-reference has been deleted at Discretionary Powers and Duties.

BJA(LEGAL)

SUPERINTENDENT: QUALIFICATIONS AND DUTIES

A cross-reference has been updated due to recoding material in the DP series of policies.

BJCF(LOCAL)

SUPERINTENDENT: NONRENEWAL

Recommended revisions to this local policy on nonrenewal of a superintendent align with language at DFBB(LOCAL) relating to accommodations of disability and the addition of two nonrenewal reasons included in Update 126 that were related to Senate Bill 12 from the 89th Legislature.

CAA(LOCAL)

FISCAL MANAGEMENT GOALS AND OBJECTIVES: FINANCIAL ETHICS

A cross-reference in the Note has been updated to reflect changes to the DH series of policies, which are described in more detail below.

CBB(LEGAL)

STATE AND FEDERAL REVENUE SOURCES: FEDERAL

The Federal Acquisition Regulation has increased the micro-purchase threshold limit to \$15,000 and increased the simplified acquisition threshold to \$350,000. The language under Procurement Methods has been adjusted accordingly.

CE(LEGAL)

ANNUAL OPERATING BUDGET

Revisions at Authorized Expenditures are due to House Bill 8 from the Second Special Session of the 89th Legislature. Section 3.006 of the bill amends Education Code 45.105(c-1).

CFB(LOCAL)

ACCOUNTING: INVENTORIES

As of July 1, 2025, [TEA](#) increased the capitalization threshold to \$10,000 to align with changes to the federal definition of equipment. The [Financial Accountability System Resource Guide](#) (FASRG) is in the process of being updated to reflect this change to rule 1.2.4.3 Capitalization of Assets.

Our records indicate that the district's capitalization threshold in CFB(LOCAL) is less than \$10,000. Districts may continue to use the lower threshold; however, if, after consultation with your auditor and other

Explanatory Notes

TASB Localized Policy Manual Update 127

Devine ISD

advisors, your district wishes to increase the threshold, please contact your policy consultant for assistance with updates.

CHE(LEGAL) PURCHASING AND ACQUISITION: VENDOR DISCLOSURES AND CONTRACTS

Citations in the Required Contract Provisions section relating to Energy Companies have been updated after redesignation of the material by House Bill 4595 and to correct a typographical error.

CKEA(LEGAL) SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

Substantive revisions are due to rule changes. For readability, additional margin notes have been included. A note has been added under the Required Policies section to point the reader to TCOLE model policies and forms available on the TCOLE website.

CKEB(LEGAL) SECURITY PERSONNEL: SCHOOL MARSHALS

The citation has been corrected at Fit for Duty Review.

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

19 Administrative Code 67.1001(e) has been amended. On page 4, the list at Permitted Expenditures adds items to implement Senate Bill 13 from the 89th Texas Legislature by updating the allowable expenditures from a district's instructional materials and technology allotment.

CNC(LEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

Language has been added from the Texas Administrative Code. The amended provisions regarding safety standards changed requirements that were once placed on manufacturers of school buses to now be requirements for school districts. The citation to the Transportation Code has been removed, as it is not necessary.

COA(LEGAL) FOOD AND NUTRITION MANAGEMENT: PROCUREMENT

A citation has been corrected at Procurement Training.

CPC(LEGAL) OFFICE MANAGEMENT: RECORDS MANAGEMENT

13 Administrative Code 7.125 has been repealed, and separate rules for each retention schedule have been adopted. Citations relating to the TSLAC Retention Schedules have been updated accordingly.

CQA(LEGAL) TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

The Required Website Postings section has been revised to reflect new statutory and rule requirements for postings, and the format has been modified to provide a clear citation to each requirement. The Note preceding the list has been revised to provide information regarding why the requirements are posted in the order that has been chosen by TASB.

D(LEGAL) PERSONNEL

Restructuring of codes in the DH section and the DP section necessitates an update to the D section table of contents.

Explanatory Notes

TASB Localized Policy Manual Update 127

Devine ISD

DC(LEGAL)

EMPLOYMENT PRACTICES

A cross-reference in the Employment Policies section has been updated to reflect changes to the DP series of policies.

DC(LOCAL)

EMPLOYMENT PRACTICES

The cross-reference at Employment Assistance Prohibited has been updated to reflect changes to the DH series of policies. Standard policy language at BJA(LOCAL) notes that the superintendent may delegate responsibilities to other employees of the district but shall remain accountable to the board for the performance of all duties, delegated or otherwise. For this reason, TASB recommends removing "or designee" from the Posting Vacancies section.

DCB(LOCAL)

EMPLOYMENT PRACTICES: TERM CONTRACTS

House Bill 2598 from the 89th Legislative Session changed the term "licensed specialist in school psychology" to "school psychologist." Revisions to this policy reflect that terminology change.

DEAA(LEGAL)

COMPENSATION PLAN: INCENTIVES AND STIPENDS

House Bill 2, Article 2.20(b) from the 89th Legislature repealed Education Code 48.114 effective September 1, 2026. TASB has opted to include this repeal with Update 127, as it will be the Update closest in time to the effective date.

DF(LEGAL)

TERMINATION OF EMPLOYMENT

The cross-reference at Report to Superintendent has been updated to reflect changes to the DP series of policies. We have also updated the cross-reference at Prohibited Classroom Instruction to reflect policy EMB.

DFBA(LEGAL)

TERM CONTRACTS: SUSPENSION/TERMINATION DURING CONTRACT

The cross-reference at Report by Principal has been updated to reflect changes to the DP series of policies.

DFE(LEGAL)

TERMINATION OF EMPLOYMENT: RESIGNATION

The cross-reference at Report by Principal has been updated to reflect changes to the DP series of policies.

DH(LEGAL)

EMPLOYEE STANDARDS OF CONDUCT

Because DHA(LEGAL) has been created to focus on educator ethics, the section by that name has been deleted from this code. In addition, the Duty to Report section of this legal framework has been bolstered with additional text around the duty to report child abuse or neglect.

DH(LOCAL)

EMPLOYEE STANDARDS OF CONDUCT

The two cross-references to DH(EXHIBIT) have been revised to reflect changes to the DH series of policies, which are described in more detail below.

DH(EXHIBIT)

EMPLOYEE STANDARDS OF CONDUCT

This exhibit is being deleted from the manual, and the Educators' Code of Ethics is being recoded to DHA(LEGAL).

Explanatory Notes

TASB Localized Policy Manual Update 127

Devine ISD

DHA(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: EDUCATOR CODE OF ETHICS

This new legal framework has been created to house information relating to the Educators' Code of Ethics. This material has been recoded to clarify that elements 3.8 and 3.9 of the Code of Ethics now form the basis of the reporting requirements for educator misconduct that changed during the 89th Legislature. Prior to Update 127, the Educators' Code of Ethics was housed as an exhibit to the manual at DH(EXHIBIT). Because the definitions relating to inappropriate communication and boundaries are from the Code of Ethics, they are now in this new legal framework.

DHB(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO STATE BOARD FOR EDUCATOR CERTIFICATION

The cross-reference at Deadline to Report After Termination or Resignation has been updated to reflect changes to the DP series of policies.

DHC(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO TEXAS EDUCATION AGENCY

The cross-reference at Deadline to Report has been updated to reflect changes to the DP series of policies. A citation has been corrected in the Contents of Report section.

DP(LEGAL) PERSONNEL POSITIONS

Material at DP(LEGAL) is being recoded to DPA, regarding principals, and DPB, regarding other personnel positions, as the requirements specific to principals have expanded sufficiently to warrant a separate legal framework.

DP(LOCAL) PERSONNEL POSITIONS

To accommodate the restructuring of the DP series due to the requirements specific to principals, this local policy is recommended for deletion. Materials regarding principal qualifications have been moved to a new code at DPA(LOCAL), and the language relating to school counselors has been moved to DPB(LOCAL).

DPA(LEGAL) PERSONNEL POSITIONS: PRINCIPALS

Information relating to principals previously found at DP has been relocated to this new code. In addition, a note relating to the requirement to report child abuse or neglect has been added so all reporting requirements for principals are housed in one location for clarity.

DPA(LOCAL) PERSONNEL POSITIONS: PRINCIPALS

This new code specifically related to principals now houses principal qualification language that was previously at DP(LOCAL). Minor revisions have been made to the text at Qualifications to align with the model job description provided by TASB HR Services. Any posting for a principal position would, at minimum, include the items provided in this list. Other qualifications may be included as provided by the last item in the list.

DPB(LEGAL) PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS

All information previously at DP(LEGAL) that is not related to principals (now at DPA) and substitutes (now at DPC) has been moved to this legal framework. The School Psychological Services section has been amended to reflect changes in 22 Administrative Code 465.38(b)-(c).

Explanatory Notes

TASB Localized Policy Manual Update 127

Devine ISD

DPB(LOCAL)

PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS

This new policy now houses text relating to school counselors that was previously at DP(LOCAL).

DPC(LEGAL)

PERSONNEL POSITIONS: SUBSTITUTE, TEMPORARY, AND PART-TIME POSITIONS

This new legal framework now houses information formerly in DPB(LEGAL) relating to substitute positions.

EFA(LEGAL)

INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

Substantive revisions are due to amendments to 19 Administrative Code 67.1501 and 67.1502 regarding TEA standards for review of instructional materials. Additional revisions have been made for organization and to margin notes to improve clarity and readability.

EHAC(LEGAL)

BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (SECONDARY)

Changes to this policy regarding course offerings in grades 9-12 were needed after amendments to 19 Administrative Code 74.3. Citations have also been updated to conform with the new amendments.

EHBB(LEGAL)

SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

Revisions to this legal framework are due to amendments to 19 Administrative Code 89.1.

EHBB(LOCAL)

SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

Recommended changes at Identification Criteria are the result of amendments to 19 Administrative Code 89.1.

EHBCA(LEGAL)

COMPENSATORY SERVICES AND INTENSIVE PROGRAMS: ACCELERATED INSTRUCTION

Revisions to this legal framework are due to House Bill 8 from the Second Special Session of the 89th Legislature. Please note that the English II end-of-course (EOC) assessment is still a requirement for the 2026 and 2027 graduating classes.

EHDD(LEGAL)

ALTERNATIVE METHODS FOR EARNING CREDIT: COLLEGE COURSE WORK/DUAL CREDIT

The FAST Program section has been revised due to amendments to 19 Administrative Code 13.503(a)-(b). Deletions throughout are due to repealed provisions from the Administrative Code.

EKB(LEGAL)

TESTING PROGRAMS: STATE ASSESSMENT

Revisions throughout this legal framework are due to changes from House Bill 8 from the Second Special Session of the 89th Legislature.

FA(LEGAL)

PARENT RIGHTS AND RESPONSIBILITIES

A section prohibiting infringement on parental rights has been added after voters approved Senate Joint Resolution 34 from the 89th Legislature.

Explanatory Notes

TASB Localized Policy Manual Update 127

Devine ISD

FED(LEGAL)

ATTENDANCE: ATTENDANCE ENFORCEMENT

Changes regarding sanctions as they relate to truancy prevention measures are due to revisions at 19 Administrative Code 129.1047.

FFAC(LEGAL)

WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

13 Administrative Code 7.125, which contained all the TSLAC retention schedules, was repealed and replaced with 13 Administrative Code 7.126-.137. Each rule now contains a single retention schedule. The Records of Public School Districts schedule is now located at 13 Administrative Code 7.131. The revision at Records in the section on the Maintenance and Administration of Epinephrine Delivery Systems reflects this change. Related revisions also appear in CPC(LEGAL).

FFEB(LEGAL)

COUNSELING AND MENTAL HEALTH: MENTAL HEALTH

The cross-reference in the Exception: Court Order section has been updated to reflect changes to the DP series of policies.

FFF(LOCAL)

STUDENT WELFARE: STUDENT SAFETY

The definition of misconduct has been amended to include provisions from Senate Bill 571 from the 89th Legislative Session. The misconduct definition has also been reformatted to improve readability.

FM(LEGAL)

STUDENT ACTIVITIES

In the Limits on Participation and Practice section, "one activity" has been revised to "two activities" due to amendments to 19 Administrative Code 76.1001(d).

FOA(LEGAL)

STUDENT DISCIPLINE: REMOVAL BY TEACHER OR BUS DRIVER

At Appeals, a citation error has been corrected, and margin notes have been added to assist with clarity and readability.

GKA(LEGAL)

COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

A citation in the Tobacco and E-Cigarettes section has been updated after 20 U.S.C. 7183 was redesignated to 20 U.S.C. 7973.

GKD(LEGAL)

COMMUNITY RELATIONS: NONSCHOOL USE OF SCHOOL FACILITIES

Substantial revisions have been made regarding Facilities Use by Religious Organizations based on Senate Bill 2986 from the 89th Legislature.

GNC(LEGAL)

RELATIONS WITH EDUCATIONAL ENTITIES: COLLEGES AND UNIVERSITIES

19 Administrative Code 9.141-9.144, 9.146, and 9.147 have been repealed, which led to substantive changes to this legal framework. Provisions that are duplicative of those in EHDD(LEGAL) have been deleted.

(LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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

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

Contact us:

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

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

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

Reasons

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

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress toward the goals stated in the District improvement plan. [See BQ]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
10. Failure to meet the District's standards of professional conduct.
11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job, [with or without reasonable accommodation](#).
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or the community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
18. Behavior that presents a danger of physical harm to a student or other individuals.
19. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
20. Use of profanity in the course of performing any duties of employment, whether on or off District premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
21. Falsification of records or other documents related to the District's activities.
22. Falsification or omission of required information on an employment application.
23. Misrepresentation of facts to the Board or other District officials in the conduct of District business.
24. Failure to fulfill or maintain requirements for Superintendent certification, unless granted a waiver by the commissioner of education.
25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
26. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
27. [Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. \[See EMB\]](#)

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

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

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

**Notice of Proposed
Nonrenewal**

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

Request for Hearing

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

Hearing Procedure

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

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

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.
3. The Superintendent may cross-examine any witnesses for the Board.
4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

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

6. Closing arguments may be made by each party.

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

Board Decision

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

No Hearing

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

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

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

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

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

Fraud and Financial Impropriety

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

Definition

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

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

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

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

**Financial Controls
and Oversight**

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

Fraud Prevention

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

Reports

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

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

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

	law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.
<i>Protection from Retaliation</i>	Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [See DG]
Fraud Investigations	In coordination with legal counsel and other internal or external departments or agencies, as appropriate, the Superintendent, Board President, or a designee shall promptly investigate reports of potential fraud or financial impropriety.
Response	If an investigation substantiates a report of fraud or financial impropriety, the Superintendent shall promptly inform the Board of the report, the investigation, and any responsive action taken or recommended by the administration. If an employee is found to have committed fraud or financial impropriety, the Superintendent shall take or recommend appropriate disciplinary action, which may include termination of employment. If a contractor or vendor is found to have committed fraud or financial impropriety, the District shall take appropriate action, which may include cancellation of the District's relationship with the contractor or vendor. When circumstances warrant, the Board, Superintendent, or a designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds. The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement or regulatory agency for independent investigation shall be made in consultation with legal counsel.
Federal Awards Disclosure	In connection with federal awards, the District shall promptly disclose in writing whenever the District has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in federal law, including the Civil False Claims Act. This provision applies to any activities or subawards of a federal award. [See CBB]
Analysis of Fraud	After any investigation substantiates a report of fraud or financial impropriety, the Superintendent shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The Superintendent shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.

EMPLOYMENT PRACTICES

DC
(LOCAL)

Personnel Duties	The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.
Posting Vacancies	The Superintendent ~~or designee~~ shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.
Applications	All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position. [For information related to the evaluation of criminal history records, see DBAA.]
Employment of Contractual Personnel	The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel. The Board retains final authority for employment of contractual personnel in a position of campus-level administrator and District-level administrator at the director level or above; however, the Board delegates to the Superintendent the authority to employ all other contractual personnel. The Superintendent shall inform the Board of any person offered a contract under this authority. [See DCA, DCB, DCC, and DCE as appropriate]
Employment of Noncontractual Personnel	Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL).
	The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]
Employment Assistance Prohibited	No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and ~~DH(EXHIBIT)~~ DHA(LEGAL) for the Educators' Code of Ethics.]

EMPLOYMENT PRACTICES
TERM CONTRACTS

DCB
(LOCAL)

**Contracts Required
by Law**

After any applicable probationary contract period required by the District, term contracts governed by Chapter 21 of the Education Code (educator term contracts) shall be provided to:

1. Any employees in positions required by statute to receive such contracts, including SBEC-certified employees serving full-time as principals, assistant principals, teachers, school counselors, diagnosticians, librarians, and athletic directors;
2. Full-time professional employees in other positions for which the District requires current SBEC certification; and
3. Full-time nurses.

For purposes of this policy, the District shall consider only full-time registered nurses to be eligible for educator term contracts.

**No Certification
Required**

Educator term contracts shall also be provided for the following positions for which neither SBEC nor the District requires current SBEC certification: speech therapist and ~~licensed specialist in school psychology (LSSP)~~ psychologist.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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

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

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

**Violations of
Standards of
Conduct**

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

Weapons Prohibited

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

Exceptions

No violation of this policy occurs when:

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

**Electronic
Communication**

Use with Students

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

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

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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

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

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

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

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

Personal Use	All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.
Reporting Improper Communication	In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.
Disclosing Personal Information	An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Prohibited Classroom Instruction or Activities

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

Prohibited Diversity, Equity, and Inclusion Duties

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

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

[See BT(LEGAL)]

Social Transitioning

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

Safety Requirements

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

Harassment or Abuse

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

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

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

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

Relationships with Students

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

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

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

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

**Tobacco and
Nicotine Products
and E-Cigarettes**

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

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

**Alcohol and Drugs /
Notice of Drug-Free
Workplace**

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

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

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

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

Exceptions

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

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

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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

Sanctions

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

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

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

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

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

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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

PERSONNEL POSITIONS

DP
(LOCAL)

**Principal
Qualifications**

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

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

School Counselors

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

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

PERSONNEL POSITIONS
PRINCIPALS

DPA
(LOCAL)

Qualifications

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

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

PERSONNEL POSITIONS
OTHER PERSONNEL POSITIONS

DPB
(LOCAL)

School Counselors

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

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

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

Referral	Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.
Screening and Identification Process	The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year. The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the identification procedures and services for the program prior to beginning the screening and identification process.
Parental Consent	The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.
Selection	
Identification Criteria	The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.
Assessments	Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.
~~Selection~~ Matrix or Threshold System	If the selection process relies on a matrix or threshold system, the use of a scoring value based on race, ethnicity, sex, socioeconomic status, or disability shall be prohibited.
Placement Committee	A placement committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs and identification of gifted students, as required by law.
Notification	The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

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

Reassessment

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

Transfer Students

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

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

Furloughs

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

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

Exit Provisions

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

Appeals

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

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members,

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

administrators, teachers, school counselors, students in the gifted and talented program, and the community.

Funding

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

**Community
Awareness**

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

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

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

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

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

1. **Alleged** abuse or commission of an otherwise unlawful act with a student ~~or involvement in;~~
2. **Involvement in or soliciting** a romantic relationship, or soliciting or engaging in sexual contact, **with a student;**
3. **Engaging in inappropriate communications with a student; or**
- ~~4.~~ **Failing to maintain appropriate boundaries** with a student.

Notice of Suspected Criminal Offense

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

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

Instruction Sheet

TASB Localized Policy Manual Update 127

Devine ISD

Code	Type	Action To Be Taken	Note
ATTN	(NOTE)	No policy enclosed	See explanatory note
AIA	(LEGAL)	Replace policy	Revised policy
AIB	(LEGAL)	Replace policy	Revised policy
AIC	(LEGAL)	Replace policy	Revised policy
BAA	(LEGAL)	Replace policy	Revised policy
BJA	(LEGAL)	Replace policy	Revised policy
BJCF	(LOCAL)	Replace policy	Revised policy
CAA	(LOCAL)	Replace policy	Revised policy
CBB	(LEGAL)	Replace policy	Revised policy
CE	(LEGAL)	Replace policy	Revised policy
CFB	(LOCAL)	No policy enclosed	See explanatory note
CHE	(LEGAL)	Replace policy	Revised policy
CKEA	(LEGAL)	Replace policy	Revised policy
CKEB	(LEGAL)	Replace policy	Revised policy
CMD	(LEGAL)	Replace policy	Revised policy
CNC	(LEGAL)	Replace policy	Revised policy
COA	(LEGAL)	Replace policy	Revised policy
CPC	(LEGAL)	Replace policy	Revised policy
CQA	(LEGAL)	Replace policy	Revised policy
D	(LEGAL)	Replace table of contents	Revised table of contents
DC	(LEGAL)	Replace policy	Revised policy
DC	(LOCAL)	Replace policy	Revised policy
DCB	(LOCAL)	Replace policy	Revised policy
DEAA	(LEGAL)	Replace policy	Revised policy
DF	(LEGAL)	Replace policy	Revised policy
DFBA	(LEGAL)	Replace policy	Revised policy
DFE	(LEGAL)	Replace policy	Revised policy
DH	(LEGAL)	Replace policy	Revised policy
DH	(LOCAL)	Replace policy	Revised policy
DH	(EXHIBIT)	DELETE exhibit	See explanatory note
DHA	(LEGAL)	ADD policy	See explanatory note
DHB	(LEGAL)	Replace policy	Revised policy
DHC	(LEGAL)	Replace policy	Revised policy
DP	(LEGAL)	DELETE policy	See explanatory note

Instruction Sheet

TASB Localized Policy Manual Update 127

Devine ISD

Code	Type	Action To Be Taken	Note
DP	(LOCAL)	DELETE policy	See explanatory note
DPA	(LEGAL)	ADD policy	See explanatory note
DPA	(LOCAL)	ADD policy	See explanatory note
DPB	(LEGAL)	Replace policy	Revised policy
DPB	(LOCAL)	ADD policy	See explanatory note
DPC	(LEGAL)	ADD policy	See explanatory note
EFA	(LEGAL)	Replace policy	Revised policy
EHAC	(LEGAL)	Replace policy	Revised policy
EHBB	(LEGAL)	Replace policy	Revised policy
EHBB	(LOCAL)	Replace policy	Revised policy
EHBCA	(LEGAL)	Replace policy	Revised policy
EHDD	(LEGAL)	Replace policy	Revised policy
EKB	(LEGAL)	Replace policy	Revised policy
FA	(LEGAL)	Replace policy	Revised policy
FED	(LEGAL)	Replace policy	Revised policy
FFAC	(LEGAL)	Replace policy	Revised policy
FFEB	(LEGAL)	Replace policy	Revised policy
FFF	(LOCAL)	Replace policy	Revised policy
FM	(LEGAL)	Replace policy	Revised policy
FOA	(LEGAL)	Replace policy	Revised policy
GKA	(LEGAL)	Replace policy	Revised policy
GKD	(LEGAL)	Replace policy	Revised policy
GNC	(LEGAL)	Replace policy	Revised policy



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: June 15, 2026

Agenda Item: Local Policy Update CFB (Local) Accounting Inventories

Background Information:

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

Administrative Consideration:

As of July 1, 2025, TEA increased the capitalization threshold to \$10,000 to align with changes to the federal definition of equipment. The Financial Accountability System Resource Guide (FASRG) is in the process of being updated to reflect this change to rule 1.2.4.3 Capitalization of Assets.

To maintain consistency with TEA guidance and the forthcoming FASRG update, the administration recommends increasing the District's capitalization threshold from \$5,000 to \$10,000.

Budgetary Consideration:

Policy Updates are in the budget

Supporting Documents:

Proposed revised CFB (Local)

Recommendation:

Approve the revised CFB (local) policy.

Respectfully Submitted by:

Todd Grandjean
Superintendent of Schools

PROPOSED REVISIONS

Capitalization Threshold

The capitalization threshold for purposes of classifying individual capital assets shall be \$~~5~~10,000.

The Superintendent shall determine the capitalization threshold for a group of assets, the individual cost of which does not exceed the capitalization threshold above but for which the cost in the aggregate is significant.



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: June 15, 2026

Agenda Item: Addition of Second SRO

Background Information:

The District currently utilizes one School Resource Officer (SRO) through an Interlocal Agreement with the City of Devine. In recent years, school districts have faced increasing expectations to enhance campus safety and security measures in response to evolving threats, state requirements, and community expectations.

The addition of a second SRO would provide increased law enforcement visibility across the District, strengthen emergency preparedness efforts, improve response capabilities, and enhance support for students, staff, and visitors.

Administration and representatives of the Devine Police Department have discussed expanding the SRO program and believe an additional officer would further support the District's commitment to maintaining a safe and secure learning environment.

Administrative Consideration:

Administration recognizes that school safety remains a top priority and that districts must continually evaluate and strengthen security measures to address changing needs and expectations.

The Board is asked to consider approving the addition of a second School Resource Officer from the City of Devine Police Department.

Budgetary Consideration:

See Proposed Interlocal Agreement.

Supporting Documents:

Additional SRO Proposal.

Proposed Interlocal Agreement.

Recommendation:

Approve the assignment of a 2nd SRO.

Respectfully Submitted by:


Dr. Todd Grandjean
Superintendent of Schools

Proposal to Devine ISD School Board

Proposal for Additional School Resource Officer

Presented to: Board of Trustees

Prepared by: Michael Gomez

Date: 3/24/26

Purpose

The purpose of this proposal is to recommend the addition of one (1) additional School Resource Officer (SRO) to Devine ISD in order to enhance campus safety, increase law enforcement visibility, and strengthen proactive security measures across all campuses.

Recommendation

Devine ISD currently operates with one School Resource Officer serving the district. It is recommended that the district add a second SRO, allowing for:

- **One SRO assigned to Junior High/High School campus**
- **One SRO assigned to Elementary/Intermediate campuses**

This structure aligns with the geographic layout of our district and ensures consistent law enforcement presence across all grade levels.

Rationale

1. Increased Visibility = Increased Safety

The presence of a **marked patrol unit and uniformed officer** is one of the most effective deterrents to potential threats.

- Provides a **visible security presence** to deter unwanted activity
- Reinforces to students, staff, and visitors that safety is a top priority
- Supports rapid response in the event of an emergency

Visibility is not just reactive—it is a **preventative strategy** that reduces risk before incidents occur.

2. Proactive Approach to Student Safety

Adding an additional SRO allows the district to shift further from reactive responses to **proactive safety measures**:

- Daily campus presence builds familiarity and trust with students
- Early identification of potential safety concerns or behavioral issues
- Support for Behavioral Threat Assessment (BTA) processes
- Increased monitoring during high-traffic times (arrival, lunch, dismissal)

This aligns with best practices in school safety and state expectations for preparedness.

3. Strategic Campus Coverage

The proximity of Devine ISD campuses makes this model both efficient and effective:

- One officer can focus on **secondary campuses (JH/HS)**, where student population size and activities require increased supervision
 - One officer can focus on **elementary/intermediate campuses**, providing age-appropriate support and visibility
 - Allows for **immediate response coverage** without delay from traveling between campuses
-

4. Strengthening Relationships and School Culture

SROs are not only law enforcement officers—they are also mentors and relationship builders:

- Builds positive relationships between students and law enforcement
 - Supports campus administration with discipline and safety education
 - Assists with safety drills, emergency preparedness, and staff training
 - Enhances overall campus climate by promoting a sense of security
-

5. Alignment with District Safety Priorities

This proposal supports ongoing district safety efforts, including:

- Implementation and monitoring of safety protocols
- Weekly door checks and facility security measures
- Emergency Operations Plan (EOP) alignment and drills
- Collaboration with local law enforcement agencies

Adding an SRO is a **natural next step** in strengthening an already solid safety foundation.

Cost Analysis

Based on the current Interlocal Agreement with the City of Devine, the financial impact for **one additional SRO** is as follows:

Annual Personnel Costs (Per Officer)

- Devine ISD pays:
 - **75% of wages (capped at \$65,000 salary portion)**
 - **75% of employment taxes and retirement benefits**
 - **50% of health insurance premiums**
- Devine ISD is also responsible for:
 - **100% of overtime costs** related to school activities
 - **100% of costs for extracurricular event coverage**

Equipment & Training

- Devine ISD pays:
 - **50% of equipment and training costs**, up to **\$3,000 annually per officer**
-

Vehicle Cost (One-Time)

- Devine ISD contribution:
 - **\$50,000 one-time payment** toward a dedicated SRO vehicle
 - The City of Devine:
 - Purchases and owns the vehicle
 - Covers fuel, maintenance, insurance, and upkeep
-

Estimated Summary (Per Additional SRO)

One-Time Cost:

- Vehicle contribution: **\$50,000**

Annual Ongoing Costs:

- Salary/benefits (district share): up to ~\$65,000 (plus benefits share)
- Equipment/training: up to \$3,000
- Overtime/extracurricular: variable based on usage

Potential funding sources to explore:

- Safety and security allotments
 - Local budget prioritization
 - Partnerships with local law enforcement agencies
-

Conclusion

The addition of a second School Resource Officer represents a high-impact, proactive investment in student and staff safety. The increased visibility of a marked unit and uniformed officer, combined with strategic campus assignment, will significantly enhance our ability to prevent, deter, and respond to potential threats.

This recommendation reflects our commitment to ensuring that Devine ISD remains a safe, secure, and supportive learning environment for all students.

Action Requested

Approval to move forward with:

- Exploring funding options
- Coordinating with local law enforcement agencies
- Developing an implementation timeline for the addition of a second SRO



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: June 15, 2026

Agenda Item: Interlocal Agreement Between Devine ISD and City of Devine

Background Information:

In 2003, the City of Devine was awarded a three-year COPS in Schools Grant. As a condition of the grant, the City was required to enter into a partnership agreement with a school district having general educational oversight authority. Following the expiration of the grant in 2005, District administration recommended continuing the partnership with the City of Devine to provide School Resource Officer (SRO) services.

Since that time, the District and the City have maintained a collaborative partnership to support campus safety and security. The SRO program focuses on promoting a safe learning environment through school safety initiatives, truancy prevention, crime prevention efforts, and the development of positive relationships with students, staff, and the community.

Administrative Consideration:

The City of Devine has requested revisions to the current Interlocal Agreement to allow for the assignment of more than one School Resource Officer (SRO) to the District and to provide for the purchase of a vehicle for SRO use.

The revised agreement also incorporates the SRO job description to ensure compliance with Senate Bill 1707, enacted during the 86th Texas Legislature, which requires that the duties and responsibilities of a School Resource Officer be specifically outlined in any memorandum of understanding or agreement between a school district and a law enforcement agency.

Budgetary Consideration:

These additional costs will be in the budget.

Supporting Documents:

Interlocal Cooperation Contract Between the Devine ISD and City of Devine.

Addendum with SRO duties

Recommendation:

Approve Interlocal Agreement recommended by the City of Devine with addendum.

Respectfully Submitted by:

*Todd Grandjean
Superintendent of Schools*

STATE OF TEXAS

§

§

COUNTY OF MEDINA

INTERLOCAL AGREEMENT

The governing bodies of the City of Devine, Texas, hereinafter called "City," and the Devine Independent School District, hereinafter called "School," deem it necessary and advisable to further the health, safety and welfare of the citizens, employees, and students of the respective entities, to enter into this Interlocal Agreement ("Agreement") pursuant to Chapter 791 of the Texas Government Code, to provide for police protection for the School.

NOW, THEREFORE, the entities mutually agree as follows:

I.

The City shall provide police protection for the School on all of the campuses of the School located in the City and on other occasions, such as School trips, when specifically requested by the School.

II.

While any law enforcement officer or official of the City is in the service of the School, the officer shall be considered an officer of the School and shall have all powers of a regular law enforcement officer or official of the School; however, the officer shall remain under the operational command of the City's Chief of Police. While acting in their capacity as an official of the School, the law enforcement officers are bound by and agree to adhere to the requirements of FERPA, and will not disclose to other police officers what they learn from reviewing any educational records, including surveillance videos. This requirement does not preclude those officers from reporting to other police officers that a subpoena should be obtained, so that the appropriate law enforcement officials can review the video.

III.

The law enforcement officer's qualifications for office in the City shall constitute his/her qualifications for office in the School, and no other oath, bond or compensation need be made.

When any law enforcement officer of the City is performing police functions for the School as herein provided, the officer(s) shall be entitled to receive the same wages, salary, pensions, death benefits, and all other rights for such services as though the service had been rendered for the City.

IV.

In the event city equipment is lost, damaged or destroyed during the provision of police protection to the School, the City shall be responsible for such loss, damage or destruction of its own equipment, except, if the property is damaged or destroyed as a result of the negligent or intentional acts of an employee of the School other than a City law enforcement officer. It is agreed that the School shall reimburse the City for any damage or destruction of City equipment resulting from the negligence or intentional acts of any employee of the School other than a City law enforcement officer.

V.

In consideration of the City providing police services as herein provided, the School shall pay three-quarters (3/4) of the wages to include COLA's, three-quarters (3/4) of the associated employment taxes, three-quarters (3/4) of related retirement benefits, and one-half (1/2) of the health insurance premiums per Officer. The School's share of the salary shall not exceed \$65,000.00 excluding overtime and benefits per Officer.

The School shall pay all overtime wages, associated employment taxes, and related retirement benefits incurred while the peace officer(s) are on any School-related business. When the School requests the peace officer(s) for extra-curricular activities, the School shall pay for all costs incurred.

In addition, the School shall pay one-half (1/2) of all expenses incurred by the peace officer(s) for equipment and training courses, in an amount not to exceed \$3,000.00 unless approved by the Board of Trustees of Devine ISD. Any purchase for a new vehicle must be approved by the Board of Trustees of Devine.

VI.

The parties agree that the City shall purchase a new automobile dedicated to the school resource officer(s). The parties to this agreement desire to allocate the costs for the purchase of the new automobile(s).

For the consideration expressed herein, and subject to the conditions expressed herein, the City shall pay the full purchase price for the automobile and will be responsible for the fuel, maintenance, insurance, and other costs associated with the automobile. The School will pay the City the sum of \$50,000.00 before September 30, 2026. At all times, the automobile will belong to the City and be counted and carried on the City's inventory and insurance.

In its sole discretion, the City shall decide what service work and repairs are needed for the operation, maintenance, and use of the automobile(s).

In consideration of the School sharing in the cost of the automobile(s), the primary function and use of the automobile(s) shall be dedicated to the school resource officer(s) and duties of those individuals; however, nothing in this agreement shall be construed to prohibit the use of said automobile(s) for other law enforcement activities as the City's Police Chief deems necessary.

In the event of a loss to the automobile, any insurance proceeds shall be paid to the City. If the loss to the automobile is deemed a total loss by an insurance carrier, all of the insurance proceeds shall be paid to the City, but the School shall be exempt from further responsibility under this agreement.

VII.

It is not intended that any part of this agreement should be construed as a waiver of the parties' sovereign immunities.

VIII.

Except as herein provided regarding the purchase of the automobile(s), the initial term of this Agreement shall be for one year from its date and shall continue in effect thereafter until either party gives written notice to the other party that they wish to terminate this Agreement.

Termination shall be effective 30 days from the date of the notice. At the end of the initial term, the parties may renew and extend this Agreement under such terms and conditions that the parties may agree upon.

PASSED AND APPROVED THIS 24th day of April, 2026.

SIGNED AND EXECUTED THIS 24th day of April, 2026

CITY OF DEVINE, TEXAS

By: Butch Cook
Butch Cook, Mayor

ATTEST:

Michelle Martin
Michelle Martin, City Secretary



DEVINE INDEPENDENT SCHOOL DISTRICT

By: _____

Job Title: School Resource Officer

Reports to: Chief of Police and ISD Superintendent

Dept./School: Assigned Campus(es)

Primary Purpose:

Patrols district property to include all school zones and work in a school setting to ensure the safety the students, staff, and property. A School Resource Officer (SRO) serves various roles such as educators, mentors, community liaisons and problem solvers. Enforce all state laws. Works independently.

Qualifications:

Education/Certification:

U.S. Citizen

High school diploma or GED

Texas Peace Officer License issued by Texas Commission on Law Enforcement (TCOLE)

Free from mental disorders

Special Knowledge/Skills:

National Basic SRO course

Level 1 ALERRT certified within six months

Special training in crisis prevention and preparedness

General knowledge of criminal investigation, police report writing, and criminal laws

Training and ability to subdue offenders, including use of firearms and handcuffs

Endorse high moral standards and use good judgment and discretion

Ability to pass required physical, psychiatric, and drug tests

Ability and willingness to build rapport with students and administration

Major Responsibilities and Duties:

Law Enforcement

1. Assist the school administration in maintaining a safe and secure environment.
2. Provide a highly visible presence to deter or identify trespassers on school campus.
3. Patrol assigned campus(es) and routes walking or driving within district jurisdiction.
4. Respond to all calls from campuses concerning crisis situations, accidents, and reports of crime.
5. Investigate criminal offenses occurring within district's jurisdiction and when appropriate make arrests.

6. Collect and preserve evidence for criminal investigations including witness statements and physical evidence.
7. Arrest perpetrators, file appropriate charges, and ensure placement in jail or juvenile detention centers for law violations as necessary.
8. Write effective legal incident reports.
9. Testify in court as needed.
10. Other duties as assigned by a supervisor, or DISD Administration.

Consultation

11. Work cooperatively with other police agencies to share information and provide other assistance.

Safety

12. Help provide traffic control at athletic events, school closings or openings, or at any other time.
13. Provide protection to or escort district personnel as needed.
14. Operate all equipment including firearms according to established safety procedures.
15. Follow district safety protocols and emergency procedures.

Administration

16. Compile, maintain, and file all physical and computerized reports, records, and documents required, including affidavits for arrest, incident reports, and activity reports.

Supervisory Responsibilities:

None

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: District vehicle, firearms, handcuffs, security equipment, two-way radio, alarm system and other security equipment, fire extinguisher, and standard office equipment including computer and peripherals

Posture: Prolonged sitting and standing

Motion: Strenuous walking and climbing; frequent keyboarding/mouse, prolonged driving

Lifting: Moderate lifting and carrying (15–44 pounds)

Environment: Work inside and outside (moderate exposure to sun, heat, cold, and inclement weather), moderate exposure to noise, frequent districtwide travel

Other: Specific hearing and visual requirements; may be subject to adverse and hazardous working conditions including violent and armed confrontations; ability to control sudden violent or extreme physical acts of others and exhibit rapid mental and muscular coordination simultaneously

Mental Demands: Maintain emotional control under stress; prolonged hours; on call 24 hours a day.

**Districts employing police should reference Policies CKE (Legal), CKEA (LEGAL), and DBE (LEGAL) and adopt Policy CKE (LOCAL). The district must also have a memorandum of understanding outlining reasonable communication and coordination efforts between school police department and law enforcement agencies that have overlapping functions.*

This document describes the general purpose and responsibilities assigned to this job and is not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Reviewed by _____ Date _____

Reviewed by _____ Date _____