

APPENDIX I

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

CHRISTA SCHULTZ, DANNY )  
SCHULTZ, CORWYN SCHULTZ, )  
and TREVOR SCHULTZ, )

Plaintiffs, )

v. )

CIVIL ACTION NO. SA-11-CA-0422-FB

MEDINA VALLEY INDEPENDENT )  
SCHOOL DISTRICT, )

Defendant. )

**SETTLEMENT AGREEMENT AND RELEASE  
ARISING DURING MEDIATION**

---

*Whereas* on May 26, 2011 a lawsuit (“Lawsuit”) was filed by Christa Schultz, Danny Schultz, Trevor Schultz, and Corwyn Schultz (“Plaintiffs”) against Defendant Medina Valley Independent School District (“School District”);

*Whereas* the Lawsuit is pending before the U.S. District Court, Western District of Texas (“the Court”) as Case No. SA-11-CA-0422-FB;

*Whereas* bona fide disputes and controversies exist between the parties, both as to liability and the amount thereof, if any; by reason of such disputes and controversies the parties hereto desire to compromise and settle all claims and causes of action of any kind whatsoever which the parties have or may have in the future arising out of the transaction or occurrence which is the subject of this Lawsuit; and it is understood and agreed that this is a compromise of a disputed claim, and nothing contained herein shall be construed as an admission of liability by any party, all such liability being expressly denied; and

*Whereas* Plaintiffs and Defendant wish to resolve the Lawsuit under the terms of this Settlement Agreement and Release Arising During Mediation (“Agreement”):

**A. Promotion of religion by School District officials and employees.**

1. School District officials, administrators, teachers, staff, agents, and/or employees (“School District Personnel”) will not do any of the following in the presence of students, either during the school day or at School District-sponsored activities or events: (a) initiate, solicit or direct prayers, (b) join students in prayers (e.g., joining in a student prayer circle), (c) proselytize, or (d) invite a third-party to engage in any of the practices listed in (a)–(c).

**B. Religious icons and displays.**

1. School District Personnel will not display crosses, religious images, religious quotations, Bibles or religious texts, or other religious icons or artifacts on walls, filing cabinets, halls, lobbies, locker rooms, windows, and doors of Medina Valley High School, unless such is for pedagogical and non-religious purposes (such as a history of world religions course).

**C. Student remarks at graduations.**

1. Contents of graduation program.

- a. The School District will not include a prayer—whether referred to as a prayer, blessing, invocation, benediction, or otherwise—as part of the official program of any graduation ceremony.
- b. The portions of the program devoted to student speeches will each be given the same name, such as Student Remarks or a substantially similar, but non-religious term. For instance, “Student Remarks by [valedictorian]”.
- c. The School District will not invite speakers—including any government officials or community leaders—that it has reason to believe will proselytize, promote religion, or disparage the religious beliefs (or lack thereof) of students or members of the community during their remarks.

2. Contents of student graduation remarks.

- a. Other than the restrictions set forth in the Model Policy Governing Voluntary Religious Expression in Public Schools, Texas Education Code §25.156 and this Agreement, as set forth in ¶ C.2 (e), the School District may not restrict, revise, edit, alter, or otherwise influence the content of Student Remarks. The School District may require students to insert their Student Remarks in the master notebook for all

speakers so that they are in one place on the podium.

- b. The School District may permit student graduation speakers to pray as part of Student Remarks.
- c. The School District will not provide student graduation speakers with copies of previous student speeches.
- d. The School District will not request or require that speakers submit Student Remarks for review by School District Personnel, and School District Personnel will not otherwise pre-screen the content of any Student Remarks.
- e. The School District may prohibit student graduation speakers from advocating imminent violence, promoting illegal drug use, or engaging in speech that is "obscene, vulgar, offensively lewd, or indecent."
- f. The School District will provide a written copy of the Graduation Disclaimer, set forth below in ¶ C.3 (a), to the students selected to make Student Remarks, upon selection.

3. Non-endorsement of student graduation remarks.

- a. The School District will include, in each printed graduation program, the following or substantially similar disclaimer ("Graduation Disclaimer"): "The students who shall be speaking at graduation were selected based on neutral criteria to deliver messages of the students' own choices. The content of each student speaker's message is the private expression of the individual student and does not reflect the endorsement, sponsorship, position, or expression of the District. We ask that the audience sit and remain seated during the Student Remarks."
- b. The School District will also deliver the Graduation Disclaimer orally at the beginning of the ceremony, prior to the first Student Remark.
- c. The School District will not ask, request, or invite the audience to stand during any Student Remarks (other than the recitation of the Pledge of Allegiance or the singing of the national anthem).
- d. To the extent that the audience has been asked to stand for a portion of the graduation ceremony (such as the Pledge of Allegiance or national anthem) that precedes a Student Remark, the School District will ask the audience to be seated prior to any subsequent Student

Remark.

- e. In the event that a Student Remark contains a prayer or other religious speech, School District Personnel on the stage will not stand.
4. Selection of student graduation speakers.
    - a. The School District may offer the graduating class's Valedictorian, Salutatorian, and Class President the opportunity to deliver Student Remarks.
    - b. The School District may select other students to deliver Student Remarks according to the following procedures:
      - i. Students will be eligible to deliver the Student Remarks if they (1) are graduating, (2) are one of the top three academically ranked graduates, the class president, or a student council officer, and (3) were not in a disciplinary placement during any part of the spring semester of the graduation year.
      - ii. The School District will orally notify the students eligible to deliver the Student Remarks and provide the eligible students with an opportunity to volunteer.
      - iii. The names of the eligible volunteers will be randomly drawn. The student whose name is drawn first will deliver the first Student Remark and the student whose name is drawn second will deliver the second Student Remark, etc.
  5. FNA (Local) will be amended to conform to the requirements of this section.

**D. Student remarks at football games, scholarship ceremonies, and other School District-sponsored activities and events.**

1. Contents of event program.
  - a. The School District will not include a prayer—whether entitled prayer, blessing, invocation, benediction, moment of reflection, or otherwise—in the official program of any School District-sponsored event, including but not limited to football games, scholarship and award ceremonies, and academic or athletic banquets.
  - b. The portions of the program devoted to student speeches, if any, will each be given the same name, such as Student Remarks or a substantially similar, but non-religious term. For instance, "Student

Remarks by [student volunteer]”.

- c. The School District will not invite speakers—including any government officials or community leaders—that it has reason to believe will proselytize, promote religion, or disparage the religious beliefs (or lack thereof) of students or members of the community during their remarks.
2. Contents of student event remarks.
    - a. Other than the restrictions set forth in the Model Policy Governing Voluntary Religious Expression in Public Schools, Texas Education Code §25.156 and this Agreement, as set forth in ¶ D.2 (e), the School District may not restrict, revise, edit, alter or otherwise influence the content of Student Remarks. To the extent applicable, the School District may require students to insert their Student Remarks in the master notebook for all speakers so that they are in one place on the podium.
    - b. The School District may permit student speakers to pray as part of Student Remarks.
    - c. The School District will not provide student speakers with copies of previous student speeches.
    - d. The School District will not request or require that speakers submit Remarks for review by School District Personnel, and School District Personnel will not otherwise pre-screen the content of any Student Remarks.
    - e. The School District may prohibit student speakers from advocating imminent violence, promoting illegal drug use, or engaging in speech that is “obscene, vulgar, offensively lewd, or indecent.”
  3. Non-endorsement of student event remarks.
    - a. For football games, the School District will include, in each printed event program, the following or substantially similar disclaimer (“Event Disclaimer”): “The student speaking at this event is a volunteering student selected on neutral criteria to introduce the event. The content of the introduction is the private expression of the student and does not reflect the endorsement, sponsorship, position, or expression of the District.” The oral rendition of the disclaimer will be announced as follows: “The student speaking at this event is a

volunteering student selected on neutral criteria to introduce the event. The content of the introduction is the private expression of the student and does not reflect the endorsement, sponsorship, position, or expression of the District. You may be seated.” To the extent that the marching band is in the audience and not performing, its members will be seated during the Student Remarks.

- b. For events other than football games, the School District will include, in each printed program, if any, the following or substantially similar disclaimer (“Event Disclaimer”): “The students who shall be speaking at this event were selected based on neutral criteria to deliver messages of the students’ own choices. The content of each student speaker’s message is the private expression of the individual student and does not reflect the endorsement, sponsorship, position, or expression of the District. We ask that the audience sit and remain seated during the Student Remarks.” The School District will also deliver the Event Disclaimer orally at the beginning of the ceremony, prior to the first Student Remark.
  - c. For events other than football games, in the event that a Student Remark contains a prayer or other religious speech, School District Personnel on the stage will not stand.
4. Selection of student event speakers.
- a. Students will be eligible to deliver Student Remarks, if any, at events other than graduations if they (1) are in the highest two grade levels of the school and (2) are not in a disciplinary placement at the time of the speaking event or during any part of the first full week of instruction during the semester during which the speaking event is to take place.
  - b. During the first full week of instruction each semester, the School District will announce, during each day’s morning announcements, that (i) the students identified above in ¶ D.4 (a) are eligible to volunteer to deliver Student Remarks at selected school events during that semester, and (ii) such students may volunteer to deliver Student Remarks by submitting their names to the campus principal during the first full week of instruction during that semester.
  - c. The names of the students who volunteer to deliver Student Remarks will be randomly drawn until all names have been selected; the names will be listed in the order drawn.

- d. Certain students who have attained special positions of honor in the school have traditionally addressed school audiences from time to time as a tangential component of their achieved positions of honor, such as the captains of various sports teams, student council officers, class officers, homecoming kings and queens, prom kings and queens, and the like, and have attained their positions based on neutral criteria. Nothing in this Agreement eliminates the continuation of the practice of having these students, irrespective of grade level, address school audiences in the normal course of their respective positions. For instance, the National Honor Society president may speak at the National Honor Society Banquet; the captain of a sports team may speak at a pep rally; or the president of the debate team may speak at a debate event.
  - e. If there are fewer student volunteers than there are speaking opportunities in a given semester, the list of student speakers will be repeated as needed, in the same order that the students have been selected pursuant to ¶ D.4(c).
  - f. If no students volunteer or if the selected speaker declines or becomes ineligible, no Student Remark will be delivered at the given event.
5. FNA (Local) will be amended to conform to the requirements of this section.

**E. Non-Disparagement and Non-Retaliation.**

1. School District Personnel will not retaliate against any student who complains or expresses concern—either to School District Personnel or otherwise—about an alleged violation of the terms of this Agreement or the requirements of the First Amendment to the U.S. Constitution.

2. School District Personnel will not retaliate against any other School District Personnel who complains or expresses concern—either to School District Personnel or otherwise—about an alleged violation of the terms of this Agreement or the requirements of the First Amendment to the U.S. Constitution.

3. School District Personnel will not disparage the Plaintiffs.

**F. Training of School-District Personnel.**

1. The School District will provide annual training (“Personnel Training”) to all School District Personnel who interact with students or parents or who supervise those who interact with students or parents.

2. The Personnel Training will cover the topics in FNA Legal and Local, and highlight the following sections in such training: (a) First Amendment; (b) Freedom of Speech; (c) Prayer at School Activities; (d) Expression of Religious Viewpoints; (e) Student Expression of Religious Viewpoints; (f) the Agreement's prohibition of school officials or personnel from initiating, soliciting, or directing prayers; from joining in prayers, such as student prayer circles; and from proselytizing during the school day or at a school-sponsored activity or event; (g) the Agreement's prohibition of school officials or personnel inviting others to initiate, solicit, or direct prayers; to join in prayers, such as student prayer circles; or to proselytize during the school day or at a school-sponsored activity or event; (h) the Agreement's prohibition of school officials or personnel displaying crosses, religious images, religious quotations, Bibles or religious texts, or other religious icons or artifacts on walls, filing cabinets, halls, lobbies, locker rooms, windows, and doors of Medina Valley High School unless such is for pedagogical and non-religious purposes (such as a history of world religions course); (i) the School District's requirement that students and school officials and personnel respect the religious diversity of Medina Valley High School students and staff, including individuals who choose not to practice any religion and those who do; (j) the Agreement's requirement that School District officials and personnel refrain from disparaging Plaintiffs; and (k) the Agreement's requirement that School District officials and personnel refrain from retaliating against any student or School District official or employee who complains or expresses concern about an alleged violation of the Agreement or the First Amendment to the U.S. Constitution.

2. The Personnel Training will be conducted by School District personnel according to a program outline, approved by its outside counsel, covering the topics described in ¶ F.2.

3. The School District will also train relevant personnel about the Agreement's requirements governing such personnel's specific functions. By way of example, the School District will train its graduation planners about the procedures governing selection of student speakers and student speeches; planners of other events about the procedures governing those events; and the Medina Valley High School Principal about the procedures for solicitation of student volunteers to deliver Student Remarks at football games and other events. The School District's outside counsel will approve the list of additional individuals to be trained about such topics.

#### **G. Student Education.**

1. The Medina Valley High School student handbook will contain a section on students' rights to religious freedom, including the importance of respect for and tolerance of students from all backgrounds and the specific procedures for



registering a complaint with School District Personnel about an alleged violation of the Agreement and the prohibition against retaliation by School District personnel against those who complain about an alleged violation of the Agreement. The School District can fulfill this requirement by including, in the student handbook, a summary of the terms of this Agreement and the relevant complaint procedures, attached hereto as Exhibit A, along with a link to the website URL containing the Agreement summary attached hereto as Exhibit B.

2. The Board policies will be amended to clarify the procedures for handling such complaints as follows:

- a. The first sentence under the section entitled "Appeal" on page 6 of FFH(Local) will be amended to read: "A student who is dissatisfied with the outcome of the investigation may appeal to the Board using the Level Three procedures laid out on pages 5-6 of FNG(Local)."
- b. Wherever FNG(Local) mentions "FFH," it shall be amended to read "FFH(Local) and FFH(Legal)."

3. The topics described above in ¶ G.1 will also be explained orally to all Medina Valley High School students during the first week of each school year by a member of the School District's administration.

**H. Costs and Attorneys' Fees.** No later than fifteen business days after the Agreement takes effect, the School District will pay \$125,000 in attorneys' fees and costs to Plaintiffs' counsel, Americans United for Separation of Church and State.

**I. Enforcement.**

1. The Court will retain jurisdiction to enforce this Agreement for a period of 10 years from the Effective Date, as defined in ¶ K, at which time this Agreement will expire of its own accord.

2. A breach of this Agreement may cause irreparable harm that monetary relief cannot adequately compensate, and for which an injunction may provide the only adequate remedy.

**J. Dismissal of Lawsuit and Mutual Release.**

1. No more than five business days after the Agreement takes effect, Plaintiffs will move to dismiss the Lawsuit with prejudice, subject to the Court's retention of jurisdiction to enforce the Agreement.

2. The parties and their counsel agree to cooperate with each other in the drafting and execution of any additional documents reasonably requested or required to implement the provisions and spirit of this Agreement.

3. If one or more disputes arise with regard to the interpretation and/or performance of this Agreement or any of its provisions, the parties agree that before seeking to enforce the Agreement in Court, they will attempt to resolve same by telephone conference with the mediator who facilitated this settlement or a mutually agreeable mediator.

4. As of the Effective Date, the parties release, discharge, and forever hold the other harmless from any and all claims, demands or suits, known or unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted in the Lawsuit, as of this date, arising from or related to the events and transactions which are the subject matter of this cause, EXCEPT as to the obligations set forth herein. These mutual releases run to the benefit of all attorneys, agents, employees, officers, directors, shareholders, partners, heirs, assigns, and legal representatives of the released party/ies hereto.

5. The Agreement does not constitute an admission, by either Plaintiffs or the School District, to any wrongdoing or legal violation.

**K. Effective Date.** The Agreement will take effect only after each of the following has taken place:

1. The Agreement is signed by each Plaintiff, by an authorized representative of the School District, and by counsel for Plaintiffs and the School District.
2. The Agreement is approved by vote of the School District's Board of Trustees.
3. The Agreement is approved by the Court.

**L. Construction and Amendment.**

1. The Agreement has been prepared jointly by counsel for Plaintiffs and the School District. Any ambiguities will not be construed in favor of either Plaintiffs or the School District by virtue of either party having drafted the Agreement or any of its provisions.

2. Although the mediator has provided a basic outline of this Agreement to the parties' counsel as a courtesy to facilitate the final resolution of this dispute, the parties and their counsel have thoroughly reviewed such outline and have, where necessary, modified it to conform to the requirements of their agreement. All

signatories to this Agreement hereby release the mediator from any and all liability arising from the drafting of this Agreement.


3. Any amendments to this Agreement must be (a) agreed to in writing by counsel for Plaintiffs and counsel for the School District, (b) approved by the School Board, and (c) approved by the Court. Neither side shall unreasonably withhold consent to an amendment, including an amendment under Federal Rule of Civil Procedure 60, based on changed circumstances.

#### **M. Signatories**

1. Each signatory hereto hereby warrants and represents that:
  - a. Such person has authority to bind the parties for whom such person acts;
  - b. The claims, suits, rights, and/or interests which are the subject matter hereto are owned by the party asserting same, have not been assigned, transferred or sold, and are free of encumbrance; and
  - c. Such person has executed this Agreement freely and without duress, after having consulted with, or having had the opportunity to consult with, the attorneys of such person's choice. Each party hereto has been advised by the mediator that the mediator is not the attorney for any party and that each party should have this Agreement reviewed by such party's attorney prior to executing same.

APPROVED AS TO FORM AND SUBSTANCE, AND AGREED TO ON THIS 6TH DAY OF FEBRUARY, 2011, BY:


PLAINTIFF

  
\_\_\_\_\_  
Christa Schultz

MEDINA VALLEY INDEPENDENT  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

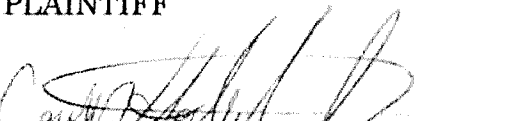
PLAINTIFF

  
\_\_\_\_\_  
Danny Schultz

PLAINTIFF

\_\_\_\_\_  
Trevor Schultz

PLAINTIFF

  
\_\_\_\_\_  
Corwyn Schultz

APPROVED AS TO FORM AND SUBSTANCE, AND AGREED TO ON THIS 6TH DAY OF FEBRUARY, 2011, BY:

PLAINTIFF

MEDINA VALLEY INDEPENDENT  
SCHOOL DISTRICT

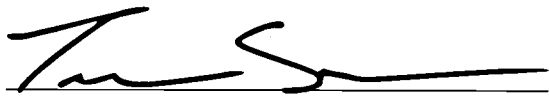
\_\_\_\_\_  
Christa Schultz

PLAINTIFF

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Danny Schultz

PLAINTIFF



\_\_\_\_\_  
Trevor Schultz

PLAINTIFF

\_\_\_\_\_  
Corwyn Schultz

APPROVED AS TO FORM AND SUBSTANCE, AND AGREED TO ON THIS 6TH DAY OF FEBRUARY, 2011, BY:

PLAINTIFF

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

Christa Schultz

PLAINTIFF

By: *Joanne Van Winkle*  
As: Board Secretary.  
Joanne Van Winkle

Danny Schultz

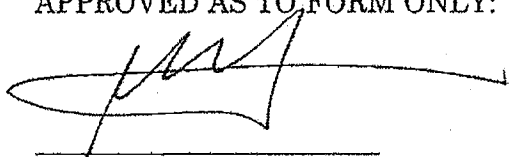
PLAINTIFF

*Trevor Schultz*  
Trevor Schultz

PLAINTIFF

Corwyn Schultz

APPROVED AS TO FORM ONLY:



Ayesha N. Khan (*pro hac vice*)  
Gregory M. Lipper (*pro hac vice*)  
AMERICANS UNITED FOR SEPARATION OF  
CHURCH AND STATE  
1301 K Street NW, Suite 850  
Washington, DC 20005  
(202) 466-3234  
(202) 898-0955 (fax)  
khan@au.org | lipper@au.org

Donald H. Flanary, III (Bar No. 24045877)  
GOLDSTEIN, GOLDSTEIN & HILLEY  
310 South St. Mary's Street, Suite 2900  
San Antonio, Texas 78205  
(210) 226-1463  
(210) 226-8367  
donflanary@hotmail.com

*Counsel for Plaintiffs*

Date: 2/7/12



D. Craig Wood (Bar No. 21888700)  
Stacy Tuer Castillo (Bar No. 00796322)  
WALSH, ANDERSON, BROWN,  
GALLEGOS & GREEN, P.C.  
100 NE Loop 410, Suite 900  
San Antonio, TX 78216  
(210) 979-6633  
(210) 979-7024 (fax)  
cwood@wabsa.com |  
scastillo@wabsa.com

*Counsel for Defendants*

Date: 2/8/12

Exhibit A (Insert for Student Handbook)

**1. Religious Activity in School.**

During the School day and at school-sponsored activities and events, School officials and personnel are prohibited from initiating, soliciting, or directing prayers; from joining in prayers, such as student prayer circles; and from proselytizing.

During the School day and at school-sponsored activities and events, School officials and personnel cannot invite others to initiate, solicit, or direct prayers; to join in prayers, such as student prayer circles; or to proselytize.

**2. Respect for Religious Diversity.**

Students and School officials should respect the religious diversity of Medina Valley High School students and staff, including individuals who choose not to practice any religion and those who do.

**3. Link to summary of Court Order.**

Additional details about the restrictions on the promotion of religion and the display of religious objects by School officials and personnel at Medina Valley High School, and the selection of student speakers and delivery of student speeches at School events can be found in a summary of the February 2012 order of the U.S. District Court ("Court Order"), available at [URL].

**4. Grievance Procedures.** Students, parents, or staff members who wish to complain or express concern about the promotion of religion by School officials or personnel or the violation of the Court Order may use the applicable procedures described in the following School District policies:

(a) FFH (Local), available at  
<http://www.tasb.org/policy/pol/private/163908/pol.cfm?DisplayPage=FFH%28LOCAL%29.pdf&QueryText=FFH>,

(b) FNG (Local), available at  
<http://www.tasb.org/policy/pol/private/163908/pol.cfm?DisplayPage=FNG%28LOCAL%29.pdf&QueryText=FNG>,

(c) DIA (Legal), available at  
[http://www.tasb.org/policy/pol/private/163908/pol.cfm?DisplayPage=DIA\(LEGAL\).pdf](http://www.tasb.org/policy/pol/private/163908/pol.cfm?DisplayPage=DIA(LEGAL).pdf), and

(d) DIA (Local), available at  
[http://www.tasb.org/policy/pol/private/163908/pol.cfm?DisplayPage=DIA\(LOCAL\).pdf](http://www.tasb.org/policy/pol/private/163908/pol.cfm?DisplayPage=DIA(LOCAL).pdf).



Exhibit B (Summary of February 2012 Court Order)

**1. Religious Activity in School.**

During the school day or at school-sponsored activities and events, School officials and personnel are prohibited from initiating, soliciting, or directing prayers; from joining in prayers, such as student prayer circles; and from proselytizing.

During the school day or at school-sponsored activities and events, School officials and personnel cannot invite others to initiate, solicit, or direct prayers; to join in prayers, such as student prayer circles; or to proselytize.

**2. Display of Religious Icons in School.**

School officials and personnel cannot display crosses, religious images, religious quotations, Bibles or religious texts, or other religious icons or artifacts on walls, filing cabinets, halls, lobbies, locker rooms, windows, and doors of Medina Valley High School unless such is for pedagogical and non-religious purposes (such as a history of world religions course).

**3. Non-Retaliation.**

School officials and personnel cannot retaliate against any student or School employee who complains or expresses concern about an alleged violation of the requirements of the First Amendment to the U.S. Constitution or an alleged promotion of religion in violation of the February 2012 order of U.S. District Court ("Court Order") in *Schultz v. Medina Valley Independent School District*, No. SA-11-CA-0422-FB (W.D. Tex.).

**4. Graduation Ceremonies.**

The Medina Valley High School graduation cannot include a prayer—whether entitled prayer, blessing, invocation, benediction, or otherwise—as part of the official program of any graduation ceremony. It may feature student speeches or remarks, all of which will be referred to by the same name—for instance, Student Remarks, or a substantially similar, non-religious term, e.g. "Student Remarks by [valedictorian]".

The Valedictorian, Salutatorian, and Class President may be given the opportunity to deliver Student Remarks.

The School District may also decide to select additional students to deliver Student Remarks. Students are eligible to deliver the Student Remarks if they (1) are graduating, (2) are one of the top three academically ranked graduates, the class president, or a student council officer, and (3) were not in a disciplinary placement during any part of the spring semester of the graduation year.

Eligible students will be notified of their eligibility orally and given an opportunity to volunteer. The names of eligible volunteers will be randomly drawn and the student whose name is drawn first will deliver the first Student Remark, and the student whose name is drawn second will deliver the Second Student Remark, etc.

The School may permit students to pray as part of the Student Remarks and may prohibit student speakers from advocating imminent violence, promoting illegal drug use, or engaging in speech that is "obscene, vulgar, offensively lewd, or indecent." The School District may also require Student Remarks to relate to the purpose of the event.

The School District may not otherwise edit or restrict the content of Student Remarks.

The School cannot provide student graduation speakers with copies of prior student speeches and cannot request or require that student speakers submit their remarks for review. School personnel will not otherwise pre-screen the content of any Student Remarks. School officials may require students to insert a written copy their Student Remarks in the master notebook for all speakers so that they are in one place on the podium.

The Graduation Disclaimer will state: "The students who shall be speaking at graduation were selected based on neutral criteria to deliver messages of the students' own choices. The content of each student speaker's message is the private expression of the individual student and does not reflect the endorsement, sponsorship, position, or expression of the District. We ask that the audience sit and remain seated during the Student Remarks."

The School District must provide a written copy of the Graduation Disclaimer to students selected to speak at graduation, upon selection. The Graduation Disclaimer must also be printed in each graduation program and delivered orally, at the beginning of the ceremony, prior to the first Student Remark.

The School District cannot ask the audience to stand during any Student Remarks, and when the audience has been asked to stand for some other part of the ceremony (e.g. Pledge of Allegiance), the School District will ask the audience to be seated prior to any subsequent Student Remark.

If a Student Remark contains a prayer or other religious speech, School officials or personnel on the stage will not stand.

The School District cannot invite speakers to graduation whom it has reason to believe will proselytize, promote religion, or disparage the religious beliefs (or lack thereof) of students or members of the community.

##### **5. Football Games and Other Events.**

School District-sponsored events (such as football games, scholarship and award ceremonies, and academic or athletic banquets) cannot include a prayer—whether entitled prayer, blessing, invocation, benediction, or otherwise—as part of the official program.

The School District may allow students to deliver speeches or remarks, all of which will be referred to by the same name—such as Student Remarks, or a substantially similar but non-religious term, e.g. “Student Remarks by [student volunteer]”.

If the School District decides to have Student Remarks at such an event, student speakers will be selected according to the following procedures. Students will be eligible to deliver Student Remarks if they are (1) in the highest two grade levels of the school, and (2) are not in a disciplinary placement at the time of the speaking event or during any part of the first full week of the semester during which the event is to take place. Such students are eligible to volunteer to deliver Student Remarks by submitting their names to the campus principal during the first full week of instruction each semester. The names of the volunteers will be randomly drawn and listed in the order drawn.

The School District may permit students to pray as part of the Student Remarks and may prohibit student speakers from advocating imminent violence, promoting illegal drug use, or engaging in speech that is “obscene, vulgar, offensively lewd, or indecent.” The School District may also require Student Remarks to relate to the purpose of the event.

The School District may not otherwise edit or restrict the content of Student Remarks.

The School cannot provide student speakers with copies of prior student speeches and cannot request or require that students submit their remarks for review, and School personnel will not otherwise pre-screen the content of any Student Remarks. If applicable, the School District may require students to insert their Remarks in the master notebook for all speakers so that they are in one place on the podium.

The Written Football Disclaimer will state: “The student speaking at this event is a volunteering student selected on neutral criteria to introduce the event. The content of the introduction is the private expression of the student and does not reflect the endorsement, sponsorship, position, or expression of the District.”

The Oral Football Disclaimer will state: “The student speaking at this event is a volunteering student selected on neutral criteria to introduce the event. The content of the introduction is the private expression of the student and does not reflect the endorsement, sponsorship, position, or expression of the District. You may be seated.”

At football games, the School must include a copy of the Written Football Disclaimer in each printed program. The Oral Football Disclaimer will be delivered orally prior to the first Student Remark. To the extent that the marching band is in the audience and not performing, its members will be seated during the Student Remarks.

For events other than graduations and football games, the Event Disclaimer will state: “The students who shall be speaking at this event were selected based on neutral criteria to deliver messages of the students’ own choices. The content of each student speaker’s message is the private expression of the

individual student and does not reflect the endorsement, sponsorship, position, or expression of the District. We ask that the audience sit and remain seated during the Student Remarks.”

For events other than football games, the School District must include a copy of the Event Disclaimer in each printed program, if any. The Event Disclaimer will also be delivered orally at the beginning of the ceremony, prior to the first Student Remark.

The School District cannot ask the audience to stand during any Student Remarks, and when the audience has been asked to stand for some other part of the ceremony (e.g. Pledge of Allegiance), the School District will ask the audience to be seated prior to any subsequent Student Remark.

If a Student remark delivered during an event other than a football game contains a prayer or other religious speech, School officials on the stage will not stand.

The School District cannot invite outside speakers to School District-sponsored events whom it has reason to believe will proselytize, promote religion, or disparage the religious beliefs (or lack thereof) of students or members of the community.

#### **6. Respect for Religious Diversity.**

Students and School officials and personnel should respect the religious diversity of Medina Valley High School students and staff, including individuals who choose not to practice any religion and those who do.

#### **7. Grievance Procedures.**

Students, parents, or staff members who wish to complain or express concern about the promotion of religion by School officials or personnel or the violation of any of the above provisions may use the following procedures, to the extent applicable, to present their complaints:

1. Students or parents may bring their concerns to the attention of any School District employee informally as set forth in School District policy FFH(Local), available at [http://www.tasb.org/policy/pol/private/163908/pol.cfm?DisplayPage=FFH\(LOCAL\).pdf&QueryText=FFH](http://www.tasb.org/policy/pol/private/163908/pol.cfm?DisplayPage=FFH(LOCAL).pdf&QueryText=FFH).
2. Students or parents may also bring their complaint directly to the Superintendent as set forth in School District policy FFH(Local), available at [http://www.tasb.org/policy/pol/private/163908/pol.cfm?DisplayPage=FFH\(LOCAL\).pdf&QueryText=FFH](http://www.tasb.org/policy/pol/private/163908/pol.cfm?DisplayPage=FFH(LOCAL).pdf&QueryText=FFH).
3. Any student or parent who is dissatisfied with the outcome of the School’s investigation performed pursuant to a complaint submitted under FFH(Local) may appeal to the Board of Trustees using the Level Three procedures laid out on pages 5–6 of District policy FNG(Local), available at

[http://www.tasb.org/policy/pol/private/163908/pol.cfm?DisplayPage=FNG\(LOCAL\).pdf&QueryText=FNG](http://www.tasb.org/policy/pol/private/163908/pol.cfm?DisplayPage=FNG(LOCAL).pdf&QueryText=FNG).

4. Any staff member may bring a complaint pursuant to District Policy DIA (Legal), available at [http://www.tasb.org/policy/pol/private/163908/pol.cfm?DisplayPage=DIA\(LEGAL\).pdf](http://www.tasb.org/policy/pol/private/163908/pol.cfm?DisplayPage=DIA(LEGAL).pdf), and DIA (Local), available at [http://www.tasb.org/policy/pol/private/163908/pol.cfm?DisplayPage=DIA\(LOCAL\).pdf](http://www.tasb.org/policy/pol/private/163908/pol.cfm?DisplayPage=DIA(LOCAL).pdf)