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CAUSE NO. 348-362718-25

KNIGHT FIRST AMENDMENT INSTITUTE AT COLUMBIA UNIVERSITY,	§	**IN THE DISTRICT COURT OF**
Plaintiff,	§	
v.	§	**348TH JUDICIAL DISTRICT**
GRAPEVINE-COLLEYVILLE INDEPENDENT SCHOOL DISTRICT,	§	
Defendant.	§	**TARRANT COUNTY, TEXAS**

DEFENDANT'S REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

Pursuant to Tex. R. Civ. P. 166a and the parties' Rule 11 agreement, Defendant Grapevine-Colleyville Independent School District ("GCISD"), files the following reply to Plaintiff's Opposition to Defendant's Motion for Summary Judgment.

I. INTRODUCTION

1. This is a lawsuit brought by Plaintiff Knight First Amendment Institute at Columbia University ("Knight") seeking relief under the Texas Public Information Act.

2. On January 30, 2026, GCISD and Knight filed their respective cross motions for summary judgment.[1] By Rule 11 agreement, on February 27, 2026, the parties filed their respective responses. Consistent with the parties' agreement, GCISD now files its reply to Knight's response to GCISD's motion for summary judgment.

[1] The Court has set the motions for hearing by submission on March 11, 2026, at 8:00 a.m.

II.
REPLY

3. Knight's response, similar to its summary judgment motion, continues to argue that Tex. Gov't Code § 552.139(a)'s three exceptions from disclosure[2] *only* except from disclosure "information that, if disclosed, would threaten the ***security*** of a government body's computer network" and that GCISD is relying on an overly broad interpretation of the "computer **security** exception" in section 552.139(a). See Knight's response, pp. 2-7. In reply, GCISD reiterates that accepted rules of statutory construction do not support Knight's interpretation of section 552.139(a) as only relating to a single exception from disclosure: that exception being a threat to computer network "security."

4. "We presume the Legislature included each word in the statute with a purpose and that words not included were purposely omitted"; thus, "[w]e must give effect to every word and phrase if it reasonable to do so because we presume the Legislature used every word or phrase intentionally, with a meaning and a purpose." *Lippincott v. Whisenhunt,* 462 S.W.3d 507, 509 (Tex. 2015); *N.P. v. Methodist Hosp.,* 190 S.W.3d 217, 223 (Tex. App. – Houston [1st Dist.] 2006, pet. denied). Relevant to the statute here, "[i]t is the Legislature's responsibility to impose restrictions, if any, on the Open Records Act's unambiguous and unqualified language. Courts 'are not responsible for omissions in legislation,' but must 'take statutes as they find them.'" *Holmes v. Morales,* 924 S.W.2d 920, 925 (Tex. 1996) (quoting *Simmons v. Arnim,* 110 Tex. 309, 220 S.W. 66, 70 (Tex. 1920)); see also *Walker Cnty, ESD No. 3 v. City of Huntsville,* 658 S.W.3d 807, 815

[2] Section 552.139(a) excepts from disclosure information that "relates to" (1) "computer network security," (2) "to restricted information under Section 2059.055," (3) "or to the design, operation, or defense of a computer network." Of note, section 552.139's heading does not suggest that it is limited to only computer network "security," reading instead "Exception: Confidentiality of Government Information **Related to Security or Infrastructure** Issues for Computers." The Legislature's use of the disjunctive participle "or" between "security" and "infrastructure" is significant: "In its ordinary use the term 'or' is disjunctive, and alternative in its effect." *Shell Petroleum Corp. v. Royal Petroleum Corp.*, 137 S.W.2d 753, 758 (Tex. 1940).

(Tex. App. – Waco 2022, pet denied) ("If the text of a statute is unambiguous, we must take the Legislature at its word, respect its policy choices, and *not revise a statute under the guise of interpreting it*.") (emphasis added). Notably, when giving effect to the Legislature's intent as expressed by the plain language of a statute, "[t]o determine a statutory term's common, ordinary meaning, we typically look first to their dictionary definitions and then consider the term's usage in other statutes, court decisions, and similar authorities." *Tex. State Bd. of Exam'rs of Marriage and Family Therapists v. Tex. Med. Ass'n,* 551 S.W.3d 28, 35 (Tex. 2017); *ISI Contr., Inc. v. Markham,* 647 S.W.3d 489, 494 (Tex. App. – San Antonio 2022, pet. denied). However, this does not include resorting to extrinsic aids like legislative history. *Id.*

5. Despite the statute's unambiguous language, Knight's response nevertheless continues to ask the Court to look to the legislative history of §552.139 to determine the Legislature's intent with respect to the three listed exceptions to disclosure. See Knight's response, pp. 3, 5. However, the Texas Supreme Court has repeatedly rejected this approach:

> The family urges us to consider various extrinsic construction aids that they contend confirm that the legislature intended their proposed construction. … As we have repeatedly explained, however, we do not rely on such extrinsic aids to construe unambiguous statutory language. *Sullivan,* 488 S.W.3d at 299 ("We, however, do not resort to extrinsic aides, such as legislative history, to interpret a statute that is clear and unambiguous.").[3]
>
> …
>
> The family notes, however, that section 311.023 of the Code Construction Act permits courts to consider a statute's legislative history "whether or not the statute is considered ambiguous on its face." See Tex. Gov't Code §311.023(3). Although this section may grant us legal permission, not all that is lawful is beneficial. Constitutionally, it is the courts' responsibility to construe statutes, not the legislature's. In fulfilling that duty, we do not consider

[3] "And we will not rely on such extrinsic aids to create an ambiguity." *Tex. Health Presbyterian Hosp. of Denton v. D.A.,* 569 S.W.3d 126, 133 n. 8 (Tex. 2018) (citing *Fitzgerald,* 996 S.W.2d at 865-66).

> legislative history or other extrinsic aides to interpret an unambiguous statute because the statute's plain language most reliably reveals the legislature's intent. *Sullivan,* 488 S.W.3d at 299. We have therefore "repeatedly branded" reliance on extrinsic aids as "'improper' and 'inappropriate' when statutory language is clear." *BankDirect,* 519 S.W.3d at 84.

Tex. Health Presbyterian Hosp. of Denton, 569 S.W.3d at 135-36. See also *Fleming Foods of Tex. v. Rylander,* 6 S.W.3d 278, 283-84 (Tex. 1999). Here, the language used by the Legislature in § 552.139(a) is clear and unambiguous, meaning this court should ***not***, as requested by Knight, improperly rely on extrinsic aids such as legislative history to construe the statute's plain language.

6. Knight's response, pp. 4-5, complains that GCISD's reliance on section 552.139(a)'s use of the term "relates to" reads the statute too broadly.[4] GCISD has two observations in reply: (1) the Legislature intentionally used the term "relates to" in this section and "we presume the Legislature used every word or phrase intentionally, with a meaning and a purpose," *Lippincott,* 462 S.W.3d at 509; and (2) although the Public Information Act should be liberally construed when appropriate, "[t]he right to access is not absolute [and] the Legislature incorporated into the PIA more than sixty exceptions to the public-disclosure requirement, ranging from '***very broad*** to more specific categories of information.'" *King v. Paxton*, 576 S.W.3d 881, 890 (Tex. App. – Austin 2019, pet. denied) (emphasis added). Here, by intentionally using the term

[4] In support of its argument, Knight's response cites to *City of Fort Worth v. Cornyn*, 86 S.W.3d 820 (Tex. App. – Austin 2002, no pet.). However, that opinion did not focus on the phrase "relates to" as used in Tex. Gov't Code § 552.108(b)(1). Rather, the court focused on the interpretation of the phrase "law enforcement" as used in that statute and held that "the phrase 'law enforcement,' in light of the immediately following words 'prosecutor' or 'prosecution,' evidences an intent by the Legislature to include within the law enforcement exception only that type of information that relates to violations of the law [and not pre-employment background and reference information obtained from third parties]." *Id*. at 327. In our present case, the operative phrases in section 552.139(a) are the "design [or] operation of a computer network," not "law enforcement." Moreover, the *Cornyn* court's approval of the consideration of the factors in the Code Construction Act, such as legislative history, "even when a statute is not ambiguous on its face" (*id*. at 324) has now been characterized by the Texas Supreme Court as "improper and inappropriate." *Tex. Health Presbyterian Hosp. of Denton,* 569 S.W.3d at 135-36.

"relating to" immediately before the phrase "design [or] operation of a computer network" in section 552.139(a), the Legislature intended a "very broad" exception.[5]

7. As explained in GCISD's summary judgment response (see response, ¶¶ 12-24), Tex. Gov't Code §552.139(a) – by the Legislature's intentional use of the disjunctive participle **"or"** – signifies a separation between three alternative exceptions (not one exception as suggested by Knight) from disclosure under the Public Information Act: (1) information that relates to "computer network security," ***or*** (2) information that relates to "restricted information under Section 2059.055," ***or*** (3) information that relates to "the design, operation, ***or*** defense of a computer network." See *Jones v. State*, 175 S.W.3d 927, 932 (Tex. App. – Dallas 2005, no pet.) (the term "or" is "disjunctive and signifies a separation between two distinct ideas. It separates words or phrases in the alternative relationship, indicating that either of the separated words or phrases may be employed without the other."). In other words, the word ***"or"*** in §552.139(a) means that the "design [or] operation" exception may be employed without reference to the alternative "computer network security" exception. However, despite these three alternatives in §552.139(a) – *which are required to be "treated separately"*[6] – both Knight's summary judgment motion and its response ***solely*** focus on the "computer network security" exception, and ignore the alternative exception for information that "relates to" "the design [or] operation" of GCISD's computer network.

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[5] The courts have held that the phrase "relates to," as used in other sections of the Act, "is ***very broad***, encompassing even information that would not be 'relevant,' in the evidentiary sense, during litigation." *B.W.B. v. Eans Indep. Sch. Dist.,* 2018 Tex. App. Lexis 223, *19 (Tex. App. – Austin 2018, no pet.) (emphasis added); see also *City of San Antonio v. Abbott,* 432 S.W.3d 429, 432 (Tex. App. – Austin 2014, pet. denied) ("The plain meaning of the phrase 'relates to' is 'to have a connection with, to refer to, or to concern.' In ordinary use, the phrase 'relates to' is ***very broad***.") (emphasis added).

[6] *Jones*, 175 S.W.3d at 933; *Black v. Williams*, 2014 Tex. App. Lexis 11715, *7 (Tex. App. – Amarillo 2014, pet. denied) (same); *Heritage on the San Gabriel Homeowners Ass'n v. Tex. Comm'n on Envtl. Quality*, 393 S.W.3d 417, 427 (Tex. App. – Austin 2012, pet. denied) (same).

8. By contrast, as detailed in GCISD's summary judgment motion (see motion, ¶¶ 31-36), student email accounts and internet access are part of GCISD's "computer network." See Berger Declaration, ¶ 5. Importantly, GCISD, as a recipient of federal funding, is subject to the Children's Internet Protection Act ("CIPA"), Pub. L. No. 106-554, 114 Stat. 2763 (2000). CIPA was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the internet. Critical to GCISD's "design or operation"[7] of its computer network, GCISD is required under CIPA to have blocking or filtering measures in place to address the following: access by minors to inappropriate matter on the internet; the safety and security of minors when using electronic mail, chat rooms and other forms of direct electronic communications; unauthorized access, including so-called "hacking," and other unlawful activities by minors online; unauthorized disclosure, use, and dissemination of personal information regarding minors; and measures restricting minors' access to materials harmful to them.[8] See, e.g., *Parents, Families & Friends of Lesbians & Gays, Inc. v. Camdenton R-III Sch. Dist.*, 853 F.Supp.2d 888, 891 (W.D. Mo. 2012) (CIPA "requires schools to protect children using school computers from viewing visual depictions that are obscene, child pornography, or harmful to minors."); see also Berger Declaration, ¶ 5-6; Patterson Declaration, ¶ 2. Accordingly, to comply with CIPA, GCISD has retained the services of third-party vendors Lightspeed Solutions and Gaggle.Net to create and implement appropriate blocking and filtering measures for its computer network. Berger Declaration, ¶ 7; Patterson Declaration, ¶ 3-5. To comply with CIPA, Gaggle.Net's

[7] Notably, the Act does not define the terms "design" or "operation" as used in § 552.139(a). The relevant dictionary definitions of these terms are: (1) "design" – "a plan or protocol for carrying out or accomplishing something," and (2) "operation" – "a method or manner of functioning" / "a single step performed by a computer in the execution of a program." *Merriam-Webster's Collegiate Dictionary* 313, 815 (10th ed.).

[8] GCISD's Policy CQ (LOCAL) and (LEGAL) incorporates the computer/internet safety requirements of CIPA. Barbaroux Declaration, ¶ 17 and Exhibit 19 thereto.

system works by monitoring school provided accounts or devices for words and web searches that, for example, if discovered might prevent a predator from sending a 12-year-old student obscene pictures or other communications by email or Google docs. Similarly, in addition to blocking explicit material, Lightspeed Solutions' content filtering for CIPA compliance protects against malware, extremist propaganda, sites that promote eating disorders, and online threats that could compromise student data – as promoted on Lightspeed Solutions' website (see https://www.lightspeedsystems.com/solutions/security-compliance/cipa), GCISD's computer network infrastructure, in addition to students and staff, is holistically protected from online dangers with the Lightspeed Solutions filtering system. Berger Declaration, ¶ 8-17; Patterson Declaration, ¶ 4-5.[9] To summarize, GCISD has "designed" and is "operating" its "computer network" by using/installing/incorporating the required Gaggle.Net and Lightspeed Solutions filtering systems into the school district's computer network. Thus, interpreting the term "relates to" as used in Government Code §552.139(a) ***"very broadly,"*** the word lists and analytical reports created by Lightspeed Solutions and Gaggle.Net to comply with CIPA "relates to" the "design or operation" of GCISD's "computer network" and, therefore, should be excepted from disclosure to Knight pursuant to the plain language of Tex. Gov't Code §552.139(a).

9. Because the word lists and the analytical reports created by Lightspeed Solutions and Gaggle.Net "relates to" the "design or operation" of GCISD's "computer network," Knight's request for a summary judgment requiring disclosure of this information should be denied.

[9] In addition to CIPA compliance, Lightspeed Solutions' filtering system also assists GCISD with complying with other student internet safety regulations such as Texas Senate Bill 1893 (effective September 1, 2023), which "prohibit[s] the use of certain social media applications and services on devices owned or leased by governmental entities."

10. Next, Knight's response, pp. 9-10, argues that GCISD has failed to demonstrate a compelling reason for not disclosing the redacted information in the 824 emails. In reply, GCISD stands by the arguments in its Motion for Summary Judgment, ¶¶ 37-40, and its Summary Judgment Response, ¶¶ 26-29.

11. Knight's response, pp. 11-12, states that "the discretion of the government body does not prohibit a court from exercising its own discretion to reduce or waive the fees charged to a requestor." Knight bases this argument on the premise that "[b]ecause the TPIA is modeled after the Freedom of Information Act, federal precedent is persuasive on the question of how Texas courts should approach requests for fee waivers," citing caselaw that "precedent in FOIA litigation is particularly persuasive where the statutory provisions mirror one another." Id. However, contrary to Knight's argument, the fee waiver provisions in the Freedom of Information Act and the Texas Public Information Act do ***not*** mirror one another.[10] In further reply, GCISD stands by the argument in its Motion for Summary Judgment, ¶¶ 47-49, including the Austin Court of Appeals holding that, "Nowhere in the Act or the administrative code do we find any provision authorizing a court to limit the amount of reimbursement a governing body may seek from the requestor." *Thomas v. Cornyn*, 71 S.W.3d 473, 491 (Tex. App. – Austin 2014, pet. denied).

12. Knight's response, p. 12, next argues that it is entitled to attorneys' fees because "a government body should not be entitled to rely on an Attorney General opinion that contradicts the plain meaning and legislative purpose of a statutory exception," citing *Austin Chron. Corp. v.*

[10] Compare 5 U.S.C. § 552(a)(4)(A)(iii) ("Documents shall be furnished without charge or at a charge reduced below the fees established under clause (ii) if disclosure of the information is in the public interest…" with Tex. Gov't Code § 552.267(a) ("A governmental body shall provide a copy of public information without charge or at a reduce charge ***if the governmental body determines*** that the waiver or reduction of the charge is in the public interest…" The federal act does not contain the emphasized language – a material difference between the two statutes.

City of Austin, 2009 Tex. App. Lexis 1381 (Tex. App. - Austin 2009, no pet.).[11] In reply, after first noting that Knight's summary judgment motion does not address this issue, Tex. Gov't Code § 552.323(a) requires a court to "assess costs of litigation and reasonable attorney fees incurred by a plaintiff who substantially prevails" *unless* "the court finds that the governmental body acted in reasonable reliance on" an Attorney General decision. *Univ. of Tex. at Austin v. GateHouse Media Tex. Holdings II Inc.*, 2024 Tex. Lexis 1166, *11-12 (Tex. 2024) (quoting section 552.323(a)). Critically, here, GCISD acted in reasonable reliance on multiple Attorney General decisions determining that it "***must*** withhold the information" requested by Knight. When the Attorney General, in three written opinions, directs that a government entity ***"must"*** do something (or face potential criminal penalties), it is reasonable to do what the Attorney General orders.

13. Finally, Knight's response, pp. 2 and 10-11, makes clear that it "does not challenge the District's FERPA determinations." Accordingly, regardless of the Court's ruling on the exception from disclosure under Tex. Gov't Code § 552.139, GCISD's redactions based on its FERPA determinations should be left in place.

[11] *Austin Chron. Corp.* does not support Knight's argument. According to that opinion, "The disclosure of confidential information under the Act is a misdemeanor offense, see *id.* § 552.352 (West 2004), and the evidence in the record shows that the City followed the procedures for obtaining a written decision from the attorney general. … The *Austin Chronicle* responded to the request and provided the attorney general legal authority for its position, copies of published articles, and transcript excerpts from the Kellers' trial. The attorney general made its decision after it had reviewed the information provided by both the City and the *Austin Chronicle*. The evidence supports that the City 'reasonably relied' on the attorney general's opinion. We conclude that the district court did not err in denying appellees' request for attorney's fees and costs." 2009 Tex. App. Lexis 1381 at * 23-24. This is the same situation here – here, GCISD followed the procedures for requesting and obtaining a written decision from the Attorney General, Knight responded to GCISD's requests, and the Attorney General made its three decisions after receiving and reviewing both parties' submissions. As in *Austin Chron. Corp.*, this Court should likewise deny Knight's request for attorneys' fees.

III.
CONCLUSION

14. For these reasons and those set forth in Defendant's Motion for Summary Judgment and in Defendant's Response to Plaintiff's Motion for Summary Judgment, the Court should grant GCISD's Motion for Summary Judgment and deny Knight's Motion for Summary Judgment.

Respectfully submitted,

ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

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CERTIFICATE OF SERVICE

I hereby certify that on March 9, 2026, a true and correct copy of Defendant's Reply to Plaintiff's Opposition to Defendant's Motion for Summary Judgment has been served on all counsel of record via the Court's e-filing system.

/s/ Charles J. Crawford
Charles J. Crawford

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