

**Medina Valley Independent School District
Board of Trustees
Regular Meeting on Monday, August 17, 2020 at 6:30 PM
MVISD Video/Teleconference System**

A Regular Meeting of the MVISD Board of Trustees was held on Monday, August 17, 2020, beginning at 6:30 PM at/on MVISD Video/Teleconference System.

I. First Order of Business

- A Establish a Quorum
- B Pledge of Allegiance to the Flag followed by a moment of silence 3

II. Announcements/Communications/Presentations

- A Construction Update 4
 - Paul Holzhaus
- B Financial Briefing 33
 - Juan C. Zamora
- C Superintendent Briefing 48
 - Dr. Kenneth Rohrbach
- D TASB Localized Policy Manuel Update 115 - First Reading 51
 - Dr. Kenneth Rohrbach

III. Public Comment

At Regular Board Meetings the Board shall permit public comment on any topic. At all other Board Meetings public comments will be limited to items on the agenda posted with the notice of the meeting. All Public Comments are limited to 5 minutes.

IV. Discussion and Possible Action Items

A Consent Agenda Items

- Dr. Kenneth Rohrbach
- 1 Minutes of Regular Board Meeting on July 20, 2020 and Called Board Meetings on July 29, 2020 and August 3, 2020 98
- 2 **Superintendent's Report on Budgeted Purchases of Goods/Services in Excess of \$50,000**
 - a Autism Treatment Center 105
 - b Pyra Med 110
 - c School Therapy Services 118
 - d Claims Administrative Services, Inc 142
 - e Interlocal Agreement with Medina County 145
- B Consider Amended 2020-2021 School Calendars 150
 - Dr. Dwight McHazlett
- C Consider MVISD Asynchronous Learning Plan 153
 - Dr. Kenneth Rohrbach, Dr. Dwight McHazlett
- D Consider MVISD COVID Response Protocol 197
 - Dr. Kenneth Rohrbach
- E Consider Letter of Engagement with McCall, Parkhurst, & Horton 209
 - Dr. Kenneth Rohrbach
- F Consider 2020-2021 T-TESS Appraisal Calendar and Appraisers 216
 - Dr. Kenneth Rohrbach
- G Consider Amendment to MVISD Election Order 218
 - Dr. Kenneth Rohrbach
- H Consider District Initiated Revision to Local Board Policies AF, CRD, DBA, DK, EB, EEB and FDA 226
 - Dr. Kenneth Rohrbach
- I Consider Bexar County Juvenile Board Memorandum of Understanding 2020-2021 248
 - Dr. Kenneth Rohrbach
- J Budget Amendment 286
 - Juan Zamora

V. Closed Session

- A Consultation with Attorney (TX Govt. Code Section 551.071)
- B Personnel Matters (TX Govt. Code Section 551.074)
- C Deliberation Regarding Real Property (TX Govt. Code Section 551.072)

VI. Continued Discussion and Possible Action Items

- A Consider professional contract recommendations
- B Consideration of future meeting dates

VII. Adjournment





"Every Child Deserves a Champion"

Construction Update

August 17, 2020

High School Addition #2

(\$9.14 MM)

- Substantial completion reached.
- Working on final punch list items
- Technology & camera install ongoing
- Building matches existing H.S. buildings
- Building is ready for students!

High School Addition #2

- CLASSROOM
- CHEMISTRY LAB
- SUPPORT
- STORAGE
- STAFF



High School Addition #2



High School Addition #2

Typical Classroom



High School Addition #2

Bus Loading/Unloading Area



High School Addition #2

New Entry Signage



High School Addition #2

New Entry Signage



High School Addition #2

New Entry Signage



High School Addition #2

Stadium Signage



Existing High School

H.S. Security Vestibule



Existing High School

Additional Entry to Courtyard



Fine Arts Addition

(\$2.04 MM)

- Includes:
 - Dance Studio
 - Scene Shop Expansion
 - Locker Rooms/Restrooms
 - Office
 - Storage
 - Loading Area

Fine Arts Expansion Schematic



Fine Arts Addition

(\$2.04 MM)

- Underfloor mudslab poured
- Foundation forms and pans set
- Foundation pour scheduled for this week
- Pouring of columns and mid-beams to follow
- Target Completion Date → December 31, 2020

Fine Arts Addition (Looking North)



Ladera Elementary

(\$27.8 MM)



Ladera Elementary

- Structural steel erection is complete
- Installation of roof panels ongoing
- Damp-proofing continues on exterior walls
- Block filler begins on interior block walls
- Plumbing & electrical rough-in is in progress
- Beginning next week:
 - ✓ Interior sheetrock installation
 - ✓ Window installation
 - ✓ First course of rock on exterior of building

Ladera Elementary

(Aerial View)



Ladera Elementary

(Aerial View)



Ladera Elementary

(Aerial View)

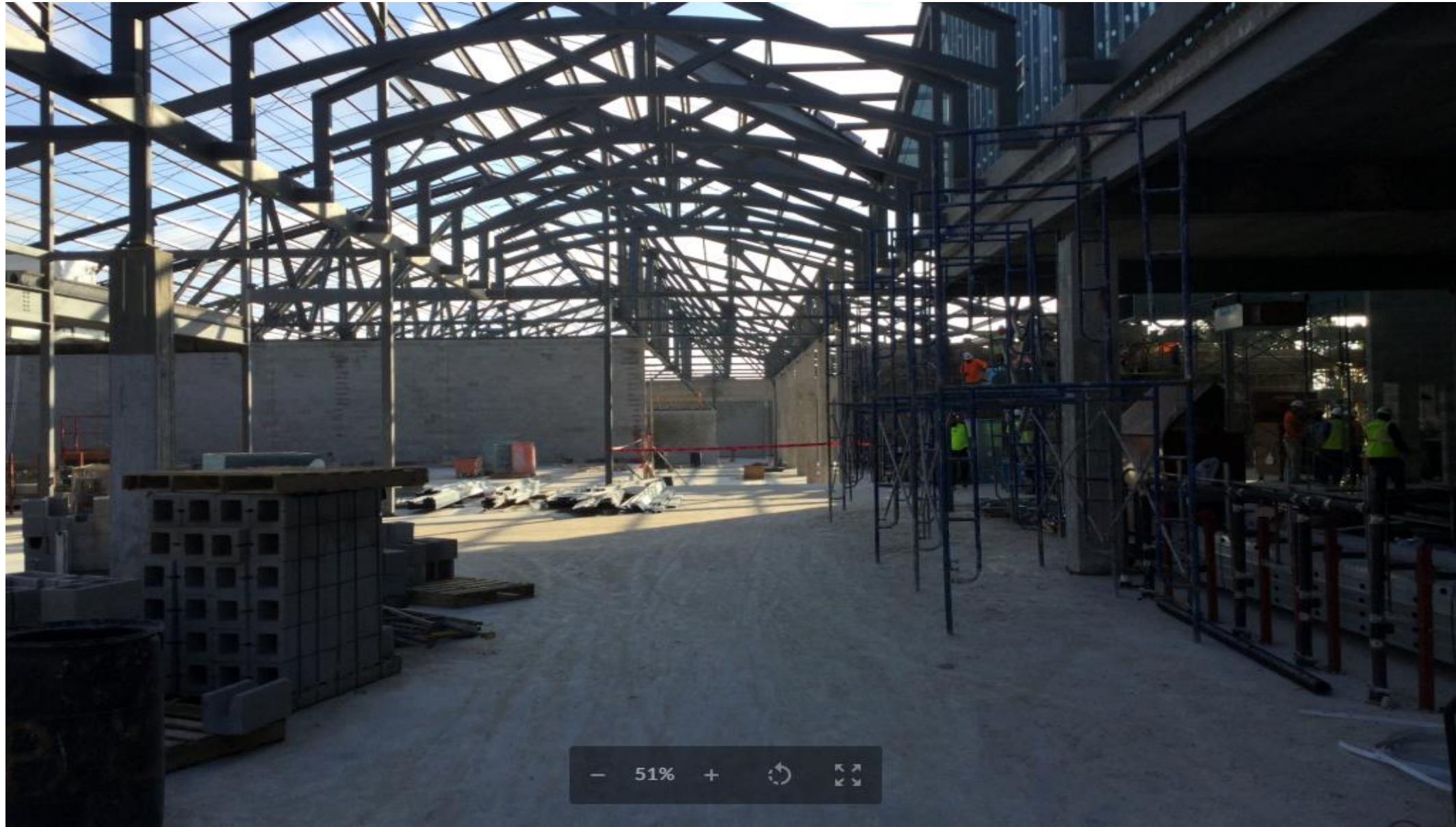


Ladera Elementary



Ladera Elementary

Main Corridor



Ladera Elementary

Duct Installation (Area C)



Ladera Elementary

Roof Lining Installation (Area B)



Ladera Elementary



Target Completion Date → April 30, 2021

Miscellaneous Projects

Perimeter Fencing



Miscellaneous Projects

Perimeter Fencing



Miscellaneous Projects

Press Box Re-Configuration



AUGUST 2020
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
GENERAL FUND FINANCIAL STATEMENT

<u>Estimated Revenues</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Current Period Actual</u>	<u>YTD Actual</u>	<u>Estimated Revenue/Encumbrance</u>	<u>Total Estimated Revenue/Expense</u>	<u>Balance</u>	<u>Current Year Percent Recognized</u>	<u>Prior Year Percent Recognized</u>
5700 Local and Intermediate Revenues	\$ 22,174,000	\$ 22,174,000	\$ 169,294	\$ 21,748,201	\$ 150,000	\$ 21,898,201	\$ 275,799	98.08%	105.75%
5800 State Program Revenues	\$ 28,521,324	\$ 29,171,324	\$ 3,197,081	\$ 21,294,181	\$ 9,227,092	\$ 30,521,273	\$ (1,349,949)	73.00%	74.89%
5900 Federal Revenues	\$ 330,000	\$ 780,000	\$ 161	\$ 874,673	\$ -	\$ 874,673	\$ (94,673)	112.14%	128.59%
Total Revenues	\$ 51,025,324	\$ 52,125,324	\$ 3,366,536	\$ 43,917,055	\$ 9,377,092	\$ 53,294,147	\$ (1,168,823)	84.25%	89.84%
Proposed Appropriations									
11 Instruction	\$ 28,698,107	\$ 28,875,031	\$ 2,071,128	\$ 24,864,616	\$ 4,089,535	\$ 28,954,151	\$ (79,120)	86.11%	87.96%
12 Instructional Resources and Media Services	\$ 456,329	\$ 556,329	\$ 38,890	\$ 447,489	\$ 80,986	\$ 528,475	\$ 27,854	80.44%	91.17%
13 Curriculum and Instructional Staff Development	\$ 531,777	\$ 638,285	\$ 63,062	\$ 537,073	\$ 91,308	\$ 628,381	\$ 9,904	84.14%	73.81%
21 Instructional Leadership	\$ 1,021,222	\$ 1,094,888	\$ 76,574	\$ 954,040	\$ 130,200	\$ 1,084,240	\$ 10,648	87.14%	81.81%
23 School Leadership	\$ 2,389,050	\$ 2,640,550	\$ 206,503	\$ 2,262,742	\$ 331,015	\$ 2,593,757	\$ 46,793	85.69%	91.55%
31 Guidance, Counseling and Evaluation Services	\$ 1,265,928	\$ 1,521,023	\$ 109,186	\$ 1,373,435	\$ 207,847	\$ 1,581,282	\$ (60,259)	90.30%	88.40%
32 Social Work Services	\$ 327,569	\$ 352,569	\$ 29,388	\$ 285,490	\$ 58,176	\$ 343,666	\$ 8,903	80.97%	83.94%
33 Health Services	\$ 672,346	\$ 572,346	\$ 55,601	\$ 539,283	\$ 93,763	\$ 633,046	\$ (60,700)	94.22%	88.47%
34 Student Transportation	\$ 3,065,615	\$ 4,246,455	\$ 224,881	\$ 3,173,264	\$ 894,944	\$ 4,068,208	\$ 178,247	74.73%	80.86%
35 Food Service	\$ -	\$ -	\$ -	\$ -	\$ 44,247	\$ 44,247	\$ (44,247)	#DIV/0!	0.00%
36 Extracurricular Activities	\$ 1,577,691	\$ 1,577,691	\$ 100,110	\$ 1,263,310	\$ 177,773	\$ 1,441,083	\$ 136,608	80.07%	88.15%
41 General Administration	\$ 1,499,732	\$ 1,499,732	\$ 96,221	\$ 1,253,702	\$ 171,388	\$ 1,425,090	\$ 74,642	83.60%	88.41%
51 Facilities Maintenance and Operations	\$ 6,728,960	\$ 6,338,960	\$ 440,505	\$ 5,062,731	\$ 563,129	\$ 5,625,860	\$ 713,100	79.87%	74.59%
52 Security and Monitoring Services	\$ 960,033	\$ 516,960	\$ 6,666	\$ 249,862	\$ 29,978	\$ 279,840	\$ 237,120	48.33%	77.42%
53 Data Processing Services	\$ 1,330,425	\$ 1,843,686	\$ 124,983	\$ 1,689,333	\$ 136,981	\$ 1,826,314	\$ 17,372	91.63%	87.53%
61 Community Services	\$ 45,540	\$ 45,540	\$ 1,600	\$ 20,296	\$ 4,051	\$ 24,347	\$ 21,193	44.57%	74.55%
81 Facilities Acquisition and Construction	\$ 50,000	\$ -	\$ 16,418	\$ 16,418	\$ 30,445	\$ 46,863	\$ (46,863)	#DIV/0!	0%
95 Payments to JJAEP	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000	0.00%	0%
99 Other Intergovernmental Charges	\$ 400,000	\$ 400,000	\$ -	\$ 370,833	\$ -	\$ 370,833	\$ 29,167	92.71%	0%
8900 Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000	\$ (300,000)	#DIV/0!	0%
Totals	\$ 51,025,324	\$ 52,725,045	\$ 3,661,715	\$ 44,363,917	\$ 7,435,766	\$ 51,799,683	\$ 925,362	84.14%	85.37%
Current Year Estimated Surplus/Deficit	\$ -	\$ (599,721)				\$ 1,494,464			
Beginning Year Fund Balance						\$ 19,638,106			
Projected End of Year Fund Balance						\$ 21,132,570			

**AUGUST 2020
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
GENERAL FUND FINANCIAL STATEMENT**

<u>Object</u>	<u>Budget</u>	<u>Current Period</u>		<u>Estimated</u>		<u>Current YTD</u>		<u>Prior YTD</u>
		<u>Actuals</u>	<u>YTD Actuals</u>	<u>Encumbrance</u>	<u>Balance</u>	<u>% Recongized</u>	<u>% Recongized</u>	
6100 - Wages and Benefits	\$40,703,016	\$ 3,135,283	\$ 36,134,454	\$ 5,472,490	\$ (903,928)	88.78%	89.34%	
6200 - Contracted Services	\$ 4,047,988	\$ 138,987	\$ 3,060,401	\$ 360,587	\$ 627,000	75.60%	75.06%	
6300 - Supplies and Materials	\$ 4,484,162	\$ 228,496	\$ 2,796,227	\$ 646,652	\$1,041,283	62.36%	69.17%	
6400 - Travel and Miscellaneous	\$ 1,131,153	\$ 31,858	\$ 838,629	\$ 37,651	\$ 254,872	74.14%	70.69%	
6600 - Capital Outlay	\$ 2,358,727	\$ 127,091	\$ 1,534,207	\$ 618,386	\$ 206,134	65.04%	59.21%	
8900 - Transfer Out	\$ -	\$ -	\$ -	\$ 300,000	\$ (300,000)	#DIV/0!	59.21%	
TOTAL	\$52,725,045	\$ 3,661,715	\$ 44,363,917	\$ 7,435,767	\$ 925,361	84.14%	85.37%	

**AUGUST 2020
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
FOOD SERVICE FUND FINANCIAL STATEMENT**

<u>Estimated Revenues</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Current Period Actual</u>	<u>YTD Actual</u>	<u>Estimated Revenue/ Encumbrance</u>	<u>Balance</u>	<u>Current Year Percent Recognized</u>	<u>Prior Year Percent Recognized</u>
5700 Local and Intermediate Revenues	\$ 1,212,419	\$ 1,212,419	\$ (107)	\$ 839,022	\$ -	\$ 373,397	69.20%	81.12%
5800 State Program Revenues	\$ -	\$ -	\$ -	\$ 15,340	\$ -	\$ (15,340)	0.00%	48.65%
5900 Federal Revenues	\$ 2,391,568	\$ 2,391,568	\$ 90,322	\$ 1,860,770	\$ 200,000	\$ 330,798	77.81%	103.54%
Total Revenues	\$ 3,603,987	\$ 3,603,987	\$ 90,215	\$ 2,715,132	\$ 200,000	\$ 688,855	75.34%	94.00%
<u>Proposed Appropriations</u>								
11 Instruction								
12 Instructional Resources and Media Services								
13 Curriculum and Instructional Staff Development								
21 Instructional Leadership								
23 School Leadership								
31 Guidance, Counseling and Evaluation Services								
32 Social Work Services								
33 Health Services								
34 Student Transportation								
35 Food Service	\$ 3,603,987	\$ 3,603,987	\$ 165,539	\$ 3,098,231	\$ 409,098	\$ 96,658	85.97%	89.40%
36 Extracurricular Activities								
41 General Administration								
51 Facilities Maintenance and Operations								
52 Security and Monitoring Services								
53 Data Processing Services								
61 Community Services								
81 Facilities Acquisition and Construction								
95 Payments to JJAEP								
99 Other Intergovernmental Charges								
Totals	\$ 3,603,987	\$ 3,603,987	\$ 165,539	\$ 3,098,231	\$ 409,098	\$ 96,658	85.97%	89.40%
Current Year Estimated Surplus/Deficit	\$ -	\$ -			\$ (592,197)			
Beginning Fund Balance					\$ 433,942			
Projected End of Year Fund Balance					\$ (158,255)			

**AUGUST 2020
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
DEBT SERVICE FUND FINANCIAL STATEMENT**

<u>Estimated Revenues</u>	<u>Original Budget</u>	<u>Current Budget</u>	<u>Current Period Actual</u>	<u>YTD Actual</u>	<u>Estimated Revenue/ Encumbrance</u>	<u>Balance</u>	<u>Current Year Percent Recognized</u>	<u>Prior Year Percent Recognized</u>
5700 Local and Intermediate Revenues	\$ 9,848,098	\$ 10,073,392	\$ 59,521	\$ 9,952,913	\$ 50,000	\$ 70,479	98.80%	119.25%
5800 State Program Revenues	\$ 123,190	\$ 133,617	\$ 10,427	\$ 133,617	\$ -	\$ -	100.00%	163.47%
5900 Federal Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
Total Revenues	\$ 9,971,288	\$ 10,207,009	\$ 69,948	\$ 10,086,530	\$ 50,000	\$ 70,479	98.82%	121.15%
<u>Proposed Appropriations</u>								
11 Instruction								
12 Instructional Resources and Media Services								
13 Curriculum and Instructional Staff Development								
21 Instructional Leadership								
23 School Leadership								
31 Guidance, Counseling and Evaluation Services								
32 Social Work Services								
33 Health Services								
34 Student Transportation								
35 Food Service								
36 Extracurricular Activities								
41 General Administration								
51 Facilities Maintenance and Operations								
52 Security and Monitoring Services								
53 Data Processing Services								
61 Community Services								
71 Debt Service	\$ 9,971,288	\$ 12,171,288	\$ -	\$ 9,126,415	\$ 3,013,062	\$ 31,811	74.98%	68.31%
81 Facilities Acquisition and Construction								
95 Payments to JJAEP								
99 Other Intergovernmental Charges								
Totals	\$ 9,971,288	\$ 12,171,288	\$ -	\$ 9,126,415	\$ 3,013,062	\$ 31,811	74.98%	68.31%
Current Year Estimated Surplus/Deficit	\$ -	\$ (1,964,279)			\$ (2,002,947)			
Beginning Year Fund Balance					\$ 4,198,590			
Projected End of Year Fund Balance					\$ 2,195,643			

Check Register for July 2020

Distribution Fund	Check Date	Vendor Name	Transaction Amount
7710	07/03/2020	MISC	\$166.39
8630	07/03/2020	BROADWAY NATIONAL BANK	\$68.63
8630	07/03/2020	TEACHER RETIREMENT SYSTEM	\$415,004.94
1990	07/07/2020	CITY OF LACOSTE WATER DEPT	\$1,252.43
1990	07/07/2020	KARCHER NORTH AMERICA INC	\$1,684.16
1990	07/07/2020	SCHOLASTIC INC	\$219.78
1990	07/07/2020	WALMART	\$214.41
1990	07/07/2020	WALSH GALLEGOS TREVINO RUSSO & KYLE	\$11,575.00
1990	07/07/2020	WASTE MANAGEMENT OF TEXAS, INC	\$2,279.85
1990	07/07/2020	WATTS EQUIP INC/ MUSTANG EQUIPMENT	\$8,184.00
1990	07/07/2020	AMAZON CAPITAL SERVICES, INC	\$790.61
1990	07/07/2020	BLACKBOARD, INC.	\$8,700.00
1990	07/07/2020	CISCO SYSTEMS, INC	\$329.80
1990	07/07/2020	FIELD CART DESIGN CORPS	\$2,180.00
1990	07/07/2020	INTEGRATED COMMUNICATIONS TECH. LP	\$1,426.00
1990	07/07/2020	OTC BRANDS, INC	\$543.99
1990	07/07/2020	TEXAS ASSOC SCH BUS OFFICIALS	\$1,440.00
1990	07/07/2020	YANCEY WATER SUPPLY CORP	\$1,828.17
1990	07/07/2020	A TWO Z GRAPHICS	\$358.50
1990	07/07/2020	AMERICAN FIRE PROTECTION GROUP, INC	\$2,380.00
1990	07/07/2020	CED INC/COLUMBIA ELECTRIC SUPPLY	\$1,529.75
1990	07/07/2020	HIGH SCHOOL MUSIC SERVICE INC	\$8,031.88
1990	07/07/2020	MATERA PAPER COMPANY, INC	\$2,241.76
1990	07/07/2020	MEDINA COUNTY TAX OFFICE	\$60.00
1990	07/07/2020	NCS PEARSON, INC /AIMS WEB	\$794.75
1990	07/07/2020	STAPLES CONTRACT & COMM, LLC	\$1,656.11
1990	07/07/2020	TEXAS LOCK & DOOR CLOSER, INC.	\$264.84
1990	07/07/2020	TITAN SCHOOL SOLUTIONS, INC	\$1,200.00
1990	07/07/2020	WELDERS SUPPLY CO	\$110.50
1990	07/07/2020	WRIGHT EXPRESS FSC	\$1.00
1990	07/07/2020	AHR'S FLOWER SHOP	\$50.00
1990	07/07/2020	AXIOM COMMERCIAL CONSTRUCTION, LLC.	\$24,788.00
1990	07/07/2020	DIANE CASSANDRA GARCIA	\$960.00
1990	07/07/2020	HOME DEPOT CREDIT SERVICES	\$719.65
1990	07/07/2020	SAM'S CLUB DIRECT	\$1,031.44
1990	07/07/2020	SAN ANTONIO FOOD BANK	\$2,179.88
1990	07/07/2020	THE CERTIFIED WELDING & TESTING COM	\$40.00
1990	07/07/2020	TRIPLE-S STEEL SUPPLY INC.	\$4,614.79
1990	07/07/2020	AT&T	\$3,578.48
1990	07/07/2020	B & H FOTO & ELECTRONICS CORP.	\$1,160.22
1990	07/07/2020	CRACKER BARREL OLD COUNTRY STORE	\$799.95

Check Register for July 2020

Distribution Fund	Check Date	Vendor Name	Transaction Amount
1990	07/07/2020	DIFFERENT ROADS TO LEARNING, INC.	\$11,841.65
1990	07/07/2020	EWELL EDUCATIONAL SERVICES, INC	\$120.00
1990	07/07/2020	GULF COAST PAPER CO INC	\$1,137.18
1990	07/07/2020	J TAYLOR EDUCATION, INC	\$3,027.00
1990	07/07/2020	JOE R. VASQUEZ	\$8,900.00
1990	07/07/2020	KURZ & CO.	\$649.48
1990	07/07/2020	RUSH TRUCK CENTERS OF TEXAS, LP	\$1,650.00
1990	07/07/2020	SAMUELS GLASS COMPANY, LLC	\$382.48
1990	07/07/2020	SAN ANTONIO WATER SYSTEM	\$1,349.08
1990	07/07/2020	SOUTHERN TIRE MART, LLC	\$185.00
1990	07/07/2020	TASPA-TX ASSOC SCH PERSONNEL ADMIN	\$180.00
1990	07/07/2020	TEXAS FFA ASSOCIATION	\$350.00
1990	07/07/2020	THE SHERWIN-WILLIAMS CO	\$175.13
1990	07/07/2020	DIRECTV	\$190.18
1990	07/07/2020	DRAGO INVESTMENTS, LTD	\$944.47
1990	07/07/2020	GATEWAY PRINTING & OFFICE SUPPLY	\$783.85
1990	07/07/2020	INSCO DISTRIBUTING INC	\$464.64
1990	07/07/2020	JT ADVERTISING & GRAPHICS	\$80.00
1990	07/07/2020	LABATT INSTITUTIONAL SUPPLY CO	\$3,578.87
1990	07/07/2020	MOY TARIN RAMIREZ ENGINEERS, LLC	\$4,895.00
1990	07/07/2020	RED WING SHOES	\$123.24
1990	07/07/2020	BORDEN DAIRY COMPANY	\$2,090.17
1990	07/07/2020	CDW GOVERNMENT, INC.	\$31,324.48
1990	07/07/2020	EDUCATION SERVICE CENTER REGION XX	\$2,337.00
1990	07/07/2020	EWING IRRIGATION PRODUCTS, INC	\$2,291.44
1990	07/07/2020	FLINN SCIENTIFIC INC	\$4,864.99
1990	07/07/2020	HONDO ANVIL HERALD	\$965.60
1990	07/07/2020	MVISD-FOOD SERVICE DEPT	\$142.20
1990	07/07/2020	PARTY CITY CORPORATION	\$194.91
1990	07/07/2020	TRACTOR SUPPLY CO	\$320.10
1990	07/07/2020	TTL, INC	\$16,350.00
1990	07/07/2020	AGILE SPORTS TECHNOLOGIES, INC	\$800.00
1990	07/07/2020	BECKWITH ELECTRONIC ENGINEERING CO	\$748.62
1990	07/07/2020	FAMILY PARTS COMPANY INC	\$433.08
1990	07/07/2020	GIFTS 'N STUFF	\$336.00
1990	07/07/2020	MSB CONSULTING GROUP, LLC.	\$1,125.22
1990	07/07/2020	ONE FOR AUTISM, INC	\$6,000.00
1990	07/07/2020	SAN ANTONIO BELTING & PULLEY CO INC	\$258.00
1990	07/07/2020	SERVICE INDUSTRIAL, INC.	\$103.95
1990	07/07/2020	UNIVERSAL CHEERLEADERS ASSOC.	\$2,049.00
1990	07/08/2020	TX COMMISSION ON ENVIRONMENTAL QUAL	\$222.00

Check Register for July 2020

Distribution Fund	Check Date	Vendor Name	Transaction Amount
1990	07/08/2020	STATE COMPROLLER PUBLIC ACCTS	\$47.04
1990	07/10/2020	BARTLETT COCKE GENERAL CONTRACTORS	\$2,575,537.40
7710	07/14/2020	MISC	\$1,063.00
1990	07/14/2020	GARZA BOMBERGER & ASSOCIATES	\$312,051.79
1990	07/15/2020	CASTROVILLE TRUE VALUE	\$917.22
1990	07/15/2020	CDW GOVERNMENT, INC.	\$102.56
1990	07/15/2020	CRYSTAL PERALES	\$25.00
1990	07/15/2020	DZIUK MEAT MARKET	\$404.37
1990	07/15/2020	EDUCATION SERVICE CENTER REGION XX	\$5,845.00
1990	07/15/2020	FERGUSON ENTERPRISES	\$1,909.81
1990	07/15/2020	HONDO ANVIL HERALD	\$16.20
1990	07/15/2020	MARK A. TREVINO	\$120.00
1990	07/15/2020	NATIONAL CHEERLEADERS ASSOCIATION	\$6,409.00
1990	07/15/2020	OGBURN'S TRUCK PARTS	\$157.20
1990	07/15/2020	QUADIENT FINANCE USA, INC	\$3,030.00
1990	07/15/2020	SERVICE INDUSTRIAL, INC.	\$105.08
1990	07/15/2020	SONJA M TOVAR	\$1,760.00
1990	07/15/2020	TRACTOR SUPPLY CO	\$213.69
1990	07/15/2020	UTILITY SERVICE CO, INC	\$3,041.75
1990	07/15/2020	AMAZON CAPITAL SERVICES, INC	\$2,885.72
1990	07/15/2020	BECKWITH ELECTRONIC ENGINEERING CO	\$4,328.00
1990	07/15/2020	CARLOS PONCE	\$280.00
1990	07/15/2020	EWING IRRIGATION PRODUCTS, INC	\$248.67
1990	07/15/2020	FAMILY PARTS COMPANY INC	\$414.94
1990	07/15/2020	HARDIE'S FRESH FOODS	\$891.19
1990	07/15/2020	INSCO DISTRIBUTING INC	\$345.00
1990	07/15/2020	JOANN HODGES	\$97.31
1990	07/15/2020	MICHAEL L ETHERIDGE	\$70.00
7710	07/15/2020	MISC	\$0.00
1990	07/15/2020	WOODCRAFT/WOODTOOLS OF TEXAS, LTD	\$199.98
1990	07/15/2020	BSN SPORTS, LLC	\$1,511.92
1990	07/15/2020	CASTROVILLE QUICK LUBE	\$116.40
1990	07/15/2020	CASTROVILLE UTILITY SYSTEM	\$4,981.16
1990	07/15/2020	GATEWAY PRINTING & OFFICE SUPPLY	\$34,541.00
1990	07/15/2020	HTS TEXAS	\$85.67
1990	07/15/2020	LABATT INSTITUTIONAL SUPPLY CO	\$5,761.44
1990	07/15/2020	LAKESHORE LEARNING MATERIALS	\$10,255.33
1990	07/15/2020	MAXKNOWLEDGE, INC	\$3,725.00
1990	07/15/2020	PRO-ED INC	\$215.60
1990	07/15/2020	RED WING SHOES	\$144.49
1990	07/15/2020	SEVERIN INTERMEDIATE HOLDINGS, LLC.	\$420.00

Check Register for July 2020

Distribution Fund	Check Date	Vendor Name	Transaction Amount
1990	07/15/2020	TEXAS GIRLS COACHES ASSOC INC	\$640.00
1990	07/15/2020	WILLIAM BRANDON WESTON	\$25.00
1990	07/15/2020	ACADEMIC THERAPY PUBLICATIONS, INC	\$4,061.20
1990	07/15/2020	AHI ENTERPRISES, LLC	\$87.00
1990	07/15/2020	AT&T	\$772.96
1990	07/15/2020	B & H FOTO & ELECTRONICS CORP.	\$683.55
1990	07/15/2020	BEXAR COUNTY CLERK	\$150.00
1990	07/15/2020	GULF COAST PAPER CO INC	\$397.52
1990	07/15/2020	J2 CLOUD SERVICES, LLC	\$449.75
1990	07/15/2020	JESSICA ANDERMATT JETTE	\$196.87
1990	07/15/2020	JULIE D MYERS	\$196.87
1990	07/15/2020	KURZ & CO.	\$613.43
1990	07/15/2020	RANDALL LEE BOEHME	\$41.00
1990	07/15/2020	RUSH TRUCK CENTERS OF TEXAS, LP	\$1,224.63
1990	07/15/2020	SAN ANTONIO TESTING LABORATORY, INC	\$75.00
1990	07/15/2020	THE SHERWIN-WILLIAMS CO	\$86.13
1990	07/15/2020	W W GRAINGER INC	\$762.25
1990	07/15/2020	A TWO Z GRAPHICS	\$600.00
1990	07/15/2020	CED INC/COLUMBIA ELECTRIC SUPPLY	\$4,544.94
8630	07/15/2020	EXPERT PAY	\$1,277.00
1990	07/15/2020	H.E.B. GROCERY COMPANY	\$750.56
1990	07/15/2020	ISC ACQUISITION CORP.	\$242.20
1990	07/15/2020	MATERA PAPER COMPANY, INC	\$1,657.86
1990	07/15/2020	NOEL W FAVRE	\$375.50
1990	07/15/2020	QBS, INC.	\$16.00
1990	07/15/2020	STAPLES CONTRACT & COMM, LLC	\$956.65
1990	07/15/2020	SUCCEEDED, LLC	\$29,366.00
8630	07/15/2020	TEACHER RETIREMENT SYSTEM	\$236,138.00
1990	07/15/2020	TEXAS LOCK & DOOR CLOSER, INC.	\$1,042.40
1990	07/15/2020	THE COLLEGE BOARD	\$19,223.00
1990	07/15/2020	WELDERS SUPPLY CO	\$104.94
1990	07/15/2020	AHR'S FLOWER SHOP	\$492.00
1990	07/15/2020	BENITO MIRELES JR.	\$120.00
1990	07/15/2020	CATHY GONZALEZ	\$120.00
1990	07/15/2020	DIANE CASSANDRA GARCIA	\$1,600.00
1990	07/15/2020	EMR ELEVATOR, INC.	\$974.12
1990	07/15/2020	FIRE ALARM CONTROL SYSTEMS, INC	\$1,595.44
1990	07/15/2020	HOME DEPOT CREDIT SERVICES	\$27.24
1990	07/15/2020	JIMMY DALE DAVIS	\$70.00
1990	07/15/2020	JT ADVERTISING & GRAPHICS	\$240.00
1990	07/15/2020	NCS PEARSON, INC /AIMS WEB	\$1,357.65

Check Register for July 2020

Distribution Fund	Check Date	Vendor Name	Transaction Amount
1990	07/15/2020	ROYCE GROFF OIL CO INC	\$3,358.62
1990	07/15/2020	SAM'S CLUB DIRECT	\$836.33
1990	07/15/2020	WCW DESIGN CO, LLC	\$16,800.00
1990	07/15/2020	3-D LANDSCAPING, LLC	\$400.00
1990	07/15/2020	BOERNE I.S.D. ATHLETICS	\$2,500.00
8630	07/15/2020	BROADWAY NATIONAL BANK	\$167,695.79
1990	07/15/2020	CINTAS/RUS OF SAN ANTONIO	\$160.86
1990	07/15/2020	ERIS RITCHIE CO, INC/SOUTHWEST EMBL	\$180.00
1990	07/15/2020	HABY'S ALSATIAN BAKERY	\$205.10
8630	07/15/2020	MVISD WORKERS' COMPENSATION	\$17,391.03
1990	07/15/2020	TEXAS ASSOC SCH BUS OFFICIALS	\$175.00
1990	07/15/2020	WALTON DISTRIBUTING CO., INC	\$552.75
1990	07/15/2020	AUTISTIC TREATMENT CENTER, INC	\$11,227.13
1990	07/15/2020	BORDEN DAIRY COMPANY	\$2,828.34
1990	07/15/2020	CESAR TERRAZAS JR	\$10.00
1990	07/15/2020	DPC INDUSTRIES, INC.	\$20.00
1990	07/15/2020	DRI-STICK DECAL CORP	\$650.00
1990	07/15/2020	EASTBAY INC.	\$2,030.00
1990	07/15/2020	ERIK GASTON PEREZ	\$25.00
1990	07/15/2020	FLASHER EQUIPMENT CO / FLASHER LTD	\$504.00
1990	07/15/2020	LONGHORN BUS SALES, LLC	\$67,522.00
1990	07/15/2020	MEDINA COUNTY TREASURER	\$681.24
1990	07/15/2020	MOBYMAX, LLC.	\$3,495.00
1990	07/15/2020	QUILL CORPORATION	\$2,201.86
1990	07/15/2020	SOUTHWEST ELECTRICAL CONTRACTING SE	\$8,000.00
1990	07/15/2020	TEXAS SCOTTISH RITE HOSPITAL	\$6,979.00
1990	07/15/2020	TEXAS STATE UNIVERSITY	\$300.00
1990	07/15/2020	WALMART	\$5.36
1990	07/15/2020	WALSH GALLEGOS TREVINO RUSSO & KYLE	\$5,063.50
1990	07/15/2020	WASTE MANAGEMENT OF TEXAS, INC	\$450.25
7710	07/17/2020	MISC	\$687.88
7710	07/20/2020	MISC	\$158.80
1990	07/21/2020	MEDINA COUNTY TAX OFFICE	\$157.85
1990	07/22/2020	CESAR TERRAZAS JR	\$10.00
1990	07/22/2020	CHASITY CALVERT	\$16.00
1990	07/22/2020	ELIZABETH DURAN	\$10.00
1990	07/22/2020	HOBBY LOBBY STORES, INC	\$88.03
1990	07/22/2020	JESSICA FLORES	\$8.00
1990	07/22/2020	LIANE DAVIS	\$33.00
1990	07/22/2020	LUIS CARRION	\$16.00
1990	07/22/2020	MAGDALA PETIT-HOMME	\$10.00

Check Register for July 2020

Distribution Fund	Check Date	Vendor Name	Transaction Amount
1990	07/22/2020	MAYRA REYNA	\$24.00
1990	07/22/2020	MAYRAIBETH BERRY	\$16.00
1990	07/22/2020	MSB CONSULTING GROUP, LLC.	\$12.93
1990	07/22/2020	NIKOLEO PETELO	\$8.00
1990	07/22/2020	QUILL CORPORATION	\$978.52
1990	07/22/2020	ROGELIO RODRIGUEZ JR	\$8.00
1990	07/22/2020	SA THERAPY IN MOTION INC	\$1,934.50
1990	07/22/2020	TAQUERIA SAN JUAN #2	\$171.19
1990	07/22/2020	TRANE SAN ANTONIO	\$251.96
1990	07/22/2020	TX HS COACHES ED FOUNDATION	\$3,480.00
1990	07/22/2020	WALSH GALLEGOS TREVINO RUSSO & KYLE	\$3,234.50
1990	07/22/2020	ALEJANDRA SANCHEZ	\$24.00
1990	07/22/2020	AMAZON CAPITAL SERVICES, INC	\$1,640.35
1990	07/22/2020	AUTOMATED LOGIC-TEXAS, INC	\$20,089.75
1990	07/22/2020	DUFF CONSTRUCTION LLC	\$4,000.00
1990	07/22/2020	EMILY FUQUA	\$8.00
1990	07/22/2020	FERGUSON ENTERPRISES	\$71.84
1990	07/22/2020	GUADALUPE ZAPATA	\$8.00
1990	07/22/2020	JENNIFER AVILES	\$25.00
1990	07/22/2020	JENNIFER JONES	\$16.00
1990	07/22/2020	LETICIA QUINTANILLA	\$16.00
1990	07/22/2020	NYDIA LIANDRO	\$8.00
1990	07/22/2020	OTC BRANDS, INC	\$90.80
1990	07/22/2020	PRISCILLA RESENDEZ	\$8.00
1990	07/22/2020	VERONICA MONTOYA	\$8.00
1990	07/22/2020	VIRIDIANA CASTANEDA	\$8.00
1990	07/22/2020	ALTEX ELECTRONICS, LTD	\$1,663.60
1990	07/22/2020	BARRY CARBAJAL	\$8.00
1990	07/22/2020	CANDICE DEANDA GARZA	\$8.00
1990	07/22/2020	EASTBAY INC.	\$670.00
1990	07/22/2020	ELIZABETH AGUILAR	\$8.00
1990	07/22/2020	GATEWAY PRINTING & OFFICE SUPPLY	\$37,928.64
1990	07/22/2020	HABY'S ALSATIAN BAKERY	\$45.75
1990	07/22/2020	ITAMAR CITLALLI BENITEZ GUTIERREZ	\$8.00
1990	07/22/2020	MARISSA WHITMAN	\$8.00
1990	07/22/2020	MEDINA COUNTY TAX OFFICE	\$60.00
1990	07/22/2020	MONICA REYES	\$16.00
1990	07/22/2020	SMARTSIGN	\$790.40
1990	07/22/2020	STEPHANIE GARZA	\$8.00
1990	07/22/2020	TABITHA FUENTES	\$24.00
1990	07/22/2020	TEXAS LOCK & DOOR CLOSER, INC.	\$27,027.50

Check Register for July 2020

Distribution Fund	Check Date	Vendor Name	Transaction Amount
1990	07/22/2020	VERONICA GARCIA	\$16.00
1990	07/22/2020	VICTORIA ESCAMILLA	\$8.00
1990	07/22/2020	AARON CAMPOS	\$16.00
1990	07/22/2020	ALICIA MENDOZA	\$8.00
1990	07/22/2020	BIANCA M. CASTRO	\$24.00
1990	07/22/2020	DIANE CASSANDRA GARCIA	\$1,600.00
1990	07/22/2020	DULCE GONZALEZ	\$8.00
1990	07/22/2020	EDUARDO MARASIGAN	\$24.00
1990	07/22/2020	FIRE ALARM CONTROL SYSTEMS, INC	\$9,238.00
1990	07/22/2020	HOME DEPOT CREDIT SERVICES	\$34.51
1990	07/22/2020	JESSICA GARCIA	\$24.00
1990	07/22/2020	JOHN DEERE COMPANY	\$443.98
1990	07/22/2020	KEMPF'S LAWNMOWER REPAIR	\$60.24
1990	07/22/2020	KRISTIN RABONZA	\$8.00
1990	07/22/2020	KYRISH TRUCK CENTERS OF SA LLC	\$217.50
1990	07/22/2020	LIBETY TAYLOR	\$16.00
1990	07/22/2020	SASHA DEJONG-BASKIN	\$8.00
1990	07/22/2020	SHELBY GALDEANO	\$16.00
1990	07/22/2020	SOUTHWEST ELECTRICAL CONTRACTING SE	\$24,000.00
1990	07/22/2020	TEX ASSOC SECOND SCHOOL PRINC	\$1,530.00
1990	07/22/2020	TRIPLE-S STEEL SUPPLY INC.	\$280.90
1990	07/22/2020	VICTORIA CALLE	\$16.00
1990	07/22/2020	ALAMO TITLE COMPANY	\$45,000.00
1990	07/22/2020	CASTROVILLE TRUE VALUE	\$7.98
1990	07/22/2020	CED INC/COLUMBIA ELECTRIC SUPPLY	\$12,934.70
1990	07/22/2020	CELESTE CANO	\$16.00
1990	07/22/2020	CYNTHIA PEREZ	\$16.00
1990	07/22/2020	DIANA DAVIS	\$8.00
1990	07/22/2020	HAYDAY, INC/CTWP	\$460.83
1990	07/22/2020	HERFF JONES INC	\$2,148.74
1990	07/22/2020	INSCO DISTRIBUTING INC	\$1,159.58
1990	07/22/2020	JT ADVERTISING & GRAPHICS	\$80.00
1990	07/22/2020	JULIO TOVAR	\$16.00
1990	07/22/2020	KIMBERLY CERVANTES	\$8.00
1990	07/22/2020	LAB RESOURCES, INC	\$24,999.00
1990	07/22/2020	MATERA PAPER COMPANY, INC	\$1,571.06
1990	07/22/2020	RUBEN GARCIA	\$16.00
1990	07/22/2020	RUDY TORRES	\$24.00
1990	07/22/2020	STAPLES CONTRACT & COMM, LLC	\$24.71
1990	07/22/2020	WELDERS SUPPLY CO	\$1,298.90
1990	07/22/2020	ANDRE SALTER SR	\$8.00

Check Register for July 2020

Distribution Fund	Check Date	Vendor Name	Transaction Amount
1990	07/22/2020	ARIEL FRAGA	\$16.00
1990	07/22/2020	CHRISTOPHER FLORES	\$58.00
1990	07/22/2020	DE LA GARZA FENCE/SUPPLY INC	\$13,687.84
1990	07/22/2020	DESAREYE GONZALES	\$10.00
1990	07/22/2020	ELIZABETH CURA	\$8.00
1990	07/22/2020	FAMILY PARTS COMPANY INC	\$232.16
1990	07/22/2020	FAST GROWTH SCHOOL COALITION	\$150.00
1990	07/22/2020	GULF COAST PAPER CO INC	\$191.52
1990	07/22/2020	ISAIH CASTELLON	\$16.00
1990	07/22/2020	JEANETTE VIGIL	\$33.00
1990	07/22/2020	KIMBERLY MAUM	\$16.00
1990	07/22/2020	LISSA TOVAR	\$24.00
1990	07/22/2020	O'REILLY AUTO PARTS	\$75.92
1990	07/22/2020	PROPERTY CASUALTY ALLIANCE OF TX	\$5,000.00
1990	07/22/2020	RUSH TRUCK CENTERS OF TEXAS, LP	\$230.00
1990	07/22/2020	SAN ANTONIO BELTING & PULLEY CO INC	\$17.91
1990	07/22/2020	SANDI ROSAS	\$16.00
1990	07/22/2020	SELENE MARTEL	\$8.00
1990	07/22/2020	SERVICE INDUSTRIAL, INC.	\$194.72
1990	07/22/2020	TCASE - TX CO OF ADMIN OF SPEC EDUC	\$885.00
1990	07/22/2020	TEPSA	\$788.00
1990	07/22/2020	TX DEPT OF LICENSING & REGULATION	\$40.00
1990	07/22/2020	YVONNE RENTERIA	\$8.00
1990	07/22/2020	ALEJANDRA MEDINA	\$8.00
1990	07/22/2020	ARTCO-BELL CORPORATION	\$145,028.81
1990	07/22/2020	BORDEN DAIRY COMPANY	\$2,424.88
1990	07/22/2020	CDW GOVERNMENT, INC.	\$1,163.04
1990	07/22/2020	CINTAS/RUS OF SAN ANTONIO	\$53.62
1990	07/22/2020	DHS SECURITY, LLC	\$5,000.00
1990	07/22/2020	EDUCATION SERVICE CENTER REGION XX	\$12,900.00
1990	07/22/2020	ELISABETH JOHNSON	\$16.00
1990	07/22/2020	JASON SCHELL	\$16.00
1990	07/22/2020	JENNIFER DICKERSON	\$16.00
1990	07/22/2020	JULIE GOMEZ	\$24.00
1990	07/22/2020	KASSANDRA ZERTUCHE	\$16.00
1990	07/22/2020	MARIA GONZALEZ	\$8.00
1990	07/22/2020	MVISD-FOOD SERVICE DEPT	\$386.40
1990	07/22/2020	SEESAW LEARNING, INC	\$550.00
1990	07/22/2020	TEXAS ASSOC SCH BUS OFFICIALS	\$405.00
1990	07/22/2020	TRACTOR SUPPLY CO	\$1,426.90
1990	07/22/2020	YADIRA OCAMPO ESCUTIA	\$8.00

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Distribution Fund	Check Date	Vendor Name	Transaction Amount
1990	07/22/2020	YVONNE WELLS	\$8.00
1990	07/22/2020	ADRIENNE SCHENCK	\$16.00
1990	07/22/2020	AMERICAN ASSOCIATION OF NOTARIES	\$96.90
1990	07/22/2020	ANNA ESTRADA	\$58.00
1990	07/22/2020	BIANCA RODRIGUEZ	\$20.00
1990	07/22/2020	BRITTANY FOWLER	\$8.00
1990	07/22/2020	CHERYL SMITH	\$16.00
1990	07/22/2020	EWING IRRIGATION PRODUCTS, INC	\$1,903.73
1990	07/22/2020	FAIZA NGUYEN	\$8.00
1990	07/22/2020	HARDIE'S FRESH FOODS	\$334.60
1990	07/22/2020	KURZ & CO.	\$527.59
1990	07/22/2020	MARIA SANCHEZ	\$16.00
1990	07/22/2020	MATHEW HALE	\$16.00
1990	07/22/2020	SEVERIN INTERMEDIATE HOLDINGS, LLC.	\$189.00
1990	07/22/2020	TASA-TEX ASSOC OF SCHOOL ADMINISTRA	\$295.00
1990	07/22/2020	THE SHERWIN-WILLIAMS CO	\$205.23
1990	07/22/2020	WASTE MANAGEMENT OF TEXAS, INC	\$450.25
1990	07/24/2020	W.R. GRIGGS CONSTRUCTION, INC	\$936,043.04
7710	07/24/2020	MISC	\$1,066.74
1990	07/29/2020	AHR'S FLOWER SHOP	\$145.00
1990	07/29/2020	CINTAS/RUS OF SAN ANTONIO	\$53.62
1990	07/29/2020	DE LA GARZA FENCE/SUPPLY INC	\$16,418.22
1990	07/29/2020	HOME DEPOT CREDIT SERVICES	\$229.89
1990	07/29/2020	PRUFROCK PRESS INC	\$494.01
1990	07/29/2020	SERVICE INDUSTRIAL, INC.	\$32.04
1990	07/29/2020	TEXAS ASSOC SCH BUS OFFICIALS	\$355.00
1990	07/29/2020	TEXAS EDUCATIONAL PAPERBACKS	\$241.92
1990	07/29/2020	BORDEN DAIRY COMPANY	\$510.50
1990	07/29/2020	CED INC/COLUMBIA ELECTRIC SUPPLY	\$590.22
1990	07/29/2020	DIXIE FLAG AND BANNER COMPANY	\$103.78
1990	07/29/2020	EDUCATION SERVICE CENTER REGION XX	\$40.00
1990	07/29/2020	HARDIE'S FRESH FOODS	\$1,163.68
1990	07/29/2020	HAYDAY, INC/CTWP	\$1,320.62
1990	07/29/2020	HOUGHTON MIFFLIN HARCOURT	\$6,876.53
1990	07/29/2020	J&R WINDOW FASHIONS	\$498.40
1990	07/29/2020	PYE-BAKER FIRE & SAFETY, LLC	\$1,588.00
1990	07/29/2020	STAPLES CONTRACT & COMM, LLC	\$2,578.82
1990	07/29/2020	INTEGRATED COMMUNICATIONS TECH. LP	\$12,000.46
1990	07/29/2020	MEDINA ELECTRIC COOPERATIVE, INC.	\$3.39
1990	07/29/2020	QUILL CORPORATION	\$13.28
1990	07/29/2020	BAKER DISTRIBUTING CO	\$2,032.17

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Distribution Fund	Check Date	Vendor Name	Transaction Amount
1990	07/29/2020	BUREAU OF EDUCATION & RESEARCH, INC	\$279.00
1990	07/29/2020	CETC, LLC	\$65.00
1990	07/29/2020	CPS ENERGY	\$73,791.58
1990	07/29/2020	KURZ & CO.	\$107.08
1990	07/29/2020	SCHOOL SPECIALTY, INC	\$586.43
1990	07/29/2020	THE SHERWIN-WILLIAMS CO	\$3,208.05
1990	07/29/2020	WALMART	\$60.00
1990	07/29/2020	WALSH GALLEGOS TREVINO RUSSO & KYLE	\$800.00
1990	07/29/2020	WELDERS SUPPLY CO	\$137.89
1990	07/29/2020	AMAZON CAPITAL SERVICES, INC	\$1,833.14
1990	07/29/2020	ANDERSON'S	\$193.74
1990	07/29/2020	BROADWAY NATIONAL BANK	\$375.00
1990	07/29/2020	CARLOS PONCE	\$850.00
1990	07/29/2020	FAMILY PARTS COMPANY INC	\$194.26
1990	07/29/2020	GATEWAY PRINTING & OFFICE SUPPLY	\$990.00
1990	07/29/2020	GULF COAST PAPER CO INC	\$208.39
1990	07/29/2020	HABY'S ALSATIAN BAKERY	\$30.60
1990	07/29/2020	SCHOOLMART	\$3,246.90
1990	07/29/2020	TAYLOR PUBLISHING CO INC	\$799.35
1990	07/29/2020	WILLIAM BRANDON WESTON	\$85.00
1990	07/29/2020	AT&T	\$1,072.83
1990	07/29/2020	CASTROVILLE TRUE VALUE	\$250.96
1990	07/29/2020	GARY HOVERMALE JR	\$102.01
1990	07/29/2020	HERFF JONES INC	\$128.04
1990	07/29/2020	TRAFFIX DEVICES, INC	\$582.96
1990	07/29/2020	YATES COMPANY, LLC.	\$1,407.00
1990	07/29/2020	212 ATHLETICS	\$1,172.00
1990	07/29/2020	ACCO BRANDS CORPORATION	\$919.92
1990	07/29/2020	GIFTS 'N STUFF	\$176.00
1990	07/29/2020	HEAVY DUTY BUS PARTS, INC.	\$125.55
1990	07/29/2020	LABATT INSTITUTIONAL SUPPLY CO	\$2,230.89
1990	07/29/2020	RED WING SHOES	\$548.46
1990	07/29/2020	RODOLFO GOMEZ	\$65.00
1990	07/29/2020	TRIPLE-S STEEL SUPPLY INC.	\$1,162.96
1990	07/29/2020	ANTONIO XAVIER UZETA	\$25.00
1990	07/29/2020	APPLE INC.	\$146.00
1990	07/29/2020	AUSTIN TURF AND TRACTOR	\$3,153.84
1990	07/29/2020	CENTERPOINT ENERGY	\$180.18
1990	07/29/2020	FERGUSON ENTERPRISES	\$1,258.87
1990	07/29/2020	MVISD-FOOD SERVICE DEPT	\$175.00
1990	07/29/2020	PYRA MED HEALTH SERVICES, LLC	\$32,424.18

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Distribution Fund	Check Date	Vendor Name	Transaction Amount
1990	07/29/2020	SAM'S CLUB DIRECT	\$357.64
8630	07/30/2020	NATIONAL PLAN ADMN ANNUITIES	\$25,620.76
8630	07/30/2020	BAY BRIDGE ADMIN.LLC	\$52,664.94
8630	07/30/2020	MARY K VIEGELAHN,CHAPTER 13 TRUSTEE	\$1,207.00
8630	07/30/2020	MVISD WORKERS' COMPENSATION	\$17,094.27
8630	07/30/2020	NATIONAL PLAN -HSA	\$3,291.00
1990	07/30/2020	TEXAS A&M UNIVERSITY-SAN ANTONIO	\$67.00
8630	07/30/2020	EXPERT PAY	\$1,277.00
8630	07/30/2020	NATIONAL PLAN ADMINISTRATORS	\$8,549.42
8630	07/30/2020	NAT'L PLAN ADMN DEPEND CARE	\$962.68
8630	07/30/2020	TEXAS TEACHERS-A.C.P.	\$1,492.50
8630	07/30/2020	BROADWAY NATIONAL BANK	\$161,626.43
7710	07/31/2020	MISC	\$276.42
1990	07/31/2020	AT&T	\$869.99
1990	07/31/2020	GARZA BOMBERGER & ASSOCIATES	\$73,732.70
1990	07/31/2020	MORPHO TRUST USA, INC.	\$197.00
1990	07/31/2020	WALMART	\$67.55



Superintendent Briefing

August 17, 2020

Registration as of Deadline

	<u>Registered</u>	<u>In-person</u>	<u>Remote</u>
District	5633 (93%)	2451(44%)	3182 (56%)
Medina Valley HS	1632 (92%)	767 (47%)	865 (53%)
Medina Valley MS	597 (93%)	284 (48%)	313 (52%)
Loma Alta MS	791 (94%)	319 (40%)	472 (60%)
Castroville Elem	545 (91%)	256 (47%)	289 (53%)
La Coste Elem	511 (94%)	217 (42%)	294 (58%)
Potrancos Elem	765 (94%)	329 (43%)	436 (57%)
Luckey Ranch Elem	792 (92%)	279 (35%)	513 (65%)
Bus Riders	1321		

Panther Strong Start Webpage



Panther Strong Start

2020-2021 Resource Website

Sabía usted que casi toda información por medio de la web de MVISD se puede traducir a diferentes idiomas? Solo necesita que hacer clic en la palabra "Translate" de la página web de MVISD y escoja Espanol.

Medina Valley Families, Please help us plan for the 2020-2021 school year by registering your students as soon as possible. Registration begins on Monday 7/13/20. All new and returning students must register for remote online instruction or on-campus instruction environments. Families may change learning environments through August 11th 2020. After August 11th parents may change learning environments at the end of each grading period. Please log into family access and register soon.

Guidance	Resources	Communication
<div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px;"> <p>How to Safely Wear and Take Off a Cloth Face Covering</p>  </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px;"> <p>How to Safely Wear and Take Off a Cloth Face Covering</p>  </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px;"> <p>How to Safely Wear and Take Off a Cloth Face Covering</p>  </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px;"> <p>How to Safely Wear and Take Off a Cloth Face Covering</p>  </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px;"> <p>How to Safely Wear and Take Off a Cloth Face Covering</p>  </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px;"> <p>How to Safely Wear and Take Off a Cloth Face Covering</p>  </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px;"> <p>How to Safely Wear and Take Off a Cloth Face Covering</p>  </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px;"> <p>How to Safely Wear and Take Off a Cloth Face Covering</p>  </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px;"> <p>How to Safely Wear and Take Off a Cloth Face Covering</p>  </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px;"> <p>How to Safely Wear and Take Off a Cloth Face Covering</p>  </div>	<div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px; background-color: #e91e63; color: white; text-align: center;">  <p>Health and Safety Info MVISD has developed a comprehensive COVID Response Protocol. View the document here. Updated 08/04/20</p> </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px; background-color: #e91e63; color: white; text-align: center;">  <p>Frequently Asked Questions We have compiled the most asked questions in one location! Updated 08/06/20</p> </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px; background-color: #e91e63; color: white; text-align: center;">  <p>Offsite Learning Resources This online content has been prepared by Curriculum, Instruction & Assessment Department. These materials are intended to provide students access to high-quality learning materials.</p> </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px; background-color: #e91e63; color: white; text-align: center;">  <p>Registration Information All new and returning students must register prior to the start of the 2020-2021 school year. Please click here for more information.</p> </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px; background-color: #e91e63; color: white; text-align: center;">  <p>Special Education & 504 MVISD has an obligation to avoid discrimination on the basis of disability under Title II and Section 504... Updated 08/04/20</p> </div>	<p>Not receiving emails or other notifications from MVISD? Email us at news@mvisd.org for assistance!</p> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px; background-color: #f5f5f5;"> <p>Videos</p>  </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 10px; background-color: #f5f5f5;"> <p>Plans & Policies</p> <ul style="list-style-type: none"> COVID Response Protocol Student COVID Process Map Staff/Workplace COVID Process Map Student Code of Conduct CTE On-Campus Requirements MVISD GT Action Plan Remote Dyslexia Instruction Plan Remote Learning for English Learners Special Programs Action Plan Right at School Safety & Cleaning Standards </div>

(LEGAL) vs. (LOCAL) Policies: Remember the Difference

(LEGAL) policies:

- Reflect the ever-changing legal context for governance and management of the district
- Should inform local decision making
- Should NOT be adopted, but only reviewed

(LOCAL) policies:

- Require close attention by both the administration and the board
- Must reflect the practices of the district and the intentions of the board
- May only be changed by board action (adopt, revise, or repeal)



(LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's 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; omitted in Word)

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

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 makes 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:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

Within the context of current law, the District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

Organization

Legally referenced policies contain provisions from federal and state statutes and regulations, case law, and other legal authority that together form the framework for local decision making and implementation. These policies are binding on the District until the cited provisions are repealed, revised, or superseded by legislative, regulatory, or judicial action.

[Legally referenced policies are not adopted by the Board.](#)

At each policy code the legally referenced policy and the Board-adopted local policy must be read together to further a full understanding of a topic.

Terms

The terms “Trustee” and “Board member” are used interchangeably in the local policy manual. Both terms are intended to reflect all the duties and obligations of the office.

[See AB for District name terminology.]

Harmony with Law

Newly enacted law is applicable when effective. No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

Severability

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application; and to this end the provisions of this policy manual are declared to be severable.

Policy Development

Policies and policy amendments may be initiated by the Superintendent, Board members, school personnel, or community citizens, but generally shall be recommended for the Board’s consideration by the Superintendent.

Official Policy Manual

The Board shall designate one copy of the local policy manual as the official policy manual of the District. The official copy shall be kept in the central administration office, and the Superintendent ~~or designee~~ shall be responsible for its accuracy and integrity and shall maintain a historical record of the District’s policy manual.

Adoption and Amendment

Local policies may be adopted or amended by a majority of the Board at any regular or special meeting, provided that Board members have had advance written notice of the proposed change and that it has been placed on the agenda for such meeting.

BOARD POLICIES

BF
(LOCAL)

Local policies become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

TASB Localized
Updates

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

Note: This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees. ~~For Title IX and other provisions regarding~~~~For~~ discrimination, harassment, and retaliation ~~against~~~~involving~~ students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

Definitions

Solely for purposes of this policy, the term “employee” includes former employees, applicants for employment, and unpaid interns.

Statement of Nondiscrimination

The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy ~~and is prohibited~~.

Discrimination

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee’s employment.

~~In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.~~

Prohibited Conduct

~~In this policy, the term “prohibited conduct” includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

~~Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]~~

Prohibited Harassment

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee’s work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee’s performance, environment, or employment opportunities.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or

practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; **cyberharassment**; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other **negative** stereotypes; or other **kinds** types of aggressive conduct such as theft or damage to property.

Sex-Based Harassment

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

Sexual Harassment

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Examples

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, **contact**, or communication, **including electronic communication** ~~or contact~~.

~~Retaliation~~

~~The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, **serves as a witness, or otherwise participates in an investigation.**~~

~~Examples~~

~~Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. **Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.**~~

~~Prohibited Conduct~~

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

Reporting Procedures

Any ~~An~~ employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced

prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

Definition of District Officials

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

ADA / Section 504 Coordinator

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other ~~nondiscrimination~~ ~~antidiscrimination~~ laws.

Alternative Reporting Procedures

An employee shall not be required to report prohibited conduct to the person alleged to have committed ~~the conduct~~. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

To ensure the District's prompt investigation, reports ~~Reports~~ of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. ~~A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.~~

Notice of Report

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX coordinator.

Investigation of Reports Other Than Title IX ~~the Report~~

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that,

if proved, would meet the definition of sexual harassment under Title IX, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not ~~require~~~~insist upon~~, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~~~proven~~, would constitute prohibited conduct as defined by this policy. If so, the District ~~official~~ shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

Interim Action

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

District Investigation

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the ~~campus~~ principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

District Action

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies.

Response to Sexual Harassment—Title IX

General Response

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and administrative procedures.

Title IX Formal Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the

District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or otherwise participates or refuses to participate in an investigation.

Examples

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, intimidation, coercion, unjustified negative evaluations, unjustified negative references, or increased surveillance.

Records Retention

The District shall retain copies of allegations ~~Copies of reports alleging prohibited conduct~~, investigation reports, and related records regarding any prohibited conduct in accordance with ~~shall be maintained by~~ the District's records control schedules, but ~~District~~ for no less than the minimum amount ~~a period~~ of time required by law. ~~at least three years.~~ [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this ~~This~~ policy and any accompanying procedures shall be distributed annually to District employees. Copies of the policy and procedures shall be ~~posted on the District's website, to the extent practicable, and readily available at each campus and the District's~~ ~~District~~ administrative offices.

PROFESSIONAL DEVELOPMENT
PROFESSIONAL MEETINGS AND VISITATIONS

DMD
(LOCAL)

**Meetings,
Conferences, and
Workshops**

Professional personnel may attend and participate in meetings, conferences, and workshops that will contribute to their professional growth and development. [See also DMA and DMG]

When attendance at such events is recommended or required by the administration, the Board, TEA, or UIL, personnel may attend with the Superintendent's approval. No salary deduction or loss of leave shall occur when attendance is recommended or required.

The Superintendent may grant additional absences to employees for attendance at meetings, conferences, and workshops that are of special interest to the employee.

Release Time

Requests for release time with pay to attend employee organization meetings, other than any such meetings approved for required staff development purposes, shall be considered on a case-by-case basis. The responsibility for justifying the school-related purpose to be accomplished by attendance shall rest with the employee. Approval shall be given only if the employee is on the program, has some official function, or can obtain specific information related to his or her job description that will assist the District in improving the instructional program.

Certificate of Coursework Completion

The District shall not issue a certificate of coursework completion to a student who fails to meet all state and local requirements for graduation. [See EIF, FMH]

Partial Credit

When a student earns a passing grade in only ~~half one semester~~ of a ~~two semester~~ course and the combined grade for ~~both halves~~ ~~the two semesters~~ is lower than 70, the District shall award the student credit for the ~~half semester~~ with the passing grade. ~~The student shall be required to retake only the semester in which he or she earned the failing grade.~~

~~Withdrawal or Late Enrollment~~

~~A migrant or homeless student who enrolls after the first day of instruction or who withdraws early shall be provided opportunities to achieve mastery of the essential knowledge and skills to meet course requirements. Teachers and counselors shall consider the student's particular circumstances in determining appropriate opportunities, which may include, but are not limited to:~~

- ~~1. Individualized work.~~
- ~~2. Tutorial sessions.~~
- ~~3. Testing to verify mastery of the essential knowledge and skills.~~
- ~~4.1. Early final examinations.~~

Note: The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

Title IX Coordinator The District ~~designates and authorizes the~~~~has designated a~~ Title IX coordinator for students to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]

ADA / Section 504 Coordinator The District ~~designates and authorizes the~~~~has designated an~~ ADA/Section 504 coordinator for students to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), as amended. [See FB(EXHIBIT)]

Superintendent The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

Equal Educational Opportunity
General Education The District shall provide necessary services and supports to provide students equal access to educational opportunities. [See EHBC]- Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]

Additional Services and Supports If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

Note: The following provisions address the District’s compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination or harassment based on a student’s disability shall be made in accordance with FFH.

Section 504

Committees

The District shall form Section 504 committees as necessary. The Section 504 coordinator and members of each Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity.

Each Section 504 committee shall be composed of a group of persons knowledgeable about the student, the meaning of the evaluation data, placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

Referrals

If a teacher, school counselor, administrator, or other District employee has reason to believe that a student may have a disability as defined by Section 504, the District shall evaluate the student. A student may also be referred for evaluation by the student's parent.

Notice and Consent

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

Evaluation and Placement

The results of an evaluation shall be considered before any action is taken to place a student with a disability or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law. In interpreting evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

Review and Reevaluation Procedure

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in the IDEA regulations.

A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

Examining Records

A parent shall make any request to review his or her child's education records to the campus principal or other identified custodian of records. [See FL]

Right to Impartial Hearing

A parent shall be given written notice of the due process right to an impartial hearing if the parent has a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with a disability. The impartial hearing

shall be conducted by a person who is knowledgeable about Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

Records Retention

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records ~~control~~ retention schedules. [See CPC]

ADMISSIONS

FD
(LOCAL)

**Persons Age 21
and And Over**

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

Registration Forms

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.

Minor Living Apart

Person Standing in
Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular
Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

**Nonresident Student
in Grandparent's
After-School Care**

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

"Accredited" Defined

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit. ~~[See E1]~~

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to determine transfer of credit for subjects and courses taken prior to enrollment.

[See E1]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdraw-

al. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

**Attendance
Accounting System**

The Superintendent shall be responsible for **designating the official attendance-taking time during the campus's instructional day and** maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [See also FD for admissions and residency requirements.]

Alternative
Attendance-
Taking **Recording**
Time

The ~~When appropriate, the~~ Superintendent **is authorized to shall** establish written procedures permitting a campus to **record absences in** ~~specify~~ an alternative **hour from the District's official time for taking attendance-taking time other than the second or fifth instructional hour. Exceptions may be authorized for an entire campus** or for a designated group of students at a campus. The alternative ~~time for recording~~ **attendance-taking time** shall be determined in accordance with TEA's *Student Attendance Accounting Handbook* **and administrative regulations.**

**Parental Consent to
Leave Campus**

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.

**Program to Address
Child Sexual Abuse,
Trafficking, and
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child
Abuse and Neglect**

Any person who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

~~Any~~ ~~by any~~ person is required to ~~shall~~ make a report if the person has cause to believe that an adult was a victim of abuse or neglect ~~im-~~
~~mediately~~ as a child and the person determines in good faith that

disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person. ~~required by law.~~

~~Reports shall be made in accordance with FFG(EXHIBIT).~~

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the [Texas Abuse Hotline Website](#)ⁱ;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

Confidentiality

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential

and disclosed only in accordance with the rules of the investigating agency.

Immunity

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

Failing to Report Suspected Child Abuse or Neglect

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

Responsibilities Regarding Investigations

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

ⁱ Texas Abuse Hotline Website: <http://www.txabusehotline.org>

Note: This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District students. For provisions regarding discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

Statement of Nondiscrimination

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, national origin, ~~age~~, disability, ~~age~~, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Discrimination

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, ~~age~~, disability, ~~age~~, or ~~on~~ any other basis prohibited by law, that adversely affects the student.

Prohibited Conduct

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

Prohibited Harassment

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, national origin, ~~age~~, disability, ~~age~~, or any other basis prohibited by law, ~~when the conduct~~ ~~that~~ is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or
3. Otherwise adversely affects the student’s educational opportunities.

Prohibited harassment includes dating violence as defined by ~~law~~ ~~and~~ this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or

practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; [cyberharassment](#); physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

Sex-Based Harassment

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

Sexual Harassment

By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
 - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
 - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or [other](#) inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, [contact](#), or communications, [including electronic communication](#) ~~or contact~~.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

Gender-Based Harassment

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; [cyberharassment](#); physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

Dating Violence

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

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

~~Retaliation~~

~~The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.~~

~~Examples~~

~~Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.~~

~~False Claim~~

~~A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.~~

~~Prohibited Conduct~~

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

**Reporting
Procedures**

Student Report

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

Employee Report	Any District employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.
<i>Definition of District Officials</i>	For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.
<i>Title IX Coordinator</i>	Reports of discrimination based on sex, including sexual harassment, or gender-based harassment, or dating violence , may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]
<i>ADA / Section 504 Coordinator</i>	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]
<i>Superintendent</i>	The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.
Alternative Reporting Procedures	<p>An individualA student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
Timely Reporting	<p>To ensure the District's prompt investigation, reports Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.</p>
Notice to Parents	<p>The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.</p> <p>[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]</p>
Investigation of Reports Other Than Title IX the Report	<p>The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment,</p>

and dating violence, see the procedures below at [Response to Sexual Harassment—Title IX](#).

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~^{proven}, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if ~~proved~~^{proven}, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

Interim Action If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

District Investigation The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Criminal Investigation If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

Concluding the Investigation Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investiga-

	<p>tor shall take additional time if necessary to complete a thorough investigation.</p> <p>The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.</p>
<i>Notification of Outcome</i>	<p>Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.</p>
District Action	
Prohibited Conduct	<p>If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.</p>
<i>Corrective Action</i>	<p>Examples of corrective action may include a training program for those involved in the report complaint, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.</p>
Bullying	<p>If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.</p>
Improper Conduct	<p>If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.</p>
Confidentiality	<p>To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.</p>
Appeal	<p>A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.</p>

Response to Sexual Harassment–Title IX

General Response

For purposes of the District’s response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant’s wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District’s response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct.

Title IX Formal Complaint Process

To distinguish the process described below from the District’s general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District’s “Title IX formal complaint process.”

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District’s website. In compliance with Title IX regulations, the District’s Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;

4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student who refuses to participate in any manner in an investigation under Title IX.

Examples

Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

Records Retention

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records ~~control~~ retention schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

STUDENT ACTIVITIES
CONTESTS AND COMPETITION

FMF
(LOCAL)

UIL Activities

~~State Board and UIL rules shall govern interscholastic activities; however, Board policies and District rules may supplement State Board and UIL rules.~~

~~No event shall be scheduled and no student allowed to participate in any UIL event unless all pertinent rules and regulations are strictly enforced. The Superintendent or designee shall maintain all necessary records and reports. Sponsors and coaches are responsible for knowledge of and compliance with rules for eligibility and participation. [See FM]~~

Athletic Program

~~A well-rounded program of interscholastic athletics shall be maintained in the District secondary schools. The operation of the total program, including the starting and ending dates for each sport, shall be in accordance with regulations set by the UIL and the Board.~~

~~Supervision of the program shall be the responsibility of the Superintendent, but certain responsibilities may be delegated to other staff members. In each school, the principal shall have direct responsibility to maintain the athletic program as an integral part of the educational program of that school.~~

~~Interscholastic competitive athletics shall not be part of the elementary grades' program. To the extent practicable, a program of intraschool sports activities for elementary students shall be maintained as part of the physical education program.~~

Non-UIL Activities

~~Contests and competitive activities that are sponsored by outside organizations shall not be recommended to students unless the activities supplement and do not interfere with the regular school program. Contests and competitive activities shall have the prior approval of the Superintendent or designee, who shall develop the necessary rules and regulations to implement this policy. [See FM]~~

Overnight Trips

~~Students involved in UIL competition above the UIL district level that requires an overnight trip shall have their expenses paid by the District. [See also FM, FMG]~~

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability, ~~or religion~~ shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints concerning identification, evaluation, or educational placement of a student with a disability within the scope of Section 504 shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with EF.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 **calendar** days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

	<p>deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.</p>
Scheduling Conferences	<p>The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.</p>
Response	<p>At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
Days	<p>"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."</p>
Representative	<p>"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.</p> <p>The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the</p>

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

	<p>level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.</p> <p>A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.</p>
Level One	<p>Complaint forms must be filed:</p> <ol style="list-style-type: none">1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and2. With the lowest level administrator who has the authority to remedy the alleged problem. <p>In most circumstances, students and parents shall file Level One complaints with the campus principal.</p> <p>If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.</p> <p>If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.</p> <p>The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.</p> <p>Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the</p>

decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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(LOCAL)

presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with EF.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 **calendar** days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on

the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, [unless otherwise noted](#). In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date

of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other

relevant documents or information the administrator believes will help resolve the complaint.

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The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation

from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
Board Minutes
School Board of Trustees Regular Board Meeting – July 20, 2020
MVISD Video/Teleconference System

A **Regular Meeting** of the Board of Trustees was held Monday, July 20, 2020, beginning at 6:30 pm on the MVISD Video/Teleconference System.

I First Order of Business

A Establish a Quorum

Mario De Leon, Board President, called the Medina Valley ISD Regular Board Meeting to order at 6:30 pm, a quorum of the Board Members were present on the Video/Teleconference, Beth Zinsmeyer, Jennilea Campbell, Shannon Beasley, Darren Calvert, Terry Groff, Bruce Haby and Mario De Leon.

B Pledge of Allegiance to the Flag followed by a moment of silence

Everyone recited the Pledge of Allegiance to the Flag followed by a moment of silence.

II Announcements/Communications/Presentations

A Revised 20-21 Student and Parent Handbooks

Dr. Rohrbach presented the 2020-2021 Student and Parent Handbooks, highlighting the revisions.

B Construction Update

Paul Holzhaus presented the monthly Construction Update.

C Annual Health Services Report

Tina Schmelzer presented the annual MVISD Health Services Report.

D Financial Briefing

Mr. Zamora presented the monthly Financial Briefing.

E Superintendent Briefing

Dr. Rohrbach presented his monthly Superintendent Briefing.

III Public Comment

David Perritano, Topic: Reopening Schools

IV Discussion and Possible Action Items

A Consent Agenda Items

Dr. Rohrbach presented the Consent Agenda Items for the Board to consider.

1 Minutes of Regular Board Meeting on June 15, 2020 and Called Meetings on July 7, 2020 and July 15, 2020

2 Donations

a Athletic Booster Donation \$5993.00

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
Board Minutes
School Board of Trustees Regular Board Meeting – July 20, 2020
MVISD Video/Teleconference System

3 Superintendent's Report on Budgeted Purchases of Goods/Services in Excess of \$50,000

- a **CDW-G** – purchase of Chromebooks for CTE \$99,250.00 and Chromebooks for campus needs \$122,673.00

Shannon Beasley made a Motion, seconded by Terry Groff, to approve the consent agenda items as presented. Beth Zinsmeyer, Jennilea Campbell, Shannon Beasley, Darren Calvert, Terry Groff, Bruce Haby and Mario De Leon all voted for the Motion. The motion passed.

B Consider 2020-2021 MVISD Student Code of Conduct

Dr. Rohrbach presented the 2020-2021 Student Code of Conduct for the Board to consider.

Jennilea Campbell made a Motion, seconded by Darren Calvert, to approve the 2020-2021 MVISD Student Code of Conduct as presented. Beth Zinsmeyer, Jennilea Campbell, Shannon Beasley, Darren Calvert, Terry Groff, Bruce Haby and Mario De Leon all voted for the Motion. The motion passed.

C Consider District Lunch Menu Pricing

Mr. Zamora and Olga Perez presented some changes in the District Lunch Menu pricing for the Board to consider.

Shannon Beasley made a Motion, seconded by Darren Calvert to approve the Lunch Menu Pricing adjustments as presented. Beth Zinsmeyer, Jennilea Campbell, Shannon Beasley, Darren Calvert, Terry Groff, Bruce Haby and Mario De Leon all voted for the Motion. The motion passed.

D Consider TASB Delegate and Alternate for the 2020 TASB Delegate Assembly

Dr. Rohrbach presented to the Board the importance of naming a 2020 TASB Delegate and Alternate.

Shannon Beasley made a Motion, seconded by Jennilea Campbell, to name Mario De Leon as the 2020 TASB Delegate and Darren Calvert as the Alternate. Beth Zinsmeyer, Jennilea Campbell, Shannon Beasley, Darren Calvert, Terry Groff, Bruce Haby and Mario De Leon all voted for the Motion. The motion passed.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
Board Minutes
School Board of Trustees Regular Board Meeting – July 20, 2020
MVISD Video/Teleconference System

E Budget Amendment

Mr. Zamora presented a budget amendment for the Board to consider.

Jennilea Campbell made a Motion, seconded by Terry Groff, to approve the budget amendment as presented. Beth Zinsmeyer, Jennilea Campbell, Shannon Beasley, Darren Calvert, Terry Groff, Bruce Haby and Mario De Leon all voted for the Motion. The motion passed.

F Discussion on Return-to-School Plan for 20-21

Dr. Rohrbach led the discussion on a Return-to-School Plan for the 2020-2021 school year.

Board President Mario De Leon announced that in accordance with the Texas Open Meetings Act, under the exceptions noted in TX Govt. Code Section 551.074 Personnel Matters and TX Govt. Code 551.072 Deliberation Regarding Real Property the Board of Trustees would convene into a closed meeting now at 8:55 pm. All voting or action will take place when the Board and Superintendent reconvene in the open meeting video conference.

V Closed Session

A Personnel Matters (TX Govt. Code Section 551.074)

- 1 Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
- 2 Superintendent Mid-Year Formative Evaluation
- 3 Deliberate the Board's contract with the Superintendent

B Deliberation Regarding Real Property (TX Govt. Code Section 551.072)

Board President Mario De Leon announced that the Board would reconvene into Open Session at 9:55 pm.

VI Continued Discussion and Possible Action Items

○ **Consider professional contract recommendations**

Dr. Rohrbach presented the professional employee contracts for the Board to consider.

Terry Groff made a Motion, seconded by Shannon Beasley, to approve the Superintendent's professional employee contract recommendations. Beth Zinsmeyer, Jennilea Campbell, Shannon Beasley, Darren Calvert, Terry Groff, Bruce Haby and Mario De Leon all voted for the Motion. The motion passed.

Congratulations to the following Medina Valley ISD new hires:

- Anita Alambar, Medina Valley High School Teacher
- Ann Duff, Medina Valley Middle School Teacher

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
Board Minutes
School Board of Trustees Regular Board Meeting – July 20, 2020
MVISD Video/Teleconference System

A Consider and take possible action regarding the Board's contract with the Superintendent.

Shannon Beasley made a Motion, seconded by Jennilea Campbell, to extend Dr. Kenneth Rohrbach's contract to June 30, 2023 at his current salary. Beth Zinsmeyer, Jennilea Campbell, Shannon Beasley, Darren Calvert, Terry Groff, Bruce Haby and Mario De Leon all voted for the Motion. The motion passed.

B Consideration of future meeting dates

Dr. Rohrbach shared the proposed board meeting dates for the upcoming year, no action was needed. Dr. Rohrbach and the Board discussed the need for a Called Meeting on July 29th.

VII Adjournment

Darren Calvert made a Motion, seconded by Jennilea Campbell, to adjourn the Regular Board Meeting on July 20, 2020 at 9:59 pm. Beth Zinsmeyer, Jennilea Campbell, Shannon Beasley, Darren Calvert, Terry Groff, Bruce Haby and Mario De Leon all voted for the Motion. The motion passed.

*Posted 07-16-2020 at 5:00 pm

Mario De Leon, Board President

Jennilea Campbell, Board Secretary

Board Approved _____

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
Board Minutes
School Board of Trustees Called Board Meeting – July 29, 2020
MVISD Video/Teleconference System

A **Called Meeting** of the Board of Trustees was held Wednesday, July 29, 2020, beginning at 6:30 PM on the MVISD Video/Teleconference System.

I First Order of Business

A Establish a Quorum

Mario De Leon, Board President, called the Medina Valley ISD School Board Called Meeting to order at 6:30 pm, a quorum of the Board Members were present on the video/teleconference call, Mario De Leon, Beth Zinsmeyer, Jennilea Campbell, Shannon Beasley, Darren Calvert, Terry Groff and Bruce Haby.

II Public Comment (on agenda items)

Temetria Griffin, Topic: Return to School

Lindsay Spracale, Topic: Return to School

III Discussion and Possible Action Items

A Consider purchase of Universal Screener for K-8th

Dr. Rohrbach presented a Universal Screener for K-8th for the Board to consider.

Shannon Beasley made a Motion, seconded by Jennilea Campbell, to approve the Universal Screener for K-8th as presented. Beth Zinsmeyer voted for, Jennilea Campbell voted for, Shannon Beasley voted for, Darren Calvert voted for, Terry Groff voted for, Bruce Haby voted for, and Mario De Leon voted for, the Motion passed.

B Discussion and Possible Action Regarding Return to School Planning

Dr. Rohrbach led a discussion regarding Return to School Planning.

Shannon Beasley made a Motion, seconded by Beth Zinsmeyer, to open all campuses including Luckey Ranch Elementary for both in-person and remote instruction on August 25, 2020. Beth Zinsmeyer voted for, Jennilea Campbell voted for, Shannon Beasley voted for, Darren Calvert voted against, Terry Groff voted for, Bruce Haby voted against, Mario De Leon voted for and the Motion passed.

Board President Mario De Leon announced that in accordance with the Texas Open Meetings Act, under the exceptions noted in TX Govt. Code Section 551.074 Personnel Matters. The Board of Trustees convened into a closed meeting at 8:40 pm.

IV Closed Session

A Personnel Matters (TX Govt. Code Section 551.074)

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
Board Minutes
School Board of Trustees Called Board Meeting – July 29, 2020
MVISD Video/Teleconference System

V Continued Discussion and Possible Action Items

A Consider professional contract recommendations

Dr. Rohrbach presented professional contract recommendations for the Board to consider.

Darren Calvert made a Motion, seconded by Jennilea Campbell, to approve the contract recommendations by the Superintendent for professional educators as presented. Beth Zinsmeyer voted for, Jennilea Campbell voted for, Shannon Beasley voted for, Darren Calvert voted for, Terry Groff voted for, Bruce Haby voted for, and Mario De Leon voted for, the Motion passed.

Congratulations to the following Medina Valley ISD new hires:

- Alisa Spavronskaya, Medina Valley High School Teacher
- Tawny Torres, Medina Valley High School Teacher
- Lorraine Jayassi, Medina Valley Middle School Teacher
- Makai Perez, Luckey Ranch Elementary Teacher
- Brenda Renken, Assistant Director of Transportation

B Consideration of future meeting dates

The Superintendent and Board discussed the necessity for a Called Board Meeting on Monday, August 3rd.

The next Regular School Board Meeting is scheduled for Monday, August 17th.

VI Adjournment

Darren Calvert made a Motion, seconded by Jennilea Campbell, to adjourn the Called Board Meeting on July 29, 2020 at 9:34 pm. Beth Zinsmeyer, Jennilea Campbell, Shannon Beasley, Darren Calvert, Terry Groff, Bruce Haby and Mario De Leon voted for the Motion. The motion passed.

Posted: 07-23-20 at 5 pm

Mario De Leon, Board President

Jennilea Campbell, Board Secretary

Board Approved _____

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
Board Minutes
School Board of Trustees Called Meeting – August 3, 2020
MVISD Video/Teleconference System

A **Called Meeting** of the Board of Trustees was held Monday, August 3, 2020, beginning at 12:01 PM on the MVISD Video/Teleconference System.

I First Order of Business

A Establish a Quorum

Mario De Leon, Board President, called the Medina Valley ISD School Board Called Meeting to order at 12:01 pm, a quorum of the Board Members were present on the video/teleconference call, Mario De Leon, Jennilea Campbell, Shannon Beasley, Darren Calvert, Terry Groff and Bruce Haby.

Beth Zinsmeyer was absent.

II Public Comment (on agenda items) – none

III Discussion and Possible Action Items

A Consider Operation Connectivity Interlocal Acquisition Agreement

Shannon Beasley made a Motion, seconded by Darren Calvert, to approve the Operations Connectivity Interlocal Acquisition Agreement as presented. Jennilea Campbell voted for, Shannon Beasley voted for, Darren Calvert voted for, Terry Groff voted for, Bruce Haby voted for and, Mario De Leon voted for. The Motion passed.

IV Adjournment

Darren Calvert made a Motion, seconded by Terry Groff, to adjourn the Called Board Meeting on August 3, 2020 at 12:18 pm. Jennilea Campbell, Shannon Beasley, Darren Calvert, Terry Groff, Bruce Haby and Mario De Leon voted for the Motion. The motion passed.

posted 7-30-20 at 11:45 am

Mario De Leon, Board President

Jennilea Campbell, Board Secretary

Board Approved _____

AUTISM TREATMENT CENTER EDUCATIONAL SERVICES CONTRACT

PERIOD: September 1, 2020 - August 31, 2021

AMOUNT: \$82,132.92

1. SCOPE OF SERVICES, TERM, AND PAYMENT

- 1. This contract is entered into by and between Medina Valley Independent School District (I.S.D), hereinafter referred to as "Contractee" whose address is 8449 FM 471S CASTROVILLE TX 78009 the Autism Treatment Center (ATC), a Texas nonprofit corporation, hereinafter referred to as "Contractor", for the purpose of providing the following indicated services to a person with autism who is under the age of twenty two (22) years and is a resident of the State of Texas:

Residential Care

X Educational Services: 252 days @297.75/day= \$75,033.00

___ Employment Services Vocational Services

___ Day Habilitation Services

X Related Services (specify here):

15min 1/2wk Direct OT @ \$50.00/15 min. = \$1,300.00

15min 1/month Consult OT @ \$50.00/15min = \$600.00

30min 1/wk ST @ \$50.00/15min. = \$5,200.00

- 2. The Contractor will provide the specialized facilities and personnel necessary to furnish the following indicated services to the following person who is disabled:

XXXXXXXXXXXX

XX/XX/XXXX

Student/Consumer

Date of Birth

- 3. During the contract period, if the Contractor becomes unable to or fails to provide specialized facilities or personnel necessary under this contract, Contractee may withhold payment to the Contractor until the Contractor does provide the required facilities or personnel.

- 4. a. Term: The term of this contract is September 1, 2020 — August 31, 2021. The Contractee will pay the Contractor \$6,844.41 per month in 12 installments for all services covered by this contract. This sum shall be payable in monthly installments which shall

be due and payable on or before the 10th day of each month, with each subsequent installment being due and payable on or before the same day of each succeeding calendar month thereafter until the entire sum is paid in full.

- b. If applicable, outings, including but not limited to restaurants, medical bills, clothing, special items purchases, camp, etc. will be paid by the student/consumers and/or parent/guardian or contractee.
 - c. During the term of this contract, cost for the placement will not be escalated or changed unless mutually agreed upon by both parties.
 - d. The Contractor will maintain its records and accounts to assure a proper accounting to Contractee of all monies, state and federal, applicable to this contract.
 - e. In the event that the contract is terminated prior to the date specified above, fees and charges will be pro-rated to the date of discharge. The contract cannot be renewed or extended except by a separate and new agreement.
5. Notwithstanding anything to the contrary, the contractor can suspend and/or expel a student if the student violates the contractor's policies and procedures regarding Discharge of Individuals and Suspension from Instruction/Discipline Management Plan.
 6. Contractee may visit the facility and the individual at any time, however, ATC recommends making prior arrangements with ATC staff.
 7. During the term of this contract the individual will not be dismissed from the facility unless a twenty-four (24) hour notice is issued to Contractee.
 8. This instrument constitutes the entire agreement by and between the parties for the purpose of accomplishing the results and objectives herein contained and as stated in the admission, review, and dismissal report, and any alteration thereof, or addition, or deletion, shall be by addendum hereto in writing and executed by the parties. Medina Valley I.S.D is responsible for overseeing the implementation of the IEP and providing annual re-evaluation of the appropriateness of the instructional arrangement.
 9. The Contractor agrees that funds will be utilized in accordance with the aforementioned daily cost of services.
 10. The Contractor is approved by the Texas Education Agency for educational services in the area and/or areas of exceptionality in which the individual is currently functioning.

11. The individual served is eligible for the area of exceptionality indicated according to the regulations and guidelines of the Division of Special Education, Texas Education Agency.
12. The Contractor agrees to provide a maximum of 252 days of instruction (8 hours per day) and to meet the other rules, regulations, and laws contained in the Texas Education Code and rules and regulations of the Texas Education Agency. The Contractor will provide the ISD a copy of the school calendar.
13. The Contractor will provide the ISD with regular reports of services the individual has received in accordance with the terms of this contract, to include therapy logs if applicable, attendance reports, IEP progress reports as indicated in the IEP, grades for all courses according to IEP.
14. The Contractor will send student progress reports (including direct related services) to parents, surrogate, guardian, or the adult individual as indicated in the IEP, as provided to students in regular education in the individual's home school district.
15. ATC is a nonpublic school, and must be approved by TEA through the nonpublic school review process. If ATC is not approved through the nonpublic school review process, this agreement terminates effective the date that notice is received by TEA of non approval.
16. Additionally, if contractor determines that it cannot provide the appropriate services for the student or that the student's health conditions have changed and the student is in need of services that the contractee has not contracted for, then the contractor shall have the right to terminate the contract. Unless the contractor determines that there is an emergency, the contractor shall give contractee 7 day written notice of its intent to terminate. Such notice shall be specific in referring to the changes that warrant the cancellation of the contract. If the contractor determines an emergency exists than contractee shall take the client within 24 hours of its receipt of notice.
17. The Contractee may terminate this agreement with 30-days written notice submitted to the Contractor as indicated below.
18. Notice required by this agreement shall be made in writing and delivered to the parties to and at:

<p>"Contractor"</p> <p><u>Autism Treatment Center Inc</u></p> <p><u>Nacogdoches Road</u></p> <p><u>San Antonio TX 78247</u></p>	<p>"Contractee"</p> <p><u>Medina Valley I.S.D 16111</u></p> <p><u>8449 FM 471-S</u></p> <p><u>Castroville TX 78009</u></p>
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11. ENTIRE AGREEMENT

- a. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

111. ATTORNEY'S FEES

- a. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

IV. GOVERNING LAW

- a. The laws of the State of Texas hereto shall govern the validity of this Agreement and of any terms and provisions, as well as rights and duties of the parties.

V. VENUE

- a. All services provided herein are provided in Bexar County, Texas and venue for any action brought to enforce or to interpret the provisions of this Agreement shall be in the State Courts of Bexar County, Texas.

VI. AMENDMENT

- a. This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to an incorporated into the Agreement.

VII. MEDIATION/ARBITRATION

- a. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted for mediation, and if the matter is not resolved through mediation, then it shall be submitted for final and binding arbitration. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator from a panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this Clause may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered.

VIN. LEGAL CONSTRUCTION

- a. In case any one or more of the provisions contained in this Agreement shall for any reason are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. EXECUTED at Bexar County, Texas.

ACCEPTED AND APPROVED on behalf of Medina Valley Independent School District this the _____ day of _____, 2020.

Signature and Title

ACCEPTED AND APPROVED on behalf of the Autism Treatment Center, this _____ day of _____, 2020.

Director

Executive Director

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

“Proud of our past, dedicated to the present, committed to the Future”

STATE OF TEXAS §
 §
COUNTY OF MEDINA §

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES FOR MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

This Agreement is entered into on August 17, 2020 between Medina Valley Independent School District, 8449 FM 471 South, Castroville, Medina County, Texas 78009-5309 (hereinafter referred to as “District”) and Pyra Med Health Services, LLC d/b/a AVEANNA HEALTHCARE, located at 400 Interstate North Parkway SE Ste 1600 Atlanta, GA 30339 (hereinafter referred to as “Independent Contractor”).

1. ***Engagement of Independent Contractor.*** District agrees to engage Independent Contractor, on a non-exclusive basis, to perform and provide specific services to the District and Independent Contractor agrees to perform, on a non-exclusive basis, these services under the terms and conditions set forth in this Agreement. The District shall retain the sole and exclusive right to determine the amount, extent and level of services required from the Independent Contractor and the District is under no obligation or duty to purchase any quota or minimum number of hours of services under this Agreement. The specific services to be provided by Independent Contractor are more fully described in “Exhibit A,” which is attached hereto and fully incorporated herein for all purposes.

2. ***Duties of Independent Contractor.*** Independent Contractor represents and warrants that it is fully qualified and licensed to perform any and all services agreed to be provided under this Agreement. All terms of this Agreement applicable to Independent Contractor shall also apply to and be binding upon any subcontractor, agent and employee of Independent Contractor.

3. ***Term of Agreement.*** Engagement of Independent Contractor will commence on **August 25, 2020** or upon execution of this Agreement by both parties, whichever is the latest to occur, and the Agreement will remain in full force and effect until **August 1, 2021** at which time the Agreement shall terminate on its own accord. Neither party shall be obligated to renew or extend the term of the Agreement, but may do so solely at the discretion and upon the written agreement of both parties. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notification to the other party. In the event of such early termination, District shall be obligated to make payment only for those services properly provided by Independent Contractor to the date of termination.

4. **Compensation.** As compensation for services performed under this Agreement, District shall pay Independent Contractor at a rate equal to:

\$56.00 per hour for RN Tech (Trach/Ventilator support)
\$46.00 per hour for LVN Tech (Trach/Ventilator support)
Not to exceed \$90,000.

This hourly rate is an all-inclusive rate. There will be no reimbursement for travel or any other costs associated with providing services under this Agreement. All invoices for services rendered shall be submitted by Independent Contractor by the fifth business day of each month for services performed the previous month. Invoices shall have detail sufficient for the District's analysis of the invoice entries. All payments shall be made in accordance with the Texas Prompt Payment Act.

5. **Relationship of the Parties.** The parties intend that Independent Contractor, in performing the specific services, will act as an independent contractor and must have primary control of the work and services performed and the manner in which they are performed. Independent Contractor shall be free to contract for similar services to be performed for other entities while Independent Contractor is under contract with District. Independent Contractor shall not be considered an agent or employee of District. As an independent contractor, Independent Contractor shall not be entitled to participate in and District shall not be obligated to provide any compensation, insurance, healthcare, pension, retirement, bonus, stock, or similar benefit plans District provides for its employees. The District and Independent Contractor agree that Independent Contractor is not covered under any District insurance policy, including but not limited to the District's liability, property and casualty, or workers' insurance policies. Independent Contractor shall have no authority to bind or obligate the District in any manner whatsoever, other than agreed to by the District in writing.

6. **Liability.** Independent Contractor must take all precautions necessary for the safety of and prevention of damage to District property and for the safety of and prevention of injury to persons, including District employees and students, Independent Contractor and its agents and employees, and third persons, on District property. All work to be performed by Independent Contractor shall be performed entirely at Independent Contractor's risk.

7. **Confidentiality of Educational Records.** Independent Contractor shall not disclose education records concerning students enrolled in the District to a third party, without the prior written consent of the parent or adult student, or pursuant to 34 C.F.R. Sections 99.31 & 99.32. To the extent personally identifiable information or student records are accessed by Independent Contractor pursuant to the scope of this Agreement, Independent Contractor agrees to keep that information confidential. Independent Contractor agrees to refrain from copying, disseminating, or discussing the information or in any way compromising the confidentiality of such personally identifiable student information. Independent Contractor agrees to return all education records concerning students enrolled in the District and pertaining to these services performed under this Agreement upon termination of this Agreement or upon the request of the District.

8. **Reasonable Access and Confidentiality.** The District expressly authorizes Independent Contractor, and any of its representatives, to the extent provided by law and upon reasonable notice and by appointment, to enter upon District premises at any time during normal business hours to perform the Services subject to this Agreement. Independent Contractor understands and agrees that whenever he or she is on District premises, Independent Contractor

may be escorted by and under the surveillance of District employees. Independent Contractor shall sign the attached Confidential Student Information Agreement and each employee, agent, representative, and/or contractor of the Independent Contractor shall sign the Access Agreement, both of which are fully incorporated herein for all purposes and attached hereto as Attachment "B".

9. ***District Policies.*** Independent Contractor agrees to comply with all District rules, regulations, and policies while on District property, attending District related or District sponsored events, and while performing services under this Agreement.

10. ***Criminal Background Check.*** Texas Education Code Chapter 22 requires entities/individuals that contract with school districts to provide services to obtain criminal history and/or fingerprinting record information regarding covered employees. Independent contractors must certify with the District that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at the District. Independent Contractor agrees to submit to a national criminal history review on him/herself and for each person Independent Contractor directs to perform the services to the District as set forth in this Agreement and to provide any and all information necessary to secure the national criminal history review, including fingerprints and photographs, if required. Independent Contractor agrees to wear a name tag at all times when present on any property owned or controlled by the District and while performing services under this Agreement.

11. ***Insurance.*** At a minimum, insurance coverage described below shall be furnished by the Independent Contractor: \$1,000,000.00 comprehensive personal liability policy on Independent Contractor. The policy shall name District as an additional insured. Proof of said insurance shall be submitted to District prior to commencement of this Agreement.

12. **INDEMNITY. DISTRICT SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY INDEPENDENT CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY; ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF INDEPENDENT CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF DISTRICT. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY INDEPENDENT CONTRACTOR TO INDEMNIFY AND PROTECT DISTRICT FROM THE CONSEQUENCES OF DISTRICT'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. INDEPENDENT CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF DISTRICT AND IN THE NAME OF DISTRICT, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE.**

13. **Documents.** Independent Contractor shall maintain all books, records or other documents relating to this Agreement required by District policy and/or state or federal law. The District or its designee shall have access to such books, records or other documents for purposes of making audits, examinations, excerpts and transcripts.

14. **No Waiver of Immunity.** No party hereto 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.

15. **No Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.

16. **Terms to be Exclusive.** The entire agreement between the parties with respect to the subject matter under this Agreement is contained in this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.

17. **Waiver or Modification Ineffective Unless in Writing.** A waiver, alteration or modifications of any of the provisions of this Agreement will not be binding unless in writing and signed by authorized representatives of the parties to this Agreement.

18. **Notice.** Any notice required by or permitted under this Agreement must be made in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

19. **Governing Law.** This Agreement is made according to the laws of the state of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law. Venue for any dispute shall be in the courts of Medina County. Medina County is the County of Performance.

20. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

The parties have made and executed this Agreement on the dates stated below.

For: Pyra Med Health Services, LLC
d/b/a AVEANNA HEALTHCARE

Date: _____

By: _____

Printed Name: _____

Title: _____

For: MEDINA VALLEY
INDEPENDENT SCHOOL DISTRICT

Date: _____

By: _____

Printed Name: Dr. Kenneth Rohrbach

Title: Superintendent

Attachment “A”
Services to be performed by Independent Contractor

1. The District and Pyra Med Health Services, LLC d/b/a AVEANNA HEALTHCARE agree that for the purpose of this contract, Pyra Med Health Services, LLC d/b/a AVEANNA HEALTHCARE performs the following services:

- Provide an Rn/LVN High Tech (Trach/Ventilator support) during the student’s school day which may include the bus transportation to and from school as identified in the student’s Individual Education Program (IEP).
- The Rn/LVN High Tech will provide individual nursing and personal care services for students that includes tracheotomy management and assessment of need of oxygen and respiratory insufficiency as identified in the student’s IEP.
- Invoices will be submitted monthly. Invoicing shall be based on time submitted to Pyra Med Health Services, LLC d/b/a AVEANNA HEALTHCARE by its nurse(s).
- The Rn/LVN High Tech will complete the district’s documentation service log and provide a copy to the school nurse on a weekly basis.
- The Rn/LVN High Tech provide and review the student’s nursing services plan with the school nurse on a regular basis and when new orders are completed.
- The Rn/LVN High Tech must not interfere with the education process.
- Pyra Med Health Services, LLC d/b/a AVEANNA HEALTHCARE is responsible to provide a substitute nurse in the absence of the assigned nurse.
- Pyra Med Health Services, LLC d/b/a AVEANNA HEALTHCARE will be responsible for payment of wages to its employees, and applicable payroll taxes, deductions, workers compensation, and all proper insurance.
- Pyra Med Health Services, LLC d/b/a AVEANNA HEALTHCARE agrees that all personnel or individuals performing services hold the necessary licenses to provide such services in the State of Texas for all personnel performing services pursuant to this contract.
- Pyra Med Health Services, LLC d/b/a AVEANNA HEALTHCARE is responsible for ensuring the nurse has cleared CORI/fingerprinting conducted by the District.
- Providers must comply with all District rules, regulations, and policies while on District property, attending District related or District sponsored events, and while performing services under this agreement. District has the right to exclude a nurse who does not comply with the district’s policies and procedures.

2. The District and Pyra Med Health Services, LLC d/b/a AVEANNA HEALTHCARE agree that for the purpose of this contract, the District agrees to:

- Provide all pertinent school medical records.
- Upon receipt of properly prepared invoices, payment will be made within thirty (30) days of the date of invoice.
- Safety of the student is the general responsibility of the District. District staff has the authority to intervene in the event student safety is a risk and make reports to parent, agency, state and/or federal authorities.

**Attachment “B”
Confidential Student Information Agreement**

On behalf of Independent Contractor, I am requesting access to individual student information to provide services for Medina Valley Independent School District (“the District” or “Medina Valley ISD”), pursuant to the Agreement for Independent Contractor Services (“Agreement”). For purposes of the services to be performed for the District, the Independent Contractor is a “school official” as the term is used in FL (Local). Therefore, the Independent Contractor has a legitimate educational interest in the student information provided for the use in the Services defined. As such, the Independent Contractor’s access to individual student information is permitted under the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing federal regulations found in 34 CFR Part 99.

The Independent Contractor agrees and understands that information concerning any individual student is to be held in strictest confidence and assures that procedures are in place for monitoring and protecting confidentiality of student information. All media that contain individual student records that contain individual student records will be kept in a secure area. Each Independent Contractor representative (employees and/or contractors) that will access the individual student records must agree to protect student confidentiality by signing the attached “Access Agreement.”

In addition, the Independent Contractor agrees that any data sets or output reports that its representatives may generate with individual student data are confidential. The Independent Contractor will not disclose to any unauthorized person any data sets or reports with individual student data which is obtained or devised. The Independent Contractor agrees to be responsible for any access by tracking access to student identifiable information through the use of password(s). The Independent Contractor agrees to return all student identifiable data to the District when the information is no longer needed for purposes of the Services for which the Independent Contractor has contracted to perform for the District.

The Independent Contractor understands that any unauthorized disclosure of confidential student information is illegal as provided in FERPA and its implementing regulations. FERPA is specifically incorporated into the Texas Public Information Act as an exception to records which are subject to disclosures to the public (Texas Government Code, Chapter 552).

Independent Contractor:

Signed By: _____
Title: _____
Printed Name: _____
Date: _____

ACCESS AGREEMENT

Under the terms of the Confidential Student Information Agreement between the Independent Contractor (“the Independent Contractor”) and Medina Valley Independent School District (“the District” or “Medina Valley ISD”), I am requesting access to confidential student information.

I understand that any unauthorized disclosure of confidential student information is illegal as provided in the Family Educational Rights and Privacy Act of 1974 (FERPA) and in the implementing federal regulations found at 34 CFR, Part 99. I understand that any personal characteristics of a student that could make the student's identity traceable are protected.

In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I will not disclose any data analysis or report to any party without the consent of the District. I understand that I am responsible for any telephone or computer transactions performed as a result of access authorized by use of sign-on/password(s).

I also understand that failure to observe these restrictions is prohibited by Texas Government Code §552.352.

Independent Contractor:

Signed By: _____
Title: _____
Printed Name: _____
Date: _____

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

“Proud of our past, dedicated to the present, committed to the Future”

STATE OF TEXAS §
 §
COUNTY OF MEDINA §

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES FOR MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

This Agreement is entered into August 17, 2020 between Medina Valley Independent School District, 8449 FM 471 South, Castroville, Medina County, Texas 78009-5309 (hereinafter referred to as “District”) and School Therapy Services, (hereinafter referred to as “Independent Contractor”).

1. **Engagement of Independent Contractor.** District agrees to engage Independent Contractor, on a non-exclusive basis, to perform and provide specific services to the District and Independent Contractor agrees to perform, on a non-exclusive basis, these services under the terms and conditions set forth in this Agreement. The District shall retain the sole and exclusive right to determine the amount, extent and level of services required from the Independent Contractor and the District is under no obligation or duty to purchase any quota or minimum number of hours of services under this Agreement. The specific services to be provided by Independent Contractor are more fully described in “Exhibit A,” which is attached hereto and fully incorporated herein for all purposes.

2. **Duties of Independent Contractor.** Independent Contractor represents and warrants that it is fully qualified and licensed to perform any and all services agreed to be provided under this Agreement. All terms of this Agreement applicable to Independent Contractor shall also apply to and be binding upon any subcontractor, agent and employee of Independent Contractor.

3. **Term of Agreement.** Engagement of Independent Contractor will commence on August 17, 2020 or upon execution of this Agreement by both parties, whichever is the latest to occur, and the Agreement will remain in full force and effect until June 14, 2021 at which time the Agreement shall terminate on its own accord. Neither party shall be obligated to renew or extend the term of the Agreement, but may do so solely at the discretion and upon the written agreement of both parties. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notification to the other party. In the event of such early termination, District shall be obligated to make payment only for those services properly provided by Independent Contractor to the date of termination.

4. **Compensation.** As compensation for services performed under this Agreement, District shall pay Independent Contractor at a rate equal to \$73 per hour for a Licensed

Occupational Therapist and \$58 per hour for a Licensed Occupational Therapist Assistant, not to exceed \$76,000 per contract period. This hourly rate is an all-inclusive rate. There will be no reimbursement for travel or any other costs associated with providing services under this Agreement. All invoices for services rendered shall be submitted by Independent Contractor by the fifth business day of each month for services performed the previous month. Invoices shall have detail sufficient for the District's analysis of the invoice entries. All payments shall be made in accordance with the Texas Prompt Payment Act.

5. ***Relationship of the Parties.*** The parties intend that Independent Contractor, in performing the specific services, will act as an independent contractor and must have primary control of the work and services performed and the manner in which they are performed. Independent Contractor shall be free to contract for similar services to be performed for other entities while Independent Contractor is under contract with District. Independent Contractor shall not be considered an agent or employee of District. As an independent contractor, Independent Contractor shall not be entitled to participate in and District shall not be obligated to provide any compensation, insurance, healthcare, pension, retirement, bonus, stock, or similar benefit plans District provides for its employees. The District and Independent Contractor agree that Independent Contractor is not covered under any District insurance policy, including but not limited to the District's liability, property and casualty, or workers' insurance policies. Independent Contractor shall have no authority to bind or obligate the District in any manner whatsoever, other than agreed to by the District in writing.

6. ***Liability.*** Independent Contractor must take all precautions necessary for the safety of and prevention of damage to District property and for the safety of and prevention of injury to persons, including District employees and students, Independent Contractor and its agents and employees, and third persons, on District property. All work to be performed by Independent Contractor shall be performed entirely at Independent Contractor's risk.

7. ***Confidentiality of Educational Records.*** Independent Contractor shall not disclose education records concerning students enrolled in the District to a third party, without the prior written consent of the parent or adult student, or pursuant to 34 C.F.R. Sections 99.31 & 99.32. To the extent personally identifiable information or student records are accessed by Independent Contractor pursuant to the scope of this Agreement, Independent Contractor agrees to keep that information confidential. Independent Contractor agrees to refrain from copying, disseminating, or discussing the information or in any way compromising the confidentiality of such personally identifiable student information. Independent Contractor agrees to return all education records concerning students enrolled in the District and pertaining to these services performed under this Agreement upon termination of this Agreement or upon the request of the District.

8. ***Reasonable Access and Confidentiality.*** The District expressly authorizes Independent Contractor, and any of its representatives, to the extent provided by law and upon reasonable notice and by appointment, to enter upon District premises at any time during normal business hours to perform the Services subject to this Agreement. Independent Contractor understands and agrees that whenever he or she is on District premises, Independent Contractor may be escorted by and under the surveillance of District employees. Independent Contractor shall sign the attached Confidential Student Information Agreement and each employee, agent,

representative, and/or contractor of the Independent Contractor shall sign the Access Agreement, both of which are fully incorporated herein for all purposes and attached hereto as Attachment “B”.

9. ***District Policies.*** Independent Contractor agrees to comply with all District rules, regulations, and policies while on District property, attending District related or District sponsored events, and while performing services under this Agreement.

10. ***Criminal Background Check.*** Texas Education Code Chapter 22 requires entities/individuals that contract with school districts to provide services to obtain criminal history and/or fingerprinting record information regarding covered employees. Independent contractors must certify with the District that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at the District. Independent Contractor agrees to submit to a national criminal history review on him/herself and for each person Independent Contractor directs to perform the services to the District as set forth in this Agreement and to provide any and all information necessary to secure the national criminal history review, including fingerprints and photographs, if required. Independent Contractor agrees to wear a name tag at all times when present on any property owned or controlled by the District and while performing services under this Agreement.

11. ***Insurance.*** At a minimum, insurance coverage described below shall be furnished by the Independent Contractor: \$1,000,000.00 comprehensive personal liability policy on Independent Contractor. The policy shall name District as an additional insured. Proof of said insurance shall be submitted to District prior to commencement of this Agreement.

12. **INDEMNITY. DISTRICT SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY INDEPENDENT CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY; ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF INDEPENDENT CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF DISTRICT. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY INDEPENDENT CONTRACTOR TO INDEMNIFY AND PROTECT DISTRICT FROM THE CONSEQUENCES OF DISTRICT’S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. INDEPENDENT CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF DISTRICT AND IN THE NAME OF DISTRICT, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE.**

13. **Documents.** Independent Contractor shall maintain all books, records or other documents relating to this Agreement required by District policy and/or state or federal law. The District or its designee shall have access to such books, records or other documents for purposes of making audits, examinations, excerpts and transcripts.

14. **No Waiver of Immunity.** No party hereto 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.

15. **No Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.

16. **Terms to be Exclusive.** The entire agreement between the parties with respect to the subject matter under this Agreement is contained in this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.

17. **Waiver or Modification Ineffective Unless in Writing.** A waiver, alteration or modifications of any of the provisions of this Agreement will not be binding unless in writing and signed by authorized representatives of the parties to this Agreement.

18. **Notice.** Any notice required by or permitted under this Agreement must be made in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

19. **Governing Law.** This Agreement is made according to the laws of the state of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law. Venue for any dispute shall be in the courts of Medina County. Medina County is the County of Performance.

20. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

The parties have made and executed this Agreement on the dates stated below.

For: School Therapy Services

Date: _____

By: _____

Printed Name: Lisa Corbin

Title: _____

For: MEDINA VALLEY
INDEPENDENT SCHOOL DISTRICT

Date: _____

By: _____

Printed Name: Juan Zamora
Title: Assistant Superintendent

For: MEDINA VALLEY
INDEPENDENT SCHOOL DISTRICT

Attachment “A”
Services to be performed by Independent Contractor

1. The District and Contractor agree that for the purpose of this contract, the Contractor performs the following services:
 - a. Provide Occupational Therapy assessments for those students for whom such is requested
 - b. Direct Occupational therapy services to special education students for whom the ARD committee determines as requiring services
 - c. Consultative Occupational therapy services to special education students for whom the ARD committee determines as requiring services
 - d. Development of collaborative annual goals and objectives
 - e. Written progress data relevant to the IEP and consistent with district standards
 - f. Meetings with parents as determined by ARD committee
 - g. Conduct staff development as requested by the district
 - h. Occupational therapy via a progressive model which is flexible and provides the most support at the onset of therapy for both the student and teacher and which gradually reduces direct services, as appropriate and on an individual basis, while maintaining consultation to the teacher and adequate student progress.
2. Contracted Individual will
 - a. Sign in and out of the campus upon arrive and departure.
 - b. Inform district contact of planned work days on a weekly basis.
 - c. Maintain a log of hours indicating:
 - i. Activities billed for;
 - ii. Students associated with the activity.

Attachment “B”
Confidential Student Information Agreement

On behalf of Independent Contractor, I am requesting access to individual student information to provide services for Medina Valley Independent School District (“the District” or “Medina Valley ISD”), pursuant to the Agreement for Independent Contractor Services (“Agreement”). For purposes of the services to be performed for the District, the Independent Contractor is a “school official” as the term is used in FL (Local). Therefore, the Independent Contractor has a legitimate educational interest in the student information provided for the use in the Services defined. As such, the Independent Contractor’s access to individual student information is permitted under the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing federal regulations found in 34 CFR Part 99.

The Independent Contractor agrees and understands that information concerning any individual student is to be held in strictest confidence and assures that procedures are in place for monitoring and protecting confidentiality of student information. All media that contain individual student records that contain individual student records will be kept in a secure area. Each Independent Contractor representative (employees and/or contractors) that will access the individual student records must agree to protect student confidentiality by signing the attached “Access Agreement.”

In addition, the Independent Contractor agrees that any data sets or output reports that its representatives may generate with individual student data are confidential. The Independent Contractor will not disclose to any unauthorized person any data sets or reports with individual student data which is obtained or devised. The Independent Contractor agrees to be responsible for any access by tracking access to student identifiable information through the use of password(s). The Independent Contractor agrees to return all student identifiable data to the District when the information is no longer needed for purposes of the Services for which the Independent Contractor has contracted to perform for the District.

The Independent Contractor understands that any unauthorized disclosure of confidential student information is illegal as provided in FERPA and its implementing regulations. FERPA is specifically incorporated into the Texas Public Information Act as an exception to records which are subject to disclosures to the public (Texas Government Code, Chapter 552).

Independent Contractor:

Signed By: _____
Title: _____
Printed Name: Lisa Scarpa
Date: _____

ACCESS AGREEMENT

Under the terms of the Confidential Student Information Agreement between the Independent Contractor (“the Independent Contractor”) and Medina Valley Independent School District (“the District” or “Medina Valley ISD”), I am requesting access to confidential student information.

I understand that any unauthorized disclosure of confidential student information is illegal as provided in the Family Educational Rights and Privacy Act of 1974 (FERPA) and in the implementing federal regulations found at 34 CFR, Part 99. I understand that any personal characteristics of a student that could make the student's identity traceable are protected.

In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I will not disclose any data analysis or report to any party without the consent of the District. I understand that I am responsible for any telephone or computer transactions performed as a result of access authorized by use of sign-on/password(s).

I also understand that failure to observe these restrictions is prohibited by Texas Government Code §552.352.

Independent Contractor:

Signed By: _____
Title: _____
Printed Name: Lisa Scarpa
Date: _____

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

“Proud of our past, dedicated to the present, committed to the Future”

STATE OF TEXAS §
 §
COUNTY OF MEDINA §

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES FOR MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

This Agreement is entered into August 17, 2020 between Medina Valley Independent School District, 8449 FM 471 South, Castroville, Medina County, Texas 78009-5309 (hereinafter referred to as “District”) and School Therapy Services, (hereinafter referred to as “Independent Contractor”).

1. **Engagement of Independent Contractor.** District agrees to engage Independent Contractor, on a non-exclusive basis, to perform and provide specific services to the District and Independent Contractor agrees to perform, on a non-exclusive basis, these services under the terms and conditions set forth in this Agreement. The District shall retain the sole and exclusive right to determine the amount, extent and level of services required from the Independent Contractor and the District is under no obligation or duty to purchase any quota or minimum number of hours of services under this Agreement. The specific services to be provided by Independent Contractor are more fully described in “Exhibit A,” which is attached hereto and fully incorporated herein for all purposes.

2. **Duties of Independent Contractor.** Independent Contractor represents and warrants that it is fully qualified and licensed to perform any and all services agreed to be provided under this Agreement. All terms of this Agreement applicable to Independent Contractor shall also apply to and be binding upon any subcontractor, agent and employee of Independent Contractor.

3. **Term of Agreement.** Engagement of Independent Contractor will commence on August 17, 2020 or upon execution of this Agreement by both parties, whichever is the latest to occur, and the Agreement will remain in full force and effect until June 14, 2021 at which time the Agreement shall terminate on its own accord. Neither party shall be obligated to renew or extend the term of the Agreement, but may do so solely at the discretion and upon the written agreement of both parties. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notification to the other party. In the event of such early termination, District shall be obligated to make payment only for those services properly provided by Independent Contractor to the date of termination.

4. **Compensation.** As compensation for services performed under this Agreement, District shall pay Independent Contractor at a rate equal to \$73 per hour for a Licensed Physical

Therapist and \$58 per hour for a Licensed Physical Therapist Assistant, no to exceed \$53,000 per contract period. This hourly rate is an all-inclusive rate. There will be no reimbursement for travel or any other costs associated with providing services under this Agreement. All invoices for services rendered shall be submitted by Independent Contractor by the fifth business day of each month for services performed the previous month. Invoices shall have detail sufficient for the District's analysis of the invoice entries. All payments shall be made in accordance with the Texas Prompt Payment Act.

5. ***Relationship of the Parties.*** The parties intend that Independent Contractor, in performing the specific services, will act as an independent contractor and must have primary control of the work and services performed and the manner in which they are performed. Independent Contractor shall be free to contract for similar services to be performed for other entities while Independent Contractor is under contract with District. Independent Contractor shall not be considered an agent or employee of District. As an independent contractor, Independent Contractor shall not be entitled to participate in and District shall not be obligated to provide any compensation, insurance, healthcare, pension, retirement, bonus, stock, or similar benefit plans District provides for its employees. The District and Independent Contractor agree that Independent Contractor is not covered under any District insurance policy, including but not limited to the District's liability, property and casualty, or workers' insurance policies. Independent Contractor shall have no authority to bind or obligate the District in any manner whatsoever, other than agreed to by the District in writing.

6. ***Liability.*** Independent Contractor must take all precautions necessary for the safety of and prevention of damage to District property and for the safety of and prevention of injury to persons, including District employees and students, Independent Contractor and its agents and employees, and third persons, on District property. All work to be performed by Independent Contractor shall be performed entirely at Independent Contractor's risk.

7. ***Confidentiality of Educational Records.*** Independent Contractor shall not disclose education records concerning students enrolled in the District to a third party, without the prior written consent of the parent or adult student, or pursuant to 34 C.F.R. Sections 99.31 & 99.32. To the extent personally identifiable information or student records are accessed by Independent Contractor pursuant to the scope of this Agreement, Independent Contractor agrees to keep that information confidential. Independent Contractor agrees to refrain from copying, disseminating, or discussing the information or in any way compromising the confidentiality of such personally identifiable student information. Independent Contractor agrees to return all education records concerning students enrolled in the District and pertaining to these services performed under this Agreement upon termination of this Agreement or upon the request of the District.

8. ***Reasonable Access and Confidentiality.*** The District expressly authorizes Independent Contractor, and any of its representatives, to the extent provided by law and upon reasonable notice and by appointment, to enter upon District premises at any time during normal business hours to perform the Services subject to this Agreement. Independent Contractor understands and agrees that whenever he or she is on District premises, Independent Contractor may be escorted by and under the surveillance of District employees. Independent Contractor shall sign the attached Confidential Student Information Agreement and each employee, agent,

representative, and/or contractor of the Independent Contractor shall sign the Access Agreement, both of which are fully incorporated herein for all purposes and attached hereto as Attachment “B”.

9. ***District Policies.*** Independent Contractor agrees to comply with all District rules, regulations, and policies while on District property, attending District related or District sponsored events, and while performing services under this Agreement.

10. ***Criminal Background Check.*** Texas Education Code Chapter 22 requires entities/individuals that contract with school districts to provide services to obtain criminal history and/or fingerprinting record information regarding covered employees. Independent contractors must certify with the District that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at the District. Independent Contractor agrees to submit to a national criminal history review on him/herself and for each person Independent Contractor directs to perform the services to the District as set forth in this Agreement and to provide any and all information necessary to secure the national criminal history review, including fingerprints and photographs, if required. Independent Contractor agrees to wear a name tag at all times when present on any property owned or controlled by the District and while performing services under this Agreement.

11. ***Insurance.*** At a minimum, insurance coverage described below shall be furnished by the Independent Contractor: \$1,000,000.00 comprehensive personal liability policy on Independent Contractor. The policy shall name District as an additional insured. Proof of said insurance shall be submitted to District prior to commencement of this Agreement.

12. **INDEMNITY. DISTRICT SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY INDEPENDENT CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY; ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF INDEPENDENT CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF DISTRICT. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY INDEPENDENT CONTRACTOR TO INDEMNIFY AND PROTECT DISTRICT FROM THE CONSEQUENCES OF DISTRICT’S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. INDEPENDENT CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF DISTRICT AND IN THE NAME OF DISTRICT, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE.**

13. **Documents.** Independent Contractor shall maintain all books, records or other documents relating to this Agreement required by District policy and/or state or federal law. The District or its designee shall have access to such books, records or other documents for purposes of making audits, examinations, excerpts and transcripts.

14. **No Waiver of Immunity.** No party hereto 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.

15. **No Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.

16. **Terms to be Exclusive.** The entire agreement between the parties with respect to the subject matter under this Agreement is contained in this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.

17. **Waiver or Modification Ineffective Unless in Writing.** A waiver, alteration or modifications of any of the provisions of this Agreement will not be binding unless in writing and signed by authorized representatives of the parties to this Agreement.

18. **Notice.** Any notice required by or permitted under this Agreement must be made in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

19. **Governing Law.** This Agreement is made according to the laws of the state of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law. Venue for any dispute shall be in the courts of Medina County. Medina County is the County of Performance.

20. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

The parties have made and executed this Agreement on the dates stated below.

For: School Therapy Services

Date: _____

By: _____

Printed Name: Lisa Scarpa

Title: _____

For: MEDINA VALLEY
INDEPENDENT SCHOOL DISTRICT

Date: _____

By: _____

Printed Name: Juan Zamora
Title: Assistant Superintendent

For: MEDINA VALLEY
INDEPENDENT SCHOOL DISTRICT

Attachment “A”
Services to be performed by Independent Contractor

1. The District and Contractor agree that for the purpose of this contract, the Consultant performs the following services:
 - a. Provide Physical Therapy assessments for those students for whom such is requested
 - b. Direct physical therapy services to special education students for whom the ARD committee determines as requiring services
 - c. Consultative physical therapy services to special education students for whom the ARD committee determines as requiring services
 - d. Development of collaborative annual goals and objectives
 - e. Written progress data relevant to the IEP and consistent with district standards
 - f. Meetings with parents as determined by ARD committee
 - g. Conduct staff development as requested by the district
 - h. Physical therapy via a progressive model which is flexible and provides the most support at the onset of therapy for both the student and teacher and which gradually reduces direct services, as appropriate and on an individual basis, while maintaining consultation to the teacher and adequate student progress.
2. Contracted PT will
 - a. Sign in and out of the campus upon arrive and departure.
 - b. Inform district contact of planned work days on a weekly basis.
 - c. Maintain a log of hours indicating:
 - i. Activities billed for;
 - ii. Students associated with the activity.

**Attachment “B”
Confidential Student Information Agreement**

On behalf of Independent Contractor, I am requesting access to individual student information to provide services for Medina Valley Independent School District (“the District” or “Medina Valley ISD”), pursuant to the Agreement for Independent Contractor Services (“Agreement”). For purposes of the services to be performed for the District, the Independent Contractor is a “school official” as the term is used in FL (Local). Therefore, the Independent Contractor has a legitimate educational interest in the student information provided for the use in the Services defined. As such, the Independent Contractor’s access to individual student information is permitted under the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing federal regulations found in 34 CFR Part 99.

The Independent Contractor agrees and understands that information concerning any individual student is to be held in strictest confidence and assures that procedures are in place for monitoring and protecting confidentiality of student information. All media that contain individual student records that contain individual student records will be kept in a secure area. Each Independent Contractor representative (employees and/or contractors) that will access the individual student records must agree to protect student confidentiality by signing the attached “Access Agreement.”

In addition, the Independent Contractor agrees that any data sets or output reports that its representatives may generate with individual student data are confidential. The Independent Contractor will not disclose to any unauthorized person any data sets or reports with individual student data which is obtained or devised. The Independent Contractor agrees to be responsible for any access by tracking access to student identifiable information through the use of password(s). The Independent Contractor agrees to return all student identifiable data to the District when the information is no longer needed for purposes of the Services for which the Independent Contractor has contracted to perform for the District.

The Independent Contractor understands that any unauthorized disclosure of confidential student information is illegal as provided in FERPA and its implementing regulations. FERPA is specifically incorporated into the Texas Public Information Act as an exception to records which are subject to disclosures to the public (Texas Government Code, Chapter 552).

Independent Contractor:

Signed By: _____
Title: _____
Printed Name: Lisa Scarpa
Date: _____

ACCESS AGREEMENT

Under the terms of the Confidential Student Information Agreement between the Independent Contractor (“the Independent Contractor”) and Medina Valley Independent School District (“the District” or “Medina Valley ISD”), I am requesting access to confidential student information.

I understand that any unauthorized disclosure of confidential student information is illegal as provided in the Family Educational Rights and Privacy Act of 1974 (FERPA) and in the implementing federal regulations found at 34 CFR, Part 99. I understand that any personal characteristics of a student that could make the student's identity traceable are protected.

In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I will not disclose any data analysis or report to any party without the consent of the District. I understand that I am responsible for any telephone or computer transactions performed as a result of access authorized by use of sign-on/password(s).

I also understand that failure to observe these restrictions is prohibited by Texas Government Code §552.352.

Independent Contractor:

Signed By: _____
Title: _____
Printed Name: Lisa Scarpa
Date: _____

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

“Proud of our past, dedicated to the present, committed to the Future”

STATE OF TEXAS §
 §
COUNTY OF MEDINA §

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES FOR MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

This Agreement is entered into August 17, 2020 between Medina Valley Independent School District, 8449 FM 471 South, Castroville, Medina County, Texas 78009-5309 (hereinafter referred to as “District”) and School Therapy Services, (hereinafter referred to as “Independent Contractor”).

1. ***Engagement of Independent Contractor.*** District agrees to engage Independent Contractor, on a non-exclusive basis, to perform and provide specific services to the District and Independent Contractor agrees to perform, on a non-exclusive basis, these services under the terms and conditions set forth in this Agreement. The District shall retain the sole and exclusive right to determine the amount, extent and level of services required from the Independent Contractor and the District is under no obligation or duty to purchase any quota or minimum number of hours of services under this Agreement. The specific services to be provided by Independent Contractor are more fully described in “Exhibit A,” which is attached hereto and fully incorporated herein for all purposes.

2. ***Duties of Independent Contractor.*** Independent Contractor represents and warrants that it is fully qualified and licensed to perform any and all services agreed to be provided under this Agreement. All terms of this Agreement applicable to Independent Contractor shall also apply to and be binding upon any subcontractor, agent and employee of Independent Contractor.

3. ***Term of Agreement.*** Engagement of Independent Contractor will commence on August 13, 2020 or upon execution of this Agreement by both parties, whichever is the latest to occur, and the Agreement will remain in full force and effect until June 14, 2021 at which time the Agreement shall terminate on its own accord. Neither party shall be obligated to renew or extend the term of the Agreement, but may do so solely at the discretion and upon the written agreement of both parties. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notification to the other party. In the event of such early termination, District shall be obligated to make payment only for those services properly provided by Independent Contractor to the date of termination.

4. ***Compensation.*** As compensation for services performed under this Agreement, District shall pay Independent Contractor at a rate of \$420 per day for a Licensed Speech and

Language Pathologist, not to exceed \$70,000 per contract period. This daily rate is an all-inclusive rate. There will be no reimbursement for travel or any other costs associated with providing services under this Agreement. All invoices for services rendered shall be submitted by Independent Contractor by the fifth business day of each month for services performed the previous month. Invoices shall have detail sufficient for the District's analysis of the invoice entries. All payments shall be made in accordance with the Texas Prompt Payment Act.

5. ***Relationship of the Parties.*** The parties intend that Independent Contractor, in performing the specific services, will act as an independent contractor and must have primary control of the work and services performed and the manner in which they are performed. Independent Contractor shall be free to contract for similar services to be performed for other entities while Independent Contractor is under contract with District. Independent Contractor shall not be considered an agent or employee of District. As an independent contractor, Independent Contractor shall not be entitled to participate in and District shall not be obligated to provide any compensation, insurance, healthcare, pension, retirement, bonus, stock, or similar benefit plans District provides for its employees. The District and Independent Contractor agree that Independent Contractor is not covered under any District insurance policy, including but not limited to the District's liability, property and casualty, or workers' insurance policies. Independent Contractor shall have no authority to bind or obligate the District in any manner whatsoever, other than agreed to by the District in writing.

6. ***Liability.*** Independent Contractor must take all precautions necessary for the safety of and prevention of damage to District property and for the safety of and prevention of injury to persons, including District employees and students, Independent Contractor and its agents and employees, and third persons, on District property. All work to be performed by Independent Contractor shall be performed entirely at Independent Contractor's risk.

7. ***Confidentiality of Educational Records.*** Independent Contractor shall not disclose education records concerning students enrolled in the District to a third party, without the prior written consent of the parent or adult student, or pursuant to 34 C.F.R. Sections 99.31 & 99.32. To the extent personally identifiable information or student records are accessed by Independent Contractor pursuant to the scope of this Agreement, Independent Contractor agrees to keep that information confidential. Independent Contractor agrees to refrain from copying, disseminating, or discussing the information or in any way compromising the confidentiality of such personally identifiable student information. Independent Contractor agrees to return all education records concerning students enrolled in the District and pertaining to these services performed under this Agreement upon termination of this Agreement or upon the request of the District.

8. ***Reasonable Access and Confidentiality.*** The District expressly authorizes Independent Contractor, and any of its representatives, to the extent provided by law and upon reasonable notice and by appointment, to enter upon District premises at any time during normal business hours to perform the Services subject to this Agreement. Independent Contractor understands and agrees that whenever he or she is on District premises, Independent Contractor may be escorted by and under the surveillance of District employees. Independent Contractor shall sign the attached Confidential Student Information Agreement and each employee, agent, representative, and/or contractor of the Independent Contractor shall sign the Access Agreement,

both of which are fully incorporated herein for all purposes and attached hereto as Attachment “B”.

9. ***District Policies.*** Independent Contractor agrees to comply with all District rules, regulations, and policies while on District property, attending District related or District sponsored events, and while performing services under this Agreement.

10. ***Criminal Background Check.*** Texas Education Code Chapter 22 requires entities/individuals that contract with school districts to provide services to obtain criminal history and/or fingerprinting record information regarding covered employees. Independent contractors must certify with the District that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at the District. Independent Contractor agrees to submit to a national criminal history review on him/herself and for each person Independent Contractor directs to perform the services to the District as set forth in this Agreement and to provide any and all information necessary to secure the national criminal history review, including fingerprints and photographs, if required. Independent Contractor agrees to wear a name tag at all times when present on any property owned or controlled by the District and while performing services under this Agreement.

11. ***Insurance.*** At a minimum, insurance coverage described below shall be furnished by the Independent Contractor: \$1,000,000.00 comprehensive personal liability policy on Independent Contractor. The policy shall name District as an additional insured. Proof of said insurance shall be submitted to District prior to commencement of this Agreement.

12. **INDEMNITY.** DISTRICT SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY INDEPENDENT CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY; ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF INDEPENDENT CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF DISTRICT. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY INDEPENDENT CONTRACTOR TO INDEMNIFY AND PROTECT DISTRICT FROM THE CONSEQUENCES OF DISTRICT’S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. INDEPENDENT CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF DISTRICT AND IN THE NAME OF DISTRICT, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE.

13. ***Documents.*** Independent Contractor shall maintain all books, records or other documents relating to this Agreement required by District policy and/or state or federal law. The

District or its designee shall have access to such books, records or other documents for purposes of making audits, examinations, excerpts and transcripts.

14. **No Waiver of Immunity.** No party hereto 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.

15. **No Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.

16. **Terms to be Exclusive.** The entire agreement between the parties with respect to the subject matter under this Agreement is contained in this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.

17. **Waiver or Modification Ineffective Unless in Writing.** A waiver, alteration or modifications of any of the provisions of this Agreement will not be binding unless in writing and signed by authorized representatives of the parties to this Agreement.

18. **Notice.** Any notice required by or permitted under this Agreement must be made in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

19. **Governing Law.** This Agreement is made according to the laws of the state of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law. Venue for any dispute shall be in the courts of Medina County. Medina County is the County of Performance.

20. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

The parties have made and executed this Agreement on the dates stated below.

For: School Therapy Services

Date: _____

By: _____

Printed Name: Lisa Corbin

Title: _____

For: MEDINA VALLEY
INDEPENDENT SCHOOL DISTRICT

Date: _____

By: _____

Printed Name: Juan Zamora
Title: Assistant Superintendent

For: MEDINA VALLEY
INDEPENDENT SCHOOL DISTRICT

Attachment “A”
Services to be performed by Independent Contractor

1. The District and Contractor agree that for the purpose of this contract, the Contractor performs the following services:
 - a. Provide Speech Language assessments for those students for whom such is requested
 - b. Direct speech therapy services to special education students for whom the ARD committee determines as requiring services
 - c. Consultative speech services to special education students for whom the ARD committee determines as requiring services
 - d. Development of collaborative annual goals and objectives
 - e. Written progress data relevant to the IEP and consistent with district standards
 - f. Meetings with parents as determined by ARD committee
 - g. Conduct staff development as requested by the district
2. Contracted Individual will
 - a. Sign in and out of the campus upon arrive and departure.
 - b. Inform district contact of planned work days on a weekly basis.
 - c. Maintain a log of hours indicating:
 - i. Activities billed for;
 - ii. Students associated with the activity.

Attachment “B”
Confidential Student Information Agreement

On behalf of Independent Contractor, I am requesting access to individual student information to provide services for Medina Valley Independent School District (“the District” or “Medina Valley ISD”), pursuant to the Agreement for Independent Contractor Services (“Agreement”). For purposes of the services to be performed for the District, the Independent Contractor is a “school official” as the term is used in FL (Local). Therefore, the Independent Contractor has a legitimate educational interest in the student information provided for the use in the Services defined. As such, the Independent Contractor’s access to individual student information is permitted under the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing federal regulations found in 34 CFR Part 99.

The Independent Contractor agrees and understands that information concerning any individual student is to be held in strictest confidence and assures that procedures are in place for monitoring and protecting confidentiality of student information. All media that contain individual student records that contain individual student records will be kept in a secure area. Each Independent Contractor representative (employees and/or contractors) that will access the individual student records must agree to protect student confidentiality by signing the attached “Access Agreement.”

In addition, the Independent Contractor agrees that any data sets or output reports that its representatives may generate with individual student data are confidential. The Independent Contractor will not disclose to any unauthorized person any data sets or reports with individual student data which is obtained or devised. The Independent Contractor agrees to be responsible for any access by tracking access to student identifiable information through the use of password(s). The Independent Contractor agrees to return all student identifiable data to the District when the information is no longer needed for purposes of the Services for which the Independent Contractor has contracted to perform for the District.

The Independent Contractor understands that any unauthorized disclosure of confidential student information is illegal as provided in FERPA and its implementing regulations. FERPA is specifically incorporated into the Texas Public Information Act as an exception to records which are subject to disclosures to the public (Texas Government Code, Chapter 552).

Independent Contractor:

Signed By: _____
Title: _____
Printed Name: Lisa Scarpa
Date: _____

ACCESS AGREEMENT

Under the terms of the Confidential Student Information Agreement between the Independent Contractor (“the Independent Contractor”) and Medina Valley Independent School District (“the District” or “Medina Valley ISD”), I am requesting access to confidential student information.

I understand that any unauthorized disclosure of confidential student information is illegal as provided in the Family Educational Rights and Privacy Act of 1974 (FERPA) and in the implementing federal regulations found at 34 CFR, Part 99. I understand that any personal characteristics of a student that could make the student's identity traceable are protected.

In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I will not disclose any data analysis or report to any party without the consent of the District. I understand that I am responsible for any telephone or computer transactions performed as a result of access authorized by use of sign-on/password(s).

I also understand that failure to observe these restrictions is prohibited by Texas Government Code §552.352.

Independent Contractor:

Signed By: _____
Title: _____
Printed Name: Lisa Scarpa
Date: _____



Claims Administrative Services, Inc.

Our reputation for excellence is no accident.™

Texas Educational Insurance Association

WORKERS' COMPENSATION

Plan Year 2020-2021 Renewal Addendum – Part 2 of 2

Plan Sponsor: Medina Valley ISD

2nd Year of a 3 Year Contract

Renewal Based on Estimated Payroll of \$34,667,327

Option 1: Select New 5-Year Plan--Locks in Fixed Cost Rate for Five Additional Years.

<input type="checkbox"/> Begin New 5 Year Plan/Year 1*	
<input type="checkbox"/> Fixed Cost Payment in Full Due on 9/1	<input type="checkbox"/> Fixed Cost Quarterly Payments of 40%, 20%, 20%, 20% Due on 9/1, 12/1, 3/1, and 6/1
\$100,166	

*The Plan Sponsor agrees to extend the term of this agreement for an additional five (5) years which must be completed before an exit option is available. The Plan Sponsor further acknowledges that this agreement guarantees only the Fixed Cost Rate and does not guarantee the Fixed Cost or Loss Fund amounts. *Please ensure you are not under any obligation to other carriers prior to extending a multi-year option.*

Option 2: Select New 3-Year Plan--Locks in Fixed Cost Rate for Three Additional Years.

<input checked="" type="checkbox"/> Begin New 3 Year Plan/Year 1**	
<input checked="" type="checkbox"/> Fixed Cost Payment in Full Due on 9/1	<input type="checkbox"/> Fixed Cost Quarterly Payments of 40%, 20%, 20%, 20% Due on 9/1, 12/1, 3/1, and 6/1
\$100,166	

**The Plan Sponsor agrees to extend the term of this agreement for an additional three (3) years which must be completed before an exit option is available. The Plan Sponsor further acknowledges that this agreement guarantees only the Fixed Cost Rate and does not guarantee the Fixed Cost or Loss Fund amounts. *Please ensure you are not under any obligation to other carriers prior to extending in a multi-year option.*

Option 3: Current Plan—Fixed Cost Rate and Discount Subject to Change at End of Contract Term.

<input type="checkbox"/> Continue Current 3 Year Plan/Year 2***	
<input type="checkbox"/> Fixed Cost Payment in Full Due on 9/1	<input type="checkbox"/> Fixed Cost Quarterly Payments of 40%, 20%, 20%, 20% Due on 9/1, 12/1, 3/1, and 6/1
\$100,166	

***The Plan Sponsor agrees, this agreement continues for 2 (Two) more years which must be completed before an exit option is available. The Plan Sponsor further acknowledges that this agreement guarantees only the Fixed Cost Rate and does not guarantee the Fixed Cost or Loss Fund amounts.

DRAFT OUR W/C FUND BANK ACCOUNT ON DUE DATE – Plan Sponsor authorizes payment by draft on the due date for any and all billings. Plan Supervisor will provide copy of Draft Invoice prior to due date.

SHOULD THE DISTRICT NOT CHOOSE THE DRAFT PAYMENT METHOD, INITIAL INVOICE WILL BE ISSUED PRIOR TO 8/1/20, PAYABLE ON 9/1/20. QUARTERLY INVOICES WILL BE MAILED TO PLAN SPONSOR PRIOR TO AND PAYABLE ON DUE DATES LISTED ABOVE.

I represent that I am expressly and duly authorized by Medina Valley ISD to execute this agreement and legally bind my employer as set forth in this agreement. I acknowledge that Medina Valley ISD wishes to continue the agreement as previously approved by the Board of Trustees, the governing body of Medina Valley ISD. As the designated employee of Medina Valley ISD, I am exercising the authority conveyed by the Board of Trustees to extend the term of this agreement for an additional five years ___ three years ___, or continuing current plan ___ which must be completed before an exit option is available. I further acknowledge that this agreement guarantees only the Fixed Cost Rate and does not guarantee the Fixed Cost or Loss Fund amounts. It is understood that Fixed Cost and Loss Fund amounts are subject to change each year of the agreement based on the actual payrolls of Medina Valley ISD. Effective start date of this plan addendum is September 1, 2020.

6/16/2020
Date

Signature (Designated Employee)

Director of Human Resources
Title

Please Select a Plan Option and return signed Renewal Addendum to CAS by 6/30/2020.

CAS-Claims Administrative Services, Inc.

Phone: 903.509.8484
Toll Free: 800.765.2412

501 Shelley Drive
P.O. Box 7500
Tyler, TX 75701

Fax: 903.509.1888
www.cas-services.com



Claims Administrative Services, Inc.

Our reputation for excellence is no accident.™

TEXAS EDUCATIONAL INSURANCE ASSOCIATION

WORKERS' COMPENSATION

Plan Year 2020-2021 Renewal Addendum – Part 1 of 2

Plan Sponsor: Medina Valley ISD

2nd Year of a 3 Year Contract

FIXED COST \$100,166

LOSS FUND MAXIMUM\$206,670

Renewal Based on Estimated Payroll of \$34,667,327

Fixed Cost Includes: Claims Administration, Record Keeping, Safety and Loss Control, Excess Insurance, plus...

Initial contact with claimant	Setting IME appointments	Communicating with Doctor
Initial contact with insured	Administering benefits timely	Visits by Adjuster
Initial contact with doctor	Annual Reports	Recorded statements
Faxes	Check stock & issuing checks	Filing state forms
Regular Meetings with Client	Subrogation Management	Answering WC legal questions
Photographs	Reports	Supervisor review of claims
Telephone	Litigation Management	Travel expenses
Monitoring medical treatment	Communicating with employee	Reviewing claims with clients
Airfare, except extraordinary	Mileage, except extraordinary	Excess Carrier Reporting
Loss Runs	Express mail, except extraordinary	EDI requirements for Ins Carrier
Filing of 1099's	Obtain Records, except extraordinary	
	<i>.....CAS Service Guarantee, and much more.....</i>	

Loss Fund Includes: Incurred Claims, Claims Expense Allowance, Allocated Claims Expenses, and Cost Containment

Allocated Expenses:	Cost associated with bank account or its maintenance
Attorney fees	Extraordinary travel expenses incurred by CAS
Medical opinions	Cost associated with Occupational Rehabilitation
Independent Medical Examination	Pre-authorization or Utilization
Peer Review	Cost for obtaining and copying of public or medical records
Court costs	Cost for photography, preparation of maps, diagrams or physical analysis
Medical Case Management	Cost of employing experts' testimony
Cost of surveillance	Cost for property damage appraisal fees
Interest paid as result of Litigation	Witness travel expense
Witness fees	Specialty Bill Review
Medical Bill Negotiations	

Cost Containment:

CAS does provide cost containment services for our clients. Cost containment services are allocated to the claim and billed at the following rates. Field Case Management, \$88 per hour + mileage; Telephonic Case Management, \$88 per hour; Rehabilitation/Vocational Case Management, \$88 per hour + mileage; Pre-Authorization, \$150 flat rate per request; Specialty Bill Review 25% of savings; Medical Bill Negotiations 25% of savings; Pharmacy Network, 9% of savings; Ancillary Services, 9% of savings; Medical Necessity Review, \$125 Coordination fee + cost; Subrogation, no charge if done in-house or at cost if a complicated case that would be better represented by an attorney; Investigation Services, \$35 for initial database research/\$84 per hour for surveillance, In-house attorney representation at hearings \$75.00 per hour, Section 111 reporting query is at no charge; \$10.00 per submission.

CAS has a proven record in reducing claims cost. CAS adjusters aggressively work with the injured employee and doctors to get the employee back to work and close their file. CAS works closely with their clients to establish a long-term partnership.



Claims Administrative Services, Inc.

Our reputation for excellence is no accident.®

June 4, 2020

Medina Valley ISD
Kenneth Rohrbach
8449 FM 471 S.
Castroville, TX 78009-5309

Dear Kenneth Rohrbach:

Congratulations on the completion of another successful school year! With the summer here, the conclusion of your 2019-2020 Workers' Compensation program plan year is not far behind.

Attached is your renewal addendum, which simply allows you to **continue your elected multi-year plan option or select a new multi-year plan.** All plan options reflect CAS's commitment to you to provide stable long term rates. By starting a new multi-year plan, you will be locking in your current workers' compensation rate for additional years. **We ask that you select which option you are interested in and return the signed addendum to us. Please ensure you are not under any obligation to other carriers prior to extending a multi-year option.**

Clients such as Medina Valley ISD are vital to the success of our program – a program that consistently sees over 95% of members renew each year. CAS continues to focus on reducing both the frequency and severity of injuries, without sacrificing the care your employees receive to ensure your school/college has the best workers' compensation value available.

Many thanks from all of us at CAS for the opportunity to earn your business. We look forward to serving as your workers' compensation program for years to come.

Thank you for all you do,

Bill Costanza
President

Enclosures: Renewal Addendum
Return Envelope

INTERLOCAL AGREEMENT

This Interlocal agreement ("Agreement") is executed by and between the Medina Valley Independent School District ("Medina Valley ISD"), and the County of Medina, Texas (hereinafter referred to collectively as "participating Political Subdivisions").

WITNESSETH

WHEREAS the Participating Political Subdivisions are authorized by the Interlocal Cooperation Act, Texas Government Code §791 (the "Act"), to enter into cooperative agreements among themselves, and with and among other political subdivisions of the State of Texas, for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and program; and

WHEREAS the services made the subject of this Agreement are a governmental function and the Participating Political Subdivisions desire to contract in a manner to require each entity to, respectively, provide the services and to make the payments set forth in this Agreement; and

WHEREAS the participating Political Subdivisions have determined that this Agreement will result in improved services being provided more economically and efficiently and will increase public safety for the constituents of the Medina Valley ISD and the County;

NOW THEREFORE, the Participating Political Subdivision have agreed, and do hereby agree, as follows:

ARTICLE 1 **SERVICES TO BE PROVIDED BY THE COUNTY**

Section 1.01 Campus Security. The county agrees to assign peace officers to serve at any Medina Valley ISD campus determined by the Board of Trustees. The current agreement shall be to assign four (4) officers during the 2019-2020 School Year and beyond until further modified or terminated. Additional Officers maybe assigned and covered under this agreement as agreed to by the parties. Any such officer shall be assigned by mutual agreement between the Sheriff and the Superintendent or designee. The assigned officer shall provide services during regular school hours on each and every day classes are in session. The officer's duties shall include traffic control services, law enforcement, and assisting school administration with security during regular school hours.

The County and the Medina Valley ISD acknowledge the importance of having the same officer present at the district on a day to day basis in order to promote continuity and familiarity with the district and students. The county and the Medina Valley ISD agree that any substitutions of personnel by the County shall be discussed and mutually agreed upon prior to such substitution being made.

Any campus peace officer shall be physically present on campus during regular school hours or during such hours as are mutually agreed upon by the Sheriff and the campus Principal(s). The assigned officer shall coordinate and cooperate with the campus Principal(s), but shall be directly supervised by the Sheriff of the County. The duties, schedule and responsibilities of the assigned officer on days when classes are not in session shall be mutually agreed upon and determined by the Sheriff of the County and the Superintendent. The parties understand that the officer may be required to carry out certain school district duties and responsibilities, including for example, investigation of truancy complaints, etc.

At all times during the term of this Agreement, the law enforcement personnel provided by the County and assigned to the Medina Valley ISD shall be considered employees of the County and not employees of the

Medina Valley ISD. The County shall be responsible for maintaining accurate records of the dates of service, and any other information regarding the personnel assigned to the Medina Valley ISD that may be necessary in connection with the performance of this Agreement.

Unless agreed to in advance in particular situations, any officer assigned to serve at any Medina Valley ISD campus shall dress in a uniform identifying him/her as a member of the Sheriff's department of Medina County, and shall carry the usual equipment, such as sidearm, belt and holster, badge, and the like. At all times covered by this Agreement, any officer assigned to serve at any Medina Valley ISD campus shall be licensed, full-time, regular-duty peace officer employed and properly trained by the County of Medina.

ARTICLE 2

SERVICE TO BE PROVIDED BY THE MEDINA VALLEY ISD

Section 2.01 Campus Security. The principal of each campus that uses the services of a campus peace officer, shall coordinate and work with the peace officer(s) with respect to the law enforcement services provided and any special issues that warrant increased attention. The campus Principal shall have the discretion to establish the daily tasks of the officer assigned to that campus, including designating specific campus issues to be addressed. The Medina Valley ISD shall pay and reimburse the County for the services provided as set forth in Section 3.01 below.

In accordance with the Interlocal Cooperation Act, the Medina Valley ISD agrees that any payments due under this Agreement shall be paid only from current revenues.

ARTICLE 3

CONSIDERATION AND REVIEW

Section 3.01 Consideration. The Medina Valley ISD agrees to pay, as consideration for the services provided pursuant to this Agreement, the actual salary, overtime, payroll and benefits of any and all County Sheriff's personnel assigned to the Medina Valley ISD pursuant to the Agreement. The Medina Valley ISD agrees to make monthly payments upon receipt of invoices from the County. This payment will be made within fifteen (15) days of receipt of invoices in the business office.

Section 3.02 Review and Renewal. Either the County or the Medina Valley ISD may, no later than 30 days prior to the anniversary date of the execution of the Agreement, give written notice to the other party of a request for formal review of the respective performances and issues pursuant to this Agreement. Such review, if any, shall be accomplished administratively and, upon the request of either party, an amendment shall be considered by the respective governing bodies of the parties.

Section 3.03 Automobile Expense. Because the coverage of this agreement encompasses multiple campuses, which requires regular travel by the assigned officer(s), Medina Valley ISD agrees to reimburse the county for use of a county vehicle in the amount of one hundred fifty dollars (\$150.00) per month per vehicle for the term of this agreement. Such monthly payment shall be made by Medina Valley ISD upon receipt of invoices from the County as set forth in Section 3.01.

Section 3.04 Adjustment of Consideration. In the event of any such review, or the renewal or extension of the term of this Agreement, the consideration to be given and paid by the Medina Valley ISD for the services to be provided by the County pursuant to this Agreement shall be recalculated and determined for such extended or renewal term based on a sum or amount that is not less than the County's actual costs for providing such services.

ARTICLE 4
TERM OF AGREEMENT AND REVIEW

Section 4.01 Initial Term of Agreement. The initial term of this Agreement was for one year beginning on July 1, 2005 and ending June 30, 2006 and it has continued to this date. The term shall automatically be renewed for an additional one year at the expiration of the term unless either party notifies the other in writing 30 days prior to the expiration date.

Section 4.02 Commitment of Current Revenue. Pursuant to Local Gov't Code Section 271.903 and Board Policy CE (LEGAL), this contract is a commitment of the Medina Valley ISD's current revenue only, and the Board of Trustees retains the continuing right to terminate the contract at the expiration of each budget period during the term of the of the contract. Performance under this contract is conditioned on a best effort attempt by the Medina Valley ISD Board of Trustees to obtain and appropriate funds for payment of any sums due under this contract.

ARTICLE 5
INSURANCE AND INDEMNIFICATION

Section 5.01 Governmental Services. Notwithstanding any provision to the contrary herein, this Agreement is a contract for the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the County and the Medina Valley ISD shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. With respect to the services provided pursuant to this Agreement, the County shall be an independent contractor to the Medina Valley ISD. Any peace officer assigned to duty at any Medina Valley ISD campus pursuant to this Agreement, shall not be considered an employee of Medina Valley ISD, but shall at all times remain an employee of the County.

Section 5.02 Liability. It is understood and agreed between the parties that each party hereto shall be responsible for its own acts or omissions, including the acts or omissions of its employees, officers, trustees and agents. Where injury or property damage result from the joint or concurring negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity.

Section 5.03 Insurance. The Medina Valley ISD agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect, and insure itself, its property, its employees, officers, trustees and agents from any claim, cause of action, or liability arising out of the acts or omissions of the Medina Valley ISD, its employees, officers, trustees or agents. The County agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect, and insure itself, its property, its employees, officers, and agents from any claim, cause of action, or liability arising out of the acts or omissions of the County, its employees, officers or agents.

ARTICLE 6
MISCELLANEOUS

Article 6.01 Policy Making Authority. The Medina Valley ISD shall have exclusive control, supervision and policy making authority for and with respect to the rules of conduct and regulations governing crowd control at athletic and special events. The final disciplinary action or other dispensation of any matter or issue involving only a violation of a rule or regulation of the Medina Valley ISD shall be at the

discretion of the Medina Valley ISD; provided that in the event a sworn officer of the County observes any event, matter or action that appears to constitute a violation of any local, state or federal penal or criminal law, then in such event, the investigation of a decision to file charge on any such event shall be made by the Officer in Charge or the Sheriff.

Article 6.02 Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty, responsibility or right as to either the Medina Valley ISD or the County except with respect to the use a general provision of the services specifically set forth in this Agreement. This Agreement does not and shall not be interpreted to limit or extend any governmental or proprietary authority for or with respect to the provision of any service or the undertaking of any function or level of service except as specifically set forth herein.

Article 6.03 Jurisdiction. Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of the County or the Medina Valley ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. The Medina Valley ISD specifically extends jurisdiction and authority to the County to implement and perform its duties provided for in this Agreement upon all property under the immediate control of the Medina Valley ISD, save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by the Medina Valley ISD, and all governmental and proprietary functions and services traditionally provided by the County, shall be and remain the sole responsibility of each respective party.

This Agreement shall be governed by the laws of the State of Texas, the County of Medina.

Article 6.04 Governmental Immunity. Nothing in this Agreement shall be construed to waive, modify or amend any legal defense available to the Medina Valley ISD, the County of Medina, or any past or present Trustee, officer, agent or employee, including, but not limited to governmental immunity from suit as provided by law.

Article 6.05 Contract Supervision and Controls. The Medina Valley ISD and the County shall each monitor, review and provide oversight and supervision of the services as they are provided and each agrees to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, services or performance issue becomes unsatisfactory. Notices provided by any party to this Agreement to the other party shall be in writing and directed via U.S. Mail or hand delivery, and facsimile, to the other party at the following addresses:

Medina Valley ISD:
8449 FM 471 South
Castroville, Texas 78009

Medina County:
801 Avenue Y
Hondo, Texas 78861

Article 6.07 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

Article 6.08 Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.


Article 6.09 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officer's thereunto duly authorized as of the date below.

EXECUTED AND DELIVERED by and between Medina Valley ISD and the County of Medina, Texas, on this the 1st day of August, 2019.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

By: 
President, Board of Trustees

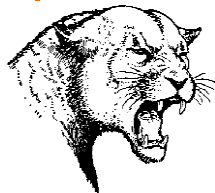
By: 
Secretary, Board of Trustees

COUNTY OF MEDINA, TEXAS

By: 
County Judge

By: 
County Clerk

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT



"Proud of our past, dedicated to the present, committed to the Future"

MEMORANDUM

To: Medina Valley ISD Board of Trustees
From: Dr. Kenneth Rohrbach, Superintendent
Re: Consider Amended 2020-2021 School Calendars
Date: August 11, 2020

A change has been made to the 20-21 Academic Calendar and 20-21 Flex Calendar to reflect the new dates for the Medina County Junior Livestock Show. When the calendars were adopted, we were not aware that the dates had been moved from the previous years. The adopted calendar has Friday, January 22 as a student holiday/staff in-service day for the stock show. This has now been moved to Friday, January 29.

Recommendation: Approve the amended 20-21 school calendars.

2020-2021 MVISD Calendar Draft

JULY 2020						
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Holidays

September 7	Labor Day
November 23 - 27	Thanksgiving
Dec. 21 - Jan. 1	Winter Holiday
January 18	MLK Day
March 8 - 12	Spring Break
June 4	Graduation Day

Campus Hours

1st 6wks = 28 Days
 2nd 6wks = 24 Days
 3rd 6wks = 26 Days
 4th 6wks = 30 Days
 5th 6wks = 34 Days
 6th 6wks = 32 Days
 Total = 174 Days or 78,300 min
 Required = 75,600 min

Calendar Key

- State Assessment
- Holiday (* Denotes bad weather day)

- Staff Development / Teacher Work Day - Student Holiday

(= Start 6wks
) = End 6wks

2020 - 2021 MVISD Flex-Calendar

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JUNE 2021						
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27	28	29	30	1	2	3
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Holidays

September 7	Labor Day
November 23 - 27	Thanksgiving
Dec. 21 - Jan. 1	Winter Holiday
January 18	MLK Day
March 8 - 12	Spring Break
June 4	Graduation Day

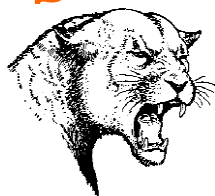
Campus Hours

1st 6wks = 28 Days
 2nd 6wks = 24 Days
 3rd 6wks = 26 Days
 4th 6wks = 30 Days
 5th 6wks = 32 Days
 6th 6wks = 27 Days
 Total = 167 Days (79,325 min)
 Required = 75,600 min

Calendar Key

	Holiday (* Denotes Bad weather day)
	Staff Development / Teacher Work Day - Student Holiday
	State Assessment
	Flex Days
(= Start 6wks) = End 6wks

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT



"Proud of our past, dedicated to the present, committed to the Future"

MEMORANDUM

To: Medina Valley ISD Board of Trustees
From: Dr. Kenneth Rohrbach, Superintendent
Re: Consider MVIDS Asynchronous Learning Plan
Date: August 12, 2020

Districts are required to submit to TEA a plan for asynchronous instruction for remote learners. TEA defines asynchronous learning as "a curricular experience where students engage in the learning materials on their own time, interacting intermittently with the teacher via the computer, other electronic devices, or over the phone". The plan requires Board approval before submitting to TEA for review. The plan will be scored using the attached rubric. If TEA finds the plan to be satisfactory, no further action is needed on behalf of the district. If TEA finds the plan to be unsatisfactory, revisions will need to be made, with the plan then being resubmitted. The deadline for submission of the first draft is October 1.

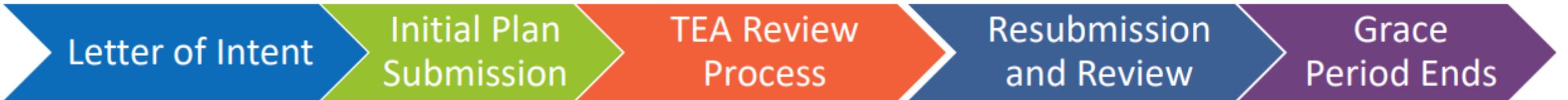
Recommendation: Approve the MVIDS Asynchronous Learning Plan.

The Asynchronous Instruction Plan Template





LEAs must submit an asynchronous letter of intent and will enter a grace period through the end of the 3rd Six Weeks FSP Period



- Submit **letter of intent** to submit a plan prior to the first day of remote asynchronous instruction
- LOI link available **July 9th**
- Results in: **Contingent approval**

- Plan link avail: **July 20th**
- LEAs should submit by **Oct. 1** to provide time for review, revisions, and approval by 4th Six Weeks

- TEA reviews within 30-45 days of plan submission
- Results in either:
 - **Plan Approved**
 - **Notice of revisions needed**

- LEA submits revisions within 30 days
- TEA final review within 15-30 days of resubmission
- Results in either:
 - **Plan Approved**
 - **Plan Not Approved**

- End of 3rd Six Weeks Reporting Period
- **Funding for asynchronous remote attendance stops without approved plan**

Note: Letter of Intent & Initial Plan Submission details have been updated





Letter of Intent for Asynchronous Instruction

- LEAs must submit a **Letter of Intent (LOI)** prior to the first day of asynchronous instruction in order to receive contingent approval that will last through the end of the grace period
- The letter of intent will be **submitted through a survey link** with the following questions:
 - Do you intend to develop and submit an asynchronous instruction plan?
 - Have you read and understood the requirements for the asynchronous instruction plan?
 - Optional (for TEA review planning purposes): When do you expect to submit a plan to TEA?
- LOI survey link will be shared on the TEA Coronavirus Website and sent out through a TAA on July 9th

Asynchronous plans must address four key requirements



Instructional Schedule



Material Design



Student Progress



Implementation





<p>Please check the grade level(s) for which these open response descriptions/attachments apply.</p> <p><i>Note: You will be able to submit a response for each grade or grade band, but you may also submit just one response for each question if you prefer, describing any differences by grade level(s) within your responses.</i></p>		
<input checked="" type="checkbox"/> PK, ALE, ECSE <input checked="" type="checkbox"/> K <input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7	<input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/> 9 <input checked="" type="checkbox"/> 10 <input checked="" type="checkbox"/> 11 <input checked="" type="checkbox"/> 12

Attestations

Instructional Schedule

- ✓ **Teacher interaction** with students is predictable, sufficient to support schedule.
- ✓ **Teacher availability** for students (e.g. office hours schedule) is planned in advance, predictable, sufficient for student progress, clearly defined, and published in the student syllabus.
- ✓ **Students can access instructional support** from teachers when needed, direct instruction is delivered by teachers, and students know how and when they can interact with their teachers.
- ✓ Students are provided **clear means to engage with academic material on a daily basis**.
- ✓ **Student IEPs** are followed regardless of learning environment such that students with disabilities receive a Free, and Appropriate Public Education (FAPE).
- ✓ Student academic work ensures **engagement that is equivalent to direct content work that a student would be engaged in over a normal school year**. As guidance, this direct work with academic content matches or exceeds the following average daily minimums across all subjects:
 - Half day PreK – 90 instructional minutes
 - Full day PreK – 180 instructional minutes
 - K through 5th grade – 180 instructional minutes
 - 6th through 12th grade – 240 instructional minutes

Materials Design

- ✓ District has adopted a **full, TEKS-aligned curriculum can be executed in an asynchronous remote learning environment**. This includes:
 - ✓ Assessments that ensure continued information on student progress remotely
 - ✓ Instructional materials that support a coherent, logical course sequence that reinforces concepts at appropriate times to ensure continuity of learning remotely
 - ✓ Instructional materials consistently reinforce concepts at appropriate times to ensure retention of knowledge in asynchronous environments
- ✓ Instructional materials include specifically designed resources and/or accommodations and modifications to support students with disabilities and English Learners in an asynchronous environment.
- ✓ There is a plan to ensure district adopted instructional materials are used during instruction and in the hands of students.

Student Progress

- ✓ Expected student progress in remote asynchronous learning is **planned in advance, defined by day, and ties to the overall course coverage in the course syllabus**.
- ✓ **Daily, trackable student engagement exists** to ensure curricular progress in asynchronous learning. Curricular progress can be measured through any of the following means:
 - ✓ Data from the Learning Management System (LMS) showing progress made that day
 - ✓ Curricular progress evidenced from teacher/student interactions made that day
 - ✓ Completion and submission of assignments planned for that day
- ✓ Districts have **systems to measure academic progress** of all students to **inform instructional practice** in an asynchronous environment.

- ✓ Progress monitoring includes all students and can be done in any proposed at-home scenario (digital or print)
- ✓ Student **feedback is provided from instructors at least weekly** in asynchronous learning environments including next steps or necessary academic remediation to improve performance.
- ✓ **School grading policies** for remote student work are consistent with those used before COVID for on campus assignments

Implementation

- ✓ Campuses plan for and implement **professional development calendars** with specific supports for asynchronous instruction. These include the following for educators:
 - ✓ Provide introductory and ongoing content-focused, job-embedded training linked to chosen asynchronous curricular resources
 - ✓ Cover all grade levels and content areas that are participating in asynchronous learning
 - ✓ Develop content knowledge to help educators internalize the asynchronous curriculum and analyze and respond to data with the use of the instructional materials
 - ✓ Explicitly cover asynchronous remote instructional delivery and use of the asynchronous learning platform and/or learning management system
- ✓ Districts provide **explicit communication and support for families** in order to support asynchronous work at home.

Open Responses

Key Requirement Instructional Schedule: Describe (or attach a description of) the structure of your asynchronous schedule highlighting any differences by grade level and/or content area.

Instructional Schedule: Describe (or attach a description of) the structure of your asynchronous schedule highlighting any differences by grade level and/or content area.

Sample Daily Full Day PK/ALE/ECSE-12th Grade Schedule (may vary by teacher and campus)

Time	Student Activity	Synchronous/ Asynchronous
90 mins	ELA / SLA: <ul style="list-style-type: none"> • Screencasting and / or Video Broadcasting (60 mins) • Seesaw/Google Classroom Activities (30 mins) 	Asynchronous
90 mins	Math: <ul style="list-style-type: none"> • Screencasting and / or Video Broadcasting (60 mins) • Seesaw/Google Classroom Activities (30 mins) 	Asynchronous
45 mins	Science: <ul style="list-style-type: none"> • Screencasting and / or Video Broadcasting (25 min) • Seesaw/Google Classroom Activities (20) 	Asynchronous

45 mins	<i>Social Studies:</i> <ul style="list-style-type: none"> • Screencasting and / or Video Broadcasting (25 min) • Seesaw/Google Classroom Activities (20) 	Asynchronous
45 mins	<i>Fine Arts / Elective / PE:</i> <ul style="list-style-type: none"> • Screencasting and / or Video Broadcasting (25 min) • Seesaw/Google Classroom/Google Site Activities (20) 	Asynchronous
40- 60 mins	<i>Interventions and / or small group instruction</i>	Synchronous
45 mins x 2	<i>Office hours</i>	Synchronous

Component	Explanation
<p>What are the expectations for daily student interaction with academic content?</p>	<p>Students are expected to engage in the scheduled content asynchronously for a total of 315 minutes per day. Student schedule is determined by an estimated time duration per subject as opposed to designated time blocks of instruction. During the day, students will have access to all activities and complete self-paced assignments independently and in the order in which they prefer. Teachers can track student login time and assignment completions via online LMS, and can tailor pacing and content for students based on their individual progress and/or areas where students may require additional practice or support.</p> <p>The daily schedule includes the following time requirements:</p> <ul style="list-style-type: none"> - 90 minutes of ELA - 90 minutes of Math - 45 minutes of Science - 45 minutes of Social Studies - 45 minutes of Fine Arts / Elective / PE <p>Additional synchronous opportunities of small group instruction and office hours are provided daily:</p> <ul style="list-style-type: none"> - Small group instruction time is determined on as-needed basis by teachers based on student progress in LMS - Office hours attendance is optional and based on student choice
<p>How will you ensure all student groups and grade levels will have the opportunity to engage in approx. a full day of academic content every day?</p>	<p>To facilitate instructional alignment, instructional parameters, such as the amount of time of engagement, should be consistent across remote asynchronous and on-campus synchronous models. To achieve instructional alignment, student engagement for asynchronous instruction is a minimum of 4 hours (240 minutes) of daily instruction for core subjects (excluding Fine Arts / Electives / PE), which is approximately a full day of academic content on-campus.</p> <p>In the above schedule, students will complete 300 minutes of asynchronous learning. Instruction and activities will be completed primarily asynchronously, though students will receive direct synchronous instruction and support through differentiation, small group instruction, and office hours including all Special Programs (i.e. G/T, ELs, Special Education).</p>
<p>What are the expectations for teacher/student interactions?</p>	<p>Teachers are expected to engage with students through daily feedback (<i>more about this in the Student Progress section</i>).</p> <p>Additionally, students can interact with teachers and peers daily during collaborative activities, interventions and / or small group instruction via video conferencing. Students should be accustomed to this online interaction with their teachers based on their experience this spring, and teachers will notify which students are to attend intervention sessions, when, and for what subjects.</p> <p>Finally, teachers will establish time for daily open office hours where they can meet with students or answer student questions. Attending office hours is not mandatory; students may determine if they choose to attend.</p>

<p>How will teacher/student interactions be differentiated for students with additional learning needs?</p>	<p>The district has developed instructional expectations for Resource and Inclusion, Dyslexia, Bilingual and Elementary English as a Second Language (ESL), Specialized Program, Gifted/Talented. In addition, we have guidelines for Admission, Review, and Dismissal (ARD) and 504 meetings and will be developing Contingency Plans for all students receiving Special Education Services. The district will have a plan for Individualized Educational Plan (IEP) Progress Monitoring for virtual learners. Responsibilities are differentiated by role to ensure students with additional learning needs are receiving support based on their schedule of services and individual needs. This list is comprehensive, but not exhaustive of all plans and responsibilities.</p> <p>*Please refer to the Special Programs Action Plan for more detailed information.</p> <p>General special education guidelines:</p> <ul style="list-style-type: none"> ● IEP Services including accommodations/modifications will be followed and implemented based on the student's continuity plan. ● Admission, Review, and Dismissal (ARD) and 504 committee meetings will be held within the timeline and virtually with the exceptions approved by campus administrator ● Medina Valley ISD Case Manager Roles and Responsibilities have been modified for Virtual School. These duties must be performed for before, during and after an ARD Committee meeting. ● Students in need will have access to devices and the Internet. <p>Special Education Teachers:</p> <ul style="list-style-type: none"> ● Teachers will meet virtually with all students per schedule of services. ● Instructional Support Logs will be kept for all students receiving special education services during any virtual learning, logs will be submitted weekly. <p>Daily requirements for Special Education Paraprofessionals:</p> <ul style="list-style-type: none"> ● Ensure you are invited as a teacher to all Seesaw/Google Classrooms in the classes you serve prior to the first day of school. ● Will assist in posting virtual assignments ● Will provide accommodations to students via Google Meet <p>Homebound students:</p> <p>The District in collaboration with the parent will develop an Individualized Continuity Plan that will include assignments and/or google meets to meet the number of hours required for homebound services (i.e.4 hours a week for 5 days attendance). The ARD committee will continuously evaluate the student's progress and the impact of the remote instruction and make any necessary changes for the student.</p>
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Material Design: Describe (or attach a description of) how your instructional materials support your asynchronous environment, including how all students can access instructional materials.

Chart of Medina Valley ISD Adopted/Adapted Instructional Materials

Subject/ Course	Grade Level(s)	Instructional Materials	Progress Monitoring and Assessment	Is it TEKS aligned, or how will it be adapted?	What resources are included to support students with disabilities?	What resources are included to support ELs?
Math Instructional Materials	PreK/ECSE	Medina Valley ISD Curriculum OWL/Teach Town Basics	Seesaw Activities Gold Progress Monitoring Digital Campus Based Assessments Digital District Common Assessments	Yes	Differentiation and scaffolding supports are embedded within the curriculum. Accommodations and/or modifications will be provided to students based on their individualized education plan. Supports for Students with Disabilities	OWL/Teach Town Basics includes an online hub that features English and Spanish materials (including videos and resources). Linguistic accommodations for instruction, and designated supports for assessment, will be determined by the LPAC committee. English Learner Digital Resources

Math Instructional Materials	ALE	ES ALE: Encore MS ALE: Unique Learning Systems HS ALE: Teach Town Basics	Seesaw Activities Digital Campus Based Assessments Digital District Common Assessments	Yes	Differentiation and scaffolding supports are embedded within the curriculum. Accommodations and/or modifications will be provided to students based on their individualized education plan. Supports for Students with Disabilities	Linguistic accommodations for instruction, and designated supports for assessment, will be determined by the LPAC committee. English Learner Digital Resources
Math Instructional Materials	Kinder – 5 th grade	Medina Valley ISD Curriculum Envision 2.0/Pearson	Seesaw/Google Classroom Activities K-1 ISIP Early Math/2-5 ISIP Math Progress Monitoring Digital Campus Based Assessments Digital District Common Assessments	Yes	Differentiation and scaffolding supports are embedded within the curriculum. Accommodations and/or modifications will be provided to students based on their individualized education plan. Supports for Students with Disabilities	Envision 2.0/Pearson includes an online hub that features English and Spanish materials (including videos and resources). Linguistic accommodations for instruction, and designated supports for assessment, will be determined by the LPAC committee. English Learner Digital Resources
Math Instructional Materials	6 th – 8 th grade	Medina Valley ISD Curriculum Go Math/HMH	6-8 ISIP Math Progress Monitoring Google Classroom Activities Digital Campus Based Assessments Digital District Common Assessments	Yes	Differentiation and scaffolding supports are embedded within the curriculum. Accommodations and/or modifications will be provided to students based on their individualized education plan. Supports for Students with Disabilities	Go Math/HMH includes an online hub that features English and Spanish materials (including videos and resources). Linguistic accommodations for instruction, and designated supports for assessment, will be determined by the LPAC committee. English Learner Digital Resources

Math Instructional Materials	9 th – 12 th grade	Medina Valley ISD Curriculum Algebra 1 & 2, Geometry/HMH PreCalculus and Calculus/Cengage	Google Classroom Activities Digital Campus Based Assessments Digital District Common Assessments	Yes	Differentiation and scaffolding supports are embedded within the curriculum. Accommodations and/or modifications will be provided to students based on their individualized education plan. Supports for Students with Disabilities	Algebra 1 & 2, Geometry/HMH & PreCalculus and Calculus/Cengage include an online hub that features English and Spanish materials (including videos and resources). Linguistic accommodations for instruction, and designated supports for assessment, will be determined by the LPAC committee. English Learner Digital Resources
ELA Instructional Materials	PreK/ECS E	Medina Valley ISD Curriculum OWL	Gold Progress Monitoring Seesaw Activities	Yes	Differentiation and scaffolding supports are embedded within the curriculum. Accommodations and/or modifications will be provided to students based on their individualized education plan.	OWL has embedded EL support instructions and contains numerous nonlinguistic representations as part of the materials. Amplify also has a digital learning hub with teacher resources to support their EL instruction.
ELA Instructional Materials	ALE	ES ALE: Encore MS ALE: Unique Learning Systems HS ALE: Teach Town Basics	Seesaw Activities Digital Campus Based Assessments Digital District Common Assessments	Yes	Differentiation and scaffolding supports are embedded within the curriculum. Accommodations and/or modifications will be provided to students based on their individualized education plan. Supports for Students with Disabilities	Linguistic accommodations for instruction, and designated supports for assessment, will be determined by the LPAC committee. English Learner Digital Resources
ELA Instructional Materials	Kinder - 5th	Medina Valley ISD Curriculum Texas Wonders/McGra w Hill	K-2 TPRI/3-5 ISIP Reading Progress Monitoring Seesaw/Google Classroom Activities Digital Campus Based	Yes	Differentiation and scaffolding supports are embedded within the curriculum. Accommodations and/or modifications will be provided to students based on their individualized education plan. Supports for Students with Disabilities	Texas Wonders/McGraw Hill has embedded EL support instructions and contains numerous nonlinguistic representations as part of the materials. Amplify also has a digital learning hub with teacher resources to support their EL instruction. English Learner Digital Resources

			Assessments Digital District Common Assessments			
ELA Instructional Materials	6th - 8th	Medina Valley ISD Curriculum MyPerspectives/ Pearson	6-8 ISIP Reading Progress Monitoring Google Classroom Activities Digital Campus Based Assessments Digital District Common Assessments	Yes	Differentiation and scaffolding supports are embedded within the curriculum. Accommodations and/or modifications will be provided to students based on their individualized education plan. Supports for Students with Disabilities	MyPerspectives/Pearson has embedded EL support instructions and contains numerous nonlinguistic representations as part of the materials. Amplify also has a digital learning hub with teacher resources to support their EL instruction. English Learner Digital Resources
ELA Instructional Materials	9th - 12th	Medina Valley ISD Curriculum MyPerspectives/ Pearson	Google Classroom Activities Digital Campus Based Assessments Digital District Common Assessments	Yes	Differentiation and scaffolding supports are embedded within the curriculum. Accommodations and/or modifications will be provided to students based on their individualized education plan. Supports for Students with Disabilities	MyPerspectives/Pearson has embedded EL support instructions and contains numerous nonlinguistic representations as part of the materials. Amplify also has a digital learning hub with teacher resources to support their EL instruction. English Learner Digital Resources
Science Instructional Materials	PreK/ECS E	Medina Valley ISD Curriculum OWL	Gold Progress Monitoring Seesaw Activities	Yes	Differentiation and scaffolding supports are embedded within the curriculum. Accommodations and/or modifications will be provided to students based on their individualized education plan. Supports for Students with Disabilities	OWL has embedded EL support instructions and contains numerous nonlinguistic representations as part of the materials. Amplify also has a digital learning hub with teacher resources to support their EL instruction.

Science Instructional Materials	ALE	ES ALE: Encore MS ALE: Unique Learning Systems HS ALE: Teach Town Basics	Seesaw Activities Digital Campus Based Assessments Digital District Common Assessments	Yes	Differentiation and scaffolding supports are embedded within the curriculum. Accommodations and/or modifications will be provided to students based on their individualized education plan. Supports for Students with Disabilities	Linguistic accommodations for instruction, and designated supports for assessment, will be determined by the LPAC committee. English Learner Digital Resources
Science Instructional Materials	Kinder - 5th	MVISD Curriculum Science Fusion/Think Central	Seesaw/Google Classroom Activities Digital Campus Based Assessments Digital District Common Assessments	Yes	Differentiation and scaffolding supports are embedded within the curriculum. Accommodations and/or modifications will be provided to students based on their individualized education plan. Supports for Students with Disabilities	Science Fusion/Think Central has an online hub that features English and Spanish materials (including videos and resources). Linguistic accommodations for instruction, and designated supports for assessment, will be determined by the LPAC committee. English Learner Digital Resources
Science Instructional Materials	6th - 8th	MVISD Curriculum Interactive Science/Pearson	Google Classroom Activities Digital Campus Based Assessments Digital District Common Assessments	Yes	Differentiation and scaffolding supports are embedded within the curriculum. Accommodations and/or modifications will be provided to students based on their individualized education plan. Supports for Students with Disabilities	Interactive Science/Pearson has an online hub that features English and Spanish materials (including videos and resources). Linguistic accommodations for instruction, and designated supports for assessment, will be determined by the LPAC committee. English Learner Digital Resources
Science Instructional Materials	9th - 12th	MVISD Curriculum TX High School Science	Google Classroom Activities Digital Campus Based Assessments	Yes	Differentiation and scaffolding supports are embedded within the curriculum. Accommodations and/or modifications will be provided to students based on their individualized education plan.	Adopted resources have online hub that features English and Spanish materials (including videos and resources). Linguistic accommodations for instruction, and designated supports for assessment, will be determined by the LPAC committee.

		<p>Biology/HMH</p> <p>TX High School Modern Chemistry /HMH</p> <p>Physics - Essential Physics (9H/11/11H)/Pasco</p> <p>Anatomy and Physiology/Good heart Wilcox</p> <p>Forensic Science/TPS</p>	Digital District Common Assessments		Supports for Students with Disabilities	English Learner Digital Resources
Social Studies Instructional Materials	PreK/ECE	<p>Medina Valley ISD Curriculum</p> <p>OWL</p>	<p>Gold Progress Monitoring</p> <p>Seesaw Activities</p>	Yes	<p>Differentiation and scaffolding supports are embedded within the curriculum.</p> <p>Accommodations and/or modifications will be provided to students based on their individualized education plan.</p> <p>Supports for Students with Disabilities</p>	<p>OWL has embedded EL support instructions and contains numerous nonlinguistic representations as part of the materials. Amplify also has a digital learning hub with teacher resources to support their EL instruction.</p> <p>English Learner Digital Resources</p>
Social Studies Instructional Materials	ALE	<p>ES ALE: Encore</p> <p>MS ALE: Unique Learning Systems</p> <p>HS ALE: Teach Town Basics</p>	<p>Seesaw Activities</p> <p>Digital Campus Based Assessments</p> <p>Digital District Common Assessments</p>	Yes	<p>Differentiation and scaffolding supports are embedded within the curriculum.</p> <p>Accommodations and/or modifications will be provided to students based on their individualized education plan.</p> <p>Supports for Students with Disabilities</p>	<p>Linguistic accommodations for instruction, and designated supports for assessment, will be determined by the LPAC committee.</p> <p>English Learner Digital Resources</p>

<p>Social Studies Instructional Materials</p>	<p>Kinder - 4th</p>	<p>MVISD Curriculum Studies Weekly/American Legacy</p>	<p>Seesaw/Google Classroom Activities Digital Campus Based Assessments Digital District Common Assessments</p>	<p>Yes</p>	<p>Differentiation and scaffolding supports are embedded within the curriculum.</p> <p>Accommodations and/or modifications will be provided to students based on their individualized education plan.</p> <p>Supports for Students with Disabilities</p>	<p>Studies Weekly/American Legacy has an online hub that features English and Spanish materials (including videos and resources).</p> <p>Linguistic accommodations for instruction, and designated supports for assessment, will be determined by the LPAC committee.</p> <p>English Learner Digital Resources</p>
<p>Social Studies Instructional Materials</p>	<p>5th - 8th</p>	<p>MVISD Curriculum US History 1565 to Modern Times/McGraw Hill 6 World Cultures & Geo/McGraw Hill 7 Texas History/McGraw Hill 8 US History to 1877/McGraw Hill</p>	<p>Google Classroom Activities Digital Campus Based Assessments Digital District Common Assessments</p>	<p>Yes</p>	<p>Differentiation and scaffolding supports are embedded within the curriculum.</p> <p>Accommodations and/or modifications will be provided to students based on their individualized education plan.</p> <p>Supports for Students with Disabilities</p>	<p>Adopted resources have online hubs that feature English and Spanish materials (including videos and resources).</p> <p>Linguistic accommodations for instruction, and designated supports for assessment, will be determined by the LPAC committee.</p> <p>English Learner Digital Resources</p>

<p>Social Studies Instructional Materials</p>	<p>9th - 12th</p>	<p>MVISD Curriculum</p> <p>The Americans: US History Since 1877 Texas Edition/HMH</p> <p>World Geography Texas Edition/HMH</p> <p>World History Texas Edition/HMH</p> <p>United States Government: Principles in Practice 2012/HMH</p> <p>Economics: Concepts and Choices/HMH</p>	<p>Google Classroom Activities</p> <p>Digital Campus Based Assessments</p> <p>Digital District Common Assessments</p>	<p>Yes</p>	<p>Differentiation and scaffolding supports are embedded within the curriculum.</p> <p>Accommodations and/or modifications will be provided to students based on their individualized education plan.</p> <p>Supports for Students with Disabilities</p>	<p>Adopted resources have online huss that feature English and Spanish materials (including videos and resources).</p> <p>Linguistic accommodations for instruction, and designated supports for assessment, will be determined by the LPAC committee.</p> <p>English Learner Digital Resources</p>
<p>Career & Technical Education Courses</p>	<p>7th-12th</p>	<p>MVISD Curriculum</p> <p>iCEV</p> <p>Texas CTE</p> <p>CTE Online</p> <p>CAD Learning</p> <p>GMetrix</p> <p>NCCER Curriculum</p>	<p>Google Classroom</p> <p>iCEV</p> <p>IBCs</p> <p>Teacher Observation (labs)</p>	<p>Yes</p>	<p>Differentiation and scaffolding supports are embedded within the curriculum.</p> <p>Accommodations and/or modifications will be provided to students based on their individualized education plan.</p> <p>Supports for Students with Disabilities</p>	<p>Linguistic accommodations for instruction, and designated supports for assessment, will be determined by the LPAC committee.</p> <p>Digital Tools to Support English Learners</p>

How will materials be designed or will be adapted for asynchronous instruction, ensuring coherence and retention on knowledge:

Instructional Materials will be available digitally through Classlink. Teachers will assign them as Seesaw/Google Classroom activities where appropriate so that students have a more interactive experience. The use of videos/screencasts/broadcasts will be part of our distance learning experience to ensure that students have detailed instructions on how to navigate the instructional materials and receive explicit instruction on new content.

Student Progress: Describe (or attach a description of) how you're tracking student engagement and progress in your asynchronous environment.

Component	Explanation
What is the expectation for daily student engagement?	Students are expected to log on daily to Seesaw or Google Classroom to reference activities and assignments for the day. Students are required to be engaged daily with work through the completion of set assignments listed in the morning; students who do not demonstrate engagement on a given day are marked absent. Daily student engagement expectations and progress must be clearly defined, measurable, and documented in the learning management system for students to self monitor. Students are given asynchronous assignments daily by the teacher, and completion time equates to the minutes assigned for specific grades. They are also encouraged to actively participate in the synchronous sessions, such as calendar time, table time, and small group sessions.

<p>What is the system for tracking daily student engagement?</p>	<p>Tracking engagement will, at a minimum, follow guidance from TEA ADA funding method 3 possible attendance markers:</p> <ol style="list-style-type: none"> 1. Daily Progress in Seesaw/Google Classroom 2. Daily Progress via student-teacher interaction 3. Completion / Turn-in of assignments <p>Grades PK/ECSE/ALE-12:</p> <ul style="list-style-type: none"> - By default, Students are marked "Present-Remote Asynchronous." - Engagement and progress monitoring is tracked per class/course throughout the instructional day via LMS. - Teachers monitor and check for student "engagement" each day. - Students that are not actively "engaged" and do not have documentation of completing the minimum targeted activities will be marked absent. - Students who fail to engage will be contacted within a 24 hour period by the district. <p>In addition to progress monitoring on a daily basis, as per MVISD Board Policy EIA Local, campuses will review student performance as to the effectiveness of the MVISD Asynchronous program and refer to MTSS/RTI protocols as appropriate.</p> <p>For students in PreK/ESCE/ALE – 12th grade who are absent due to COVID illness or quarantine:</p> <ol style="list-style-type: none"> 1. Teacher of record- mark students absent. 2. Once you are notified they are a COVID absence direct the student to asynchronous learning from Seesaw/Google Classroom. 3. Evaluate if the student completed enough work at home to indicate a Present - Asynchronous reporting. 4. If the student completed enough work at home, correct the student’s absence in Skyward to indicate Present - Asynchronous. 5. This action should be done by the attendance designee within 4 days. 6. If a student does not complete their work they will remain marked as absent.
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<p>How are the expectations for daily student engagement consistent with progress that would occur in an on-campus environment?</p>	<p>Apart from interventions and office hours, attendance will be tracked daily in the district’s LMS, Seesaw/Google Classroom, through the built-in Progress Markers, using the same process and protocol as is used during on-campus instruction. In addition, students who fall below a 90% attendance for the time that the course is offered may not receive credit for the course, regardless of level of “engagement”, consistent with on-campus expectations. These methods require engagement that is consistent to an on-campus learning environment because they mirror the ways in which students would interact with their teachers and classmates on-campus through duration, learning objectives achieved, activities completed, and coursework. Furthermore, these opportunities for engagement provide evidence that the student is making progress and engaging with their schoolwork daily. Teachers will use the TEKS Aligned Medina Valley ISD Curriculum Pacing Guides for both in class and remote online instruction students.</p>																																				
<p>What is the system for tracking student academic progress?</p>	<p>Student progress will be tracked daily in the LMS (Seesaw/Google Classroom) through daily assignments, activities, interaction with a teacher and other markers. The district is planning on implementing a standardized structure in tracking instructional minutes and engagement as outlined in the TEKS Aligned Medina Valley ISD Curriculum Pacing Guides and TEKS Resource System/Local Year At A Glance Documents.</p> <table border="1" data-bbox="426 586 1919 1268" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="3" style="text-align: center;">MV Universal Screeners</th> </tr> <tr> <th style="text-align: center;">Grade Level</th> <th style="text-align: center;">Reading - Istation Indicators of Progress (ISIP)</th> <th style="text-align: center;">Math - Istation Indicators of Progress (ISIP)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">PK</td> <td style="text-align: center;">GOLD</td> <td style="text-align: center;">GOLD</td> </tr> <tr> <td style="text-align: center;">K</td> <td style="text-align: center;">TPRI</td> <td style="text-align: center;">ISIP Early Math?</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">TPRI</td> <td style="text-align: center;">ISIP Early Math</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">TPRI - (ISIP Reading)</td> <td style="text-align: center;">ISIP Math</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">ISIP Reading</td> <td style="text-align: center;">ISIP Math</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">ISIP Reading</td> <td style="text-align: center;">ISIP Math</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">ISIP Reading</td> <td style="text-align: center;">ISIP Math</td> </tr> <tr> <td style="text-align: center;">6</td> <td style="text-align: center;">ISIP Reading</td> <td style="text-align: center;">ISIP Math</td> </tr> <tr> <td style="text-align: center;">7</td> <td style="text-align: center;">ISIP Reading</td> <td style="text-align: center;">ISIP Math</td> </tr> <tr> <td style="text-align: center;">8</td> <td style="text-align: center;">ISIP Reading</td> <td style="text-align: center;">ISIP Math</td> </tr> </tbody> </table> <ul style="list-style-type: none"> - Every 6 weeks, students will take digital district common assessments on core subjects (Grades 2-12). - District Common Assessments are based on TEKS recently taught and aligned across Medina Valley ISD - District Assessments are formatively used to drive future instruction and interventions - Per MVISD Board Policy EIA Local, progress reports will be sent every 3 weeks and report cards at the end of every 6 	MV Universal Screeners			Grade Level	Reading - Istation Indicators of Progress (ISIP)	Math - Istation Indicators of Progress (ISIP)	PK	GOLD	GOLD	K	TPRI	ISIP Early Math?	1	TPRI	ISIP Early Math	2	TPRI - (ISIP Reading)	ISIP Math	3	ISIP Reading	ISIP Math	4	ISIP Reading	ISIP Math	5	ISIP Reading	ISIP Math	6	ISIP Reading	ISIP Math	7	ISIP Reading	ISIP Math	8	ISIP Reading	ISIP Math
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3	ISIP Reading	ISIP Math																																			
4	ISIP Reading	ISIP Math																																			
5	ISIP Reading	ISIP Math																																			
6	ISIP Reading	ISIP Math																																			
7	ISIP Reading	ISIP Math																																			
8	ISIP Reading	ISIP Math																																			

	<p>week grading period.</p> <ul style="list-style-type: none"> - Every month, students will take an iStation Indicators of Progress (ISIP) assessment through Istation (K-8) - Gold Pre-K Assessment - At a minimum, weekly feedback is provided to students through direct interaction and/or on student assignments. - Students will have passing grades at the end of each grading period (failure to have passing grades <u>may</u> result in non-enrollment in virtual learning and enrollment in face-to-face learning at the student’s assigned school for the following grading period). <p>Parents have full access to student work, interactions with teachers, assignment submissions and feedback through weekly guardian summaries in the LMS (Seesaw/Google Classroom). The expectations for student engagement and progress monitoring will be shared with parents at the start of the school year via our Commitment Form, that clearly lists the expectation that parents should have and the level of support they will be required to provide students if they opt for a fully-remote school option for SY20-21.</p>
<p>What is the system for providing regular (at least weekly) feedback to all students on progress?</p>	<p>Teachers are expected to provide daily feedback for asynchronous work with a 24-hour turnaround time period. Daily feedback from teachers to students is conducted through a variety of methods, via LMS (Seesaw/Google Classroom), differentiated activities, or small group instruction and teacher tutorial time. The daily feedback mechanism allows students to have a clear understanding of their academic progress on a consistent and frequent basis.</p>

Implementation: Describe (or attach a description of) specific supports for educators and families to implement effective remote asynchronous instruction.

- I. Provide a sample Professional Learning Calendar (may vary by campus, grade level, content area, and teacher).
 Link to the live [Calendar](#).

Date	District / Campus	Description	Target Audience	Department, Presenter	Time	Location
8/5/20	District	GT Cluster Teacher Training HLC Room 114 DISTRICT	Identified Elementary GT Cluster Teachers	Curriculum Department	Full Day	Remote
8/10/2020	* District	District	New Teachers to MV	HR Department	8:00 - 8:30	Remote
8/10/2020	District	District	New Teachers to MV	Curriculum Department	8:30 - 4:00	Remote
8/11/2020	* Campus	Campus	New Teachers to MV	Campus Principals	7:30 - 12:30	Remote
8/11/2020	District	T-Tess New Teacher Training	New Teachers to MV	Curriculum Department	12:30 - 4:30	Remote
8/12/20	* Campus	Campus	New Teachers to MV	Campus Principals	7:30 - 10:00 / 2 - 4:00	Home Campus
8/12/2020	District	Beginning Teacher Training & Mentor Training	Zero Year Teachers Only	Region 20	10:00 - 12:00	Remote
8/12/2020	District	Effectively Managing the Classroom	Zero Year Teachers Only	Region 20	1:00 - 2:00	Remote
8/13/2020	District	MV Strong Start Kickoff Day 1	All Teachers & Support Staff PK (ECSE) - 12 (Not Clerical Staff)	Curriculum Department	Full Day	Remote
8/14/2020	District	MV Strong Start Day 2	All teachers, specialists, instructional assistants, office personnel	Curriculum Department	Full Day	Remote
8/17/2020	Campus	Convocation to be determined by Dr. Rohrbach (1 - 2 Hours) The remainder of the day is Campus Based.	All Staff	Central Office, Campus Principals	Full Day	Home Campus
8/17/2020	Campus	Title I -PIES (Self-pace training available due by Tuesday, September 15)	All Staff-Elementary	Federal Programs, Christine Orozco	60 minutes	Online(self-paced) due 9/8/20
8/17/2020	Campus	McKinney-Vento/Foster Training (Self-pace training available due by Tuesday, September 15)	All Staff	Federal Programs, Maria (Liz) Madrigales	60 minutes	Online(self-paced) due 9/8/20
8/18/2020	Campus	Campus	Campus Staff	Campus Principals	Full Day	Home Campus
8/19/2020	* Campus	Campus	Campus Staff	Campus Principals	Full Day	Home Campus
8/19/2020	Campus	New Adoption Digital Learning Series - HS (NEW) All Level Refresher (1 Hour) 8/19 or 8/20	High School ELAR	Curriculum Department		Home Campus
8/20/2020	Campus	Campus	Campus Staff	Campus Principals	Full Day	Home Campus
8/21/2020	Campus	Skyward RTI Components Teacher Training	Teachers who utilize Skyward RTI	Switzer	9:00-10:30	Remote
8/21/2020	District	ILUG (I Love You Guys - Standard Response Protocol/Required Drills)	All Staff	Safety/Security	60 minutes	Remote
8/21/2020	District	ILUG (I Love You Guys - Standard Response Protocol/Required Drills)	Castroville, LaCoste, Lucky, and Potranco Elementary, 1/2 HLC, 1/2 CO, 1/2 Transportation, 1/2 Facilities	Safety/Security	8:00 AM - 11:30 AM	Home Campus or Building
8/21/2020	District	ILUG (I Love You Guys - Standard Response Protocol/Required Drills)	Loma, MVMS, MVHS, Child Nutrition, 1/2 HLC, 1/2 CO, 1/2 Transportation, 1/2 Facilities	Safety/Security	1:00 PM - 4:30 PM	Home Campus or Building
8/21/2020	District	RAPTOR (Emergency Management System & Required Drills)	All Staff	Safety/Security	60 minutes	Remote
8/21/2020	District	Stop-the-Bleed (Presentation Only)	All Staff	Safety/Security	30 minutes	Home Campus or Building
8/24/2020	Campus	Campus	Campus Staff	Campus Principals	Full Day	Home Campus
10/12/2020	District	EXPO	TBD	TBD	TBD	TBD
1/4/2021	Campus	Campus	Campus Staff	Campus Principals	Full Day	Home Campus
1/22/2021	Campus	Campus	Campus Staff	Campus Principals	Full Day	Home Campus
2/15/2021	Campus	Campus	Campus Staff	Campus Principals	Full Day	Home Campus
6/4/2021	Campus	Campus	Campus Staff	Campus Principals	Full Day	Home Campus
		*Reading Academy K - 1 Teachers				

Curriculum Department PD- Remote					
8/28/20	On-Demand PD for Instructional Materials	K-12 All Subjects (live & evolving document)	Publishers & District Coordinators	60 Minutes After School or Associations PD	Remote (on demand as teachers need)
9/8/2020	ES ELAR Support (PIOD)	Elementary Teachers	ELAR and SS Coordinator	3:30-4:00	Enter millispiod as the Google Meet Nickname
9/9/2020	Online Common Assessment Aware Training	Administrators, Teachers 2-12	Assessment & ELAR Coordinator	4:00-5:00	Remote
9/10/2020	ES SS Support (PIOD)	Elementary Teachers	ELAR and SS Coordinator	3:30-4:00	Enter millispiod as the Google Meet Nickname
9/14/2020	Motivation on Demand (District)	All Staff	Crisp	4:30 - 5	
9/14/2020	Bilingual PIOD	Elementary Bilingual Teachers	Gonzales	3:30 - 4:00	remote
9/14/2020	Digital Learning PIOD (District)	Elementary Teachers	Instructional Technology Specialists	3:30 - 4	Enter parrapiod as the Google Meet Nickname
9/14/2020	Digital Learning PIOD (District)	Secondary Teachers	Instructional Technology Specialists	4:30 - 5	Enter parrapiod as the Google Meet Nickname
9/15/2020	Secondary Math Support (PIOD)	MS/HS Math Teachers	Math and Science Coordinator	4:30-5:00	Enter habypiod as the Google Meet Nickname
9/16/2020	PreK-2 PIOD (District)	PreK-2 Teachers	Gonzales - Switzer	3:30 - 4	Remote
9/17/2020	Secondary Science Support (PIOD)	Secondary Science Teachers	Math and Science Coordinator	4:30-5:00	Enter habypiod as the Google Meet Nickname
9/21/2020	Digital Learning PIOD (District)	Elementary Teachers	Instructional Technology Specialists	3:30 - 4	Enter parrapiod as the Google Meet Nickname
9/21/2020	Digital Learning PIOD (District)	Secondary Teachers	Instructional Technology Specialists	4:30 - 5	Enter parrapiod as the Google Meet Nickname
9/22/2020	Secondary ELAR Support (PIOD)	Secondary ELAR Teachers	ELAR and SS Coordinator	4:30-5:00	Enter millispiod as the Google Meet Nickname
9/23/2020	Lead4Ward	All Staff	IMA Coordinator	4:30 - 5	
9/24/2020	Secondary Social Studies Support (PIOD)	Secondary SS Teachers	ELAR and SS Coordinator	4:30-5:00	Enter millispiod as the Google Meet Nickname
9/28/2020	ESL PIOD	Secondary ESL Teachers	Gonzales	4:30 - 5	remote
9/29/2020	LASLinks	Bilingual/ESL Test Administrators	Bilingual/ESL Test Administrators	45 minutes	
9/30/2020	Headstart GOLD Assessment	Headstart teachers/ EL Specialist will monitor & share data	Headstart teachers/ EL Specialist will monitor & share data	45 minutes	remote

9/30/2020		CIT PLCs	Elementary CITS	Instructional Technology Specialists	3:45 - 4:30	
9/30/2020		On-Demand PD for Instructional Materials	K-12 All Subjects (live & evolving document)	Publishers & District Coordinators	60 Minutes After School or Asynchronous PD Time	Remote
10/28/2020		CIT PLCs	Elementary CITS	Instructional Technology Specialists	3:45 - 4:30	
10/2/2020		Overview of Accommodations for Testing Program (in coordination with Special Programs) (District)	CTC's & Administrators	IMA Coordinator	2 hours	
10/3/2020		Adoption Committee Meeting	PreKindergarten/Literacy Committee Members	Instructional Materials Coordinator/Literacy Coordinator/Instructional Technology Specialist	1 Hour	
10/4/2020		On-Demand PD for Instructional Materials	K-12 All Subjects (live & evolving document)	Publishers & District Coordinators	60 Minutes After School or Asynchronous PD Time	Remote
10/5/2020		Digital Learning PIOD (District)	Elementary Teachers	Instructional Technology Specialists	3:30 - 4	Enter parrapiod as the Google Meet Nickname
10/5/2020		Digital Learning PIOD (District)	Secondary Teachers	Instructional Technology Specialists	4:30 - 5	Enter parrapiod as the Google Meet Nickname
10/6/2020		Elementary Math Support (PIOD)	Elementary Math Teachers	Math and Science Coordinator	3:30-4:00	Enter habypiod as the Google Meet Nickname
10/7/2020		Panther Innovation on Demand	G/T Cluster Teachers	G/T Specialists	3:30-4:00	
10/8/2020		Elementary Science Support (PIOD)	Elementary Science Teachers	Math and Science Coordinator	3:30-4:00	Enter habypiod as the Google Meet Nickname
10/12/2020		District Professional Learning	District Focused Professional Learning Day	Directors & Specialists		
10/12/2020		Panther Innovation on Demand	G/T Cluster Teachers	G/T Specialists		
10/12/2020		Lead4Ward	All Staff	IMA Coordinator	3:30 - 4	
10/12/2020		Fall Assessment Training	Overview of Accommodations for Testing Program (in coordination with Special Programs)	Assessment	3 hours	HLC
10/13/2020		ES ELAR Support (PIOD)	Elementary Teachers	ELAR and SS Coordinator	3:30-4:00	Enter millispiod as the Google Meet Nickname
10/14/2020		PreK-2 PIOD (District)	PreK-2 Teachers	Gonzales - Switzer	3:30 - 4	Remote
10/15/2020		Headstart GOLD Assessment	Headstart teachers receive directions/training on the inputting of student data, deadline is the end of October	Bilingual/ESL Specialist, Academic Coordinators	1 hour	
10/15/2020		ES SS Support (PIOD)	Elementary Teachers	ELAR and SS Coordinator	3:30-4:00	Enter millispiod as the Google Meet Nickname
10/19/2020		Motivation on Demand (District)	All Staff	Crisp		
10/19/2020		Digital Learning PIOD (District)	Elementary Teachers	Instructional Technology Specialists	3:30 - 4	Enter parrapiod as the Google Meet Nickname
10/19/2020		Digital Learning PIOD (District)	Secondary Teachers	Instructional Technology Specialists	4:30 - 5	Enter parrapiod as the Google Meet Nickname
10/20/2020		Secondary Math Support (PIOD)	MS/HS Math Teachers	Math and Science Coordinator	4:30-5:00	Enter habypiod as the Google Meet Nickname
10/21/2020		Panther Innovation on Demand	G/T Cluster Teachers	G/T Specialists	3:30-4:00	
10/21/2020		Lead4Ward	All Staff	IMA Coordinator	4:30 -5	

10/22/2020	Secondary Science Support (PIOD)	MS/HS Science Teachers	Math and Science Coordinator	4:30-5:00	Enter naoypiod as the Google Meet Nickname
10/26/2020	ESL PIOD	Secondary ESL Teachers	Gonzales	4:30 - 5	remote
10/26/2020	Digital Learning PIOD (District)	Elementary Teachers	Instructional Technology Specialists	3:30 - 4	Enter parrapiod as the Google Meet Nickname
10/26/2020	Digital Learning PIOD (District)	Secondary Teachers	Instructional Technology Specialists	4:30 - 5	Enter parrapiod as the Google Meet Nickname
10/27/2020	Secondary ELAR Support (PIOD)	Secondary ELAR Teachers	ELAR and SS Coordinator	4:30-5:00	Enter millispiod as the Google Meet Nickname
10/28/2020	PreK-2 PIOD (District)	PreK-2 Teachers	Gonzales - Switzer	3:30 - 4	Remote
10/28/2020	Panther Innovation on Demand	G/T Cluster Teachers	G/T Specialists	3:30-4:00	
10/29/2020	Secondary Social Studies Support (PIOD)	Secondary SS Teachers	ELAR and SS Coordinator	4:30-5:00	Enter millispiod as the Google Meet Nickname
11/1/2020	On-Demand PD for Instructional Materials	K-12 All Subjects (live & evolving document)	Publishers & District Coordinators	60 Minutes After School or Asynchronous PD Time	Remote
11/2/2020	Motivation on Demand (District)	All Staff	Crisp	4:30 - 5	
11/2/2020	Digital Learning PIOD (District)	Elementary Teachers	Instructional Technology Specialists	3:30 - 4	Enter parrapiod as the Google Meet Nickname
11/2/2020	Digital Learning PIOD (District)	Secondary Teachers	Instructional Technology Specialists	4:30 - 5	Enter parrapiod as the Google Meet Nickname
11/3/2020	Elementary Math Support (PIOD)	Elementary Math Teachers	Math and Science Coordinator	3:30-4:00	Enter habypiod as the Google Meet Nickname

11/4/2020	Panther Innovation on Demand	G/T Cluster Teachers	G/T Specialists	3:30-4:00	
11/4/2020	Lead4Ward	All Staff	IMA Coordinator	3:30 - 4:00	
11/5/2020	Elementary Science Support (PIOD)	Elementary Science Teachers	Math and Science Coordinator	3:30-4:00	Enter habypiod as the Google Meet Nickname
11/9/2020	Bilingual PIOD	Elementary Bilingual Teachers	Gonzales	3:30 - 4:00	remote
11/9/2020	Digital Learning PIOD (District)	Elementary Teachers	Instructional Technology Specialists	3:30 - 4	Enter parrapiod as the Google Meet Nickname
11/9/2020	Digital Learning PIOD (District)	Secondary Teachers	Instructional Technology Specialists	4:30 - 5	Enter parrapiod as the Google Meet Nickname
11/10/2020	ES ELAR Support (PIOD)	Elementary Teachers	ELAR and SS Coordinator	3:30-4:00	Enter millispiod as the Google Meet Nickname
11/11/2020	PreK-2 PIOD (District)	PreK-2 Teachers	Gonzales - Switzer	3:30 - 4	Remote
11/12/2020	ES SS Support (PIOD)	Elementary Teachers	ELAR and SS Coordinator	3:30-4:00	Enter millispiod as the Google Meet Nickname
11/16/2020	Motivation on Demand (District)	All Staff	Crisp	4:30 - 5	
11/16/2020	Digital Learning PIOD (District)	Elementary Teachers	Instructional Technology Specialists	3:30 - 4	Enter parrapiod as the Google Meet Nickname
11/16/2020	Digital Learning PIOD (District)	Secondary Teachers	Instructional Technology Specialists	4:30 - 5	Enter parrapiod as the Google Meet Nickname
11/17/2020	Secondary Math Support (PIOD)	MS/HS Math Teachers	Math and Science Coordinator	4:30-5:00	Enter habypiod as the Google Meet Nickname
11/17/2020	X-Logs WorkSessions	Special Education Teachers and aides	Special Programs, MSB	8:00 - 4:00 **office hours	remote
11/19/2020	Secondary Science Support (PIOD)	MS/HS Science Teachers	Math and Science Coordinator	4:30-5:00	Enter habypiod as the Google Meet Nickname
11/30/2020	ESL PIOD	Secondary ESL Teachers	Gonzales	4:30 - 5	remote
12/1/2020	Elementary Math Support (PIOD)	Elementary Math Teachers	Math and Science Coordinator	3:30-4:00	Enter habypiod as the Google Meet Nickname
12/1/2020	On-Demand PD for Instructional Materials	K-12 All Subjects (live & evolving document)	Publishers & District Coordinators	60 Minutes After School or Asynchronous PD Time	Remote
12/2/2020	Panther Innovation on Demand	G/T Cluster Teachers	G/T Specialists	3:30-4:00	
12/3/2020	Elementary Science Support (PIOD)	Elementary Science Teachers	Math and Science Coordinator	3:30-4:00	Enter habypiod as the Google Meet Nickname
12/7/2020	Motivation on Demand (District)	All Staff	Crisp	4:30 - 5	
12/7/2020	Digital Learning PIOD (District)	Elementary Teachers	Instructional Technology Specialists	3:30 - 4	Enter parrapiod as the Google Meet Nickname
12/7/2020	Digital Learning PIOD (District)	Secondary Teachers	Instructional Technology Specialists	4:30 - 5	Enter parrapiod as the Google Meet Nickname
12/8/2020	ES ELAR Support (PIOD)	Elementary Teachers	ELAR and SS Coordinator	3:30-4:00	Enter millispiod as the Google Meet Nickname
12/9/2020	PreK-2 PIOD (District)	PreK-2 Teachers	Gonzales - Switzer	3:30 - 4	Remote
12/9/2020	Panther Innovation on Demand	G/T Cluster Teachers	G/T Specialists	3:30-4:00	
12/9/2020	Lead4Ward	All Staff	IMA Coordinator	4:30 - 5	

1/12/2021	ES ELAR Support (PIOD)	Elementary Teachers	ELAR and SS Coordinator	3:30-4:00	Enter millispiod as the Google Meet Nickname
1/13/2021	PreK-2 PIOD (District)	PreK-2 Teachers	Gonzales - Switzer	3:30 - 4	Remote
1/13/2021	Panther Inovation on Demand	G/T Cluster Teachers	G/T Specialists	3:30-4:00	
1/14/2021	STAAR Alternate	CTC's & Administrators	Assessment	8:00 - 10:00	HLC
1/14/2021	STAAR Required Training	CTC's & Administrators	Assessment	8:00-12:00	HLC
1/14/2021	ES SS Support (PIOD)	Elementary Teachers	ELAR and SS Coordinator	3:30-4:00	Enter millispiod as the Google Meet Nickname
1/15/2021	TELPAS Required Training	CTC's & Administrators	Assessment	8:00-12:00	HLC
1/18/2021	Motivation on Demand (District)	All Staff	Crisp	4:30 - 5	
1/18/2021	Digital Learning PIOD (District)	Elementary Teachers	Instructional Technology Specialists	3:30 - 4	Enter parrapiod as the Google Meet Nickname
1/18/2021	Digital Learning PIOD (District)	Secondary Teachers	Instructional Technology Specialists	4:30 - 5	Enter parrapiod as the Google Meet Nickname
1/19/2021	Secondary Math Support (PIOD)	MS/HS Math Teachers	Math and Science Coordinator	4:30-5:00	Enter habypiod as the Google Meet Nickname
1/20/2021	Panther Inovation on Demand	G/T Cluster Teachers	G/T Specialists	3:30-4:00	
1/20/2021	Lead4Ward	All Staff	IMA Coordinator	4:30 - 5	
1/21/2021	Secondary Science Support (PIOD)	MS/HS Science Teachers	Math and Science Coordinator	4:30-5:00	Enter habypiod as the Google Meet Nickname
1/25/2021	ESL PIOD	Secondary ESL Teachers	Gonzales	4:30 - 5	remote
1/25/2021	Digital Learning PIOD (District)	Elementary Teachers	Instructional Technology Specialists	3:30 - 4	Enter parrapiod as the Google Meet Nickname
1/25/2021	Digital Learning PIOD (District)	Secondary Teachers	Instructional Technology Specialists	4:30 - 5	Enter parrapiod as the Google Meet Nickname
1/26/2021	Secondary ELAR Support (PIOD)	Secondary ELAR Teachers	ELAR and SS Coordinator	4:30-5:00	Enter millispiod as the Google Meet Nickname
1/27/2021	PreK-2 PIOD (District)	PreK-2 Teachers	Gonzales - Switzer	3:30 - 4	Remote
1/27/2021	Panther Inovation on Demand	G/T Cluster Teachers	G/T Specialists	3:30-4:00	
1/28/2021	Secondary Social Studies Support (PIOD)	Secondary SS Teachers	ELAR and SS Coordinator	4:30-5:00	Enter millispiod as the Google Meet Nickname
2/1/2021	Digital Learning PIOD (District)	Elementary Teachers	Instructional Technology Specialists	3:30 - 4	Enter parrapiod as the Google Meet Nickname
2/1/2021	Digital Learning PIOD (District)	Secondary Teachers	Instructional Technology Specialists	4:30 - 5	Enter parrapiod as the Google Meet Nickname
2/1/2021	Motivation on Demand (District)	All Staff	Crisp	4:30 - 5	
2/1/2021	Adoption Committee Meeting	PreKindergarten/Literacy Committee Members	Instructional Materials Coordinator/Literacy Coordinator/Instructional Technology Specialist	1 hour	
2/1/2021	On-Demand PD for Instructional Materials	K-12 All Subjects (live & evolving document)	Publishers & District Coordinators	60 Minutes After School or Asynchronous PD Time	Remote
2/2/2021	Elementary Math Support (PIOD)	Elementary Math Teachers	Math and Science Coordinator	3:30-4:00	Enter habypiod as the Google Meet Nickname
2/3/2021	Panther Inovation on Demand	G/T Cluster Teachers	G/T Specialists	3:30-4:00	
2/3/2021	Lead4Ward	All Staff	IMA Coordinator	3:30 - 4:00	

2/4/2021	Elementary Science Support (PIOD)	Elementary Science Teachers	Math and Science Coordinator	3:30-4:00	Enter habypiod as the Google Meet Nickname
2/8/2021	Bilingual PIOD	Elementary Bilingual Teachers	Gonzales	3:30 - 4:00	remote
2/8/2021	Digital Learning PIOD (District)	Elementary Teachers	Instructional Technology Specialists	3:30 - 4	Enter parrapiod as the Google Meet Nickname
2/8/2021	Digital Learning PIOD (District)	Elementary Teachers	Instructional Technology Specialists	3:30 - 4	Enter parrapiod as the Google Meet Nickname
2/8/2021	Digital Learning PIOD (District)	Secondary Teachers	Instructional Technology Specialists	4:30 - 5	Enter parrapiod as the Google Meet Nickname
2/9/2021	ES ELAR Support (PIOD)	Elementary Teachers	ELAR and SS Coordinator	3:30-4:00	Enter millispiod as the Google Meet Nickname
2/10/2021	PreK-2 PIOD (District)	PreK-2 Teachers	Gonzales - Switzer	3:30 - 4	Remote
2/10/2021	Panther Innovation on Demand	G/T Cluster Teachers	G/T Specialists	3:30-4:00	
2/11/2021	ES SS Support (PIOD)	Elementary Teachers	ELAR and SS Coordinator	3:30-4:00	Enter millispiod as the Google Meet Nickname
2/16/2021	Secondary Math Support (PIOD)	MS/HS Math Teachers	Math and Science Coordinator	4:30-5:00	Enter habypiod as the Google Meet Nickname
2/17/2021	Panther Innovation on Demand	G/T Cluster Teachers	G/T Specialists	3:30-4:00	
2/17/2021	Lead4Ward	All Staff	IMA Coordinator	4:30 - 5	
2/18/2021	Secondary Science Support (PIOD)	MS/HS Science Teachers	Math and Science Coordinator	4:30-5:00	Enter habypiod as the Google Meet Nickname
2/22/2021	ESL PIOD	Secondary ESL Teachers	Gonzales	4:30 - 5	remote

2/22/2021	Digital Learning PIOD (District)	Elementary Teachers	Instructional Technology Specialists	3:30 - 4	Enter parrapiod as the Google Meet Nickname
2/22/2021	Digital Learning PIOD (District)	Secondary Teachers	Instructional Technology Specialists	4:30 - 5	Enter parrapiod as the Google Meet Nickname
2/23/2021	Secondary ELAR Support (PIOD)	Secondary ELAR Teachers	ELAR and SS Coordinator	4:30-5:00	Enter millispod as the Google Meet Nickname
2/24/2021	PreK-2 PIOD (District)	PreK-2 Teachers	Gonzales - Switzer	3:30 - 4	Remote
2/24/2021	Panther Innovation on Demand	G/T Cluster Teachers	G/T Specialists	3:30-4:00	
2/25/2021	Secondary Social Studies Support (PIOD)	Secondary SS Teachers	ELAR and SS Coordinator	4:30-5:00	Enter millispod as the Google Meet Nickname
3/1/2021	On-Demand PD for Instructional Materials	K-12 All Subjects (live & evolving document)	Publishers & District Coordinators	60 Minutes After School or Asynchronous PD Time	Remote
3/1/2021	Motivation on Demand (District)	All Staff	Crisp	4:30 - 5	
3/1/2021	Digital Learning PIOD (District)	Elementary Teachers	Instructional Technology Specialists	3:30 - 4	Enter parrapiod as the Google Meet Nickname
3/1/2021	Digital Learning PIOD (District)	Secondary Teachers	Instructional Technology Specialists	4:30 - 5	Enter parrapiod as the Google Meet Nickname
3/2/2021	Elementary Math Support (PIOD)	Elementary Math Teachers	Math and Science Coordinator	3:30-4:00	Enter habypiod as the Google Meet Nickname
3/3/2021	Panther Innovation on Demand	G/T Cluster Teachers	G/T Specialists	3:30-4:00	
3/3/2021	Lead4Ward	All Staff	IMA Coordinator	3:30 - 4:00	
3/4/2021	Elementary Science Support (PIOD)	Elementary Science Teachers	Math and Science Coordinator	3:30-4:00	Enter habypiod as the Google Meet Nickname
3/15/2021	Motivation on Demand (District)	All Staff	Crisp	4:30 - 5	
3/15/2021	Bilingual PIOD	Elementary Bilingual Teachers	Gonzales	3:30 - 4:00	remote
3/15/2021	Digital Learning PIOD (District)	Elementary Teachers	Instructional Technology Specialists	3:30 - 4	Enter parrapiod as the Google Meet Nickname
3/15/2021	Digital Learning PIOD (District)	Secondary Teachers	Instructional Technology Specialists	4:30 - 5	Enter parrapiod as the Google Meet Nickname
3/16/2021	Secondary Math Support (PIOD)	MS/HS Math Teachers	Math and Science Coordinator	4:30-5:00	Enter habypiod as the Google Meet Nickname
3/17/2021	Panther Innovation on Demand	G/T Cluster Teachers	G/T Specialists	3:30-4:00	
3/17/2021	Lead4Ward	All Staff	IMA Coordinator	4:30- 5:00	
3/18/2021	Secondary Science Support (PIOD)	MS/HS Science Teachers	Math and Science Coordinator	4:30-5:00	Enter habypiod as the Google Meet Nickname
3/23/2021	Secondary ELAR Support (PIOD)	Secondary ELAR Teachers	ELAR and SS Coordinator	4:30-5:00	Enter millispod as the Google Meet Nickname
3/24/2021	PreK-2 PIOD (District)	PreK-2 Teachers	Gonzales - Switzer	3:30 - 4	Remote
3/24/2021	Panther Innovation on Demand	G/T Cluster Teachers	G/T Specialists	3:30-4:00	
3/25/2021	Secondary Social Studies Support (PIOD)	Secondary SS Teachers	ELAR and SS Coordinator	4:30-5:00	Enter millispod as the Google Meet Nickname
3/29/2021	ESL PIOD	Secondary ESL Teachers	Gonzales	4:30 - 5	remote
3/31/2021	Panther Innovation on Demand	G/T Cluster Teachers	G/T Specialists	3:30-4:00	185
4/1/2021	On-Demand PD for Instructional Materials	K-12 All Subjects (live & evolving document)	Publishers & District Coordinators	60 Minutes After School or Asynchronous PD Time	Remote

4/5/2021	District	Motivation on Demand (District)	All Staff	Crisp	4:30 - 5	
4/5/2021	District	Digital Learning PIOD (District)	Elementary Teachers	Instructional Technology Specialists	3:30 - 4	Enter parrapiod as the Google Meet Nickname
4/5/2021	District	Digital Learning PIOD (District)	Secondary Teachers	Instructional Technology Specialists	4:30 - 5	Enter parrapiod as the Google Meet Nickname
4/6/2021	District	Elementary Math Support (PIOD)	Elementary Math Teachers	Math and Science Coordinator	3:30-4:00	Enter habypiod as the Google Meet Nickname
4/7/2021	District	Lead4Ward	All Staff	IMA Coordinator	3:30 - 4:00	
4/8/2021	District	Elementary Science Support (PIOD)	Elementary Science Teachers	Math and Science Coordinator	3:30-4:00	Enter habypiod as the Google Meet Nickname
4/12/2021	District	Bilingual PIOD	Elementary Bilingual Teachers	Gonzales	3:30 - 4:00	remote
4/13/2021	District	ES ELAR Support (PIOD)	Elementary Teachers	ELAR and SS Coordinator	3:30-4:00	Enter millispiod as the Google Meet Nickname
4/14/2021	District	PreK-2 PIOD (District)	PreK-2 Teachers	Gonzales - Switzer	3:30 - 4	Remote
4/14/2021	District	Panther Innovation on Demand	G/T Cluster Teachers	G/T Specialists	3:30-4:00	
4/15/2021	District	ES SS Support (PIOD)	Elementary Teachers	ELAR and SS Coordinator	3:30-4:00	Enter millispiod as the Google Meet Nickname
4/20/2021	District	Secondary Math Support (PIOD)	MS/HS Math Teachers	Math and Science Coordinator	4:30-5:00	Enter habypiod as the Google Meet Nickname
4/21/2021	District	Panther Innovation on Demand	G/T Cluster Teachers	G/T Specialists	4:30 - 5	
4/21/2021	District	Lead4Ward	All Staff	IMA Coordinator	3:30 - 4:00	
4/22/2021	District	Secondary Science Support (PIOD)	MS/HS Science Teachers	Math and Science Coordinator	4:30-5:00	Enter habypiod as the Google Meet Nickname

II. Describe your professional development for educators to support asynchronous instruction:

Component	Explanation
<p>How will both initial and ongoing, job-embedded educator development opportunities occur?</p>	<p>The PD calendar above outlines the primary methods of delivery for initial and ongoing professional development along with the skills and tools professionals are expected to become proficient in:</p> <ul style="list-style-type: none"> ● Seesaw/Google Classroom: Continuing educators will have their professional development during two days in August and bi-monthly webinars. ● Google Meet & Google Classroom: Educators new to Medina Valley ISD will initially have their training hosted through an accessible Google Meet & Google Classroom. ● Nearpod: A student engagement platform educators can leverage to create interactive lessons ● Flocabulary: A student engagement platform educators can leverage to provide interactive lessons. ● Screencastify: A screen recording and video platform educators will use to provide instruction and reteach activities. ● Trainer the trainer model: Educators proficient in the relevant asynchronous course delivery platforms can help train educators who need help with learning about the technology <p>Timeline for other ongoing training and support (leadership teams will attend these meetings and are responsible for replicating this virtual training with their respective campuses during District Staff Development days) found on the table above.</p> <p>Instructional Specialists are assigned to every campus to provide the following ongoing educator development and support:</p> <ul style="list-style-type: none"> ● Provide on-going personalized professional development and instructional coaching through real-time feedback ● Model core content lessons with guidance on content specific instructional strategies and resources ● Develop content knowledge through the facilitation of collaborative planning and monitoring the alignment of instruction, assessment, and student outcomes to district and state requirements ● Assist teachers in disaggregating, analyzing, and disseminating progress monitoring data to drive decisions on instructional placement and responsive action to address students’ academic needs ● Assist teachers in developing on-time responsive interventions for students with academic needs <p>Instructional Technology Specialist and Campus Instructional Technology Teachers are assigned to campuses to serve as technology and virtual learning coaches. The Digital Learning Specialists partner with Instructional Specialists to support teachers in the development of purposeful integration of technology and the delivery of high-quality instruction in a virtual environment.</p> <p>District Curriculum Coordinators/Specialists are assigned to clusters of campuses to provide the following ongoing educator development and support:</p>

	<ul style="list-style-type: none"> ● Guide teachers in the implementation of the district’s adopted language arts curriculum and literacy framework ● Model & create high-quality literacy lessons aligned to the district instructional expectations and curriculum ● Develop content knowledge through the facilitation of collaborative planning and monitoring the alignment of instruction, assessment, and student outcomes ● Implement a coaching model by observing teachers and providing real-time feedback ● Collaborate with the campus Instructional Specialist provide targeted professional development to teachers <p>Campus administrators will continue to coach educators throughout the school year and provide feedback on practices and on the job training, with consistent and frequent real-time feedback.</p>
<p>How will professional development experiences develop educator content knowledge to support internalizing the asynchronous curriculum and analyzing and responding to data?</p>	<p>Through the initial digital onboarding process and ongoing topical discussions throughout the fall semester on how to effectively leverage Seesaw/Google Classroom, educators will learn how to deliver course content and respond to the data provided by the LMS feedback system. Educators will use LMS progress markers and reports to understand student engagement with their course offerings and how to adapt materials, activities and pacing to the needs of the individual students with whom they work. The opportunity to replicate the virtual training modules outlined above with their respective campuses during District Staff Development will also help to instill best practices for asynchronous course delivery. Leading data analysis team meetings to monitor student growth and progress. (Each 6 Weeks Grading Period).</p>

I. Describe your communication and support plan for families engaging with asynchronous learning: Medina Valley ISD has a plan for explicit communication and support of families to support asynchronous work at home.

<p>Component</p>	
<p>How will you communicate the expectations for asynchronous instruction to families?</p>	<p>Communication with parents will be facilitated through platforms such as the Medina Valley ISD website, social media, Blackboard, Skyward, and Seesaw/Google Classroom parent portals as outlined below:</p> <ul style="list-style-type: none"> ● Website and social media: Medina Valley ISD will be using these platforms to provide quick and easily accessible announcements pertaining to all students in the district.. ● Blackboard: Medina Valley ISD will use this platform to post announcements for students’ families ● Skyward: District staff will use the Skyward platform to monitor and respond to parent questions in a timely manner. ● Seesaw/Google Classroom parent portal: Parents/guardians/custodians will have access to a parent portal through Seesaw/Google Classroom, which will enable them to oversee their own student’s progress on academic assignments, engagement with lessons, and their interactions with teachers. This portal also serves as a two-way communication channel between parents and teachers. <p>MVISD Strong Start MVISD Offsite Learning Resources MVISD Guidance and Counseling (Socio-Emotional Support)</p>

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<p>What are the expectations for family engagement/support of students?</p>	<p>Timeline for parent/guardian/custodian engagement this summer:</p> <p>6/24/2020</p> <ul style="list-style-type: none"> o Parents responsible for completing the concerns and preferences survey. <p>7/9/2020 - 8/11/2020</p> <ul style="list-style-type: none"> o Parents responsible for completing the new school year forms, including selecting the delivery of instruction setting. <p>7/13/2020</p> <ul style="list-style-type: none"> o Community Strong Start Website released o MVISD Offsite Learning Resources released o Community preview of the two types of learning environments (remote and in-person). o Parent digital onboarding launched through Blackboard and Google Site. o Parents will be introduced to the Google Site platform and specifically the tools available to them as a parent such as the parent portal o Parents will also be taught how to leverage several available Medina Valley ISD devices and tools <p>7/23/2020 through 8/14/2020</p> <ul style="list-style-type: none"> o Student Services team will work with campus teams to ensure students are scheduled in the appropriate setting, “Learning on Campus” or “Learning at Home” <p>8/12/2020</p> <ul style="list-style-type: none"> o Families who have not selected a learning setting will be automatically be served via asynchronous instruction pending family updates o Asynchronous Commitment Form will outline the commitments, expectations, and requirements for parents supporting their student’s remote asynchronous learning o Parents will continue to receive additional reminders via Blackboard (text, call, and e o Campus teams contact parents who have not completed commitment form and assist parents with completion if needed <p>Beginning 9/11/2020</p> <ul style="list-style-type: none"> o Student performance data will be collected and shared with parents every 3 weeks to help parents make an informed decision about the instructional setting during the coming six weeks grading period o Parents will determine if there will be a change in instructional setting during week 4 of each six weeks grading period <p>Parents/guardians/families will be provided the following resources to support their students pursuing the “Remote Online Instruction” track:</p> <ul style="list-style-type: none"> - Parent on-boarding such as instructional videos and support through platforms outlined above - Seesaw/Google Classroom/Skyward Family Access parent portal and other tools to monitor student progress: <ul style="list-style-type: none"> o Signing up through Seesaw/Google Classroom’s parent portal to receive weekly or daily progress reports on student’s engagement with learning materials and face-to-face interactions with teachers - Parent learning website that has easy access to support systems
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<p>What additional supports, training, and/or resources will be provided for families who may need additional support?</p>	<p>As outlined above, district staff will continuously monitor SkyWard & Blackboard to respond to parent questions in a timely manner. Announcements and resources for parents will be posted on Blackboard and relevant district-wide progress and news will be released through social media and the Medina Valley ISD website. The Aldine Family and Community Engagement Department will partner with campus leaders to provide the following support and resources to our families:</p> <ul style="list-style-type: none"> ● Distributing additional resources and support to each campus i.e., school supplies for students ● Identifying health and human services support for families in need ● Increasing school staff capacity to effectively connect, engage, and partner with families ● Creating opportunities for parent leaders to engage directly with the Superintendent to inform and validate district strategies ● Developing more systems and opportunities for parents to be active partners at the campus <p>level Parent Engagement will be provided through the District Website at www.mvisd.com for ongoing support.</p> <p>Additionally, there will be dedicated time within the teacher's daily office hours to support the needs of individual parents.</p>
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Instructional Schedule: Describe (or attach a description of) the structure of your asynchronous schedule highlighting any differences by grade level and/or content area.

Points Category	0 Points	1 Point	2 Points
<p>1.1 Instructional schedule outlines expected time for students to interact with academic content.</p>	<ul style="list-style-type: none"> Expectation for daily interaction with academic content is not clear, Or times for daily interactions are not defined 	<ul style="list-style-type: none"> Expectations for daily interaction with academic content is clear And times are defined for student interaction with academic content But it is not clear how all student groups and grade levels will have the opportunity to engage in approx. a full day of academic content everyday 	<ul style="list-style-type: none"> Expectation for daily interaction with academic content is clear And times are defined for student interaction with academic content And it is clear that all student groups and grade levels will have the opportunity to engage in approx. a full day of academic content everyday
<p>1.2 Instructional schedule outlines expected time for students to interact with teacher(s) and receive instructional support</p>	<ul style="list-style-type: none"> Instructional schedule does not include expectations and pre-planned times for teacher/student interactions and support 	<ul style="list-style-type: none"> Expectations and pre-planned times for teacher/student interactions are clear in instructional schedule But expectations and pre-planned times for teacher/student interactions is inadequate (e.g. less than 30 minutes per day) or does not consider differentiation (e.g. is not differentiated for students with additional learning needs) 	<ul style="list-style-type: none"> Expectations and pre-planned times for teacher/student interactions are clear in instructional schedule And expectations and pre-planned times for teacher/student interactions are adequate for all students And expectations and pre-planned times for teacher/student interactions are differentiated for students with additional learning needs

Material Design: Describe (or attach a description of) how your instructional materials support your asynchronous environment, including how all students can access instructional materials

Points Category	0 Points	1 Point	2 Points
<p>2.1 District has adopted a full, TEKS-aligned curriculum that can be executed in an asynchronous remote learning environment.</p>	<ul style="list-style-type: none"> • TEKS-aligned instructional materials and assessments are not named • Or it is unclear how instructional materials and assessment have been designed/adapted for asynchronous instruction 	<ul style="list-style-type: none"> • TEKS-aligned instructional materials and assessments are named • And there is clear research/evidence-base for how instructional materials and assessment have been designed/adapted for asynchronous instruction • But there is not a clear research/evidence-base for how instructional materials will ensure a coherent, logical sequence of learning and consistently provide opportunities to reinforce concepts to improve retention of knowledge as students move between learning environments 	<ul style="list-style-type: none"> • TEKS-aligned instructional materials and assessments are named • And there is clear research/evidence-base for how instructional materials and assessment have been designed/adapted for asynchronous instruction • And there is clear research/evidence-base for how instructional materials will ensure a coherent, logical sequence of learning and consistently provide opportunities to reinforce concepts to improve retention of knowledge as students move between learning environments
<p>2.2 Instructional materials include specifically designed resources to support students with disabilities and English Learners in an asynchronous environment</p>	<ul style="list-style-type: none"> • It is unclear how instructional materials have been designed to support students with disabilities and ELs 	<ul style="list-style-type: none"> • Instructional materials include resources designed to support students with disabilities and ELs • But it is unclear that there is a plan for all students with disabilities and ELs to receive the needed support through the use of the instructional materials 	<ul style="list-style-type: none"> • Instructional materials include resources designed to support students with disabilities and ELs • And it is clear that there is a plan for all students with disabilities and ELs to receive the needed support through the use of the instructional materials

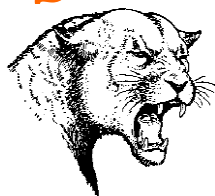
Student Progress: Describe (or attach a description of) how you're tracking student engagement and progress in your asynchronous environment.

Points Category	0 Points	1 Point	2 Points
<p>3.1 Daily student engagement is defined, trackable, and includes expectations for daily student engagement that is consistent with progress that would occur in an on-campus environment</p>	<ul style="list-style-type: none"> • Expectations for daily student engagement is not defined • Or there is not a clear system for tracking daily student engagement 	<ul style="list-style-type: none"> • Expectations for daily student engagement is defined • And there is a system for tracking daily student engagement • But expectations for daily student engagement are lower than what would occur in an on-campus environment (e.g. only requirement is for students to log in without anything else) 	<ul style="list-style-type: none"> • Expectations for daily student engagement is defined • And there is a system for tracking daily student engagement • And expectations for daily student engagement are consistent with progress that would occur in an on-campus environment
<p>3.2 There is a system for tracking student academic progress to inform instruction and providing regular feedback to students on their progress</p>	<ul style="list-style-type: none"> • There is not a clear system for tracking student academic progress • Or there is not a clear system for providing regular feedback to students on progress 	<ul style="list-style-type: none"> • There is a clear system for tracking student academic progress • And there is a clear system for providing feedback to students on progress • But it is not clear that all students will receive regular (at least weekly) feedback on progress 	<ul style="list-style-type: none"> • There is a clear system for tracking student academic progress • And there is a clear system for providing regular (at least weekly) feedback to all students on progress

Implementation: Describe (or attach a description of) specific supports for educators and families to implement effective remote asynchronous instruction.

Points Category	0 Points	1 Point	2 Points
<p>4.1 Professional development for educators is planned and specific to supporting asynchronous instruction</p>	<ul style="list-style-type: none"> • There is no pre-planned calendar for educators with specific supports for implementing asynchronous instruction • Or the professional development calendar does not include both initial and ongoing, job-embedded development opportunities 	<ul style="list-style-type: none"> • There is a pre-planned calendar for educators with specific supports for implementing asynchronous instruction • And the professional development calendar includes both initial and ongoing, job-embedded development opportunities • But it is not clear how the professional learning will develop content knowledge to help educators internalize the asynchronous curriculum and analyze and respond to data with the use of the instructional materials 	<ul style="list-style-type: none"> • There is a pre-planned calendar for educators with specific supports for implementing asynchronous instruction • And the professional development calendar includes both initial and ongoing, job-embedded development opportunities • And it is clear how the professional learning will develop content knowledge to help educators internalize the asynchronous curriculum and analyze and respond to data with the use of the instructional materials
<p>4.2 There is explicit communication and support for families in order to support asynchronous work at home</p>	<ul style="list-style-type: none"> • There is not a plan for explicit communication of expectations and support for families specific to asynchronous instruction • Or the plan does not have reasonable expectations for families (e.g. expects families to be primary deliverer of instruction) 	<ul style="list-style-type: none"> • There is a plan for explicit communication for families specific to expectations for asynchronous instruction • And the plan has reasonable expectations for family engagement/support of students • But the plan does not include additional supports, training, and/or resources for families who may need additional support 	<ul style="list-style-type: none"> • There is a plan for explicit communication for families specific to expectations for asynchronous instruction • And the plan has reasonable expectations for family engagement/support of students • And the plan includes additional supports, training, and/or resources for families who may need additional support

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT



"Proud of our past, dedicated to the present, committed to the Future"

MEMORANDUM

To: Medina Valley ISD Board of Trustees
From: Dr. Kenneth Rohrbach, Superintendent
Re: Consider MVISD COVID Response Protocol
Date: August 11, 2020

TEA requires that "school systems must post for parents and the general public, one week prior to the start of on-campus activities and instruction, a summary of the plan they will follow to mitigate COVID-19 spread in their schools based on the requirements and recommendations outlined here. This summary document can follow any format the school system deems appropriate to communicate the information, should broadly address the major points in this guidance, and must be posted on the school system homepage or another easily found area on the system website."

The attached MVISD COVID Response Protocol has been developed in order to provide information to students, parents, and staff of the steps that will be taken by the District to mitigate the spread of COVID-19 in our schools.

Also attached is the Student COVID Process Map and the Staff/Workplace COVID Process Map.

Recommendation: Approve the MVISD COVID Response Protocol.

This document requires Board approval, but is posted to provide information in regards to responding to COVID-19 on campuses and in district facilities.

Updated 8/17/2020

Screening Protocols

Screening for COVID-19 Before Campus Access

- Teachers and staff must self-screen for COVID-19 symptoms before coming onto campus each day. Symptoms are listed below. The self-screening should include teachers and staff taking their own temperature. Teachers and staff must report to the school system if they themselves have COVID-19 symptoms or are lab-confirmed with COVID-19, and, if so, they must remain off campus until they meet the criteria for re-entry as noted below. Additionally, they must report to the school system if they have had close contact with an individual who is lab-confirmed with COVID-19, as defined at the end of this document, and, if so, must remain off campus until the 14-day incubation period has passed.
- Parents must ensure they do not send a child to school on campus if the child has COVID-19 symptoms (as listed in this document) or is lab-confirmed with COVID-19, and instead should opt to receive remote instruction until the below conditions for re-entry are met. Parents may also opt to have their students receive remote instruction if their child has had close contact with an individual who is lab-confirmed with COVID-19 until the 14-day incubation period has passed.
- Visitors are restricted to essential business only such as scheduled appointments, illness of child, or family emergencies. ARD's, 504 meetings, and parent conferences are encouraged to be held virtually. If a meeting or conference can only be held in person, social distancing and mask guidelines are to be followed with minimal in person participants. Some participants may participate remotely.

Before essential visitors are allowed onto campuses, they must be screened to determine if the visitors have COVID-19 symptoms (as listed in this document) or are lab-confirmed with COVID-19, and, if so, they must remain off campus until they meet the criteria for re-entry as noted below. Additionally, all visitors must be screened to determine if they have had close contact with an individual who is lab-confirmed with COVID-19, and, if so, they must remain off campus until the 14-day incubation period has passed. The screening process for all visitors will also include temperature checks.

COVID-19 Symptoms

Any of the following symptoms indicate a possible COVID-19 infection:

- Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
- Loss of taste or smell
- Cough
- Difficulty breathing
- Shortness or breath
- Fatigue
- Headache
- Chills
- Sore throat
- Congestion or runny nose
- Shaking or exaggerated shivering
- Significant muscle pain or ache
- Diarrhea
- Nausea or vomiting

Isolation Protocols

Identifying Possible COVID-19 Cases on Campus

- A teacher or staff member must immediately notify the campus nurse of any student who shows COVID-19 symptoms while at school. The campus nurse will assess the student and determine if the student will need to be picked up by a parent or guardian. The campus nurse's assessment will include a temperature check to determine if the student is symptomatic for COVID-19.
- Students who report feeling sick and/or feverish should be given access to the campus nurse. The campus nurse will assess the student and determine if the student will need to be picked up by a parent or guardian. The campus nurse's assessment will include a temperature check to determine if the student is symptomatic for COVID-19.
- Teachers and staff members who report feeling sick and/or feverish should report to the campus nurse for an assessment. The campus nurse will assess the staff member and determine if the staff member shows COVID-19 symptoms. The campus nurse's assessment will include a temperature check to determine if the staff member is symptomatic for COVID-19.

Close Contact

This document refers to "close contact" with an individual who is lab-confirmed to have COVID-19. Close contact is defined as:

1. being directly exposed to infectious secretions (e.g., being coughed); or
2. being within 6 feet for a cumulative duration of 15 minutes; however, additional factors like case/contact masking (i.e., both the infectious individual and the potential close contact have been consistently and properly masked), ventilation, presence of dividers, and case symptomology may affect this determination.

Either (a) or (b) defines close contact if it occurred during the infectious period of the case, defined as two days prior to symptom onset to 10 days after symptom onset. In the case of asymptomatic individuals who are lab-confirmed with COVID-19, the infectious period is defined as two days prior to the confirming lab test and continuing for 10 days following the confirming lab test.

Return to Work/School Protocols

Individuals Confirmed or Suspected with COVID-19

Any individuals who themselves either: (a) are lab-confirmed to have COVID-19; or (b) experience the symptoms of COVID-19 (listed below) must stay at home throughout the infection period, and cannot return to campus until the school system screens the individual to determine if any of the below conditions for campus re-entry have been met:

Employee/Student with Positive Test

In the case of an individual who was diagnosed with COVID-19, the individual may return to school when the following criteria are met:

1. At least one day (24 hours) have passed since recovery (resolution of fever without the use of fever-reducing medications);
2. the individual has improvement in symptoms (e.g., cough, shortness of breath);
3. at least ten days have passed since symptoms first appeared; and
4. the employee/student has obtained a negative COVID-19 test.

Employee/Student with Symptoms and No Test

In the case of an individual who has symptoms that could be COVID-19 and who is not evaluated by a medical professional or tested for COVID-19, such individual is assumed to have COVID-19, and the individual may return to school when the following criteria are met:

1. At least one day (24 hours) have passed since recovery (resolution of fever without the use of fever-reducing medications);
2. the individual has improvement in symptoms (e.g., cough, shortness of breath); and
3. at least ten days have passed since symptoms first appeared; and
4. the employee/student has obtained a negative COVID-19 test.

If the individual has symptoms that could be COVID-19 and wants to return to school before completing the above stay at home period, the individual must either (a) obtain a medical professional's note clearing the individual for return based on an alternative diagnosis or (b) receive confirmation that they are free of COVID via acute infection tests at an approved COVID-19 testing location found at <https://tdem.texas.gov/covid-19/>.

Employee/Student Reporting Someone at Home With Symptoms or Tests Positive

In the case of an individual who reports someone at home has symptoms or someone at home has tested positive should consider themselves as having close or prolonged exposure. The individual may return to school/work when the following criteria are met:

1. The individual has self-quarantined for a period of 14 days;
2. remained symptom free;
3. and have not tested positive for COVID-19.

Employee/Student with Close or Prolonged Exposure While On a Campus
(Tested Positive or Has Symptoms)

The school will identify any individuals who had close or prolonged contact with the affected participant. This may include the entire class (students, teachers, and staff) and potentially other students, teachers and staff (if multiple teachers work regularly with the student or staff member). Based on the level of interaction, individuals may be advised to self-quarantine for a period of 14 days. If so, they may return after the 14 days if they remain symptom free and have not tested positive for COVID-19. Negative test results are not required for return. If a teacher or staff member worked with multiple classes, determinations regarding self quarantine will be made on a case-by-case basis after consultation with the Medina County Health Unit.

[Student COVID Process Map](#)

[Staff/Workplace COVID Process Map](#)

Responding to a Lab-Confirmed Case in the School

Required Actions if Individuals with Lab-Confirmed Cases Have Been in a School

1. If an individual who has been in a school is lab-confirmed to have COVID-19, the school will notify its local health department, in accordance with applicable federal, state and local laws and regulations, including confidentiality requirements of the Americans with Disabilities Act (ADA) and Family Educational Rights and Privacy Act (FERPA).
2. Schools must close off areas that are heavily used by the individual with the lab-confirmed case (student, teacher, or staff) until the non-porous surfaces in those areas can be disinfected, unless more than 7 days have already passed since that person was on campus.
3. Consistent with school notification requirements for other communicable diseases, and consistent with legal confidentiality requirements, a central office administrator must notify all teachers, staff, and families of all students enrolled at the campus if a lab-confirmed COVID-19 case is identified among students, teachers or staff who participate in any on campus activities.

Protocols for Campus Cleaning and Disinfecting

Frequent cleaning and disinfecting will promote a healthy learning and work environment for students and staff.

- Custodial staff will be trained in proper cleaning and sanitation techniques of high touch surfaces and areas with specialized equipment.

Cleaning Protocol

Regular cleaning practices have been enhanced, including service and routine cleaning and disinfecting of work surfaces, and areas in the work environment, including restrooms, break rooms

and meeting rooms. Frequent cleaning and disinfecting will be conducted in areas with high-touch surfaces, such as door knobs and handles, classroom furniture, handrails, light switches, vending machines and elevators. In accordance with CDC guidance, water fountains are discouraged from being used. MVISD custodians will also clean public spaces such as building lobbies and restrooms on an hourly basis, and more frequently if deemed necessary.

- Service cleaning is performed before and during the hours of the instruction day. Service cleaning includes hourly cleaning and disinfecting of all student and staff restrooms, cleaning and disinfecting of high surface areas, monitoring and maintaining services to athletics, fine arts and other programs that require services after every use, sweeping of all floors, sanitizing of cafeteria tables, emptying trash and other building-based tasks.
- Routine cleaning is performed after hours on a regularly scheduled basis by district custodial staff assigned to that building or area. Routine cleaning includes daily cleaning and disinfecting of all restrooms, sweeping and mopping of all floors, sanitizing of cafeteria tables, emptying trash and other building-based tasks.

Routine high touch cleaning:

- Restroom stalls and dispensers
 - Cafeteria tables
 - Toilets, sinks and faucets
 - Food preparation surfaces
 - Drinking fountains
 - Door handles and knobs (including exterior doors)
 - Elevator buttons
 - Handrails
 - Recreation equipment
 - Vending machines
 - Countertops
 - Light switches
 - Copier, printer and fax control buttons
 - Front desk and lobby surfaces
- Supplemental Cleaning is performed by regular custodial staff to help perform service cleaning. Supplemental cleaning is focused on cleaning and disinfecting high touch surfaces during the day, specifically for the purpose of preventing spread of disease and to allow custodial staff time to service vacant classrooms or perform other custodial duties.
 - Personal area cleaning is performed by all employees in their personal workspace, which may include their desk, telephone, keyboard, chair or any other items they use in performing their duties. This cleaning is customized to personal preference and standards and is done using district supplied cleaning products and equipment. Receptionists and secretaries may be required to clean high touch surface areas in their areas after every use.

Personal area cleaning:

- Desks
 - Computer keyboards and mouse
 - Phones
 - Chair arms
 - Remote controls
 - Cabinet and file drawer handles
 - Microwave, refrigerator, appliances
 - Coffee machines
- Emergency cleaning is performed by the custodial team on an emergency basis, in response to a particular, identified incidence of disease.

Health and Hygiene Practice

Student Restrooms

For all multi-person restrooms, students will be asked to practice social distancing to and from the restroom as well as all sanitizing and disinfecting strategies for individual safety (handwashing). Posters on how to wash hands properly will be posted in all student restrooms in English and in Spanish.

- Model, practice, and monitor handwashing, particularly for lower grade levels.
- Develop routines to ensure students wash their hands or use hand sanitizer upon arrival to campus; after using the restroom; after playing outside and returning to the classroom; before and after eating; and after coughing or sneezing.
- Have students wash hands at staggered intervals to minimize congregation around handwashing and hand sanitizer stations.

Employee Restrooms

All multi-person adult restrooms will be restricted to one person at a time or a 25% maximum capacity, as appropriate. When opening or closing the restroom door, use a paper towel, tissue, disinfectant wipe, or disposable glove. Restrooms will be stocked with liquid hand soap and paper towels.

Protocols for Face Coverings

1. For the purposes of this document, masks include non-medical and medical grade disposable face masks and cloth face coverings (over the nose and mouth). Full-face shields may be used in place of a mask to protect eyes, nose, and mouth whenever a mask is not feasible or whenever the educational context may benefit from the ability to see an individual's full face.
2. Schools are required to comply with the governor's executive order regarding the wearing of masks.
3. In addition to the executive order, school systems may require the use of masks or face shields for adults or students for whom it is developmentally appropriate.

4. When an individual can properly social distance by maintaining at least six feet from other students, teachers, and staff members, a mask/face covering is not required. As students, teachers and staff members move about or transition from one place to another a mask/face covering is required.
5. It may be impractical for students to wear masks or face shields while participating in some non-UIL athletic or other extracurricular activities. When it is impractical for students to wear masks or face shields during those activities, schools must require students, teachers, staff, and visitors to wear masks or face shields when entering and exiting facilities and practice areas and when not actively engaging in those activities. Schools may, for example, allow students who are actively exercising to remove masks or face shields, as long as they maintain at least six feet of distance from other students, teachers, and staff who are not wearing masks or face shields. However, schools must require students, teachers, and staff to wear masks or face shields as they arrange themselves in positions that will allow them to maintain safe distancing.
6. Please visit the University Interscholastic League (UIL) website for the most up to date guidelines regarding UIL/Extracurricular activities and mask/face covering requirements.

[UIL Interscholastic League](#)

Cafeteria Protocols

Cafeteria seating will be reconfigured in order to allow appropriate student spacing. Dividers may be used in order to meet seating capacity needs of a campus. Additional lunch periods will be added as needed. Students will use hand sanitizer when entering and exiting the cafeteria and will wear face masks, except when eating. Our lunch periods will be closed to visitors due to limited seating capacity and safety concerns. Breakfast will be a grab-and-go meal that students can carry with them to their classroom if the campus decides it's the best fit for that site. Students may bring lunch to school with them, but no outside food deliveries will be accepted.

Transportation Protocols

Bus transportation will be provided to those students who qualify for transportation. Because of the need to space students apart on buses, parents must register students for bus service.

- Students will be required to wear face coverings at all times while on buses.
- Students will apply hand sanitizer to their hands when entering and exiting the bus.
- Buses will be thoroughly cleaned and disinfected after each trip, particularly high-touch surfaces such as bus seats, steering wheels, knobs, and door handles.
- Efforts will be made to limit seating to one student per seat. However, students may have to sit two per seat on routes with higher ridership.
- Students from the same family will sit together whenever possible to minimize exposure to new contacts.
- Morning routes will have students load from the back of the bus to the front. End-of-day routes will have students load buses in reverse order of how they are dropped off at their

bus stop. Students who are dropped off first will sit at the front of the bus, with students who are dropped off last sitting at the back of the bus.

- The bus driver or bus aid must immediately notify the transportation secretary/staff member of any student who shows COVID-19 symptoms while entering or on the bus. The transportation secretary/staff member must then notify the campus nurse. The campus nurse or a campus staff member will meet the child when the bus arrives on campus and escort the student to the nurses office. The campus nurse will assess the student and determine if the student will need to be picked up by a parent or guardian. The campus nurse's assessment will include a temperature check to determine if the student is symptomatic for COVID-19.

For car pick up and drop off, parents will remain in their cars. Walk-up pick-up and drop-off will be limited to those parents who physically walk to campus and those parents who have children that require assistance in buckling or unbuckling themselves in a car seat or booster seat. Walk-up pick-up is only available at elementary campuses and parents may not line up at the school entrance until 3:00 pm.

UIL/Extracurricular Activities

2020-2021 UL Risk Mitigation Guidelines

- Please visit the University Interscholastic League (UIL) website for the most up to date guidelines regarding UIL/Extracurricular activities. [UIL Interscholastic League](#)

Additional Measures for Disease Mitigation

Communal Supplies

- When possible, communal supplies will be eliminated. Shared supplies should be sanitized between use.

Playground Equipment

- All students and staff will be required to use hand sanitizer before entering the playground/courtyard/black top/open gathering areas and upon exiting the playground/courtyard/black top/open gathering areas.
- High touch surfaces made of plastic or metal, such as grab bars and railings will be cleaned daily.

Training

- Health Services will provide a mandatory online training for ALL staff on health and safety guidelines. All staff must complete the training prior to the first day of school. The administrative team including the nurse should facilitate this online training and provide an opportunity to review campus-specific information. ALL campus staff are required to participate.
- All trained staff must then provide training to the students on the first day of in-person instruction on appropriate hygiene practices and other mitigation practices to be followed at MVISD.

Water Fountains

- In accordance with CDC guidance, students shall not drink directly from a water fountain. Where available, refillable water stations may be used to refill water bottles. All students are encouraged to bring a refillable water bottle with them on a daily basis. At water fountains that do not contain a refillable station, disposable cups will be provided.

To be considered exposed to COVID-19, you need to have prolonged close contact with a person who has the virus. Close contact includes living in the same household, caring for an infected person with the virus, being within 6 feet of an infected person with the virus for at least 15 cumulative minutes, or being in direct contact with secretions from the sick person.

Medina Valley ISD Student Process Map for COVID-19

Student has tested positive for COVID-19.

Student cannot attend school or enter any MVISD facility.

Parent calls campus attendance office and informs attendance clerk that the student is positive for COVID-19.

Student may return to campus after 10 days have passed from symptom onset, improvement of symptoms, and at least 24 hours have passed with no fever, without the use of fever reducing medication. The student must obtain a negative COVID test prior to returning.

Student shows symptoms of COVID – 19 while not at school.

Student cannot attend school or enter any MVISD facility.

Parent calls campus attendance office and informs attendance clerk that the student is showing symptoms of COVID – 19.

Student may return to campus after 10 days have passed from symptom onset, improvement of symptoms, and at least 24 hours have passed with no fever, without the use of fever reducing medication. The student must obtain a negative COVID test prior to returning.

Student reports experiencing one or more symptoms of COVID-19 while at school.

MVISD campus staff initiate Isolation Plan. Parents should retrieve student from Campus Nurse within 30 minutes of being notified.

Student may return to campus after 10 days have passed from symptom onset, improvement of symptoms, and at least 24 hours have passed with no fever, without the use of fever-reducing medication.
OR
Student obtains an acute infection test at an approved testing location that comes back negative for COVID-19 OR alternate doctor diagnosis.

Student reports someone at home has symptoms OR someone at home has tested positive. (This would be considered prolonged exposure to someone with COVID-19/symptoms of COVID-19.)

Student cannot attend school or enter any MVISD facility.

Parent calls campus attendance office and informs attendance clerk that student has had prolonged contact with someone who is COVID-19 suspected or confirmed.

Student should contact their primary care physician for guidance. Student can return to campus upon completion of Student Re-Entry Form indicating student has remained home to self-isolate and avoid public spaces for 14 days after last date of exposure.

Student reports someone in their home was exposed to someone who tested positive or has symptoms.

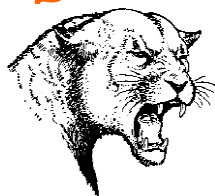
If the “someone in their home” is not symptomatic, but just ‘exposed,’ student may come to school and participate in activities (no need to self-isolate or notify any staff or students).

To be considered exposed to COVID-19, you need to have prolonged close contact with a person who has the virus. Close contact includes living in the same household, caring for an infected person with the virus, being within 6 feet of an infected person with the virus for at least 15 cumulative minutes, or being in direct contact with secretions from the sick person.

Medina Valley ISD Employee/Workplace Process Map for COVID-19



MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT



"Proud of our past, dedicated to the present, committed to the Future"

MEMORANDUM

To: Medina Valley ISD Board of Trustees
From: Dr. Kenneth Rohrbach, Superintendent
Re: Consider Letter of Engagement with McCall, Parkhurst, & Horton
Date: August 14, 2020

Clay Binford has served as bond counsel to the District for a number of years. He recently joined the firm of McCall, Parkhurst, & Horton, and has submitted a letter of engagement from the firm for your consideration. Mr. Binford has done an excellent job for the District as bond counsel and I believe, should continue in the role. In order to continue to utilize Mr. Binford as our bond counsel, we will need approval on the engagement letter.

Recommendation: Approve the Letter of Engagement with McCall, Parkhurst, & Horton.

July 21, 2020

Dr. Kenneth Rohrbach
Superintendent of Schools
Medina Valley Independent School District
8449 FM 471 South
Castroville Texas 78009

Re: Medina Valley Independent School District – Bond Counsel Representation

Dear Dr. Rohrbach:

This letter confirms that McCall, Parkhurst & Horton L.L.P. will represent the Medina Valley Independent School District (the *District*), with respect to administration of its debt portfolio and capital programs, as bond counsel. Services provided by our firm to the District in such representative capacity is herein referred to as the *Representation*; the substance of such Representation is herein referred to as the *Matter*.

Terms of Engagement

Our Representation shall commence upon the date of your execution of this letter. It is understood and agreed that our engagement is limited to the Representation, the terms of which are governed by the terms of this letter. We are not being retained as general counsel to the District. Our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter or to provide legal advice after the completion of the Representation.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation, the District should raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement to represent the District, McCall, Parkhurst & Horton L.L.P. agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and in reliance upon information and guidance provided by the District, its employees and officials, and its affiliates; and (2) keep the District and its designated representative reasonably informed about the status and progress of the Representation.



To enable us to provide effective representation, the District will need to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Under this letter, the person or entities that we represent are the ones herein identified and our attorney-client relationship does not include any related persons or entities (including individuals that are elected to the District's board of trustees or are District employees). Accordingly, it is understood that we may represent another client with interests adverse to any such affiliated or related persons or entities without first obtaining the District's consent. It is further agreed that the attorney-client relationship terminates upon our completion of the services for which we have been retained in the Representation.

Our Legal Fees and Other Charges

Concerning the conduct of bond elections and subsequent issuance of bonds, we will bill for our services at fixed fees and charge for expenses incurred. For conducting the bond election, we will bill our time at our Firm's standard hourly rates, with a cap on fees incurred for this component of the Representation of \$25,000. For the subsequent issuance or issuances of bonds resultant from this bond election, we will charge a fixed fee equal on a per series basis, to \$6,000, plus an amount based on the final principal amount of an issuance of bonds calculated pursuant to the following schedule:

- \$1.00 per \$1,000 bond for the first \$50,000,000 of any such issuance, plus
- \$0.75 per \$1,000 bond for the next \$50,000,001 to \$100,000,000 for any such issuance, plus
- \$0.50 per \$1,000 bond for any amount of such issuance over \$100,000,000.

This scale assumes issuance of a fixed rate series of bonds. Issuance of a variable rate issuance of bonds will require a flat fee of \$15,000 in addition to the amount calculated pursuant to the above description; refunding bonds will be charged at a rate equal to 120% of the schedule provided above. In addition, we will charge a flat fee of \$1,500 per series of bonds for expenses (to include overnight deliveries and final preparation of transaction transcripts), plus additional expenses actually incurred (including Texas Attorney General review fee, translation expenses, and any costs of publication of notices, including notices of bond election). Fees and expenses are due and payable at the time of issuance of a series of bonds.

In addition to the conduct of the bond election and subsequent issuance of bonds, our fees and charges include all advice necessary or incidental to the planning, structuring, and issuance of the bonds, as well as expenditure of bond proceeds and advice and assistance regarding post-closing matters (such as continuing disclosure and federal tax law compliance), structuring of and funding defeasance escrows, and debt service tax rate management strategies. Assistance in response to an Internal Revenue Service audit is not included in these post-issuance services and will be subject to a subsequent engagement agreement negotiated between the District and our Firm.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing the District.



Based on the information available to us to date, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas.

Our law firm represents many political subdivisions and financial institutions. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

It is understood and agreed that we may represent current or future clients (including any parties adverse to the District) in any matters that are not substantially related to the Matter, even if the interests of such clients in the other matters are directly adverse to the District, except for matters that involve actual, potential or threatened litigation, arbitration, mediation, or similar matters.

Communications

We have available Internet communication procedures that allow our attorneys to use e-mail for client communications in many instances. Accordingly, unless the District specifically directs us otherwise, we may use unencrypted e-mail sent on the Internet to communicate with the District and to send documents we have prepared or reviewed.

Acceptance

Following the District's receipt of this letter, any acceptance by the District of any legal services described herein performed by us (whether prior to or after such receipt) will constitute and will be deemed an acceptance of and consent to the terms and conditions set forth in this letter.

Termination

At any time, the District may, with or without cause, terminate the Representation by notifying us of the District's intention to do so.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. The right of McCall, Parkhurst & Horton L.L.P. to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct. Further, a failure by the District to meet any obligations under these terms of engagement shall entitle us to terminate the Representation. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

Termination of the Representation will not affect the District's obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter. Further, in the event of termination of the Representation, the District will take all steps necessary to release McCall, Parkhurst & Horton L.L.P. of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter.



Document Retention

At the close of the Matter, we send our files in that matter to a storage facility for storage at our expense. The attorney closing the file determines how long we will maintain the files in storage. After that time, we will destroy the documents in the stored files.

At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

Standards of Professionalism and Attorney Complaint Information

Since attorneys who are members of the State Bar of Texas will be involved in this Matter, please note the contents of the Texas Lawyer's Creed, a copy of which is attached. Please further note that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our Texas offices and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1 800 932 1900 toll free.

Governing Law

This letter, our attorney-client relationship, our engagement as counsel and any disputes arising out of or relating to any of the foregoing or to our bills, fees and/or other charges shall be governed by and construed in accordance with the laws of the State of Texas (exclusive of its conflict of laws principles).

Conclusion

This letter constitutes the entire terms of the engagement of McCall, Parkhurst & Horton L.L.P. in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed by the District and McCall, Parkhurst & Horton L.L.P. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of the District or McCall, Parkhurst & Horton L.L.P.

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Please carefully review this letter. If acceptable, please sign and return the enclosed copy of this letter so that we may commence the Representation.

Very truly yours,



Clay Binford
210-225-2819
cbinford@mphlegal.com

Medina Valley Independent School District Agrees
to and Accepts this Letter:

Medina Valley Independent School District

By: _____

Name: Dr. Kenneth Rohrbach

Title: Superintendent of Schools

THE TEXAS LAWYER'S CREED — A MANDATE FOR PROFESSIONALISM

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM. A lawyer owes to the administration of justice, personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

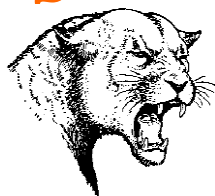
II. LAWYER TO CLIENT. A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER. A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions,

meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE. Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, witnesses, the Court, and members of the Court staff with courtesy and civility and will not manifest by words or conduct bias or prejudice based on race, color, national origin, religion, disability, age, sex, or sexual orientation. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT



"Proud of our past, dedicated to the present, committed to the Future"

MEMORANDUM

To: Medina Valley ISD Board of Trustees
From: Dr. Kenneth Rohrbach, Superintendent
Re: Consider 2020-2021 T-TESS Appraisal Calendar and Appraisers
Date: August 12, 2020

Each year, the T-TESS Appraisal Calendar and Appraisers are presented for Board approval. Board Policy DNA (Local) requires that "The District shall appraise teachers annually using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations. The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor. Additionally, 19 TAC 150.1003(d) requires that "Observations during the appraisal period must be conducted during the required days of instruction for students during one school year. The appraisal calendar shall: 1. Exclude observations in the two weeks after the day of completion of the T-TESS orientation in the school years when an orientation is required; and 2. Indicate a period for end-of-year conferences that ends no later than 15 working days before the last day of instruction for students." All appraisers that are listed have the required certification to conduct T-TESS observations.

Recommendation: Approve the 2020-2021 T-TESS Appraisal Calendar and Appraisers

Appraisal Calendar 2020-2021

Observation Calendar

First day to conduct observations	Tuesday, September 15, 2020
All formal observations complete for probationary teachers	Monday, March 1, 2021
End of year conferences	Monday, March 29 – Monday, May 10, 2021
Last day to conduct formal observations	Thursday, April 29, 2020

Appraisers

Campus:

1. Tanner Lange
2. John Slaton
3. Amanda Monteiro
4. Vangela Churchill
5. Kathryn Nevarez
6. Fernando Torres

7. Julie Center
8. Carmen Ramirez
9. Daniel Williams

10. Lesli Solis
11. Roland Villanueva
12. Geri Butler

13. Ken Center
14. Katherine Perez

15. Sandy Bermea
16. Audrey White
17. Brenda Estrella-Pagan

18. Elizabeth Vera
19. Ruth Bernard

20. Georgia Neuman
21. Shelly Guinn
22. Rebecca Holler

District:

1. Dwight McHazlett
2. Natalie Benke
3. Gabriel Cary
4. Stefanie-Keller Perkins

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT



"Proud of our past, dedicated to the present, committed to the Future"

MEMORANDUM

To: Medina Valley ISD Board of Trustees
From: Dr. Kenneth Rohrbach, Superintendent
Re: Consider Amendment to MVISD Election Order
Date: August 14, 2020

Per Section 42.002 of the Texas Election Code, county election precincts are required for all elections occurring in November 2020. Medina Valley ISD will need to contract with Medina County Elections and Bexar County Elections to meet these requirements. The amendment to our election order reflects the arrangements with both counties in regard to early voting, mail ballots, and election day voting. The MVISD Medina County residents will vote at the Medina County locations. Medina County Elections will also handle our Medina County mail ballots. The MVISD Bexar County residents will vote at the Bexar County locations and Bexar County Elections will handle our Bexar County mail ballots. We will not have our own polling place as we have done in past years.

Recommendation: Approve the Amendment to the MVISD Election Order.

ORDER OF SCHOOL TRUSTEE ELECTION

(ORDEN DE ELECCION PARA CONSEJO DE ADMINISTRACION DE ESCOLAR)

To the registered voters of Medina Valley I.S.D., Castroville, Texas
(A los votantes registrados de Medina Valley I.S.D., Castroville, Texas)

Notice is hereby given that the polling place listed below will be open from 7:00 a.m. to 7:00 p.m. on May 2, 2020 for the purpose of electing:
(Notifíquese, por las presente, que las casilla electorales sitados abajo se abriran desde las 7:00 a.m. hasta las 7:00 p.m. 2 de Mayo de 2020)

ONE SCHOOL TRUSTEE FROM DISTRICT 5

TWO SCHOOL TRUSTEES FROM AT LARGE

LOCATION OF POLLING PLACE:
(Direccion de las casillas electorale)

CASTROVILLE CITY HALL
1209 FIORELLA
CASTROVILLE, TX 78009

(IF THEY DO NOT CANCEL THEIR ELECTION)

MEDINA VALLEY ISD Board Room
8449 FM 471 South
CASTROVILLE, TX 78009

(If CASTROVILLE CANCELS THEIR ELECTION)

Early voting by personal appearance will be conducted each weekday at:
(La votacion en adelantada en persona se llevara a cabo de lunes a viernes en)

MEDINA VALLEY ISD Board Room
8449 FM 471 South
Castroville, TX 78009

Beginning on **April 20, 2020** and ending on **April 28, 2020**.
(Empezando con el dia 20 de Abril 2020 y terminando el dia 28 de Abril 2020)

Monday (lunes) and Tuesday (martes), April 20 and 21, 2020 7:30am – 5:00pm

Wednesday (miércoles), April 22, 2020 7:30am – 7:30pm

Thursday (jueves) and Friday (Viernes), April 23 and 24, 2020 7:30am – 5:00pm

Monday (lunes), April 27, 2020 7:30am – 5:00pm

Tuesday (martes), April 28, 2020 7:30am – 7:30pm

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votaran en ausencia por correo deberan enviarse a:)

Bexar County Elections Department
1103 S. Frio, Suite 100
(Address) (Dirección)
San Antonio, TX 78207
(City) (Ciudad) (Zip Code) (Código Postal)

Applications for ballots by mail must be received no later than the close of business on May 2, 2020.
(Las solicitudes para boletas que se votaran en ausencia por correo deberan recibirse para el fin de las horas de negocio el 2 de Mayo de 2020.)

Issued this the 21st of January 2020
(Emitada este dia 21 de Enero de 2020)


Signature of Presiding Officer

ORDER OF SCHOOL TRUSTEE ELECTION POSTPONEMENT

To the registered voters of Medina Valley I.S.D., Castroville, Texas

Notice is hereby given that the Medina Valley Independent School District Trustee Election for May 2, 2020 will be postponed to the November 3, 2020 uniform election date.

Pursuant to Section 418.016 of the Texas Government Code, the Governor has issued a proclamation suspending certain provisions of the Texas Election Code and the Texas Water Code to allow all local political subdivisions that are utilizing the May 2, 2020 uniform election date to postpone their election to the November 3, 2020 uniform election date.

By postponing the election date, the political subdivision is preserving all candidate filings and ballot order actions that have already been taken. The postponement does not have the effect of reopening candidate filings.

All **applications for a ballot by mail (ABBMs)** that were filed for the May 2, 2020 election that are marked annual would apply for the November 3, 2020 election. All single use ABBMs that were submitted for reasons of age or disability would still be valid for the November 3, 2020 election. If a single use ABBM was submitted and indicated the reason for voting by mail was due to absence from the county, this ABBM would not be valid as the applicable election date has changed.

Deadline for submitting an ABBM for the November 3, 2020 uniform election date is October 23, 2020.

Voter Registration deadline for the November 3, 2020 uniform election date is October 5, 2020.

Early Voting dates for the November 3, 2020 uniform election date are October 19, 2020-October 30, 2020.

Necessary Revisions to the Order of Election will be made on or before August 17, 2020.

Revisions can reflect changes to dates, locations and hours for early voting and changes to date and location for election day.

Issued this the 9th of April 2020


Signature of Presiding Officer

ORDEN DE APLAZAMIENTO ELECTORAL DE SÍNDICOS

A los votantes registrados de Medina Valley ISD, Castroville, Texas

Se les da aviso de que la Elección de Síndicos del Distrito Escolar Independiente de Medina Valley para el 2 de mayo de 2020 se pospondrá a la fecha de elección uniforme del 3 de noviembre de 2020.

De conformidad con la Sección 418.016 del Código de Gobierno de Texas, el Gobernador ha emitido una proclamación que suspende ciertas disposiciones del Código de Elecciones de Texas y el Código de Aguas de Texas para permitir que todas las subdivisiones políticas locales que utilizan la fecha uniforme de elección 2 de mayo de 2020 pospongan su elección a la fecha de elección uniforme al 3 de noviembre de 2020.

Al posponer la fecha de las elecciones, la subdivisión política preserva todas las presentaciones de candidatos y acciones de orden de votación que ya se han tomado. El aplazamiento no tiene el efecto de reabrir las presentaciones de candidatos.

Todas las **solicitudes para una boleta por correo (ABBM)** que se presentaron para las elecciones del 2 de mayo de 2020 que se marcan anualmente se aplicarían para las elecciones del 3 de noviembre de 2020. Todas las solicitudes de ABBM de un solo uso que se presentaron por razones de edad o discapacidad seguirán siendo válidas para las elecciones del 3 de noviembre de 2020. Si se presentó un ABBM de un solo uso e indicó que la razón para votar por correo se debió a la ausencia del condado, este ABBM no sería válido ya que la fecha de elección aplicable ha cambiado.

El plazo para enviar un ABBM para la fecha de elección uniforme del 3 de noviembre de 2020 es el 23 de octubre de 2020.

El plazo de inscripción de votantes para la fecha de elección uniforme del 3 de noviembre de 2020 es el 5 de octubre de 2020.

Las fechas de votación por adelanto para la fecha de elección uniforme del 3 de noviembre de 2020 son del 19 de octubre de 2020 al 30 de octubre de 2020.

Las revisiones necesarias de la Orden de Elección se realizarán el 17 de agosto de 2020 o antes.

Las revisiones pueden reflejar cambios en las fechas, lugares y horas para la votación por adelanto; y cambios en la fecha y el lugar para el día de las elecciones.

Publicado esto 9º de abril 2020


Firma del Presidente

Amendment to Order of Election
Medina Valley Independent School District
November 3, 2020

BE IT ORDERED by the Board of Trustees for Medina Valley Independent School District of Bexar County, Texas and Medina County, Texas:

1. That a General Election be held in said School District on November 3, 2020 for the purpose of electing two At-Large Trustees to the Medina Valley Independent School District Board of Trustees. The term of office for such trustees shall be a term of three years.
2. That the manner of holding said election shall be governed by the applicable sections of the Texas Election Code and the Texas Education Code. All necessary ballots and other election supplies for said election will be furnished in both English and Spanish.
3. That the election shall be held jointly with Bexar County and Medina County and other political subdivisions as required under Texas Education Code Section 11.0581. The Bexar County Election Administrator will determine the Bexar County early voting and election day polling locations for the Bexar County residents of said election. The Medina County Election Administrator will determine the Medina County early voting and election day polling locations for the Medina County residents of said election. The Board hereby appoints election officers, consisting of a Presiding Judge and Alternate Presiding Judge, to be those election officers selected by the Bexar County Election Administrator for the proper conduct of the election for the Bexar County Residents. The Board hereby appoints election officers, consisting of a Presiding Judge and Alternate Presiding Judge, to be those election officers selected by the Medina County Election Administrator for the proper conduct of the election for the Medina County Residents.
4. That the office of the Bexar County Election Administrator, Jacquelyn Callanen, at 1103 S. Frio, San Antonio, Texas, 78207, is the early voting clerk's mailing address to which Bexar County ballot applications and ballots by mail shall be sent. The last day for the early voting clerk to receive applications for a ballot to be voted by mail is Friday, October 16, 2020.
5. That the office of Medina County Election Administrator, Lupe Torres, at 1202 14th St., Hondo, TX 78861, is the early voting clerk's mailing address to which Medina County ballot applications and ballots by mail shall be sent. The last day for the early voting clerk to receive applications for a ballot to be voted by mail is Friday, October 16, 2020.
6. That early voting by personal appearance for Bexar County Residents shall be conducted at the Bexar County Elections Department, 1103 S. Frio, San Antonio, Texas, 78207 (main early voting location) and at early voting locations established for the purpose of early voting by personal appearance. All Bexar County locations and hours for early voting are listed in Exhibit A, but changes to the early voting locations may occur as determined by the Bexar County Election Administrator, and if so, this Order shall be amended. Early voting locations shall remain open for at least eight (8) hours on each day for early voting that is not a Saturday, Sunday, or an official holiday beginning on October 13, 2020, and continuing through October 30, 2020. Tuesday, October 13, 2020 through Friday, October 16, 2020, early voting locations will be open between the hours of 8 a.m. and 6 p.m. Saturday, October 17, 2020, early voting locations will be open between the hours of 10 a.m. and 6 p.m. Sunday, October 18, 2020, early voting locations will be open between the hours of 12 p.m. and 6 p.m. On Monday, October 19, 2020 through Friday, October 23, 2020, early voting locations will be open between the hours of 8 a.m. and 6 p.m. Saturday, October 24, 2020, early voting locations will be open between the hours of 8 a.m. and 8 p.m. Sunday, October 25, 2020, early voting locations will be open between the hours of 12 p.m. and 6 p.m. On Monday, October 26, 2020, through Friday, October 30, 2020, early voting locations will be open between the hours of 8 a.m. and 8 p.m.

Jacquelyn Callanen, Bexar County Election Administrator, is named the Bexar County Early Voting Clerk and authorized and charged to perform the functions provided by law in the casting of early voting ballots. The Early Voting Clerk is hereby authorized to designate, at a later date, Deputy Early Voting Clerks as may be required to conduct early voting for the election.

7. That early voting by personal appearance for Medina County Residents shall be conducted at the Medina County Elections Department, 1202 14th St., Hondo TX 78861; Medina County Pct. 2 Annex Bldg., 8366 FM 471 South, Castroville, TX 78009; and Dr. George S. Woods Community Center, 200 E. Hondo, Devine, TX 78016. Changes to the early voting locations may occur as determined by the Medina County Election Administrator, and if so, this Order shall be amended. Early voting locations shall remain open for at least eight (8) hours on each day for early voting that is not a Saturday, Sunday, or an official holiday beginning on October 13, 2020, and continuing through October 30, 2020. Monday, October 13, 2020 through Friday, October 17, 2020 and Monday, October 19, 2020 through Friday, October 23, 2020 Early Voting Locations will be open from 8:00 am – 5:00 pm.

Monday, October 26th(Monday), 28th(Wednesday) and 30th(Friday) Early Voting Locations will be open from 8:00 am – 5:00 pm. Saturday, October 24th Early Voting Locations will be open from 9:00 am – 2:00 pm. Tuesday, October 27th and Thursday, October 29th Early Voting Locations will be open from 7:00 am – 7:00 pm.

Lupe Torres, Medina County Election Administrator, is named the Medina County Early Voting Clerk and authorized and charged to perform the functions provided by law in the casting of early voting ballots. The Early Voting Clerk is hereby authorized to designate, at a later date, Deputy Early Voting Clerks as may be required to conduct early voting for the election.

8. That voting on Election Day, Tuesday, November 3, 2020 for Medina Valley ISD’s Medina County residents will be conducted from 7 a.m. to 7 p.m. at the following Medina County Election Day polling locations: Hondo Public Library, 2003 Ave. K, Hondo, TX 78861; South Texas Regional Training Center, 402 Carter, Hondo, TX 78861; D’Hanis Community Center, 191 CR 526, D’Hanis, TX 78850; First Baptist Church – Natalia, 301 Pearson St., Natalia, TX 78059; Medina County Pct. 2 Annex Bldg., 8366 FM 471 S., Castroville, TX 78009; Devine Community Center, 200 E. Hondo, Devine, TX 78016; Mico Volunteer Fire Department, 7121 CR 271, Mico, TX 78056. Changes to the election day voting locations may occur as determined by the Medina County Election Administrator, and if so, this Order shall be amended.
9. That voting on Election Day, Tuesday, November 3, 2020 for Medina Valley ISD’s Bexar County residents will be conducted from 7 a.m. to 7 p.m. at the polling places determined by the Bexar County Elections Administrator and posted on the Bexar County Elections website <https://www.bexar.org/2177/Voting-in-Bexar-County>, when available the locations in Bexar County will be attached to this notice as exhibit B. Changes to the election day voting locations may occur as determined by the Bexar County Election Administrator, and if so, this Order shall be amended.

AMENDMENT TO ELECTION ORDER APPROVED this August 17, 2020.

Medina Valley Independent School District

Mario De Leon, Board President

Exhibit A
JOINT GENERAL, SPECIAL, CHARTER AND BOND ELECTION
ELECCION GENERAL, ESPECIAL, CARTA Y BONOS CONJUNTO
NOVEMBER 3, 2020
3 de noviembre de 2020

THE HOURS OF EARLY VOTING WILL BE: (LAS HORAS Y FECHAS DE VOTACION ADELANTADA SERAN:)

Tues., Oct. 13 thru Fri., Oct. 168:00 a.m. to 6:00 p.m.
 Martes 13 de octubre hasta el viernes 16 de octubre de 20208:00 a.m. to 6:00 p.m.
 Sat., Oct. 17, 202010:00 a.m. to 6:00 p.m.
 Sabado 17 de octubre de 202010:00 a.m. to 6:00 p.m.
 Sun., Oct. 18, 202012:00 noon – 6:00 p.m.
 Domingo 18 de octubre de 2020.....12:00 noon – 6:00 p.m.
 Mon., Oct. 19 thru Fri., Oct. 238:00 a.m. to 6:00 p.m.
 Lunes 19 de octubre hasta el viernes 23 de octubre de 20208:00 a.m. to 6:00 p.m.
 Sat., Oct. 24, 20208:00 a.m. to 8:00 p.m.
 Sabado 24 de octubre de 20208:00 a.m. to 8:00 p.m.
 Sun., Oct. 25, 202012:00 noon – 6:00 p.m.
 Domingo 25 de octubre de 2020.....12:00 noon – 6:00 p.m.
 Mon., Oct. 26 thru Fri., Oct. 30 8:00 a.m. to 8:00 p.m.
 Lunes 26 de octubre hasta el viernes 30 de octubre de 20208:00 a.m. to 8:00 p.m.

October 13, 2020 – October 30, 2020

SUN	MON	TUES	WED	THURS	FRI	SAT
		13 *****	14 *****	15 *****	16 *****	17 *****
18 *****	19 *****	20 *****	21 *****	22 *****	23 *****	24 ***** ****
25 *****	26 *****	27 *****	28 *****	29 *****	30 *****	31
1	2	3 ELECTIO N DAY				

Legend: ***** Indicates dates open for early voting

Main Early Voting Location:(Localidad Principal de Votacion Adelantada:)
 ****BEXAR COUNTY ELECTION DEPARTMENT..... 1103 S. Frio
 ****DEAF LINK available for the hearing impaired

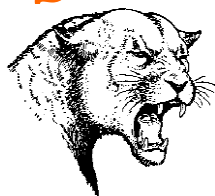
In addition to the main early polling place, early voting will be conducted at the following locations: (Ademas de la localidad principal, votacion adelantada se llevara a cabo en las siguiente localidades:)

ALZAFAR SHRINE AUDITORIUM.....	901 N. Loop 1604 W
AT&T CENTER.....	1 AT&T Center Parkway
BROOKHOLLOW LIBRARY.....	530 Heimer Road
CASTLE HILLS CITY HALL... (COMMUNITY ROOM).....	209 Lemonwood Dr.
CLAUDE BLACK CENTER.....	2805 East Commerce
CODY LIBRARY.....	11441 Vance Jackson
COPERNICUS COMMUNITY CENTER.....	5003 Lord Rd.
EAST CENTRAL ISD ADMIN BUILDING.....	6634 New Sulphur Springs Rd
ENCINO PARK LIBRARY.....	2515 East Evans Rd
FAIR OAKS RANCH CITY HALL... (COUNCIL CHAMBERS).....	.7286 Dietz Elkhorn
GREAT NORTHWEST LIBRARY.....	9050 Wellwood
HARLANDALE CIVIC CENTER.....	115 W. Southcross
HELOTES CITY HALL.....	12951 Bandera Road
HENRY A. GUERRA, JR. LIBRARY.....	7978 W Military Drive
JOHN IGO LIBRARY.....	13330 Kyle Seale Parkway
JOHNSTON LIBRARY.....	6307 Sun Valley Drive
JULIA YATES SEMMES LIBRARY @ Comanche Lookout Park.....	5060 Judson Road
KIRBY CITY HALL.....	112 Bauman St
LAS PALMAS LIBRARY.....	515 Castroville Road
LEON VALLEY CONFERENCE CENTER.....	6421 Evers Rd
LION'S FIELD.....	2809 Broadway
MAURY MAVERICK, JR. LIBRARY	8700 Mystic Park
MCCRELESS LIBRARY.....	1023 Ada Street
MEMORIAL LIBRARY.....	3222 Culebra
MISSION LIBRARY.....	3134 Roosevelt Ave.
NORTHSIDE ACTIVITY CENTER.....	7001 Culebra
NORTHWEST VISTA COLLEGE.....	3535 N. Ellison Dr.
OLMOS CITY HALL.....	120 El Prado W
PALO ALTO COLLEGE.....	1400 W. Villaret Blvd.
PARMAN LIBRARY@Stone Oak.....	20735 Wilderness Oak
SAN ANTONIO COMMUNITY COLLEGE (Victory Center).....	1802 N. Main
SCHAEFER LIBRARY.....	6322 US Hwy 87 E
SHAVANO PARK CITY HALL... (COUNCIL CHAMB).....	900 Saddletree Ct
SOMERSET CITY HALL.....	7360 E. 6 th , Somerset
SOUTHSIDE ISD ADMIN BLDG... (BOARD ROOM).....	1460 Martinez-Losoya
SOUTHWEST ISD ADMIN BLDG.....	11914 Dragon Lane
THOUSAND OAKS/EL SENDERO LIBRARY.....	4618 Thousand Oaks
TOBIN LIBRARY @OAKWELL.....	4134 Harry Wurzbach
UNIVERSAL CITY LIBRARY.....	100 Northview Dr.
WINDCREST TAKAS PARK CIVIC CENTER.....	9310 Jim Seal Dr.
WONDERLAND MALL OF THE AMERICAS @ CROSSROADS	4522 Fredericksburg

subject to change
(*sujeto a cambio*)

For more information contact the office of the Bexar County Elections Administrator,
Jacquelyn F. Callanen, at (210) 335-VOTE (8683)
(Para mas informacion comuniquese con oficina del Condado de Bexar Administrador de
Elecciones, Jacquelyn F. Callanen, al telefono (210) 335-VOTE (8683)

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT



"Proud of our past, dedicated to the present, committed to the Future"

MEMORANDUM

To: Medina Valley ISD Board of Trustees

From: Dr. Kenneth Rohrbach, Superintendent

Re: Consider District Initiated Revision to Local Board Policies AF, CRD, DBA, DK, EB, EEB, and FDA

Date: August 11, 2020

Following the adoption of the District of Innovation Plan, TASB reviewed the plan and all of our local board policies that the plan affected. The attached policy revisions are to match policy with the contents of the District of Innovation Plan.

Recommendation: Approve revisions to Local Board Policies AF, CRD, DBA, DK, EB, EEB, and FDA

ADD POLICY

In accordance with state law, the District has completed all requirements for designation as an innovation district, and the Board has adopted an [innovation plan](#).¹

¹ Innovation Plan: [<https://www.mvisd.com/domain/2901>]

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's innovation plan.¹

Group Health Benefits

In accordance with the District's innovation plan, the District is exempt from the requirements of the Education Code regarding group health benefits for school employees and the prohibition on making group health coverage available after coverage under TRS ActiveCare has begun.

District Contribution

The Board annually shall determine the District's contribution to employee health insurance premiums as part of the budget development and adoption process.

Continuation Coverage

The District shall continue its contribution toward the cost of the employee's group health insurance coverage while the employee is on paid leave or, if applicable, while the employee is on family and medical leave. [See DEC]

The District shall not otherwise expend public funds for group health insurance coverage of an employee who is not on paid leave status. However, an employee who is not on paid leave status or FMLA leave shall be allowed to continue group health insurance coverage, at his or her own expense, for the period specified in the District's group health insurance plan.

¹ Innovation Plan: [<https://www.mvisd.com/domain/2901>]

PROPOSED REVISIONS

Note: [This local policy has been revised in accordance with the District's innovation plan.](#)¹

Updating Credentials

All employees who have earned certificates, endorsements, or degrees of higher rank since the previous school year shall file with the District:

1. An official college transcript showing the highest degree earned and date conferred.
2. Proof of the certificate or endorsement.

Contract Personnel

The Superintendent ~~or designee~~ shall ensure that contract personnel possess valid credentials before issuing contracts.

State Teacher Certification

In accordance with the District's innovation plan, the District is exempt from the state law that generally requires school districts to hire teachers who are certified by the State Board for Educator Certification. State certification shall not be required for teachers of career and technical education (CTE) courses or languages other than English courses. In addition, the Superintendent shall have the authority to identify additional teaching areas for which state certification will not be required. The Superintendent shall exercise this authority only when and while a qualified, state certified teacher is not available. Individuals identified by the Superintendent to teach a course without state certification shall be approved by the Board. All other teaching assignments shall require certification in accordance with state law. [See DK]

Social Security Number

The District shall not use an employee's social security number as an employee identifier, except for tax purposes [see DC]. In accordance with law, the District shall keep an employee's social security number confidential.

¹ Innovation Plan: [<https://www.mvisd.com/domain/2901>]

PROPOSED REVISIONS

Note: [This local policy has been revised in accordance with the District's innovation plan.¹](#)

Superintendent's Authority

All personnel are employed subject to assignment and reassignment by the Superintendent or designee when the Superintendent determines that the assignment or reassignment is in the best interest of the District. Reassignment shall be defined as a transfer to another position, department, or facility that does not necessitate a change in the employment contract of a contract employee. Any change in an employee's contract shall be in accordance with policy DC.

Any employee may request reassignment within the District to another position for which he or she is qualified.

Campus Assignments

The principal's criteria for approval of campus assignments and reassignments shall be consistent with District policy regarding equal opportunity employment, and with staffing patterns approved in the District and campus plans. [See BQ series] In exercising their authority to approve assignments and reassignments, principals shall work cooperatively with the central office staff to ensure the efficient operation of the District as a whole.

[In accordance with the District's local innovation plan exemption regarding SBEC certification \[see DBA\], the Superintendent shall have the authority to approve a request by the principal for a qualified individual with experience in a career and technical education \(CTE\) field to teach a CTE course and for a qualified individual with experience in languages other than English to teach a language other than English course. In addition, the Superintendent shall have the authority to identify additional teaching areas for which state certification will not be required. The Superintendent shall exercise this authority only when and while a qualified, state certified teacher is not available. Individuals identified by the Superintendent to teach a course without state certification shall be approved by the Board. All other teaching assignments shall require certification in accordance with state law. \[See DBA\]](#)

Supplemental Duties

Noncontractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may do so by notifying the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

Work Calendars and Schedules

Subject to the Board-adopted budget and compensation plan and in harmony with employment contracts, the Superintendent shall determine required work calendars for all employees. [See DC, EB]

Daily time schedules for all employees shall be determined by the Superintendent or designee and principals.

¹ Innovation Plan: [<https://www.mvisd.com/domain/2901>]

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's innovation plan.¹

School Start Date

In accordance with the District's innovation plan, the District is exempt from the state law that generally prohibits instruction for students from beginning before the fourth Monday in August. Instruction for students shall begin no earlier than the third Monday in August.

School Calendar

The Superintendent shall be authorized to approve variations from the Board-adopted school calendar, as necessary.

School Closure

The Board delegates to the Superintendent the authority to close schools for reasons of public health and safety.

¹ Innovation Plan: [<https://www.mvisd.com/domain/2901>]

ADD POLICY

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Class Size Ratio

In accordance with the District's innovation plan, the District is exempt from state law requiring a district not to enroll more than 22 students in a kindergarten–grade 4 class. If enrollment in a kindergarten–grade 4 class exceeds 24 students, the District shall notify parents of students in that classroom.

¹ Innovation Plan: <https://www.mvisd.com/domain/2901>

PROPOSED REVISIONS

Note: [This local policy has been revised in accordance with the District's innovation plan.¹](#)

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.

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

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, academic records, and attendance records.

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 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.

[In accordance with the District's innovation plan, the District is exempt from state law requiring transfers to be for a one-year period. Therefore, ~~V~~ violation of the terms of the agreement may result in revocation of the agreement during the school year or](#) may result in a transfer request not being approved the following year.

Transportation

The District shall not provide transportation for transfer students who reside in another school district. The parent or the student shall be responsible for transportation to and from the District school to which the student is assigned.

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]

ADMISSIONS
INTERDISTRICT TRANSFERS

FDA
(LOCAL)

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.

¹ [Innovation Plan: \[https://www.mvisd.com/domain/2901 \]](https://www.mvisd.com/domain/2901)

Medina Valley Independent School District

District of Innovation Plan



Approved by Board May 28, 2020

Introduction

A District of Innovation is a concept passed by the 84th Legislative Session in House Bill 1842, effective immediately, that gives traditional school districts most of the flexibilities available to Texas' open enrollment charter schools. Districts are eligible for designation if certain performance requirements are met and the district follows certain procedures for adoption as outlined in Statute. The designation provides the district will be exempt from certain sections of the TEC that inhibit the goals of the district as outlined in the locally adopted Innovation Plan. The term of the designation as a district of innovation may not exceed 5 years.

On December 16, 2019, the Medina Valley ISD Board of Trustees appointed a District of Innovation Committee comprised of administrators, board members, teachers, auxiliary staff, parents, and community members. The Committee met on the following dates, to discuss and draft the Local Innovation Plan: February 4, 2020; February 18, 2020; March 5, 2020. The Proposed Plan was posted on the district website, in a prominent location on March 30, 2020 and was posted until May 28, 2020. The District-Wide Advisory Committee held a public hearing on the plan on May 19, 2020 and then unanimously approved the draft plan. The Board of Trustees met on May 28, 2020 to formally discuss, consider, and unanimously approve the Proposed Plan. The Committee sought input on the Plan from all stakeholders.

District of Innovation Committee

Mario De Leon	MVISD Board of Trustees
Darren Calvert	MVISD Board of Trustees
Jennilea Campbell	MVISD Board of Trustees
Dr. Kenneth Rohrbach	MVISD Superintendent
Dr. Dwight McHazlett	MVISD Assistant Superintendent
Juan Zamora	MVISD Assistant Superintendent
Natalie Benke	MVISD Curriculum Director
Travis Brown	Medina Valley High School
Dr. Keith Jones	Medina Valley High School
Stephanie Clark	Medina Valley Middle School
Veronica Herrera	Medina Valley Middle School
Annette Thoele	Medina Valley Middle School
Kristin Scheetz	Medina Valley Middle School
Kristan Groff	LaCoste Elementary
Lindsay Hartnett	LaCoste Elementary
Rebecca Ozuna	Potranco Elementary
Daniel Qualls	Loma Alta Middle School
Angela Grivich	Loma Alta Middle School
Jennifer Hickman	Loma Alta Middle School
Christy Ramirez	Potranco Elementary
Elsie Torres	Potranco Elementary
Dawn Groff	Castroville Elementary

Victoria Vielma	Castroville Elementary
Claire Tondre	Castroville Elementary
Betty Granger	Luckey Ranch Elementary
Mitch Cobb	Calvary Friendship Church
James Mendoza	Vista Community Church
Gina Britt	Camp Gladiator
Cathy Tschirhart	Broadway Bank
Penny Robertson	Parent
Mica Carawan	Parent
Dulce Casarez	Parent
Erlinda Rodriguez	Parent
Carrie Calvert	Parent
David Orozo	Parent
Judy Grubbs	Parent
Gabriel Cary	MVISD Director of Federal Programs
Tanner Lange	Medina Valley High School Principal
Lesli Solis	Medina Valley Middle School Principal
Roland Villanueva	Medina Valley Middle School Asst. Principal
Wendy Brewer	Medina Valley Middle Counselor
Julie Center	Loma Alta Middle School Principal
Elizabeth Vera	LaCoste Elementary Principal
Ruth Bernard	LaCoste Elementary Asst. Principal
Ken Center	Castroville Elementary Principal
Katherine Perez	Castroville Elementary Asst. Principal
Sandy Bermea	Potranco Elementary Principal
Audrey White	Potranco Elementary Asst. Principal
Georgia Neuman	Luckey Ranch Principal
Emily Perez	MVISD Social Worker
Stefanie Keller-Perkins	MVISD Director of Special Programs
Christine Orozco	Federal Programs Parent & Family Engagement Coordinator
Debra Keller	MVISD Director of CTE

TERM

The term of the Plan is for five years, beginning with the 2020-2021 school year, after the Texas Commissioner of Education is notified that the Innovation Plan has been approved by the Board of Trustees and ending at the end of the 2024-2025 school year, unless terminated or amended earlier by the Board of Trustees in accordance with the law. An ad-hoc committee appointed by the MVISD Local District of Innovation Planning Committee will annually review and monitor the effectiveness of the Plan and recommend to the Board any suggested modifications to the Plan.

Medina Valley ISD Shared Vision

Our Students will:

- Be passionate and responsible in their learning and in life
- Be well-rounded emotionally, socially, and academically
- Demonstrate strong values and pride through their actions and beliefs
- Follow an educational path that allows them to explore academic and/or vocational career possibilities
- Be equipped with the necessary skills, knowledge, and resources for their future
- Contribute positively as members of our community and society

Our learning environment will provide:

- State-of-the-art and relevant technology and facilities
- Consistent and effective communication between the home, school, and district
- Classroom experiences focused on student engagement and learning
- Opportunities for parents and staff to work together for student success
- A staff that is highly qualified, valued, and offered ongoing opportunities for growth
- Settings that are both physically and emotionally safe

Our district and community will work together to:

- Provide real-life learning opportunities to prepare students for the workforce
- Encourage and provide parental involvement and engagement to support the learning environment
- Provide a variety of educational programs with appropriate curriculum
- Support a growing and diverse population
- Build partnerships that are mutually beneficial

Medina Valley ISD Mission Statement

Medina Valley Independent School District will provide its students with a superior and diverse education that inspires excellence, promotes accountability and values, and encourages all students to achieve their highest potential.

Medina Valley ISD Strategic Goals

Growth

Takes a proactive role in planning for our rapidly growing population.

Funding

- ☐ Ensures proper allocation of funds to support all areas of the district.

Class/Course Offerings

- ☐ Provides a variety of academic and extracurricular activities that promote well-rounded, career-minded students.

Communication/Involvement

- ☐ Fosters an environment of parental and community involvement through open communication.

Technology

- ☐ Provides relevant and reliable technology for staff, students, and guests.

Facilities/Infrastructure

- ☐ Provides and maintains appropriate facilities for district programs.

Legislative

- ☐ Exceeds federal/state/local legislative requirements to develop an educational journey for each student's interests and success.

Staffing

- ☐ Recruits and retains quality staff while offering professional development and leadership opportunities.

Medina Valley ISD Core Beliefs

Medina Valley ISD, in partnership with the Medina Valley Community, believes that:

- Education and student success are the shared responsibility of the home, school, and community.
- All students and staff are entitled to an emotionally and physically safe environment.
- Access to and responsible use of current technology is essential.
- Students with pride and respect for the school have a greater commitment to achieving their highest potential.
- All students are responsible for their choices, actions, and learning.
- All decisions will be based on students' needs with their best interest in mind.
- All students have the ability to learn.
- All students will receive a challenging, balanced, and well-rounded education.
- The diversity of our students fosters experiences that teach them to value and respect the differences of others.
- All students will be encouraged and challenged to be self-directed, critical thinkers and life-long learners.
- A quality education addresses all students' academic, social, and emotional needs.
- All electives and extracurricular activities enhance academic skills and are critical to a well-rounded education.

Requested Exemptions

School Start Date

Current Statute

TEC §25.0811. FIRST DAY OF INSTRUCTION. (a) Except as provided by this section, a school district may not begin instruction for students for a school year before the fourth Monday in August. A school district may:

(1) begin instruction for students for a school year before the fourth Monday in August if the district operates a year-round system under Section 25.084; or (2) begin instruction for students for a school year on or after the first Monday in August at a campus or at not more than 20 percent of the campuses in the district if:

(A) the district has a student enrollment of 190,000 or more;

(B) the district at the beginning of the school year provides, financed with local funds, days of instruction for students at the campus or at each of the multiple campuses, in addition to the minimum number of days of instruction required under Section 25.081;

(C) the campus or each of the multiple campuses are undergoing comprehensive reform, as determined by the board of trustees of the district; and

(D) a majority of the students at the campus or at each of the multiple campuses are educationally disadvantaged.

Current statute requires that students may not start school prior to the 4th Monday in August. This may not be changed under the current waiver rules.

Proposed Flexibility

This flexibility would allow the district to determine annually the school start date that best fits the needs of our students and community. Moving the start date earlier than the 4th Monday in August will allow for a balance in instructional time between the two semesters.

Parameters

MVISD will not start school any earlier than the 3rd Monday in August.

Class Size Ratio

Current Statute(s)

TEC §25.112. CLASS SIZE.

(a) Except as otherwise authorized by this section, a school district may not enroll more than 22 students in a kindergarten, first, second, third, or fourth grade class. That limitation does not apply during:

- (1) any 12-week period of the school year selected by the district, in the case of a district whose average daily attendance is adjusted under Section 48.005(c); or
- (2) the last 12 weeks of any school year in the case of any other district.

(b) Not later than the 30th day after the first day of the 12-week period for which a district whose average daily attendance is adjusted under Section 48.005(c) is claiming an exemption under Subsection (a), the district shall notify the commissioner in writing that the district is claiming an exemption for the period stated in the notice.

(c) In determining the number of students to enroll in any class, a school district shall consider the subject to be taught, the teaching methodology to be used, and any need for individual instruction.

(d) On application of a school district, the commissioner may except the district from the limit in Subsection (a) if the commissioner finds the limit works an undue hardship on the district. An exception expires at the end of the school year for which it is granted.

(e) A school district seeking an exception under Subsection (d) shall notify the commissioner and apply for the exception not later than the later of:

- (1) October 1; or
- (2) the 30th day after the first school day the district exceeds the limit in Subsection (a).

(f) If a school district repeatedly fails to comply with this section, the commissioner may take any appropriate action authorized to be taken by the commissioner under Section 39.131.

TEC §25.113. NOTICE OF CLASS SIZE.

(a) A campus or district that is granted an exception under Section 25.112(d) from class size limits shall provide written notice of the exception to the parent of or person standing in parental relation to each student affected by the exception. The notice must be in conspicuous bold or underlined print and:

- (1) specify the class for which an exception from the limit imposed by Section 25.112(a) was granted;
- (2) state the number of children in the class for which the exception was granted; and
- (3) be included in a regular mailing or other communication from the campus or district, such as information sent home with students.

(b) The notice required by Subsection (a) must be provided not later than the 31st day after:

- (1) the first day of the school year; or
- (2) the date the exception is granted, if the exception is granted after the beginning of the school year.

Current statute requires that Kindergarten thru 4th grade classes are kept at a maximum student to teacher ratio of 22:1. The district must complete a waiver with the Texas Education Agency whenever this ratio is exceeded. These waivers are automatically accepted by TEA. In addition to filing a waiver with TEA, the District is required to send home a letter to each parent in the classroom that exceeds the 22:1 ratio, informing the parents that the waiver has been submitted. Many times, the ratio has been restored back to 22:1 or less prior to the parent actually receiving the letter.

Proposed Flexibility

Due to the rapid growth of our district, situations arise during the school year where a class may have more than 22 students in a class. The district has always corrected that situation as quickly as possible. However, depending on when this happens during the school year, it can sometimes be difficult to find a qualified teacher in order to add an additional classroom to return classes back below the 22:1 ratio. In the event the class size exceeds the 22:1 ratio for Kindergarten – 4th grade classes, a TEA waiver will not be necessary, but the superintendent will report to the Board of Trustees for approval. This exemption only allows MVISD the local control over class size ratios, not a disregard for the intent of the ratio requirements.

Parameters

At no time will a K – 4 class have an enrollment of more than 25 students without Board approval. MVISD will continue to staff all Kindergarten through fourth grade classrooms at a student to teacher ratio of 22 to 1 and cap the ratio at 23 to 1. MVISD wishes to calculate an average across the district specific to each grade level Kindergarten through 4th grade with a ratio of 22 to 1; with no class ever exceeding 23. However, should ratios ever exceed the cap of 24 to 1, notification letters would immediately be mailed home to parents.

Teacher Certification

Current Statute(s)

TEC §21.003(a) states that a person may not be employed as a teacher by a school district unless the person holds an appropriate certificate or permit issued by the appropriate state agency. In the event a district cannot locate a certified teacher for a position or a teacher is teaching a subject outside of their certification, the district must request emergency certification from the Texas Education Agency and/or State Board of Educator Certification. This system is burdensome and does not take into account the unique financial and/or instructional needs of the district.

TEC §21.053 requires a teacher to present his or her certificate to the District before their employment contract will be binding, and prohibits the District from paying an educator or teacher if the educator does not hold a valid certificate at the time.

TEC §21.057 requires that the District provide written notice to parents if an inappropriately certified or uncertified teacher is assigned to a classroom for more than 30 consecutive instructional days.

Proposed Flexibility

The district will maintain its current expectations for employee certification and will make every attempt to hire individuals with appropriate certifications for the position in question. However, when that is not reasonably possible, the district will have the flexibility to hire individuals who are knowledgeable in the area and equipped to effectively perform the duties of the position in question. Medina Valley ISD would like the ability to locally certify teachers in areas of high demand, to better meet the educational needs of our students. These areas would include, but are not limited to CTE and languages other than English. Teachers with industry certifications and native speakers with qualified experience could be eligible to teach a course through a local teaching certification. Local certification of teachers in non-core subject areas must also be approved by the Medina Valley ISD Board of Trustees. This proposal does not include core subject area certifications. This process will allow more flexibility in our scheduling, and provide more options for our students in class offerings leading to industry recognized certifications.

Parameters

District of Innovation

HIRING GUIDELINES FOR CAREER & TECHNICAL EDUCATION TEACHERS

Career Cluster	Qualifications
<ul style="list-style-type: none"> • Agriculture, Food & Natural Resources • Architecture & Construction • Arts, A/V Technology & Communications • Business Management & Administration • Finance • Government & Public Relations • Health Science • Hospitality & Tourism • Human Services • Information Technology • Law, Public Safety & Security • Manufacturing • Marketing • STEM • Transportation, Distribution & Warehousing 	<p>Preferred:</p> <ul style="list-style-type: none"> • Teaching credentials as defined by TEA <p>Required:</p> <ul style="list-style-type: none"> • Minimum 2 years of applicable industry experience within the past 10 years <p style="text-align: center;">or</p> <ul style="list-style-type: none"> • 1 year of applicable industry experience within the past 10 years plus an Associate degree or higher <p style="text-align: center;">or</p> <ul style="list-style-type: none"> • 1 year of applicable industry experience within the past 10 years plus an industry license or certification <p>Upon employment:</p> <ul style="list-style-type: none"> • All positions must acquire industry certification or licensure as associated with program area within three years of employment • All positions must actively participate in MVISD provided new teacher training
<ul style="list-style-type: none"> • Education & Training 	Teaching certification as defined by TEA

Teachers employed through this exemption will participate in the following required professional development sessions:

- Instructional Technology applications
- Instruction of students with disabilities
- Gifted and Talented Education
- Conflict resolution, and discipline strategies, including classroom management,
- District discipline policies, and the Student Code of Conduct
- Preventing, identifying, responding to, and reporting incidents of bullying.
- Suicide Prevention
- Awareness of issues regarding sexual abuse, sex trafficking, and other maltreatment of children

Transfer Students

Current Statute(s)

TEC §25.036. TRANSFER OF STUDENT.

(a) Any child, other than a high school graduate, who is younger than 21 years of age and eligible for enrollment on September 1 of any school year may transfer annually from the child's school district of residence to another district in this state if both the receiving district and the applicant parent or guardian or person having lawful control of the child jointly approve and timely agree in writing to the transfer.

Note Board Policy Change Needed to Implement: *FDA (Local) 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.*

Proposed Flexibility

Medina Valley ISD limits non-resident transfer students to those students who are children of employees, or those students who were approved transfers prior to January 2016. As per TEC §25.036, the district only reviews transfer eligibility of current transfer students at the end of the academic year. If a student has not met the district expectations for attendance, discipline, and or academic achievement, the transfer is revoked at that time.

This flexibility will allow the District to revoke the transfer of any student at any time during the academic year. Board policy gives authority to the Superintendent to approve, deny, or revoke transfers.

Group Health Insurance Coverage

Current Statute(s)

TEC §22.004. GROUP HEALTH BENEFITS FOR SCHOOL EMPLOYEES.

(a) A district shall participate in the uniform group coverage program established under Chapter 1579, Insurance Code, as provided by Subchapter D of that chapter.

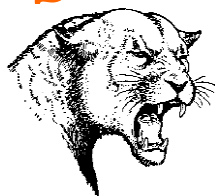
(b) A district that does not participate in the program described by Subsection (a) shall make available to its employees group health coverage provided by a risk pool established by one or more school districts under Chapter 172, Local Government Code, or under a policy of insurance or group contract issued by an insurer, a company subject to Chapter 842, Insurance Code, or a health maintenance organization under Chapter 843, Insurance Code. The coverage must meet the substantive coverage requirements of Chapter 1251, Subchapter A, Chapter 1364, and Subchapter A, Chapter 1366, Insurance Code, and any other law applicable to group health insurance policies or contracts issued in this state. The coverage must include major medical treatment but may exclude experimental procedures. In this subsection, "major medical treatment" means a medical, surgical, or diagnostic procedure for illness or injury. The coverage may include managed care or preventive care and must be comparable to the basic health coverage provided under Chapter 1551, Insurance Code. The following factors shall be considered in determining whether the district's coverage is comparable to the basic health coverage specified by this subsection:

(i) Notwithstanding any other provision of this section, a district participating in the uniform group coverage program established under Chapter 1579, Insurance Code, may not make group health coverage available to its employees under this section after the date on which the program of coverages provided under Chapter 1579, Insurance Code, is implemented.

Proposed Flexibility

The current process allows no flexibility in the design of group health insurance benefits to fit the needs of all Medina Valley ISD employees. This provision also prohibits the District from procuring group health insurance benefits that may provide better coverage for its employees and, potentially, at a lower cost. This provision is in direct contradiction to the wishes of the local Board of Trustees who represent community interests in this matter. This flexibility will allow MVISD to pursue procurement of group health insurance benefits to potentially provide better coverage and lower costs for employees.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT



"Proud of our past, dedicated to the present, committed to the Future"

MEMORANDUM

To: Medina Valley ISD Board of Trustees

From: Dr. Kenneth Rohrbach, Superintendent

Re: Consider Bexar County Juvenile Board Memorandum of Understanding 2020-2021

Date: August 11, 2020

The Bexar County Juvenile Justice Alternative Education Program (JJAEP) serves students in Bexar County and surrounding counties who have been expelled by their district. For counties surrounding Bexar County, the JJAEP may only be used by districts who have an MOU with Bexar County for use of the JJAEP. A student who is expelled due to mandatory expulsion requirements will receive services at the JJAEP at no cost to the district. If a student is expelled due to a discretionary expulsion, then the sending district is required to pay for the days the student is at the JJAEP.

Recommendation: Approve the Bexar County Juvenile Board Memorandum of Understanding for 2020-2021.



2020-2021 MEMORANDUM OF UNDERSTANDING

**BEXAR COUNTY JUVENILE BOARD
AND
INDEPENDENT SCHOOL DISTRICT**

I. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Bexar County Juvenile Board (Juvenile Board), a political subdivision of the State of Texas, and the Independent School District (School District), a political subdivision of the State of Texas, agreeing to and executing this MOU. It establishes roles and responsibilities relating to the Bexar County Juvenile Justice Alternative Education Program (JJAEP). This MOU is required by the Texas Education Code (TEC), and is in compliance with the requirements set out in Grant P of the Texas Juvenile Justice Department funding contract with the Juvenile Board. All referenced attachments are incorporated into the MOU as if fully set forth herein.

II. STUDENT ELIGIBILITY

Students will be assigned to the Bexar County JJAEP at the Bexar County Juvenile Justice Academy (JJA) only as set forth by the provisions of this MOU.

- A. Factors Considered Prior to Expulsion. Pursuant to the TEC, the School District’s Student Code of Conduct must specify that consideration will be given, as a factor in each decision concerning placement in JJA, regardless of whether the expulsion is discretionary or mandatory, to:
 - 1. Self-defense;
 - 2. Intent or lack of intent at the time the student engaged in the conduct;
 - 3. A student’s disciplinary history;
 - 4. A disability that substantially impairs the student’s capacity to appreciate the wrongfulness of the student’s conduct;
 - 5. A student’s status in the conservatorship of the Department of Family and Protective Services; or
 - 6. A student’s status as a student who is homeless.

- B. Discretionary Expulsions. Students may be assigned to the JJA when they have been expelled from the School District for committing one of the offenses deemed to be a discretionary expulsion or placement by the TEC.

- C. Mandatory Expulsion. Students shall be assigned to the JJA when they have been expelled from the School District for committing one of the offenses deemed to require a mandatory expulsion under the TEC.

- A. Prerequisites. For a student to remain designated as a Mandatory Expulsion, all of the following requirements must be met:
- a. Offense Report. The School District must have an offense report prepared by a law enforcement agency for the alleged incident upon which the expulsion is based.
 - b. Filing the Offense Report. The offense or investigative report must be filed by the School District with the JJA, the Juvenile Probation Department and the District Attorney's Office. Until the offense report is filed, the student will not be designated a Mandatory Expulsion, and the Juvenile Board may bill the School District for that student at the Discretionary Expulsion rate.
- B. Additional Information. If the law enforcement agency report or complaint does not describe conduct that rises to the level of a Mandatory Expulsion offense, the JJA Administrator may require the School District to provide additional information to support the designation of Mandatory Expulsion.
- C. Reclassification. In the event a student fails to qualify as a Mandatory Expulsion, that student will be classified as a Discretionary Expulsion, and the School District will be billed for the student at the Discretionary Expulsion rate from the date of enrollment. The JJA will advise the Bexar County Auditor's Office of the student's correct status so that the status is accurately reflected in the School District's bill.
- D. Waiver. If a student fails to meet Texas Juvenile Justice Department (TJJD) eligibility requirements for funding as a Mandatory Expulsion, the School District may request a waiver. A written waiver request must be directed to the JJA Administrator. The waiver request must:
- a. State the reason the student was expelled from the home campus;
 - b. State the reason the student does not meet the TJJD funding eligibility requirements;
 - c. Be filed with the JJA Administrator on the form set forth in **Attachment A**; and
 - d. Be filed within ten (10) business days of the date the School District is made aware of the ineligibility as a Mandatory Expulsion. The JJA Administrator may deny untimely waiver requests.
- E. Eligibility Determination. The JJA Administrator will forward the School District's written request to TJJD and advise the School District if the waiver request is granted or denied by TJJD. The Juvenile Board will bill the School District for that student at the Discretionary Expulsion rate until notified by TJJD that the student is deemed eligible to receive TJJD funding under the Mandatory Expulsion category.
- D. Court-ordered Placements. Students may be placed in the JJA by a Court when they have been adjudicated for delinquent conduct or conduct indicating a need for supervision. The School District will not be responsible for payment for these students unless they have been expelled by the School District; however, the School District is responsible for providing special education services, as articulated in the students' Individualized Education Programs (IEPs)/ Individualized Accommodation Plan (IAPs) and/or Behavior Intervention Plan (BIPs) when such services are not provided by the JJA.

- E. Registered Sex Offenders. Students who are publicly registered sex offenders and residents of Bexar County may be placed by the school district in the JJA as provided in the TEC and in accordance with the conditions set out in Section III.B.4 of this MOU. Only students who are Bexar County residents may be placed in the JJA under this provision.

- F. Maximum Capacity Rules. Based on student instructional capacity and safety and security issues, the Juvenile Board has set a maximum student enrollment of 250 students at the JJA (Maximum Capacity). If student enrollment reaches 200, the following rules will apply:
 - A. JJA Administrator will notify the School District of current enrollment, allocation of spaces, and number of out-of-county students. The School District will be allocated a total number of non-Mandatory Expulsion spaces for Bexar County residents (to include all categories of Discretionary Expulsions and placements) commensurate with that district's percent of Bexar County's total student population in grades 5 – 12. These population figures will be extracted from the prior year's Public Education Information Management Systems (PEIMS) enrollment (snapshot) figures.

 - B. When the School District has reached its allocated number of spaces, it must withdraw a student in order to enroll a new student if the district would otherwise exceed the assigned number of discretionary spaces.

 - C. The School District may negotiate directly with other districts for unused spaces. The maximum enrollment may be re-defined from time to time as deemed appropriate by the JJA. Notification of these space arrangements between districts will be communicated in writing to the JJA Administrator prior to the assignment of the student. Cancellation or modification of these agreed spaces will be the responsibility of the participating school districts; however the maximum total space assignments cannot be exceeded.

- G. Maximum Capacity Procedure. Once Maximum Capacity is reached, the following procedures will apply:
 - A. All students at the JJA who are out-of-county residents shall be returned to the sending school district.

 - B. The JJA Administrator will determine at the end of each month, based on projected withdrawals and enrollments, whether to continue the excess Maximum Capacity procedure.

- H. Out-of-County Students. This MOU applies only to students who are Bexar County residents, except as provided in this section. An expelled student who resides in a county other than Bexar, or who resides in Bexar County but attends a school in a district outside Bexar County, may attend the JJA only under the following conditions:
 - A. Eligibility for placement at the JJA is subject to the Maximum Capacity procedures described above.

 - B. The School District shall pay the applicable Discretionary Expulsion rate in accordance with section VII.B or VII.C of this MOU, unless the student is a Mandatory Expulsion and eligible for TJJD funding.

- C. In order for a Mandatory Expulsion student to be eligible for TJJD funding,
 - a. The respective School District and the Juvenile Board for the county where the student resides must have signed this MOU, and a copy of the MOU must have been provided to TJJD; and
 - b. JJA must obtain written approval from TJJD for funding of the particular student, using the Out-of-County Form, TJJD-JJAEP-005.
- D. TJJD funding is only available for 90 actual attendance days for out-of-county students attending the JJA. After 90 days, the School District is responsible for payment at the applicable Discretionary Expulsion rate in accordance with section VII.B or VII.C.
- E. In order to manage JJA student population within the Maximum Capacity, JJA will prioritize admission to students who are Bexar County residents. No provision of this MOU creates an entitlement for any out-of-county student to attend JJA.
- F. This MOU complies with TJJD's JJAEP Grant guidelines regarding students from counties other than Bexar.
- I. Adult Students. A student who is 17 years or older (Adult Student) is not eligible for juvenile probation services unless the student was on juvenile probation at the time of enrollment. In the event an Adult Student does not meet the JJA program behavior expectations as determined by the JJA Administrator, the student shall be returned to the School District for disposition.

III. STUDENT PLACEMENT

- A. Intake. Upon expulsion or decision on placement, the School District must contact the JJA for a time and date for an intake interview. The School District must also inform the JJA of the reason for expulsion or placement, term (i.e., number of days) and whether the student has been identified as requiring special education services and/or native language instruction. The time, date and place of the intake at the JJA shall be included in the notice of expulsion sent to the student as well as in the notice of expulsion form provided to the JJA Administrator and the Bexar County Juvenile Probation Department. If the student is a juvenile, the School District shall notify parents in writing that their child will be referred to the Bexar County Juvenile Probation Department and be assigned a probation officer.
- B. Term of Assignment to the JJA. The expulsion or placement order by the School District shall specify the number of days or term of the expulsion or placement. For the purpose of this MOU, 180 enrolled instructional days is a year (Year) and the following term rules shall apply:
 - 1. Mandatory Expulsions. A student's original term of expulsion for a mandatory offense may not exceed one calendar year. A student's total assignment to the JJA for a Mandatory Expulsion may not exceed a Year. An exception may be granted for the expulsion of a student who brings a firearm to school. A student expelled from the student's regular campus for a period of one calendar year in accordance with federal law may be assigned to the JJA for a calendar year.
 - 2. Discretionary Expulsions and Placements. In no event will a student be assigned to the JJA for more than one Year for a Discretionary Expulsion, or for a placement of student due to a

Title 5 felony offense, involvement in sexual assault, or registration as a sex offender. The one Year maximum term of assignment is cumulative, whether or not it is continuous and whether or not imposed by different school districts. For example, a student may be expelled to the JJA for a Title 5 felony offense for a maximum of one Year, regardless of which subsection of TEC may be employed for expulsion or, in the event of change in school districts, which school district initiates the expulsion. Also, the maximum cumulative term of placement at the JJA of a student who is a registered sex offender is one Year total, regardless of which school districts may have assigned the student to the JJA.

3. Title 5 Felony Offenses. A student who is assigned to the JJA due to a Title 5 felony offense shall be returned to the sending School District upon the first of these events to occur:
 - a. The charges are dismissed or reduced to a misdemeanor offense;
 - b. The student is acquitted;
 - c. The student completes the term of placement;
 - d. The student is assigned to another program;
 - e. The student’s assignment to the JJA reaches 180 enrolled instructional days; or
 - f. The student graduates from high school.

4. Registered Sex Offenders. Initial placement of a registered sex offender to the JJA is to be for at least 90 enrolled instructional days (Semester) for an offender on probation, and may be up to one Semester for an offender not on probation. Placement must be reviewed at the end of the first Semester of placement. A registered sex offender placed at the JJA whose residence is outside Bexar County will be immediately returned to the sending district. If it is determined by the committee convened by the School District that a registered sex offender assigned to the JJA should remain in alternative placement, then when that student’s term at the JJA reaches one Year, that student will be returned to the School District.

5. Student Releases. The JJA staff may recommend expulsion term extensions for students who do not satisfactorily complete the JJA program. The final determination to extend a student’s expulsion term is that of the home School District. A student’s assignment to the JJA shall terminate at the earliest of one of the following dates:
 - a. Successful completion of the expulsion term;
 - b. One of the seven “Exit Reasons” described in Texas Juvenile Justice Department regulations:
 - 1) Completed program / returned to home school while on probation.
 - 2) Completed program/ term of probation expired.
 - 3) Completed program/ term of placement expired.
 - 4) GED completion.
 - 5) Graduated.
 - 6) Left program incomplete.
 - 7) Other – left program for non-delinquency reason such as moved, death, or medical reason.
 - c. For a student placed at the JJA for a Title 5 felony offense, any event described above in paragraph III.B.3; or
 - d. The student’s assignment to the JJA reaches 180 enrolled instructional days.

IV. SPECIAL EDUCATION

- A. Students with Disabilities. For students who commit an offense and have been identified by the School District as having a disability the following procedures apply:
1. The student may be expelled from the School District only after a duly constituted Admission, Review and Dismissal (ARD)/Section 504 Manifestation Determination Review (“MDR”) meeting. The requirement to have a MDR does not apply only if the student:
 - a. Has been identified by the School District as having a disability under Section 504;
 - b. Was referred the BCJJA for an offense that pertains to the use or possession of illegal drugs or alcohol; and
 - c. The student is currently engaging in the illegal use of drugs or in the use of alcohol.
 2. A student that is eligible for services from the district’s special education department or under Section 504 may be expelled only if the ARD/Section 504 committee determines that the alleged offense is not a direct and substantial manifestation of the student's disability or a failure to deliver the program of services and supports in accordance with applicable state and federal laws.
 3. School District must invite the administrator of the JJA or the administrator's designee to an ARD committee meeting convened to discuss the expulsion of a special education student. School District must provide written notice of the meeting at least five (5) school days before the meeting or a shorter timeframe agreed to by the student's parents. A copy of the student's current IEP must be provided to the JJA representative with the notice.
 4. If the JJA Administrator or designee is unable to attend the ARD/Section 504 committee meeting, the JJA representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls. The JJA representative may participate in the meeting to the extent that the meeting relates to the student’s placement in the JJA and implementation of the IEP/IAP and/or BIP in the JJA.
 5. Students with disabilities assigned to the JJA will be provided educational services as determined by the ARD/Section 504 committee, and articulated in the IEP/IAP and/or BIP, such that the student receives a free and appropriate public education as defined by federal and state laws, and as further provided herein. The IEP/IAP and/or BIP must delineate the projected date for the beginning of services, personnel who will provide direct and/or related services, the anticipated frequency, location and duration of services, and accommodations or modifications for the term of the student's tenure at the JJA.
 6. Ultimately, the School District is responsible to ensure that appropriate programs and services, as articulated in a student’s IEP/IAP and/or BIP, are provided at the JJA continuously and without disruption. The Juvenile Board is not responsible for the provision of special education services. All related services articulated in students’ IEP/IAPs must be provided by the School District with the exception of counseling. Related services include speech therapy, occupational therapy, physical therapy, special transportation, in-home/parent training, and sign language interpreters. Counseling services available at the JJA are provided by Communities in Schools - San Antonio. The JJA will have special education services and personnel as a portion of the normal operation of

the JJA. The JJA will provide a copy of each special education student's schedule within five (5) school days of a School District's request.

7. If after a special education student is placed at the JJA the JJA Administrator provides written notice to the school district of specific concerns that the student's educational or behavioral needs cannot be met in the JJA, an ARD committee meeting must be convened to reconsider placement of the student in the JJA. School District must invite the JJA administrator or the administrator's designee to the meeting and must provide written notice of the meeting at least five (5) school days before the meeting or a shorter timeframe agreed to by the student's parents. If the JJA representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means, including conference telephone calls. The JJA representative may participate in the meeting to the extent that the meeting relates to the student's continued placement in the JJA.
- B. Students with Suspected Disabilities. If a student assigned to the JJA is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, the following procedures apply:
1. The School District's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary.
 2. The JJA staff will assist with the completion of the necessary referral documents. Any student determined to qualify for services and protection under IDEIA or Section 504, shall be afforded all lawfully required services and protections by the School District to the extent that the JJA cannot provide the service and the School District is notified of the need to provide the service.
- C. English as a Second Language (ESL)/Bilingual Students. If a student has been identified as a second language learner, whether general or special education, the following procedures apply:
1. School District must obtain appropriate documentation from the Language Proficiency Assessment Committee (LPAC) relative to the following:
 - a. The student's dominant oral and written language;
 - b. The student's level of oral and written language proficiency; and
 - c. Type, level, frequency and duration of instruction and/or support services.
 2. The School District may provide, upon availability, training to JJA personnel to facilitate accommodations necessary for English Language Learners.
 3. The JJA will provide direct instruction by a certified Bilingual/ESL teacher.
- D. Change of Residence. Students receiving special education or Section 504 services prior to their expulsion and who change residence to another school district served by the JJA will continue to be the responsibility of the sending School District until the student has completed the JJA assignment and/or enrolled in the new School District.

- E. Accountability. Accountability for students placed at the JJA shall remain with the student's school district of residence. The eligibility folder will stay with the expelling School District and a working folder will be sent to the JJA prior to the intake appointment.
- F. Addressing Concerns. After placement of a student in the JJA, if the JJA has concerns that the student's educational or behavioral needs cannot be met in the JJA program, the JJA shall provide written notice of the specific concerns to the School District. The School District will conduct an ARD/Section 504 committee meeting to reconsider the placement of the student into the JJA and to avoid disruption of services and/or an improper placement. The School District is responsible for providing notice to the JJA and to the parent of the ARD/Section 504 committee meeting in compliance with federal and state law and advising them of the specified time and location of the ARD/Section 504 committee meeting. Whenever possible, the ARD/Section 504 committee meetings for students enrolled at the JJA should be held at the JJA site and scheduled at a time that enables the home campus representative to be present. If the home campus representative is unable to attend the ARD/Section 504 committee meeting in person, alternate means of communication shall be made available so that the home campus representative may participate in the meeting.
- G. Notices. The notices required in this Article IV must be provided in the native language of the parent or mode of communication used by the parent, in compliance with federal law. The term 'native language' when used with reference to an individual of limited English proficiency, means the language used by the individual, or in the case of the child, the language normally used by the parents of the child.

V. RECORDS

- A. 24 Hours. The School District shall report any expulsion notice within 24 hours (not to include weekends or school holidays) after the expulsion hearing to:
 - 1. The JJA Administrator; and
 - 2. The Bexar County Juvenile Probation Department (or the respective juvenile probation department in which the student resides if other than Bexar County).
- B. Expulsion Notice and Order. The School District shall record the expulsion on the form set forth in **Attachment B**, marking the box for the specified offense, describing the offense with sufficient detail to properly assess that it is an expellable offense, and submitting the form to the JJA. The School District shall also provide the JJA with a copy of the Expulsion order.
- C. Referral. The School District must refer all Mandatory Expulsions to the District Attorney's Office and the Bexar County Juvenile Probation Department. In addition, the School District shall, on a timely basis, provide to the Juvenile Probation office or the Juvenile section of the District Attorney's office as appropriate, all other referral information required by the Texas Family Code. The School District shall provide the JJA the necessary verification of submission of referrals to all necessary agencies.
- D. Police Reports. In a Mandatory Expulsion, the School District must also provide JJA with a copy of the police report. The School District shall provide the Juvenile Board with the necessary verification of submission of the police report(s) to all necessary agencies.

- E. Title 5 Felony Offenses. In a Discretionary Expulsion of a student for a Title 5 felony offense under TEC, the School District must provide police reports, court orders, or juvenile probation department documents sufficient to establish eligibility for assignment to the JJA under that provision.
- F. Students Involved in Sexual Assault. In placing a student pursuant to the statute providing for transfer of students involved in sexual assault, the School District must provide documents sufficient to establish eligibility for assignment to the JJA under that provision.
- G. Registered Sex Offenders. In placing a student identified as a registered sex offender under TEC Chapter 37 Subchapter I, the School District must provide documents sufficient to establish eligibility for assignment to the JJA under that provision.
- H. Student Records. The School District must forward copies of the following records to the JJA for each student:
 - 1. Special education records, to include:
 - a. The most recent ARD/IEP/IAP/BIP manifestation determination review;
 - b. The most recent comprehensive individual assessment that documents eligibility for special education services and the list of modifications and/or complementary aids conducive to advancement towards annual and short-term goals and objectives; and
 - c. Recommendations for the current year's assessment.
 - 2. State standardized test information;
 - 3. The student's academic achievement records (e.g. report card);
 - 4. The student's immunization records; and
 - 5. Information regarding the student's National School Lunch Program status.
- I. Time Due. A student's records must be provided to the JJA by the School District on or before the date of the intake interview.
- J. Enrollment Notification. A student's enrollment record form/notification to include the student's date of enrollment at JJA must be sent to the home School District by JJA within 24 hours (not to include weekends or school holidays) of the student's enrollment date.
- K. Change of Residence. JJA will inform both School Districts, as appropriate, of a student's change of residency based on a review of appropriate proof of residency documents, and will provide the new School District with said proof of residency documents within 48 hours (not to include weekends or school holidays) of informing of change of residence. The student shall continue to be enrolled with the expelling School District if either the expelling or new School District wishes to continue the term of expulsion. Each School District and JJA will continue to be responsible for compliance with the current provisions of this MOU.

- L. Grades. The JJA will submit to the School District the grades for all students' academic work and/or completion of courses while enrolled at the JJA. The School District will make the final determination as to a student's promotion or retention, award of credits, and graduation.

VI. ADMINISTRATION OF STATE-MANDATED ASSESSMENTS

- A. Responsibilities. All state-required standardized tests will be administered to students enrolled at the JJA. The following responsibilities are assigned for administration of the tests:
1. Test Coordinator. JJA will have a trained and sworn Testing Coordinator who will serve as the point of contact with the School Districts for the administration of state-required standardized tests to students enrolled at the JJA. Each year, the JJA will provide all School Districts with the Testing Coordinator's name and contact information.
 2. List of Students. JJA staff will provide the School District with a list of all students from that district enrolled at the JJA at least ten (10) school days prior to the date of administration of state-required standardized tests.
 3. Student Testing Materials. The School District is responsible for securing, coding and delivering all testing materials to the JJA Administrator or designee a minimum of three (3) school days before the day of standardized test administration. The School District may also provide additional student testing materials to cover students that enroll after the list of students was provided to the School District. The School District will provide to the JJA access, limited to students enrolled at the JJA, to administer, as necessary, online testing.
 4. Accommodations. The School District will assist the JJA staff to ensure implementation of accommodations articulated in the IEP/IAPs and/or BIPs for standardized testing, as appropriate, for students receiving special education services and speakers of languages other than English. If the accommodations exceed what the JJA can reasonably implement, the School District remains responsible for ensuring that the student has access to the necessary accommodations by whatever means the School District deems most appropriate.
 5. Retrieving Completed Testing Materials. The JJA is responsible for making necessary arrangements to retrieve all completed student testing materials attributed to the School District's students enrolled at the JJA.
 6. Obtaining and Submitting Testing Materials. The School District is responsible for obtaining the completed student testing materials from the JJA, and is also responsible for submitting all completed student testing materials to the appropriate TEA contracted agent.
 7. Student Success Initiatives. The JJA will assist School District in meeting student success initiatives mandated by state law. This assistance does not include the hiring of additional staff.

VII. FUNDING AND BILLING

- A. Mandatory Expulsions. Funding for Mandatory Expulsions will be provided by the Texas Juvenile Justice Department for those students who meet the prescribed TJJD eligibility requirements. School District will pay for a student at the Discretionary Expulsion rate listed in Section VII.B. herein until the offense report is filed with the JJA, the Bexar County Juvenile Probation Department and the appropriate District Attorney's Office.
- B. Discretionary Expulsions. For students who are Discretionary Expulsions pursuant to TEC, the School District shall pay the rate of \$135.85 per student per day of attendance at the JJA. A student is considered to be in "attendance at the JJA" for the purposes of this Agreement if they are receiving tele-education services. This rate may be modified by the Juvenile Board during the term of this MOU.
- C. Title 5 Felony Discretionary Expulsions. For students who are Title 5 felony Discretionary Expulsions pursuant to TEC, School District shall pay in the same manner as for other Discretionary Expulsions, except that the rate for this category of expulsion is based on the actual operational cost as determined by the Juvenile Board based upon its most recent annual audit, and will not exceed the rate set out in paragraph VII.B above.
- D. Registered Sex Offenders. For students who are placed at the JJA as registered sex offenders under TEC Chapter 37, School District shall pay at the same rate as for Discretionary Expulsions, which is \$135.85 per student per day of attendance.
- E. Disallowed Mandatory Expulsions. For a student who was expelled for a Mandatory Expulsion offense but who, because of the terms of the TJJD funding contract and as outlined in this MOU, was disallowed Mandatory Expulsion status, the School District shall pay the Discretionary Expulsion rate of \$135.85 per student per day of attendance from the date of enrollment.
- F. Continuing Responsibility. In the event a student changes residence to another school district served by JJA after being expelled, and prior to completing the expulsion term, the student shall remain the financial responsibility of the expelling School District for the JJA daily attendance rate.
- G. Date of Invoice. The Juvenile Probation Fiscal Office will issue an invoice within thirty (30) business days after the end of each month. The invoice will provide the name of each student and the number of days the student attended.
- H. Payment. The School District shall make payment to the Juvenile Board through the Bexar County Auditor. Payment for the full amount hereunder shall be made payable to Bexar County and payment made at the Bexar County Auditor's Office at 101 W. Nueva, Suite 800, San Antonio, TX 78205-3445 within thirty (30) days after the invoice is received by the member School District. The Juvenile Probation Fiscal Office shall send the invoice to the address listed on the signature page of this MOU.

VIII. TRANSPORTATION

- A. School District's Responsibility. Transportation of students to and from the JJA shall be the sole responsibility of the School District. The School District is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJA. The School District shall provide all necessary security at the student pick up/drop off location(s).
- B. Change of Residence. In the event a student expelled by a School District changes residence to another school district served by JJA after being expelled and prior to completing the expulsion term, the new school district is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJA.

IX. TRANSITION

- A. Transition File. Approaching completion of his/her term at the JJA, JJA staff will send the School District a transition file that includes:
 - 1. The student's grades converted to numeric scores; when requested by the School District, course completions will be reported;
 - 2. A behavior summary, recommendations and comments that suggest placement options that the JJA staff deems appropriate for the student returning to his/her home campus;
 - 3. Attendance information; and
 - 4. Other recommendations and comments.

X. ADVISORY BOARD

- A. Authority. The Juvenile Board has authorized an Advisory Board to provide a forum for representatives of the Juvenile Board, the school districts and the organizations supporting the JJA to meet and discuss issues related to the operation of the JJA.
- B. Procedure. Each School District shall designate a representative to serve on the Advisory Board. The Advisory Board shall include representatives of at least five (5) school districts, as elected by representatives of the school districts, at a meeting called by the Administrator for the Juvenile Board. The School District hereby agrees to participate in the election of said Advisory Board and, if elected to serve, will do so.

XI. PARTIAL INVALIDITY

If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, or rendered as such by a change to applicable state and/or federal law, the remaining provisions shall continue in full force and effect.

XII. TERM

This Agreement supersedes all prior MOU agreements between these parties and shall be in effect from August 1, 2020 through, and including, July 31, 2021. This Agreement shall renew automatically each year on August 1st, unless notice of a party's intent not to renew is sent to the other party prior to July 1st of that year.

The Bexar County Juvenile Board and the School District may modify this Agreement under terms as specified in a written addendum to be signed by both parties. In response to COVID-19, JJA may issue an Addendum modifying the provisions set forth in this MOU. JJA will provide School District with a copy of the addendum. The terms and conditions of the updated Addendum will supersede the provisions of any previous Addendum.

XIII. INTEGRATION

This MOU, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party that is not contained herein shall be of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

AGREED AND FULLY EXECUTED ON THE LATEST DATE RECORDED BELOW.

INDEPENDENT SCHOOL DISTRICT

School District: _____

Signature: _____ Date: ____/____/____

Printed Name: _____

Title: _____

The Juvenile Probation Fiscal Office shall send invoices to the following address:

Name: _____

Address: _____ State: _____ Zip Code: _____

If required by School District:

_____ **COUNTY JUVENILE BOARD**

Signature: _____ Date: ____/____/____

Printed Name: _____

Title: Juvenile Board Chair

BEXAR COUNTY JUVENILE BOARD

By: _____

JUDGE LISA K. JARRETT
Juvenile Board Chair

Date: ____/____/____

ATTACHMENT A



**BEXAR COUNTY JUVENILE JUSTICE ACADEMY
 STUDENT FUNDING WAIVER REQUEST**

Police Report Requirement

The Texas Juvenile Justice Department (TJJJ) reserves the right to provide funding for students remanded to juvenile justice alternative education programs who do not meet the basic requirements found in TJJJ's State Financial Assistance Contract. This form serves as your request of waiver to the police report requirement and should be faxed to the JJA Administrator at (210) 335-8549. Your request will be forwarded to TJJJ and you will be notified of TJJJ's response once it is received by the JJA Administrator's office.

SCHOOL DISTRICT:	SCHOOL OFFICIAL:	
PHONE:	FAX:	DATE:
STUDENT:	DOB:	
Describe offense in some detail:		
Reason for request of waiver:		

FOR TJJJ STAFF ONLY

The request for waiver received in this office on _____ is ____ Granted ____ Denied.		
If denied, please specify reason: _____		
_____	_____	_____
Signature	Position	Date

ATTACHMENT B



**BEXAR COUNTY JUVENILE JUSTICE ACADEMY
 REFERRAL OF CHILD AFTER EXPULSION**

To: Juan Vega, JJAEP Clerk 1402 N. Hackberry San Antonio, TX 78208	Phone: 210-335-8524 Fax: 210-335-8549 E-mail: jvega@bexar.org
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Pursuant to Texas Family Code §52.041 and Texas Education Code (TEC) §37.010, the following report is being made to the Juvenile Court regarding the expulsion of the student named below.

School District: _____ **School Official/Hearing Officer:** _____

Telephone: _____ **Fax:** _____ **Date of Hearing:** _____

Student:	Age:	Grade:	DOB:	SNN:
Special Programs:	Yes _ No_ Specify:		TSDS#	
Campus Address:				
Parent's Name:				
Parent's Address:				
County of residence (if other than Bexar):				
Telephone #s	Work: (210)		Home: (210)	Cell: (210)
Date Expelled:	Number of Instructional Days Expelled:		Proposed Return Date:	
Describe offense in some detail:				
Parent is aware and understands that child may be assigned a probation officer (PO) by the probation department: Yes _ No _ If not, why not?				
National School Lunch Program: Free Reduced None (Circle appropriate Program)				
Date Intake requested:	Intake Scheduled on		at	AM/PM

Please check offense for which student is being referred:

2019/20 and 2020/21 School Years

✓	Offense Code	Offense Description	Offense Type
	37.007A12A	Unlawful Weapon: Handgun [Penal Code (PC) 46.02 (a)] [Education Code (EC) 37.007 (a)(1)]	Mandatory
	37.007A12B	Unlawful Weapon: Location-Restricted Knife [PC 46.02 (a)] [EC 37.007 (a)(1)] (For students under the age of 18.)	Mandatory
	37.007A12C	Unlawful Weapon: Club [PC 46.02 (a)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15A	Prohibited Weapon: Explosive Weapon [PC 46.05 (a)(1)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15B	Prohibited Weapon: Machine Gun [PC 46.05 (a)(2)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15C	Prohibited Weapon: Short-Barrel Firearm [PC 46.05 (a)(3)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15D	Prohibited Weapon: Firearm Silencer [PC 46.05 (a)(4)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15F	Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05 (a)(6)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15G	Prohibited Weapon: Chemical Dispensing Device [PC 46.05 (a)(7)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15H	Prohibited Weapon: Zip Gun [PC 46.05 (a)(8)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15I	Prohibited Weapon: Tire Deflation Device [PC 46.05 (a)(9)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15J	Prohibited Weapon: Improvised Explosive Device [PC 46.05 (a)(7)] [EC 37.007(a)(1)]*	Mandatory
	37.007A2A1	Aggravated Assault	Mandatory
	37.007A2A2	Aggravated Sex Assault	Mandatory
	37.007A2A3	Sex Assault	Mandatory
	37.007A2B	Arson	Mandatory
	37.007A2C1	Murder	Mandatory
	37.007A2C2	Capital Murder	Mandatory
	37.007A2C3	Attempted Murder	Mandatory
	37.007A2D	Indecency With A Child	Mandatory
	37.007A2E	Aggravated Kidnapping	Mandatory
	37.007A2F	Aggravated Robbery	Mandatory
	37.007A2G	Manslaughter	Mandatory
	37.007A2H	Criminally Negligent Homicide	Mandatory
	37.007A2I	Continuous Sex Abuse Of A Young Child Or Children(PC 21.02)	Mandatory
	37.007A3	Felony Drug	Mandatory
	37.007B1D	False Alarm	Discretionary
	37.007B1E	Terroristic Threat	Discretionary
	37.007B2A1	Misdemeanor Marijuana	Discretionary
	37.007B2A1B	Misdemeanor Controlled Substance	Discretionary
	37.007B2A2	Misdemeanor Dangerous Drug	Discretionary
	37.007B2A3	Misdemeanor Alcohol	Discretionary
	37.007B2B	Glue Or Aerosol Paint	Discretionary
	37.007B2CA	Assault On A Teacher	Discretionary
	37.007B2CB	Assault On An Employee	Discretionary
	37.007B2D	Deadly Conduct	Discretionary
	37.007B3A	Non-School Student On Student [EC 37.007 (a)(2)(A)]	Discretionary
	37.007B3B	Non-School Student On Student [EC 37.007 (a)(2)(C)]	Discretionary

Contract No. ISD196
Independent School Districts
Bexar County Juvenile Justice Alternative Education Program
August 1, 2020– July 31, 2021

37.007B3C	Non-School Student On Student [EC 37.007 (a)(2)(F)]	Discretionary
37.007B4	'On or Within 300 Ft' Rule- Mandatory Offense [EC 37.007(b)]	Discretionary
37.007B5	Breach Of Computer / Computer Hacking	Discretionary
37.007C	Serious Misbehavior	Discretionary
37.007D	Retaliation	Mandatory
37.007D(D)	Retaliation	Discretionary
37.007E	Federal Firearm	Mandatory
37.007F	Felony Criminal Mischief	Discretionary
37.309	Registered Sex Offender	Other
PROBC01	Probation Placement	Other
PROBC02	Court Order	Other
37.0081A	Title 5 Felony Criminal Homicide (EC 37.0081)	Discretionary
37.0081B	Title 5 Felony Murder (EC 37.0081)	Discretionary
37.0081C	Title 5 Felony Capital Murder (EC 37.0081)	Discretionary
37.0081D	Title 5 Felony Manslaughter (EC 37.0081)	Discretionary
37.0081E	Title 5 Felony Criminal Negligent Homicide (EC 37.0081)	Discretionary
37.0081F	Title 5 Felony Unlawful Restraint (EC 37.0081)	Discretionary
37.0081G	Title 5 Felony Kidnapping (EC 37.0081)	Discretionary
37.0081H	Title 5 Felony Aggravated Kidnapping (EC 37.0081)	Discretionary
37.0081I	Title 5 Felony Unlawful Transport (EC 37.0081)	Discretionary
37.0081J	Title 5 Felony Trafficking Of Persons (EC 37.0081)	Discretionary
37.0081K	Title 5 Felony Indecency With A Child (EC 37.008)	Discretionary
37.0081L	Title 5 Felony Improper Photography Or Visual Recording (EC 37.0081)	Discretionary
37.0081M	Title 5 Felony Assault (EC 37.0081)	Discretionary
37.0081N	Title 5 Felony Sexual Assault (EC 37.0081)	Discretionary
37.0081O	Title 5 Felony Coercing, Soliciting, Or Inducing Gang Membership (EC 37.0081)	Discretionary
37.0081P	Title 5 Felony Aggravated Assault (EC 37.0081)	Discretionary
37.0081Q	Title 5 Felony Aggravated Sexual Assault (EC 37.0081)	Discretionary
37.0081R	Title 5 Felony Injury To A Child, Elderly Individual, Or Disabled Individual(EC 37.0081)	Discretionary
37.0081S	Title 5 Felony Abandoning Or Endangering Child (EC 37.0081)	Discretionary
37.0081T	Title 5 Felony Deadly Conduct (EC 37.0081)	Discretionary
37.0081U	Title 5 Felony Terrorist Threat (EC 37.0081)	Discretionary
37.0081V	Title 5 Felony Aiding Suicide (EC 37.0081)	Discretionary
37.0081W	Title 5 Felony Tampering With Consumer Product (EC 37.0081)	Discretionary
37.0081X	Title 5 Felony Harassment By Persons In Certain Correctional Facilities; Harassment Of Public Servant (EC 37.0081)	Discretionary
37.0081Y	Title 5 Felony Aggravated Robbery (EC 37.0081)	Discretionary
DOI	Offense Identified in District of Innovation (DOI) Plans Provided by Sending ISD*	Discretionary
PC46.03	Places Weapons Prohibited: Location-Restricted Knife (PC 46.03) (Students at least 18 years of age, or for students of any age, if the offense occurs at a restricted location.)*	Discretionary
37.0052	Placement or Expulsion of Student Who Has Engaged in Certain Bullying Behavior*	Discretionary



2019-20202020-2021 MEMORANDUM OF UNDERSTANDING

**BEXAR COUNTY JUVENILE BOARD
AND
INDEPENDENT SCHOOL DISTRICT**

I. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Bexar County Juvenile Board (Juvenile Board), a political subdivision of the State of Texas, and the Independent School District (School District), a political subdivision of the State of Texas, agreeing to and executing this MOU. It establishes roles and responsibilities relating to the Bexar County Juvenile Justice Alternative Education Program (JJAEP). This MOU is required by the Texas Education Code (TEC), and is in compliance with the requirements set out in Grant P of the Texas Juvenile Justice Department funding contract with the Juvenile Board. All referenced attachments are incorporated into the MOU as if fully set forth herein.

II. STUDENT ELIGIBILITY

Students will be assigned to the Bexar County JJAEP at the Bexar County Juvenile Justice Academy (JJA) only as set forth by the provisions of this MOU.

A. Factors Considered Prior to Expulsion. Pursuant to the TEC, the School District's Student Code of Conduct must specify that consideration will be given, as a factor in each decision concerning placement in JJA, regardless of whether the expulsion is discretionary or mandatory, to:

1. Self-defense;
2. Intent or lack of intent at the time the student engaged in the conduct;
3. A student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services; or
6. A student's status as a student who is homeless.

A.B. Discretionary Expulsions. Students may be assigned to the JJA when they have been expelled from the School District for committing one of the offenses deemed to be a discretionary expulsion or placement by the TEC.

B.C. Mandatory Expulsion. Students shall be assigned to the JJA when they have been expelled from the School District for committing one of the offenses deemed to require a mandatory expulsion under the TEC.

1. Prerequisites. For a student to remain designated as a Mandatory Expulsion, all of the

following requirements must be met:

- a. Offense Report. The School District must have an offense report prepared by a law enforcement agency for the alleged incident upon which the expulsion is based.
 - b. Filing the Offense Report. The offense or investigative report must be filed by the School District with the JJA, the Juvenile Probation Department and the District Attorney's Office. Until the offense report is filed, the student will not be designated a Mandatory Expulsion, and the Juvenile Board may bill the School District for that student at the Discretionary Expulsion rate.
2. Additional Information. If the law enforcement agency report or complaint does not describe conduct that rises to the level of a Mandatory Expulsion offense, the JJA Administrator may require the School District to provide additional information to support the designation of Mandatory Expulsion.
 3. Reclassification. In the event a student fails to qualify as a Mandatory Expulsion, that student will be classified as a Discretionary Expulsion, and the School District will be billed for the student at the Discretionary Expulsion rate from the date of enrollment. The JJA will advise the Bexar County Auditor's Office of the student's correct status so that the status is accurately reflected in the School District's bill.
 4. Waiver. If a student fails to meet Texas Juvenile Justice Department (TJJD) eligibility requirements for funding as a Mandatory Expulsion, the School District may request a waiver. A written waiver request must be directed to the JJA Administrator. The waiver request must:
 - a. State the reason the student was expelled from the home campus;
 - b. State the reason the student does not meet the TJJD funding eligibility requirements;
 - c. Be filed with the JJA Administrator on the form set forth in **Attachment A**; and
 - d. Be filed within ten (10) business days of the date the School District is made aware of the ineligibility as a Mandatory Expulsion. The JJA Administrator may deny untimely waiver requests.
 5. Eligibility Determination. The JJA Administrator will forward the School District's written request to TJJD and advise the School District if the waiver request is granted or denied by TJJD. The Juvenile Board will bill the School District for that student at the Discretionary Expulsion rate until notified by TJJD that the student is deemed eligible to receive TJJD funding under the Mandatory Expulsion category.

C.D. Court-ordered Placements. Students may be placed in the JJA by a Court when they have been adjudicated for delinquent conduct or conduct indicating a need for supervision. The School District will not be responsible for payment for these students unless they have been expelled by the School District; however, the School District is responsible for providing special education services, as articulated in the students' Individualized Education Programs (IEPs)/ Individualized Accommodation Plan (IAPs) and/or Behavior Intervention Plan (BIPs) when such services are not provided by the JJA.

D.E. Registered Sex Offenders. Students who are publicly registered sex offenders and residents of Bexar County may be placed by the school district in the JJA as provided in the TEC and in accordance with the conditions set out in Section III.B.4 of this MOU. Only students who are Bexar County residents may be placed in the JJA under this provision.

E.F. Maximum Capacity Rules. Based on student instructional capacity and safety and security issues, the Juvenile Board has set a maximum student enrollment of ~~350~~250 students at the JJA (Maximum Capacity). If student enrollment reaches ~~300~~200, the following rules will apply:

1. JJA Administrator will notify the School District of current enrollment, allocation of spaces, and number of out-of-county students. The School District will be allocated a total number of non-Mandatory Expulsion spaces for Bexar County residents (to include all categories of Discretionary Expulsions and placements) commensurate with that district's percent of Bexar County's total student population in grades 5 - 12. These population figures will be extracted from the prior year's Public Education Information Management Systems (PEIMS) enrollment (snapshot) figures.
2. When the School District has reached its allocated number of spaces, it must withdraw a student in order to enroll a new student if the district would otherwise exceed the assigned number of discretionary spaces.
3. The School District may negotiate directly with other districts for unused spaces. The maximum enrollment may be re-defined from time to time as deemed appropriate by the JJA. Notification of these space arrangements between districts will be communicated in writing to the JJA Administrator prior to the assignment of the student. Cancellation or modification of these agreed spaces will be the responsibility of the participating school districts; however the maximum total space assignments cannot be exceeded.

F.G. Maximum Capacity Procedure. Once Maximum Capacity is reached, the following procedures will apply:

1. All students at the JJA who are out-of-county residents shall be returned to the sending school district.
2. The JJA Administrator will determine at the end of each month, based on projected withdrawals and enrollments, whether to continue the excess Maximum Capacity procedure.

G.H. Out-of-County Students. This MOU applies only to students who are Bexar County residents, except as provided in this section. An expelled student who resides in a county other than Bexar, or who resides in Bexar County but attends a school in a district outside Bexar County, may attend the JJA only under the following conditions:

1. Eligibility for placement at the JJA is subject to the Maximum Capacity procedures described above.
2. The School District shall pay the applicable Discretionary Expulsion rate in accordance with section VII.B or VII.C of this MOU, unless the student is a Mandatory Expulsion and eligible for TJJD funding.

3. In order for a Mandatory Expulsion student to be eligible for TJJD funding,
 - a. The respective School District and the Juvenile Board for the county where the student resides must have signed this MOU, and a copy of the MOU must have been provided to TJJD; and
 - b. JJA must obtain written approval from TJJD for funding of the particular student, using the Out-of-County Form, TJJD-JJAEP-~~02-04~~005.
4. TJJD funding is only available for 90 actual attendance days for out-of-county students attending the JJA. After 90 days, the School District is responsible for payment at the applicable Discretionary Expulsion rate in accordance with section VII.B or VII.C.
5. In order to manage JJA student population within the Maximum Capacity, JJA will prioritize admission to students who are Bexar County residents. No provision of this MOU creates an entitlement for any out-of-county student to attend JJA.
6. This MOU complies with TJJD's JJAEP Grant guidelines regarding students from counties other than Bexar.

H.I. Adult Students. A student who is 17 years or older (Adult Student) is not eligible for juvenile probation services unless the student was on juvenile probation at the time of enrollment. In the event an Adult Student does not meet the JJA program behavior expectations as determined by the JJA Administrator, the student shall be returned to the School District for disposition.

III. STUDENT PLACEMENT

- A. Intake. Upon expulsion or decision on placement, the School District must contact the JJA for a time and date for an intake interview. The School District must also inform the JJA of the reason for expulsion or placement, term (i.e., number of days) and whether the student has been identified as requiring special education services and/or native language instruction. The time, date and place of the intake at the JJA shall be included in the notice of expulsion sent to the student as well as in the notice of expulsion form provided to the JJA Administrator and the Bexar County Juvenile Probation Department. If the student is a juvenile, the School District shall notify parents in writing that their child will be referred to the Bexar County Juvenile Probation Department and be assigned a probation officer.
- B. Term of Assignment to the JJA. The expulsion or placement order by the School District shall specify the number of days or term of the expulsion or placement. For the purpose of this MOU, 180 enrolled instructional days is a year (Year) and the following term rules shall apply:
 1. Mandatory Expulsions. A student's original term of expulsion for a mandatory offense may not exceed one calendar year. A student's total assignment to the JJA for a Mandatory Expulsion may not exceed a Year. An exception may be granted for the expulsion of a student who brings a firearm to school. A student expelled from the student's regular campus for a period of one calendar year in accordance with federal law may be assigned to the JJA for a calendar year.
 2. Discretionary Expulsions and Placements. In no event will a student be assigned to the JJA for more than one Year for a Discretionary Expulsion, or for a placement of student due to a

Title 5 felony offense, involvement in sexual assault, or registration as a sex offender. The one Year maximum term of assignment is cumulative, whether or not it is continuous and whether or not imposed by different school districts. For example, a student may be expelled to the JJA for a Title 5 felony offense for a maximum of one Year, regardless of which subsection of TEC may be employed for expulsion or, in the event of change in school districts, which school district initiates the expulsion. Also, the maximum cumulative term of placement at the JJA of a student who is a registered sex offender is one Year total, regardless of which school districts may have assigned the student to the JJA.

3. Title 5 Felony Offenses. A student who is assigned to the JJA due to a Title 5 felony offense shall be returned to the sending School District upon the first of these events to occur:
 - a. The charges are dismissed or reduced to a misdemeanor offense;
 - b. The student is acquitted;
 - c. The student completes the term of placement;
 - d. The student is assigned to another program;
 - e. The student’s assignment to the JJA reaches 180 enrolled instructional days; or
 - f. The student graduates from high school.

4. Registered Sex Offenders. Initial placement of a registered sex offender to the JJA is to be for at least 90 enrolled instructional days (Semester) for an offender on probation, and may be up to one Semester for an offender not on probation. Placement must be reviewed at the end of the first Semester of placement. A registered sex offender placed at the JJA whose residence is outside Bexar County will be immediately returned to the sending district. If it is determined by the committee convened by the School District that a registered sex offender assigned to the JJA should remain in alternative placement, then when that student’s term at the JJA reaches one Year, that student will be returned to the School District.

5. Student Releases. The JJA staff may recommend expulsion term extensions for students who do not satisfactorily complete the JJA program. The final determination to extend a student’s expulsion term is that of the home School District. A student’s assignment to the JJA shall terminate at the earliest of one of the following dates:
 - a. Successful completion of the expulsion term;
 - b. One of the seven “Exit Reasons” described in Texas Juvenile Justice Department regulations:
 - 1) Completed program / returned to home school while on probation.
 - 2) Completed program/ term of probation expired.
 - 3) Completed program/ term of placement expired.
 - 4) GED completion.
 - 5) Graduated.
 - 6) Left program incomplete.
 - 7) Other – left program for non-delinquency reason such as moved, death, or medical reason.
 - c. For a student placed at the JJA for a Title 5 felony offense, any event described above in paragraph III.B.3; or

- d. The student’s assignment to the JJA reaches 180 enrolled instructional days.

IV. SPECIAL EDUCATION

- A. Students with Disabilities. For students who commit an offense and have been identified by the School District as having a disability the following procedures apply:

1. The student may be expelled from the School District only after a duly constituted Admission, Review and Dismissal (ARD)/Section 504 Manifestation Determination Review (“MDR”) meeting. The requirement to have a MDR does not apply only if the student:
 - a. Has been identified by the School District as having a disability under Section 504;
 - b. Was referred the BCJJA for an offense that pertains to the use or possession of illegal drugs or alcohol; and
 - ~~a.c.~~ The student is currently engaging in the illegal use of drugs or in the use of alcohol.
2. A student that is eligible for services from the district’s special education department or under Section 504 may be expelled only if the ARD/Section 504 committee determines that the alleged offense is not a direct and substantial manifestation of the student’s disability or a failure to deliver the program of services and supports in accordance with applicable state and federal laws.
3. School District must invite the administrator of the JJA or the administrator's designee to an ARD committee meeting convened to discuss the expulsion of a special education student. School District must provide written notice of the meeting at least five (5) school days before the meeting or a shorter timeframe agreed to by the student’s parents. A copy of the student’s current IEP must be provided to the JJA representative with the notice.
4. If the JJA Administrator or designee is unable to attend the ARD/Section 504 committee meeting, the JJA representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls. The JJA representative may participate in the meeting to the extent that the meeting relates to the student’s placement in the JJA and implementation of the IEP/IAP and/or BIP in the JJA.
5. Students with disabilities assigned to the JJA will be provided educational services as determined by the ARD/Section 504 committee, and articulated in the IEP/IAP and/or BIP, such that the student receives a free and appropriate public education as defined by federal and state laws, and as further provided herein. The IEP/IAP and/or BIP must delineate the projected date for the beginning of services, personnel who will provide direct and/or related services, the anticipated frequency, location and duration of services, and accommodations or modifications for the term of the student’s tenure at the JJA.
6. Ultimately, the School District is responsible to ensure that appropriate programs and services, as articulated in a student’s IEP/IAP and/or BIP, are provided at the JJA continuously and without disruption. The Juvenile Board is not responsible for the provision of special education services. All related services articulated in students’ IEP/IAPs must be provided by the School District with the exception of counseling. Related services include speech therapy, occupational therapy, physical therapy, special transportation, in-home/parent training, and sign language interpreters. Counseling

services available at the JJA are provided by Communities in Schools - San Antonio. The JJA will have special education services and personnel as a portion of the normal operation of the JJA. The JJA will provide a copy of each special education student's schedule within five (5) school days of a School District's request.

7. If after a special education student is placed at the JJA the JJA Administrator provides written notice to the school district of specific concerns that the student's educational or behavioral needs cannot be met in the JJA, an ARD committee meeting must be convened to reconsider placement of the student in the JJA. School District must invite the JJA administrator or the administrator's designee to the meeting and must provide written notice of the meeting at least five (5) school days before the meeting or a shorter timeframe agreed to by the student's parents. If the JJA representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means, including conference telephone calls. The JJA representative may participate in the meeting to the extent that the meeting relates to the student's continued placement in the JJA.
- B. Students with Suspected Disabilities. If a student assigned to the JJA is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, the following procedures apply:
1. The School District's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary.
 2. The JJA staff will assist with the completion of the necessary referral documents. Any student determined to qualify for services and protection under IDEIA or Section 504, shall be afforded all lawfully required services and protections by the School District to the extent that the JJA cannot provide the service and the School District is notified of the need to provide the service.
- C. English as a Second Language (ESL)/Bilingual Students. If a student has been identified as a second language learner, whether general or special education, the following procedures apply:
1. School District must obtain appropriate documentation from the Language Proficiency Assessment Committee (LPAC) relative to the following:
 - a. The student's dominant oral and written language;
 - b. The student's level of oral and written language proficiency; and
 - c. Type, level, frequency and duration of instruction and/or support services.
 2. The School District may provide, upon availability, training to JJA personnel to facilitate accommodations necessary for English Language Learners.
 3. The JJA will provide direct instruction by a certified Bilingual/ESL teacher.
- D. Change of Residence. Students receiving special education or Section 504 services prior to their expulsion and who change residence to another school district served by the JJA will continue to be the responsibility of the sending School District until the student has completed the JJA assignment and/or enrolled in the new School District.

- E. Accountability. Accountability for students placed at the JJA shall remain with the student's school district of residence. The eligibility folder will stay with the expelling School District and a working folder will be sent to the JJA prior to the intake appointment.
- F. Addressing Concerns. After placement of a student in the JJA, if the JJA has concerns that the student's educational or behavioral needs cannot be met in the JJA program, the JJA shall provide written notice of the specific concerns to the School District. The School District will conduct an ARD/Section 504 committee meeting to reconsider the placement of the student into the JJA and to avoid disruption of services and/or an improper placement. The School District is responsible for providing notice to the JJA and to the parent of the ARD/Section 504 committee meeting in compliance with federal and state law and advising them of the specified time and location of the ARD/Section 504 committee meeting. Whenever possible, the ARD/Section 504 committee meetings for students enrolled at the JJA should be held at the JJA site and scheduled at a time that enables the home campus representative to be present. If the home campus representative is unable to attend the ARD/Section 504 committee meeting in person, alternate means of communication shall be made available so that the home campus representative may participate in the meeting.
- G. Notices. The notices required in this Article IV must be provided in the native language of the parent or mode of communication used by the parent, in compliance with federal law. The term 'native language' when used with reference to an individual of limited English proficiency, means the language used by the individual, or in the case of the child, the language normally used by the parents of the child.

V. RECORDS

- A. 24 Hours. The School District shall report any expulsion notice within 24 hours (not to include weekends or school holidays) after the expulsion hearing to:
 - 1. The JJA Administrator; and
 - 2. The Bexar County Juvenile Probation Department (or the respective juvenile probation department in which the student resides if other than Bexar County).
- B. Expulsion Notice and Order. The School District shall record the expulsion on the form set forth in **Attachment B**, marking the box for the specified offense, describing the offense with sufficient detail to properly assess that it is an expellable offense, and submitting the form to the JJA. The School District shall also provide the JJA with a copy of the Expulsion order.
- C. Referral. The School District must refer all Mandatory Expulsions to the District Attorney's Office and the Bexar County Juvenile Probation Department. In addition, the School District shall, on a timely basis, provide to the Juvenile Probation office or the Juvenile section of the District Attorney's office as appropriate, all other referral information required by the Texas Family Code. The School District shall provide the JJA the necessary verification of submission of referrals to all necessary agencies.
- D. Police Reports. In a Mandatory Expulsion, the School District must also provide JJA with a copy of the police report. The School District shall provide the Juvenile Board with the necessary verification of submission of the police report(s) to all necessary agencies.

- E. Title 5 Felony Offenses. In a Discretionary Expulsion of a student for a Title 5 felony offense under TEC, the School District must provide police reports, court orders, or juvenile probation department documents sufficient to establish eligibility for assignment to the JJA under that provision.
- F. Students Involved in Sexual Assault. In placing a student pursuant to the statute providing for transfer of students involved in sexual assault, the School District must provide documents sufficient to establish eligibility for assignment to the JJA under that provision.
- G. Registered Sex Offenders. In placing a student identified as a registered sex offender under TEC Chapter 37 Subchapter I, the School District must provide documents sufficient to establish eligibility for assignment to the JJA under that provision.
- H. Student Records. The School District must forward copies of the following records to the JJA for each student:
 - 1. Special education records, to include:
 - a. The most recent ARD/IEP/IAP/BIP manifestation determination review;
 - b. The most recent comprehensive individual assessment that documents eligibility for special education services and the list of modifications and/or complementary aids conducive to advancement towards annual and short-term goals and objectives; and
 - c. Recommendations for the current year's assessment.
 - 2. State standardized test information;
 - 3. The student's academic achievement records (e.g. report card);
 - 4. The student's immunization records; and
 - 5. Information regarding the student's National School Lunch Program status.
- I. Time Due. A student's records must be provided to the JJA by the School District on or before the date of the intake interview.
- J. Enrollment Notification. A student's enrollment record form/notification to include the student's date of enrollment at JJA must be sent to the home School District by JJA within 24 hours (not to include weekends or school holidays) of the student's enrollment date.
- K. Change of Residence. JJA will inform both School Districts, as appropriate, of a student's change of residency based on a review of appropriate proof of residency documents, and will provide the new School District with said proof of residency documents within 48 hours (not to include weekends or school holidays) of informing of change of residence. The student shall continue to be enrolled with the expelling School District if either the expelling or new School District wishes to continue the term of expulsion. Each School District and JJA will continue to be responsible for compliance with the current provisions of this MOU.

- L. Grades. The JJA will submit to the School District the grades for all students' academic work and/or completion of courses while enrolled at the JJA. The School District will make the final determination as to a student's promotion or retention, award of credits, and graduation.

VI. ADMINISTRATION OF STATE-MANDATED ASSESSMENTS

- A. Responsibilities. All state-required standardized tests will be administered to students enrolled at the JJA. The following responsibilities are assigned for administration of the tests:
1. Test Coordinator. JJA will have a trained and sworn Testing Coordinator who will serve as the point of contact with the School Districts for the administration of state-required standardized tests to students enrolled at the JJA. Each year, the JJA will provide all School Districts with the Testing Coordinator's name and contact information.
 2. List of Students. JJA staff will provide the School District with a list of all students from that district enrolled at the JJA at least ten (10) school days prior to the date of administration of state-required standardized tests.
 3. Student Testing Materials. The School District is responsible for securing, coding and delivering all testing materials to the JJA Administrator or designee a minimum of three (3) school days before the day of standardized test administration. The School District may also provide additional student testing materials to cover students that enroll after the list of students was provided to the School District. The School District will provide to the JJA access, limited to students enrolled at the JJA, to administer, as necessary, online testing.
 4. Accommodations. The School District will assist the JJA staff to ensure implementation of accommodations articulated in the IEP/IAPs and/or BIPs for standardized testing, as appropriate, for students receiving special education services and speakers of languages other than English. If the accommodations exceed what the JJA can reasonably implement, the School District remains responsible for ensuring that the student has access to the necessary accommodations by whatever means the School District deems most appropriate.
 5. Retrieving Completed Testing Materials. The JJA is responsible for making necessary arrangements to retrieve all completed student testing materials attributed to the School District's students enrolled at the JJA.
 6. Obtaining and Submitting Testing Materials. The School District is responsible for obtaining the completed student testing materials from the JJA, and is also responsible for submitting all completed student testing materials to the appropriate TEA contracted agent.
 7. Student Success Initiatives. The JJA will assist School District in meeting student success initiatives mandated by state law. This assistance does not include the hiring of additional staff.

VII. FUNDING AND BILLING

- A. Mandatory Expulsions. Funding for Mandatory Expulsions will be provided by the Texas Juvenile Justice Department for those students who meet the prescribed TJJD eligibility requirements. School District will pay for a student at the Discretionary Expulsion rate listed in Section VII.B. herein until the offense report is filed with the JJA, the Bexar County Juvenile Probation Department and the appropriate District Attorney's Office.
- B. Discretionary Expulsions. For students who are Discretionary Expulsions pursuant to TEC, the School District shall pay the rate of \$135.85 per student per day of attendance at the JJA. A student is considered to be in "attendance at the JJA" for the purposes of this Agreement if they are receiving tele-education services. This rate may be modified by the Juvenile Board during the term of this MOU.
- C. Title 5 Felony Discretionary Expulsions. For students who are Title 5 felony Discretionary Expulsions pursuant to TEC, School District shall pay in the same manner as for other Discretionary Expulsions, except that the rate for this category of expulsion is based on the actual operational cost as determined by the Juvenile Board based upon its most recent annual audit, and will not exceed the rate set out in paragraph VII.B above.
- D. Registered Sex Offenders. For students who are placed at the JJA as registered sex offenders under TEC Chapter 37, School District shall pay at the same rate as for Discretionary Expulsions, which is \$135.85 per student per day of attendance.
- E. Disallowed Mandatory Expulsions. For a student who was expelled for a Mandatory Expulsion offense but who, because of the terms of the TJJD funding contract and as outlined in this MOU, was disallowed Mandatory Expulsion status, the School District shall pay the Discretionary Expulsion rate of \$135.85 per student per day of attendance from the date of enrollment.
- F. Continuing Responsibility. In the event a student changes residence to another school district served by JJA after being expelled, and prior to completing the expulsion term, the student shall remain the financial responsibility of the expelling School District for the JJA daily attendance rate.
- G. Date of Invoice. The Juvenile Probation Fiscal Office will issue an invoice within thirty (30) business days after the end of each month. The invoice will provide the name of each student and the number of days the student attended.
- H. Payment. The School District shall make payment to the Juvenile Board through the Bexar County Auditor. Payment for the full amount hereunder shall be made payable to Bexar County and payment made at the Bexar County Auditor's Office at 101 W. Nueva, Suite 800, San Antonio, TX 78205-3445 within thirty (30) days after the invoice is received by the member School District. The Juvenile Probation Fiscal Office shall send the invoice to the address listed on the signature page of this MOU.

VIII. TRANSPORTATION

- A. School District's Responsibility. Transportation of students to and from the JJA shall be the sole responsibility of the School District. The School District is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJA. The School District shall provide all necessary security at the student pick up/drop off location(s).

- B. Change of Residence. In the event a student expelled by a School District changes residence to another school district served by JJA after being expelled and prior to completing the expulsion term, the new school district is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJA.

IX. TRANSITION

- A. Transition File. Approaching completion of his/her term at the JJA, JJA staff will send the School District a transition file that includes:
 - 1. The student's grades converted to numeric scores; when requested by the School District, course completions will be reported;
 - 2. A behavior summary, recommendations and comments that suggest placement options that the JJA staff deems appropriate for the student returning to his/her home campus;
 - 3. Attendance information; and
 - 4. Other recommendations and comments.

X. ADVISORY BOARD

- A. Authority. The Juvenile Board has authorized an Advisory Board to provide a forum for representatives of the Juvenile Board, the school districts and the organizations supporting the JJA to meet and discuss issues related to the operation of the JJA.

- B. Procedure. Each School District shall designate a representative to serve on the Advisory Board. The Advisory Board shall include representatives of at least five (5) school districts, as elected by representatives of the school districts, at a meeting called by the Administrator for the Juvenile Board. The School District hereby agrees to participate in the election of said Advisory Board and, if elected to serve, will do so.

XI. PARTIAL INVALIDITY

If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, or rendered as such by a change to applicable state and/or federal law, the remaining provisions shall continue in full force and effect.

XII. TERM

This Agreement supersedes all prior MOU agreements between these parties and shall be in effect from August 1, ~~2019~~2020 through, and including, July 31, ~~2020~~2021. This Agreement shall renew automatically each year on August 1st, unless notice of a party's intent not to renew is sent to the other party prior to July 1st of that year.

The Bexar County Juvenile Board and the School District may modify this Agreement under terms as specified in a written addendum to be signed by both parties. In response to COVID-19, JJA may issue an Addendum modifying the provisions set forth in this MOU. JJA will provide School District with a copy of the addendum. The terms and conditions of the updated Addendum will supersede the provisions of any previous Addendum.

XIII. INTEGRATION

This MOU, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party that is not contained herein shall be of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

AGREED AND FULLY EXECUTED ON THE LATEST DATE RECORDED BELOW.

INDEPENDENT SCHOOL DISTRICT

School District: _____

Signature: _____ Date: ____/____/____

Printed Name: _____

Title: _____

The Juvenile Probation Fiscal Office shall send invoices to the following address:

Name: _____

Address: _____ State: _____ Zip Code: _____

If required by School District:

_____ **COUNTY JUVENILE BOARD**

Signature: _____ Date: ____/____/____

Printed Name: _____

Title: Juvenile Board Chair

BEXAR COUNTY JUVENILE BOARD

By: _____

JUDGE LISA K. JARRETT
Juvenile Board Chair

Date: ____/____/____

ATTACHMENT A



**BEXAR COUNTY JUVENILE JUSTICE ACADEMY
 STUDENT FUNDING WAIVER REQUEST**

Police Report Requirement

The Texas Juvenile Justice Department (TJJJ) reserves the right to provide funding for students remanded to juvenile justice alternative education programs who do not meet the basic requirements found in TJJJ’s State Financial Assistance Contract. This form serves as your request of waiver to the police report requirement and should be faxed to the JJA Administrator at (210) 335-8549. Your request will be forwarded to TJJJ and you will be notified of TJJJ’s response once it is received by the JJA Administrator’s office.

SCHOOL DISTRICT:	SCHOOL OFFICIAL:	
PHONE:	FAX:	DATE:
STUDENT:	DOB:	
Describe offense in some detail:		
Reason for request of waiver:		

FOR TJJJ STAFF ONLY

The request for waiver received in this office on _____ is ____ Granted ____ Denied.		
If denied, please specify reason: _____		
_____ Signature	_____ Position	_____ Date

ATTACHMENT B



**BEXAR COUNTY JUVENILE JUSTICE ACADEMY
 REFERRAL OF CHILD AFTER EXPULSION**

To: Juan Vega, JJAEP Clerk 1402 N. Hackberry San Antonio, TX 78208	Phone: 210-335-8524 Fax: 210-335-8549 E-mail: jvega@bexar.org
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Pursuant to Texas Family Code §52.041 and Texas Education Code (TEC) §37.010, the following report is being made to the Juvenile Court regarding the expulsion of the student named below.

School District: _____ **School Official/Hearing Officer:** _____

Telephone: _____ **Fax:** _____ **Date of Hearing:** _____

Student:	Age:	Grade:	DOB:	SNN:
Special Programs:	Yes _ No_ Specify:		TSDS#	
Campus Address:				
Parent's Name:				
Parent's Address:				
County of residence (if other than Bexar):				
Telephone #s	Work: (210)	Home: (210)	Cell: (210)	
Date Expelled:	Number of Instructional Days Expelled:		Proposed Return Date:	
Describe offense in some detail:				
Parent is aware and understands that child may be assigned a probation officer (PO) by the probation department: Yes _ No _ If not, why not?				
National School Lunch Program: Free Reduced None (Circle appropriate Program)				
Date Intake requested:	Intake Scheduled on		at	AM/PM

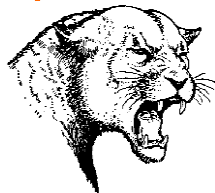
Please check offense for which student is being referred:

20~~19~~18/~~2019~~ and 20~~20~~19/~~2120~~ School Years

✓	Offense Code	Offense Description	Offense Type
	37.007A12A	Unlawful Weapon: Handgun [Penal Code (PC) 46.02 (a)] [Education Code (EC) 37.007 (a)(1)]	Mandatory
	37.007A12B	Unlawful Weapon: Location-Restricted Knife [PC 46.02 (a)] [EC 37.007 (a)(1)] (For students under the age of 18.)	Mandatory
	37.007A12C	Unlawful Weapon: Club [PC 46.02 (a)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15A	Prohibited Weapon: Explosive Weapon [PC 46.05 (a)(1)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15B	Prohibited Weapon: Machine Gun [PC 46.05 (a)(2)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15C	Prohibited Weapon: Short-Barrel Firearm [PC 46.05 (a)(3)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15D	Prohibited Weapon: Firearm Silencer [PC 46.05 (a)(4)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15E	Prohibited Weapon: Knuckles [PC 46.05 (a)(5)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15F	Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05 (a)(6)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15G	Prohibited Weapon: Chemical Dispensing Device [PC 46.05 (a)(7)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15H	Prohibited Weapon: Zip Gun [PC 46.05 (a)(8)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15I	Prohibited Weapon: Tire Deflation Device [PC 46.05 (a)(9)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15J	Prohibited Weapon: Improvised Explosive Device [PC 46.05 (a)(7)] [EC 37.007(a)(1)]*	Mandatory
	37.007A2A1	Aggravated Assault	Mandatory
	37.007A2A2	Aggravated Sex Assault	Mandatory
	37.007A2A3	Sex Assault	Mandatory
	37.007A2B	Arson	Mandatory
	37.007A2C1	Murder	Mandatory
	37.007A2C2	Capital Murder	Mandatory
	37.007A2C3	Attempted Murder	Mandatory
	37.007A2D	Indecency With A Child	Mandatory
	37.007A2E	Aggravated Kidnapping	Mandatory
	37.007A2F	Aggravated Robbery	Mandatory
	37.007A2G	Manslaughter	Mandatory
	37.007A2H	Criminally Negligent Homicide	Mandatory
	37.007A2I	Continuous Sex Abuse Of A Young Child Or Children(PC 21.02)	Mandatory
	37.007A3	Felony Drug	Mandatory
	37.007B1D	False Alarm	Discretionary
	37.007B1E	Terroristic Threat	Discretionary
	37.007B2A1	Misdemeanor Marijuana	Discretionary
	37.007B2A1B	Misdemeanor Controlled Substance	Discretionary
	37.007B2A2	Misdemeanor Dangerous Drug	Discretionary
	37.007B2A3	Misdemeanor Alcohol	Discretionary
	37.007B2B	Glue Or Aerosol Paint	Discretionary
	37.007B2CA	Assault On A Teacher	Discretionary
	37.007B2CB	Assault On An Employee	Discretionary
	37.007B2D	Deadly Conduct	Discretionary
	37.007B3A	Non-School Student On Student [EC 37.007 (a)(2)(A)]	Discretionary

	37.007B3B	Non-School Student On Student [EC 37.007 (a)(2)(C)]	Discretionary
	37.007B3C	Non-School Student On Student [EC 37.007 (a)(2)(F)]	Discretionary
	37.007B4	'On or Within 300 Ft' Rule- Mandatory Offense [EC 37.007(b)]	Discretionary
	37.007B5	Breach Of Computer / Computer Hacking	Discretionary
	37.007C	Serious Misbehavior	Discretionary
	37.007D	Retaliation	Mandatory
	<u>37.007D(D)</u>	<u>Retaliation</u>	<u>Discretionary</u>
	37.007E	Federal Firearm	Mandatory
	37.007F	Felony Criminal Mischief	Discretionary
	37.309	Registered Sex Offender	Other
	PROBC01	Probation Placement	Other
	PROBC02	Court Order	Other
	37.0081A	Title 5 Felony Criminal Homicide (EC 37.0081)	Discretionary
	37.0081B	Title 5 Felony Murder (EC 37.0081)	Discretionary
	37.0081C	Title 5 Felony Capital Murder (EC 37.0081)	Discretionary
	37.0081D	Title 5 Felony Manslaughter (EC 37.0081)	Discretionary
	37.0081E	Title 5 Felony Criminal Negligent Homicide (EC 37.0081)	Discretionary
	37.0081F	Title 5 Felony Unlawful Restraint (EC 37.0081)	Discretionary
	37.0081G	Title 5 Felony Kidnapping (EC 37.0081)	Discretionary
	37.0081H	Title 5 Felony Aggravated Kidnapping (EC 37.0081)	Discretionary
	37.0081I	Title 5 Felony Unlawful Transport (EC 37.0081)	Discretionary
	37.0081J	Title 5 Felony Trafficking Of Persons (EC 37.0081)	Discretionary
	37.0081K	Title 5 Felony Indecency With A Child (EC 37.008)	Discretionary
	37.0081L	Title 5 Felony Improper Photography Or Visual Recording (EC 37.0081)	Discretionary
	37.0081M	Title 5 Felony Assault (EC 37.0081)	Discretionary
	37.0081N	Title 5 Felony Sexual Assault (EC 37.0081)	Discretionary
	37.0081O	Title 5 Felony Coercing, Soliciting, Or Inducing Gang Membership (EC 37.0081)	Discretionary
	37.0081P	Title 5 Felony Aggravated Assault (EC 37.0081)	Discretionary
	37.0081Q	Title 5 Felony Aggravated Sexual Assault (EC 37.0081)	Discretionary
	37.0081R	Title 5 Felony Injury To A Child, Elderly Individual, Or Disabled Individual(EC 37.0081)	Discretionary
	37.0081S	Title 5 Felony Abandoning Or Endangering Child (EC 37.0081)	Discretionary
	37.0081T	Title 5 Felony Deadly Conduct (EC 37.0081)	Discretionary
	37.0081U	Title 5 Felony Terrorist Threat (EC 37.0081)	Discretionary
	37.0081V	Title 5 Felony Aiding Suicide (EC 37.0081)	Discretionary
	37.0081W	Title 5 Felony Tampering With Consumer Product (EC 37.0081)	Discretionary
	37.0081X	Title 5 Felony Harassment By Persons In Certain Correctional Facilities; Harassment Of Public Servant (EC 37.0081)	Discretionary
	37.0081Y	Title 5 Felony Aggravated Robbery (EC 37.0081)	Discretionary
	DOI	Offense Identified in District of Innovation (DOI) Plans Provided by Sending ISD*	Discretionary
	PC46.03	Places Weapons Prohibited: Location-Restricted Knife (PC 46.03) (Students at least 18 years of age, or for students of any age, if the offense occurs at a restricted location.)*	Discretionary
	37.0052	Placement or Expulsion of Student Who Has Engaged in Certain Bullying Behavior*	Discretionary

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT



"Proud of our past, dedicated to the present, committed to the Future"

MEMORANDUM

To: Medina Valley ISD Board of Trustees
From: Dr. Kenneth Rohrbach, Superintendent
Re: Budget Amendment
Date: August 14, 2020

The August Budget Amendment is being requested for multiple reasons:

1. Finance office calculated the end of year journal entries required to account for the end of year accruals for both payroll expenses and state revenue for the days of operation in August.
2. The district also must post the TRS On-Behalf journal entry for the entire year for the state's portion of the retirement benefits; this includes both revenue and expenses.
3. The last item is for fiscal year 2019-2020 the district is expected to have an estimated loss of \$600,000 in the Food Service Program. The available fund balance in the Food Service Program is \$433,942, which means the district is required to subsidize the program for the amount in excess of the fund balance available. The Budget amendment reflects an amount of \$300,000 as a maximum amount that could be transferred in case there are any unexpected expenses.

The amounts in the Budget Amendment do not reflect the current projected financial position as this is provided in the monthly financial reports. These amounts represent a not to exceed amount to ensure that we do not exceed any functional area which would be in violation of state budget requirements and would be a finding in the district's annual audit.

Recommendation: Approve the Budget Amendment.

**PROPOSED AUGUST BUDGET AMENDMENT
2019-20 GENERAL FUND**

	2019-2020 ADOPTED BUDGET (AS OF 9/01/19)	2019-2020 AMENDED BUDGET (AS OF 7/20/20)	2019-2020 CURRENT AMENDMENTS (AS OF 8/17/20)	2019-2020 AMENDED BUDGET (AS OF 8/17/20)
Estimated Revenues				
5700 LOCAL AND INTERMEDIATE REVENUES	\$ 22,174,000	\$ 22,174,000	\$ -	\$ 22,174,000
5800 STATE PROGRAM REVENUES	\$ 28,521,324	\$ 29,171,324	\$ 1,349,676	\$ 30,521,000
5900 FEDERAL REVENUES	\$ 330,000	\$ 780,000	\$ -	\$ 780,000
7900 OTHER SOURCES	\$ -	\$ -	\$ -	\$ -
Total Estimated Revenue	\$ 51,025,324	\$ 52,125,324	\$ 1,349,676	\$ 53,475,000
Appropriations				
11 INSTRUCTION	\$ 28,698,107	\$ 28,875,031	\$ 200,000	\$ 29,075,031
12 INSTRUCTIONAL RESOURCES/MEDIA SERVICES	\$ 456,329	\$ 556,329	\$ 25,000	\$ 581,329
13 CURRICULUM & INSTRUCTIONAL STAFF DEVELOPMENT	\$ 531,777	\$ 638,285	\$ 40,000	\$ 678,285
21 INSTRUCTIONAL LEADERSHIP	\$ 1,021,222	\$ 1,094,888	\$ 40,000	\$ 1,134,888
23 SCHOOL LEADERSHIP	\$ 2,389,050	\$ 2,640,550	\$ 25,000	\$ 2,665,550
31 GUIDANCE, COUNSELING & EVALUATION SERVICES	\$ 1,265,928	\$ 1,521,023	\$ 100,000	\$ 1,621,023
32 SOCIAL WORK SERVICES	\$ 327,569	\$ 352,569	\$ 40,000	\$ 392,569
33 HEALTH SERVICES	\$ 672,346	\$ 572,346	\$ 100,000	\$ 672,346
34 STUDENT (PUPIL) TRANSPORTATION	\$ 3,065,615	\$ 4,246,455	\$ (50,000)	\$ 4,196,455
35 FOOD SERVICE	\$ -	\$ -	\$ 60,000	\$ 60,000
36 EXTRA-CURRICULAR ACTIVITIES	\$ 1,577,691	\$ 1,577,691	\$ -	\$ 1,577,691
41 GENERAL ADMINISTRATION	\$ 1,499,732	\$ 1,499,732	\$ 25,000	\$ 1,524,732
51 PLANT MAINTENANCE & OPERATIONS	\$ 6,728,960	\$ 6,338,960	\$ (150,000)	\$ 6,188,960
52 SECURITY AND MONITORING	\$ 960,033	\$ 516,960	\$ (150,000)	\$ 366,960
53 DATA PROCESSING SERVICES	\$ 1,330,425	\$ 1,843,686	\$ 30,000	\$ 1,873,686
61 COMMUNITY SERVICES	\$ 45,540	\$ 45,540	\$ 30,000	\$ 75,540
81 FACILITIES AND CONSTRUCTION	\$ 50,000	\$ -	\$ -	\$ -
95 JUVENILE JUSTICE ALTERNATIVE	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
99 OTHER INTERGOVERNMENTAL CHARGES	\$ 400,000	\$ 400,000	\$ -	\$ 400,000
8911 OTHER USES	\$ -	\$ -	\$ 300,000	\$ 300,000
Total Appropriations	\$ 51,025,324	\$ 52,725,045	\$ 665,000	\$ 53,390,045
Net (Revenues Less Appropriations)	\$ -	\$ (599,721)	\$ 684,676	\$ 84,955
Current Year Beginning Fund Balance				\$ 19,638,106
CY Fund Balance Surplus Deficit				\$ 84,955
Estimate Current Year Ending Fund Balance				\$ 19,723,061

* Increases are requested in order to ensure we comply with TEA requirements of not exceeding a functional budget.

* Increases are to account for additional payroll expenses calculated in August for TRS On Behalf and August Payroll Accruals

**PROPOSED AUGUST BUDGET AMENDMENT
2019-20 FOOD SERVICE FUND**

	2019-2020 ADOPTED BUDGET (AS OF 9/01/19)	2019-2020 AMENDED BUDGET (AS OF 9/01/19)	2019-2020 CURRENT AMENDMENTS (AS OF 8/17/20)	2019-2020 AMENDED BUDGET (AS OF 8/17/20)
Estimated Revenues				
5700 LOCAL AND INTERMEDIATE REVENUES	\$ 1,212,419	\$ -	\$ -	\$ -
5800 STATE PROGRAM REVENUES	\$ -	\$ -	\$ -	\$ -
5900 FEDERAL REVENUES	\$ 2,391,568			
7915 OPERATING TRANSFERS IN	\$ -	\$ -	\$ 300,000	\$ 300,000
Total Estimated Revenue	<u>\$ 3,603,987</u>	<u>\$ -</u>	<u>\$ 300,000</u>	<u>\$ 300,000</u>
Appropriations				
11 INSTRUCTION	\$ -	\$ -	\$ -	\$ -
12 INSTRUCTIONAL RESOURCES/MEDIA SERVICES	\$ -	\$ -	\$ -	\$ -
13 CURRICULUM & INSTRUCTIONAL STAFF DEVELOPMENT	\$ -	\$ -	\$ -	\$ -
21 INSTRUCTIONAL LEADERSHIP	\$ -	\$ -	\$ -	\$ -
23 SCHOOL LEADERSHIP	\$ -	\$ -	\$ -	\$ -
31 GUIDANCE, COUNSELING & EVALUATION SERVICES	\$ -	\$ -	\$ -	\$ -
32 SOCIAL WORK SERVICES	\$ -	\$ -	\$ -	\$ -
33 HEALTH SERVICES	\$ -	\$ -	\$ -	\$ -
34 STUDENT (PUPIL) TRANSPORTATION	\$ -	\$ -	\$ -	\$ -
35 FOOD SERVICE	\$ 3,603,987	\$ -	\$ 100,000	\$ 100,000
36 EXTRA-CURRICULAR ACTIVITIES	\$ -	\$ -	\$ -	\$ -
41 GENERAL ADMINISTRATION	\$ -	\$ -	\$ -	\$ -
51 PLANT MAINTENANCE & OPERATIONS	\$ -	\$ -	\$ -	\$ -
52 SECURITY AND MONITORING	\$ -	\$ -	\$ -	\$ -
53 DATA PROCESSING SERVICES	\$ -	\$ -	\$ -	\$ -
61 COMMUNITY SERVICES	\$ -	\$ -	\$ -	\$ -
71 DEBT SREVICE	\$ -	\$ -	\$ -	\$ -
81 FACILITIES AND CONSTRUCTION	\$ -	\$ -	\$ -	\$ -
95 JUVENILE JUSTICE ALTERNATIVE	\$ -	\$ -	\$ -	\$ -
99 OTHER INTERGOVERNMENTAL CHARGES	\$ -	\$ -	\$ -	\$ -
8900 OTHER USES	\$ -	\$ -	\$ -	\$ -
Total Appropriations	<u>\$ 3,603,987</u>	<u>\$ -</u>	<u>\$ 100,000</u>	<u>\$ 100,000</u>
Net (Revenues Less Appropriations)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 200,000</u>	<u>\$ 200,000</u>
Current Year Beginning Fund Balance				\$ 433,942
CY Fund Balance Surplus Deficit				\$ 200,000
Estimate Current Year Ending Fund Balance				<u>\$ 633,942</u>

* Increases are requested in order to ensure we comply with TEA requirements of not exceeding a functional budget.