

**Medina Valley Independent School District
Board of Trustees
Regular Meeting on Monday, April 18, 2022 at 6:30 PM
Medina Valley ISD Central Office Board Room**

A Regular Meeting of the MVISD Board of Trustees was held on Monday, April 18, 2022, beginning at 6:30 PM at/on Medina Valley ISD Central Office Board Room.

I. First Order of Business

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

II. Announcements/Communications/Presentations

- A Financial Briefing 2
Juan C. Zamora
- B Superintendent Briefing 12
Dr. Kenneth Rohrbach
- C Annual Report of Continuing Education Credit Hours for Board Members 28
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

- 1 Minutes of Regular Board Meeting on March 28, 2022 and Special Board Meetings on March 22, 23, 24, & 29, April 5, 6, 7, 11, & 13 41
- 2 Out of State Travel Request 53
- 3 Texas Smart Buy Membership Program 54
- 4 **Superintendent's Report on Budgeted Purchases of Goods/Services in Excess of \$50,000** 57
 - a Texas Scenic 62
- B Consider an Order Authorizing the Issuance of the District's Unlimited Tax School Building Bond, Series 2022; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of the Bonds; and Resolving Other Matters Incident and Related Thereto. 123
Juan Zamora
- C Consider MVISD Board Operating Procedures 145
Dr. Kenneth Rohrbach
- D Consider Adoption of Allotment and TEKS Certification for 2022-2023 165
Dr. Dwight McHazlett
- E Consider the Interlocal Participation Agreement (IPA) with TASB Risk Management Fund 165
Dr. Kenneth Rohrbach

V. Closed Session

- A Personnel Matters (TX Govt. Code Section 551.074)
- B 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

(Items do not have to be taken in the same order as shown on the meeting agenda.)

March 2022 Check Register

Check Date	Check Name	Check Amount
03/01/2022	QUIZIZZ, INC.	96.00
03/01/2022	STATE BOARD FOR EDUCATOR CEF	57.00
03/02/2022	MORPHO TRUST USA, INC.	49.25
03/03/2022	AIRCHECK NEWS	230.00
03/03/2022	AIRGAS INC.	184.36
03/03/2022	ALERT SERVICES INC	959.07
03/03/2022	APPROVED OIL SERVICES, INC	150.00
03/03/2022	BORDEN DAIRY	22,093.14
03/03/2022	BSN SPORTS, LLC	1,490.50
03/03/2022	BULL'S EYE BRANDS INC.	7,525.91
03/03/2022	BUREAU OF EDUCATION & RESEAF	279.00
03/03/2022	CARLOS PONCE	315.00
03/03/2022	CENTERPOINT ENERGY	3,701.53
03/03/2022	CESAR TERRAZAS JR	1,208.36
03/03/2022	CHESSHER, MARLA SUE	120.00
03/03/2022	CHICK-FIL-A	406.45
03/03/2022	CHICK-FIL-A AT PAVILIONS NORTH	128.52
03/03/2022	CICI'S PIZZA	71.91
03/03/2022	CISCO SYSTEMS, INC	212.00
03/03/2022	DOGGETT FREIGHTLINER OF SOUTI	496.17
03/03/2022	EDUCATION SERVICE CENTER REGI	754.80
03/03/2022	EIBEN, LYNSDAY	250.00
03/03/2022	EWELL EDUCATIONAL SERVICES, IN	420.00
03/03/2022	EWING IRRIGATION PRODUCTS, IN	131.37
03/03/2022	FAMILY PARTS COMPANY INC	961.38
03/03/2022	FASST SPORTS	2,586.00
03/03/2022	FERGUSON ENTERPRISES	480.00
03/03/2022	FLEMING, LATONYIA ELAINE RENEE	286.73
03/03/2022	FORD AV SYSTEMS, LLC	560.00
03/03/2022	GEURIN, PERRY CHASE	300.08
03/03/2022	GIFTS 'N STUFF	2,214.65
03/03/2022	GULF COAST PAPER CO INC	4,164.41
03/03/2022	HAMPTON INN AUSTIN/OAK HILL	1,590.41
03/03/2022	HARDIE'S FRESH FOODS	7,366.26
03/03/2022	HAYDAY, INC/CTWP	18,109.64
03/03/2022	H-E-B GROCERY COMPANY	193.50
03/03/2022	HOBBY LOBBY STORES, INC	55.04
03/03/2022	HOME DEPOT CREDIT SERVICES	110.73
03/03/2022	HTS TEXAS	3,554.52
03/03/2022	HURLEY, DUSTIN WAYNE	294.00
03/03/2022	INSCO DISTRIBUTING INC	314.35
03/03/2022	JANAL WHOLESALE CO.	1,006.10
03/03/2022	JT ADVERTISING & GRAPHICS	40.00
03/03/2022	KEMPF'S LAWNMOWER REPAIR	241.72
03/03/2022	KURZ & CO.	1,764.56

March 2022 Check Register

Check Date	Check Name	Check Amount
03/03/2022	KYRISH TRUCK CENTERS OF SA LLC	3,947.68
03/03/2022	LA VERNIA I.S.D.	300.00
03/03/2022	LABATT INSTITUTIONAL SUPPLY CC	36,753.06
03/03/2022	LACKLAND MILITARY CLOTHING ST	54.55
03/03/2022	LAUREN CASSEB BELDEN	100.00
03/03/2022	LOWE'S HOME IMPROVEMENT	739.45
03/03/2022	LOZANO, DENISE G	118.00
03/03/2022	MAGIK THEATRE INC	205.63
03/03/2022	MARGARET BLOMSTROM	100.00
03/03/2022	MATERA PAPER COMPANY, INC	6,325.83
03/03/2022	MU ALPHA THETA	340.00
03/03/2022	Perez, Jorge	50.00
03/03/2022	PERRITANO, LINDSEY NICOLE	720.00
03/03/2022	QUILL CORPORATION	625.72
03/03/2022	RIDDELL/ALL AMERICAN SPORTS C	7,525.76
03/03/2022	ROHRBACH, KENNETH MICHAEL	752.80
03/03/2022	GOLDEN WEST OIL COMPANY	23,943.65
03/03/2022	SAM'S CLUB DIRECT	689.64
03/03/2022	SAN ANTONIO IMAX THEATER	730.00
03/03/2022	SEGUIN HIGH SCHOOL	225.00
03/03/2022	SERVICE INDUSTRIAL, INC.	332.22
03/03/2022	SKILLS USA, INC	528.00
03/03/2022	SOUTHSIDE ISD	1,813.80
03/03/2022	SPORTS FIELD SOLUTIONS	16,760.00
03/03/2022	STEPHANIE WHITE	120.35
03/03/2022	STEVE WEISS MUSIC INC	222.95
03/03/2022	SWANK MOVIE LICENSING USA	551.00
03/03/2022	SYSCO USA I, INC./SYSCO CENTRAL	648.17
03/03/2022	TENNIS SUCCESS	300.00
03/03/2022	TEXAS ASSOC SCH BUS OFFICIALS	185.00
03/03/2022	TEXAS SCENIC COMPANY, INC	405.00
03/03/2022	THE SHERWIN-WILLIAMS CO	454.25
03/03/2022	TOOLS 4 READING, LLC	2,700.00
03/03/2022	TRACTOR SUPPLY CO	64.78
03/03/2022	TREY BURNS	250.00
03/03/2022	TRIPLE-S STEEL SUPPLY INC.	392.74
03/03/2022	TSCHIRHART, ANNEKE DIANNE	284.14
03/03/2022	TX COMMISSION ON ENVIRONMEI	50.00
03/03/2022	UNIFIRST HOLDINGS, INC.	46.50
03/03/2022	WALMART	2,575.71
03/03/2022	WEX BANK	125.00
03/03/2022	WHATABURGER	168.75
03/03/2022	WINGATE BY WYNDHAM	1,304.77
03/03/2022	YANCEY WATER SUPPLY CORP	2,078.74
03/03/2022	ZDT'S AMUSEMENT PARK, LTD	100.00

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Check Date	Check Name	Check Amount
03/03/2022	MORPHO TRUST USA, INC.	49.25
03/03/2022	AMAZON CAPITAL SERVICES, INC	9,704.12
03/03/2022	BLUEBONNET DSD IRVING, INC.	571.92
03/03/2022	CETC, LLC	363.00
03/03/2022	GATEWAY PRINTING & OFFICE SUP	1,087.64
03/03/2022	HIGH SCHOOL MUSIC SERVICE INC	612.00
03/03/2022	ROADRUNNER CHARTERS, INC.	1,851.00
03/03/2022	VERA, ELIZABETH CHAPA	159.84
03/03/2022	VIERA, SELENA MADRIGAL	96.00
03/03/2022	INTECH SOUTHWEST SERVICES, LLC	29,510.00
03/09/2022	MORPHO TRUST USA, INC.	49.25
03/10/2022	HOLIDAY INN EXPRESS & SUITES	723.32
03/10/2022	AHR'S FLOWER SHOP	280.00
03/10/2022	AIRCHECK NEWS	230.00
03/10/2022	ALAMO MUSIC CENTER	300.00
03/10/2022	ASSESSMENT INTERVENTION MGM	8,255.00
03/10/2022	AT&T MOBILITY	1,217.09
03/10/2022	BANDERA ISD	600.00
03/10/2022	BANNERS PLUS	15.00
03/10/2022	BEXAR COUNTY APPRAISAL DISTRI	17,646.00
03/10/2022	BORDEN DAIRY	10,461.87
03/10/2022	CARRIZO SPRINGS CONSOLIDATED	500.00
03/10/2022	CATHOLIC CHARITIES ARCHDIOCES	120.00
03/10/2022	CITY OF LACOSTE WATER DEPT	121.62
03/10/2022	CLEBURNE INDEPENDENT SCHOOL	105.00
03/10/2022	CONSOLIDATED ELECTRICAL DISTR	2,435.67
03/10/2022	CORPUS CHRISTI ISD	200.00
03/10/2022	CTSFSDA	90.00
03/10/2022	DAVIS, ERIC W	270.00
03/10/2022	DE LOS SANTOS, ORLANDA CHAPA	273.00
03/10/2022	DEMCO INC.	1,004.39
03/10/2022	DIXIE FLAG AND BANNER COMPAN	269.60
03/10/2022	DOCUMENT TRACKING SERVICES, I	2,187.50
03/10/2022	DOGGETT FREIGHTLINER OF SOUTI	1,235.17
03/10/2022	DOMINO'S PIZZA #8029	256.48
03/10/2022	DOUBLETREE BY HILTON HOUSTON	882.20
03/10/2022	DPC INDUSTRIES, INC.	20.00
03/10/2022	DZIUK MEAT MARKET	469.32
03/10/2022	EDUCATION SERVICE CENTER REGI	4,517.00
03/10/2022	EVAPOCORE INC/CARLISE AUTO AI	2,183.02
03/10/2022	FAMILY PARTS COMPANY INC	1,255.26
03/10/2022	FERGUSON ENTERPRISES	620.51
03/10/2022	FLINN SCIENTIFIC INC	360.54
03/10/2022	FOLLETT SCHOOL SOLUTIONS, INC	312.00
03/10/2022	GALLEGOS, ALICIA DANIELLE	244.53

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Check Date	Check Name	Check Amount
03/10/2022	GIFTS 'N STUFF	1,037.70
03/10/2022	GLAXOSMITHKLINE, LLC	630.33
03/10/2022	GLOBAL TRNG ACADEMY INC	600.00
03/10/2022	GUINThER, JULIE BOEHME	517.47
03/10/2022	GULF COAST PAPER CO INC	4,989.25
03/10/2022	HACKER, TRAVIS QUENTON	107.29
03/10/2022	HOLIDAY INN DOWNTOWN MARIN	693.24
03/10/2022	HOME DEPOT CREDIT SERVICES	211.28
03/10/2022	HONDO ANVIL HERALD	44.00
03/10/2022	INGRAM ISD	160.00
03/10/2022	INSCO DISTRIBUTING INC	917.64
03/10/2022	J.W. PEPPER AND SON, INC.	359.49
03/10/2022	JANAL WHOLESALE CO.	661.75
03/10/2022	JOHNSON CONTROLS INC.	1,800.04
03/10/2022	KERRVILLE ISD	240.00
03/10/2022	KYRISH TRUCK CENTERS OF SA LLC	1,663.40
03/10/2022	LABATT INSTITUTIONAL SUPPLY CC	37,666.77
03/10/2022	LENZ, PATRICK JOHN, II	228.00
03/10/2022	LENZ, PATRICK JOHN, II	228.00
03/10/2022	MATERA PAPER COMPANY, INC	7,802.54
03/10/2022	MEDINA COUNTY APPRAISAL DIST	89,063.11
03/10/2022	M-F ATHLETIC CO	593.00
03/10/2022	MOBILE DEFENDERS, LLC.	1,759.80
03/10/2022	MVISD-FOOD SERVICE DEPT	401.20
03/10/2022	MVISD-TRANSPORTATION DEPT	12,957.46
03/10/2022	NASCO	9,886.52
03/10/2022	NOTHING BUNDT CAKE, LLC	32.50
03/10/2022	O'REILLY AUTO PARTS	1,358.09
03/10/2022	PANDA EXPRESS	1,182.80
03/10/2022	PANERA BREAD	287.40
03/10/2022	QBS, INC.	104.00
03/10/2022	QUILL CORPORATION	960.62
03/10/2022	GOLDEN WEST OIL COMPANY	12,602.66
03/10/2022	SAM'S CLUB DIRECT	198.37
03/10/2022	SAN ANTONIO AQUARIUM LLC	138.60
03/10/2022	SAN ANTONIO FOOD BANK	933.10
03/10/2022	SAN ANTONIO TESTING LABORATC	93.00
03/10/2022	SAN ANTONIO WATER SYSTEM	3,368.45
03/10/2022	SERVICE INDUSTRIAL, INC.	340.82
03/10/2022	SHELBY L COOK	2,407.85
03/10/2022	SNA - SCHOOL NUTRITION ASSOC	175.50
03/10/2022	SOMERSET ISD	740.00
03/10/2022	SOUTH TEXAS SCHOOL FURNITURE	61,217.94
03/10/2022	SOUTHEASTERN PERFORMANCE AI	522.68
03/10/2022	SPIRIT EVENT COORDINATORS, LLC	344.00

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Check Date	Check Name	Check Amount
03/10/2022	SXSW, LLC	200.00
03/10/2022	SYSCO USA I, INC./SYSCO CENTRAL	1,097.55
03/10/2022	TAYLOR & FRANCIS LLC	2,435.50
03/10/2022	TCASE - TX CO OF ADMIN OF SPEC	1,275.00
03/10/2022	TEACHER SYNERGY, LLC	177.97
03/10/2022	TEXAS ASSOC SCH BUS OFFICIALS	135.00
03/10/2022	TEXAS LOCK & DOOR CLOSER, INC	171.88
03/10/2022	THSWPA	70.00
03/10/2022	TRACTOR SUPPLY CO	10.99
03/10/2022	TRIPLE-S STEEL SUPPLY INC.	1,030.26
03/10/2022	TX DEPT OF LICENSING & REGULA	160.00
03/10/2022	URBINA, GEORGINA	100.00
03/10/2022	UVALDE CONSOLIDATED ISD	620.00
03/10/2022	VIVROUX SPORTING GOODS	245.00
03/10/2022	WALMART	1,073.61
03/10/2022	WASTE MANAGEMENT OF TEXAS, I	7,648.23
03/10/2022	WELDERS SUPPLY CO	13.00
03/10/2022	WRIGHT EXPRESS FSC	143.43
03/10/2022	MORPHO TRUST USA, INC.	49.25
03/10/2022	AGUILAR, MARCOS A	23.17
03/10/2022	AMAZON CAPITAL SERVICES, INC	7,316.47
03/10/2022	ANISSA N. MOORE	700.00
03/10/2022	BLUEBONNET DSD IRVING, INC.	168.00
03/10/2022	CDW GOVERNMENT, INC.	18,452.68
03/10/2022	GATEWAY PRINTING & OFFICE SUF	8,580.25
03/10/2022	HIGH SCHOOL MUSIC SERVICE INC	247.90
03/10/2022	MADRIGALES, MARIA LIZABETH	23.75
03/10/2022	MOY TARIN RAMIREZ ENGINEERS,	18,763.82
03/10/2022	OFFICE DEPOT INC	3,401.92
03/10/2022	RED WING SHOES	5,543.71
03/10/2022	SAMUEL CASEY SELLERS	90.00
03/10/2022	SCHOOL SPECIALTY, LLC	72.96
03/10/2022	School Technology Associates, Inc.	49,973.70
03/10/2022	SKYWARD INC.	550.00
03/10/2022	STAPLES CONTRACT & COMM, LLC	258.00
03/10/2022	TX-STAR SPEECH-LANGUAGE SVCS	6,928.75
03/10/2022	US BANK NAT'L ASSOCIATION	440.00
03/10/2022	WALSH GALLEGOS TREVINO KYLE &	10,315.35
03/11/2022	AT&T INTERNET	2,539.26
03/11/2022	CPS ENERGY	78,648.01
03/11/2022	H-E-B GROCERY COMPANY	79.13
03/11/2022	INNCT, LLC/INN AT CIRCLE T	850.00
03/14/2022	TEXAS LIBRARY ASSOCIATION, INC	380.00
03/15/2022	MORPHO TRUST USA, INC.	49.25
03/21/2022	SAN ANTONIO ZOO	1,580.00

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Check Date	Check Name	Check Amount
03/21/2022	THE DOSEUM/SA CHILDREN'S MUS	1,125.00
03/21/2022	SEAWORLD TEXAS	1,160.00
03/23/2022	BILL MILLERS BAR-B-Q	65.95
03/24/2022	4 IMPRINT, INC	959.91
03/24/2022	95 PERCENT GROUP INC	67,155.00
03/24/2022	AC SUPPLY	817.97
03/24/2022	ALVAREZ, RUSSELL	1,222.00
03/24/2022	AMAZON.COM	181.46
03/24/2022	APPLE INC.	949.00
03/24/2022	AT&T INTERNET	2,269.38
03/24/2022	AT&T MOBILITY	1,288.44
03/24/2022	B & H FOTO & ELECTRONICS CORP	59.96
03/24/2022	Balencia, Dawson Matthew	97.00
03/24/2022	BESTWESTERN PLUS EDINBURG INI	114.99
03/24/2022	BILL MILLERS BAR-B-Q	349.75
03/24/2022	BOLDT, DOUGLAS C	2,000.00
03/24/2022	BORDEN DAIRY	10,344.94
03/24/2022	BOY SCOUTS OF AMERICA, ALAMO	800.00
03/24/2022	Bruce, Wendi Senora Joi	25.00
03/24/2022	BSN SPORTS, LLC	987.75
03/24/2022	BUENTELLO, ARLYNDA JO	104.67
03/24/2022	BULL'S EYE BRANDS INC.	5,487.08
03/24/2022	CARLOS PONCE	1,600.00
03/24/2022	CASTROVILLE CAFE	259.00
03/24/2022	CASTROVILLE UTILITY SYSTEM	14,767.97
03/24/2022	CED INC/COLUMBIA ELECTRIC SUP	1,146.88
03/24/2022	CITY OF LACOSTE WATER DEPT	646.08
03/24/2022	DAVIS, ERIC W	150.00
03/24/2022	DEMCO INC.	477.06
03/24/2022	DIRECTV	82.61
03/24/2022	EDUCATION SERVICE CENTER REGI	3,225.00
03/24/2022	FAMILY PARTS COMPANY INC	288.95
03/24/2022	FASST SPORTS	800.00
03/24/2022	FERGUSON ENTERPRISES	894.75
03/24/2022	GIFTS 'N STUFF	204.00
03/24/2022	HAMPTON INN & SUITES HUNTSVI	218.88
03/24/2022	HARDIE'S FRESH FOODS	10,635.80
03/24/2022	HEARST MEDIA SOLUTIONS - SAN	307.44
03/24/2022	H-E-B GROCERY COMPANY	30.86
03/24/2022	HILTON WACO	2,981.83
03/24/2022	HOLIDAY INN DOWNTOWN MARIN	5,037.59
03/24/2022	HOLIDAY INN DOWNTOWN MARIN	144.75
03/24/2022	HOLIDAY INN DOWNTOWN MARIN	785.89
03/24/2022	HOLIDAY INN EXPRESS	715.04
03/24/2022	HOME DEPOT CREDIT SERVICES	2,818.65

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03/24/2022	HOUGHTON MIFFLIN HARCOURT	196.00
03/24/2022	J.W. PEPPER AND SON, INC.	58.75
03/24/2022	J2 CLOUD SERVICES, LLC	501.63
03/24/2022	JANAL WHOLESALE CO.	553.25
03/24/2022	JT ADVERTISING & GRAPHICS	40.00
03/24/2022	KURZ & CO.	2,626.87
03/24/2022	KYRISH TRUCK CENTERS OF SA LLC	2,374.37
03/24/2022	LABATT INSTITUTIONAL SUPPLY CC	40,989.73
03/24/2022	LENZ, PATRICK JOHN, II	228.00
03/24/2022	MATERA PAPER COMPANY, INC	2,874.56
03/24/2022	MAXI AIDS INC.	43.95
03/24/2022	MCGEE COMPANY	167.57
03/24/2022	MEDINA COUNTY TAX OFFICE	22.50
03/24/2022	METROSTUDY, INC	5,750.00
03/24/2022	MHS, INC /MULTI-HEALTH SYSTEM	2,175.00
03/24/2022	MVISD-FOOD SERVICE DEPT	263.25
03/24/2022	MVISD-TRANSPORTATION DEPT	2,027.88
03/24/2022	NASSP/NHS/NJHS	1,379.50
03/24/2022	NOLL, STEVEN	1,566.00
03/24/2022	O'REILLY AUTO PARTS	26.88
03/24/2022	ORIENTAL TRADING	62.64
03/24/2022	PARK PLACE PUBLICATIONS, LP	235.00
03/24/2022	PARTS TOWN, LLC	77.86
03/24/2022	QUILL CORPORATION	337.19
03/24/2022	SA THERAPY IN MOTION INC	4,672.00
03/24/2022	SAM'S CLUB DIRECT	166.70
03/24/2022	SAN ANTONIO ZOO	420.00
03/24/2022	SAVVAS LEARNING COMPANY LLC	6,999.58
03/24/2022	SERVICE INDUSTRIAL, INC.	346.46
03/24/2022	SHELBY L COOK	251.55
03/24/2022	SKILLS USA-TEXAS	2,841.00
03/24/2022	SOCIAL STUDIES SUCCESS LLC	500.00
03/24/2022	SOUTH TEXAS HARDWARE INC - C	596.14
03/24/2022	SOUTHWEST TEXAS JUNIOR COLLE	6,978.00
03/24/2022	STEVE WEISS MUSIC INC	12,665.90
03/24/2022	SYSCO USA I, INC./SYSCO CENTRAL	649.95
03/24/2022	TAYLOR PUBLISHING CO INC	203.64
03/24/2022	TEACHER SYNERGY, LLC	82.39
03/24/2022	TENNIS SUCCESS	40.00
03/24/2022	TEXAS A&M UNIVERSITY-SAN ANT	150.00
03/24/2022	TEXAS DEPT OF PUBLIC SAFETY	62.00
03/24/2022	TEXAS FUTURE PROBLEM SOLVING	500.00
03/24/2022	TEXAS HIGH SCHOOL POWERLIFTIN	175.00
03/24/2022	TEXAS LOCK & DOOR CLOSER, INC	195.84
03/24/2022	THE GOLF CLUB OF TEXAS PARTNE	450.00

March 2022 Check Register

Check Date	Check Name	Check Amount
03/24/2022	THE PROPHET CORP	1,987.67
03/24/2022	TRIPLE-S STEEL SUPPLY INC.	880.00
03/24/2022	TX DEPT OF LICENSING & REGULAT	70.00
03/24/2022	VIVROUX SPORTING GOODS	2,979.00
03/24/2022	W. W. GRAINGER, INC	1,614.94
03/24/2022	WALMART	1,368.02
03/24/2022	WASTE MANAGEMENT OF TEXAS, I	1,971.91
03/24/2022	WELDERS SUPPLY CO	447.47
03/24/2022	WILLIAMSON, KYLA ASHLEY	361.00
03/24/2022	AMAZON CAPITAL SERVICES, INC	10,018.01
03/24/2022	CAMPBELL, TRAVIS JOSEPH	1,134.00
03/24/2022	CDW GOVERNMENT, INC.	33,383.50
03/24/2022	CHALK'S TRUCK PARTS INC	989.75
03/24/2022	COMPUTER SOLUTIONS	14,687.50
03/24/2022	GATEWAY PRINTING & OFFICE SUP	102.42
03/24/2022	INTECH SOUTHWEST SERVICES, LLC	1,986.00
03/24/2022	OFFICE DEPOT INC	797.14
03/24/2022	RED WING SHOES	7,357.27
03/24/2022	ROHRBACH, KENNETH MICHAEL	81.31
03/24/2022	SCHOOL SPECIALTY, LLC	1,246.11
03/24/2022	STAPLES CONTRACT & COMM, LLC	12.68
03/24/2022	VIERA, SELENA MADRIGAL	45.00
03/25/2022	QUIZIZZ, INC.	96.00
03/25/2022	RESTREAM, INC.	490.00
03/28/2022	SAM'S CLUB DIRECT	165.00
03/29/2022	BILL MILLERS BAR-B-Q	30.25
03/29/2022	VISIPLEX, INC.	467.00
03/29/2022	MORPHO TRUST USA, INC.	49.25
03/31/2022	ABECEDARIAN	51.50
03/31/2022	ACADEMIC THERAPY PUBLICATION	3,988.60
03/31/2022	BANNERS PLUS	15.00
03/31/2022	BIG KAHUNA FUNDRAISING	2,289.47
03/31/2022	BILL MILLERS BAR-B-Q	371.90
03/31/2022	BORDEN DAIRY	9,770.28
03/31/2022	BUENTELLO, ARLYNDA JO	445.05
03/31/2022	BULL'S EYE BRANDS INC.	7,123.39
03/31/2022	BUSH'S CHICKEN	160.00
03/31/2022	BUSINESS PROFESSIONALS OF AMI	625.00
03/31/2022	CED INC/COLUMBIA ELECTRIC SUP	170.00
03/31/2022	CENTERPOINT ENERGY	2,550.84
03/31/2022	CONSOLIDATED ELECTRICAL DISTR	45.00
03/31/2022	CREATIVE COSTUMING & DESIGNS	250.00
03/31/2022	DECOCK FARM LLC	300.00
03/31/2022	DEMCO INC.	200.05
03/31/2022	DOGGETT FREIGHTLINER OF SOUTI	1,968.00

March 2022 Check Register

Check Date	Check Name	Check Amount
03/31/2022	DOMINO'S PIZZA #8029	71.99
03/31/2022	EDUCATION SERVICE CENTER REGI	560.00
03/31/2022	ERIC ARMIN INC	2,580.96
03/31/2022	FAMILY PARTS COMPANY INC	220.58
03/31/2022	FERGUSON ENTERPRISES	1,211.39
03/31/2022	FRONTLINE TECHNOLOGIES GROU	2,115.00
03/31/2022	GEURIN, PERRY CHASE	31.77
03/31/2022	GIFTS 'N STUFF	3,178.20
03/31/2022	GOLDEN WEST OIL COMPANY	35,945.36
03/31/2022	GULF COAST PAPER CO INC	10,470.30
03/31/2022	HABY'S ALSATIAN BAKERY	145.67
03/31/2022	HAMPTON INN & SUITES	1,055.68
03/31/2022	HAMPTON INN & SUITES HUNTSVI	328.32
03/31/2022	HARDIE'S FRESH FOODS	8,338.35
03/31/2022	HAYDAY, INC/CTWP	978.03
03/31/2022	H-E-B GROCERY COMPANY	132.08
03/31/2022	HILTON GARDEN INN DALLAS/ARL	542.72
03/31/2022	HOME DEPOT CREDIT SERVICES	327.46
03/31/2022	HURLEY, DUSTIN WAYNE	85.00
03/31/2022	INSCO DISTRIBUTING INC	412.95
03/31/2022	J.W. PEPPER AND SON, INC.	323.44
03/31/2022	JDSA I, LTD.	157.50
03/31/2022	JR-UNIFORMS & ACCESSORIES	75.00
03/31/2022	JUNIOR LIBRARY GUILD	1,731.40
03/31/2022	KELLY HARMON & ASSOCIATES, LL	99.00
03/31/2022	KURZ & CO.	1,997.39
03/31/2022	KYRISH TRUCK CENTERS OF SA LLC	1,703.98
03/31/2022	LABATT INSTITUTIONAL SUPPLY CC	39,714.90
03/31/2022	LACKLAND MILITARY CLOTHING ST	25.80
03/31/2022	LARRY WUNSCH & ASSOCIATES IN	1,598.00
03/31/2022	LEARNING A-Z, LLC	93.75
03/31/2022	MATERA PAPER COMPANY, INC	5,916.38
03/31/2022	MATH GPS, LLC	1,215.00
03/31/2022	MECA SPORTSWEAR INC.	80.00
03/31/2022	MEDINA ELECTRIC COOPERATIVE, I	785.71
03/31/2022	MISSION WRECKER SVC INC	337.00
03/31/2022	MSB CONSULTING GROUP, LLC.	56,358.70
03/31/2022	MVISD-TRANSPORTATION DEPT	4,281.04
03/31/2022	NCS PEARSON, INC /AIMS WEB	606.06
03/31/2022	O'REILLY AUTO PARTS	158.74
03/31/2022	OTTER PRODUCTS, LLC	44.96
03/31/2022	PARK PLACE RECREATION DESIGN	168,208.88
03/31/2022	PATRIOT GAS	15.00
03/31/2022	PEOPLES EDUCATION/MASTERY ED	4,351.20
03/31/2022	RIO MEDINA TRUCK & AUTOMOTI	1,175.52

March 2022 Check Register

Check Date	Check Name	Check Amount
03/31/2022	SA THERAPY IN MOTION INC	5,876.50
03/31/2022	SAM'S CLUB DIRECT	212.55
03/31/2022	SAVVAS LEARNING COMPANY LLC	23,944.72
03/31/2022	SCHOLASTIC BOOK FAIRS-10 (BUYE	7,525.93
03/31/2022	SERVICE INDUSTRIAL, INC.	346.46
03/31/2022	SHI-GOVERNMENT SOLUTIONS, IN	335,565.00
03/31/2022	SMITHPRINT II INC	594.00
03/31/2022	SONIC DRIVE-IN, #3515	108.00
03/31/2022	SPEECH CORNER, LLC	489.86
03/31/2022	SYSCO USA I, INC./SYSCO CENTRAL	667.20
03/31/2022	TEACHER SYNERGY, LLC	83.00
03/31/2022	TEXAS EDUCATIONAL PAPERBACKS	290.30
03/31/2022	THE PROPHET CORP	108.32
03/31/2022	THE SHERWIN-WILLIAMS CO	1,869.85
03/31/2022	THE STUDENT SAVINGS CARD	1,360.00
03/31/2022	TRACTOR SUPPLY CO	188.50
03/31/2022	TX DEPT OF LICENSING & REGULA	30.00
03/31/2022	TX DEPT OF LICENSING & REGULA	70.00
03/31/2022	WALMART	581.73
03/31/2022	WASTE MANAGEMENT OF TEXAS, I	8,451.72
03/31/2022	WEST MUSIC COMPANY	121.20
03/31/2022	WEX BANK	386.39
03/31/2022	WHATABURGER	433.50
03/31/2022	WINFIELD SOLUTIONS LLC	885.03
03/31/2022	YANCEY WATER SUPPLY CORP	2,185.05
03/31/2022	ALBERT L RIOJAS JR	2,000.00
03/31/2022	AMAZON CAPITAL SERVICES, INC	10,752.07
03/31/2022	BLUEBONNET DSD IRVING, INC.	1,516.56
03/31/2022	CDW GOVERNMENT, INC.	164.48
03/31/2022	FA TECHNOLOGIES	7,218.00
03/31/2022	FIDELIS COMMERCIAL SERVICES LL	3,800.00
03/31/2022	GATEWAY PRINTING & OFFICE SUF	252.04
03/31/2022	HIGH SCHOOL MUSIC SERVICE INC	2,218.10
03/31/2022	INTECH SOUTHWEST SERVICES, LLC	2,775.00
03/31/2022	KINNETT, JORDYN LYNN	39.44
03/31/2022	RED WING SHOES	497.22
03/31/2022	SCHOOL SPECIALTY, LLC	2,800.90
03/31/2022	STAPLES CONTRACT & COMM, LLC	137.43



Superintendent Briefing

April 18, 2022

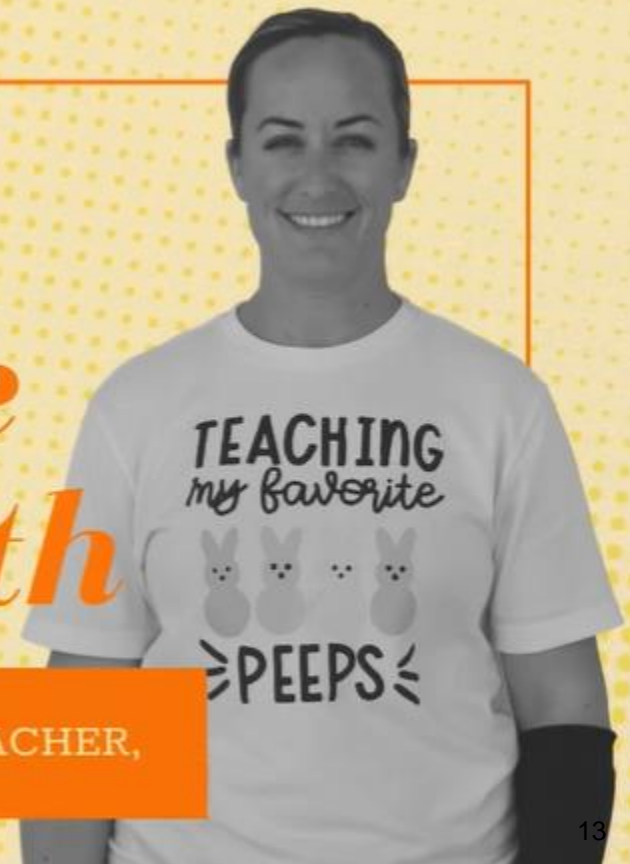
MVISD April Employee of the Month

APRIL 2022

Medina Valley ISD

*Employee
of the Month*

SAMANTHA REYES
EARLY CHILDHOOD SPECIAL ED. TEACHER,
LADERA ES



MVISD
RECOGNIZES

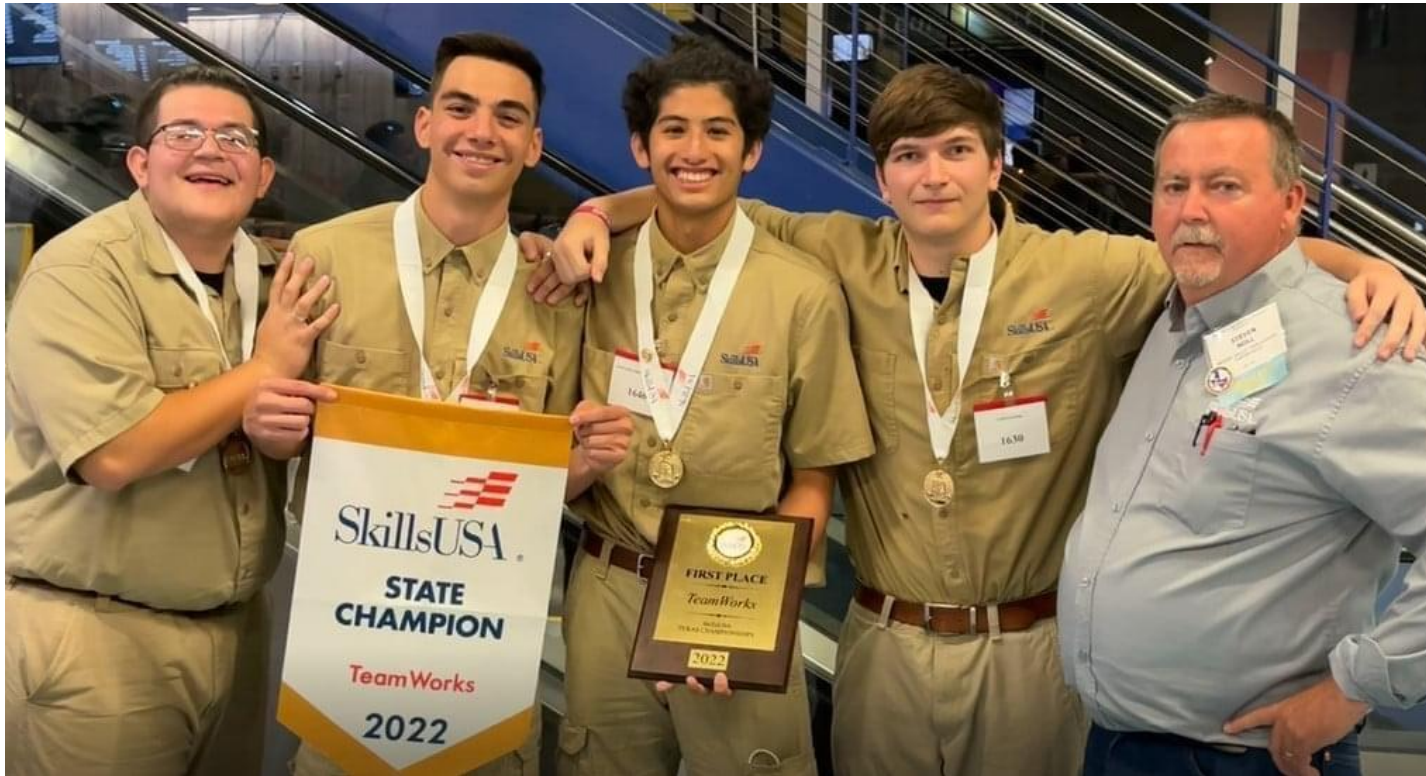
Month of the Military Child

APRIL 2022

Skills USA - TeamWorks

State Champions!

National Qualifiers - Atlanta, GA in June



Emiliano Aguilar, Felix Bernal, Weston Schwarz,¹⁵
Matthew Rangel, Sponsor - Mr. Steven Noll

Skills USA – State Meet



Tarin Deweese
State Bronze Medalist
Carpentry



Jeremiah Reyes
State Champion
Construction
Materials ID



Steven Cantu
State Silver Medalist
Cabinetmaking

MVHS Band



Sweepstakes Winner!

Superior Ratings in Marching, Concert, and Site-Reading₇

Girls Soccer



Bi-District Champions!

Boys Soccer



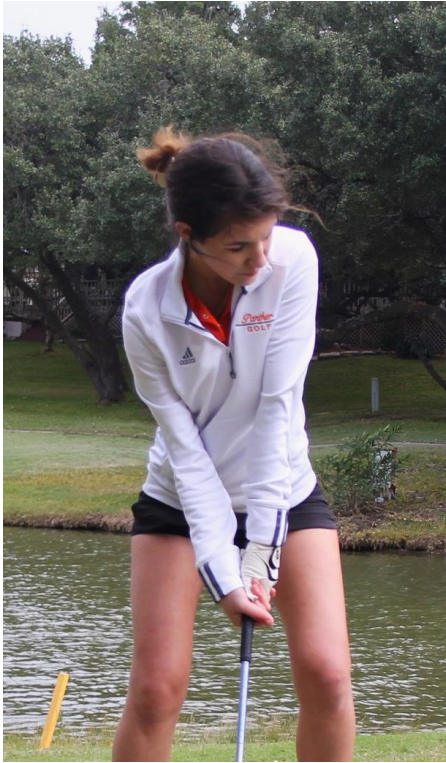
Bi-District Champions!

Tennis



Boys – District Champions!
Girls – District Runner-Up!

Golf



Boys – District Champions!
Girls – Marin Castiglione –
District Champion!

UIL Academics



District Champions!

FFA Ag Sales Team State Qualifiers!



Emily Jaquez, Emma Mueller, Kiley Winkler,
Sydney Haynes-Aelvoet, Allison Whitley

Girls Track Varsity and Junior Varsity



District Champions!

Boys Track Varsity and Junior Varsity



District Champions!

District COVID Case Count

As of Thursday, April 14 (Since first day of school):

Active Cases 4

Recovered 1,076

<u>Total Cases</u>	<u>Student</u>	<u>Staff</u>
Medina Valley High School	220	28
Medina Valley Middle School	120	19
Loma Alta Middle School	93	8
Castroville Elementary	97	16
LaCoste Elementary	80	19
Potranco Elementary	102	10
Luckey Ranch Elementary	85	15
Ladera Elementary	109	23
Non-Campus Staff & Floaters	-	36

District Enrollment

	<u>6/3/21</u>	<u>4/14/22</u>	<u>Growth</u>
Castroville Elementary	588	614	+ 26
LaCoste Elementary	587	651	+ 64
Potranco Elementary	882	781	- 101
Luckey Ranch Elementary	885	746	- 139
Ladera Elementary	-	659	+ 659
Loma Alta Middle School	871	757	- 114
Medina Valley Middle School	621	915	+ 294
Medina Valley High School	1742	1926	+ 184
Totals	6176	7049	+ 873

End of 20-21 Enrollment: 6,176

Growth over end of 20-21: + 873

14.14% increase over end of 20-21

TRAINING REQUIREMENTS FOR SCHOOL BOARD MEMBERS

Length of Service	Local District Orientation	Intro to TEC	Open Government ³	Cybersecurity	Post-Legislative Update to TEC	Child Abuse Prevention	Evaluating and Improving Student Outcomes (formerly SB 1566)	Team Building	Additional Continuing Education (based on assessed needs)
New Trustees (First Year) ~25 hrs	Local Orientation ² (within 120 days) 3 hrs	(within 120 days) 3 hrs	OMA ³ (within 90 days) 1-2 hrs PIA 1-2 hrs	~1 hr each year	N/A because update is incorporated into Intro to TEC	1 hr every two years	(within 120 days) 3 hrs² every two years	3 hrs² each year with all trustees and superintendent	10 hrs first year
Experienced Trustees (After First Year) 9–16 hrs¹	Can attend, but not required				Sufficient length ~1-2 hrs after each legislative session				5 hrs each year
Providers	School District	ESC	TASB or other registered provider	See Department of Information Resources website	TASB or other registered provider	TASB or other registered provider	TASB or other authorized provider	TASB or other registered provider	TASB or other registered provider

Training Requirements Notes:

¹Required hours after the first year will vary depending on how the Post-Legislative Update, Child Abuse, and Student Achievement and Accountability hours fall for an individual trustee.

²Trustees may receive any training online **except** Local Orientation for new board members, Team Building, and Evaluating and Improving Student Outcomes.

³**OMA** and **PIA training** is required (outside of SBOE rule) of all elected officials within 90 days of election or appointment. PIA training may be delegated by district policy.

OMA: Open Meetings Act

TEC: Texas Education Code

PIA: Public Information Act

SBOE: State Board of Education



TASB Continuing Education Credit Report
4/1/2021 to 4/14/2022

Shannon Beasley - Medina Valley ISD
Tenure 5.72 - Last Election 5/1/2021

<u>Topic 1 – Special Required Training</u>	Date earned	Min Hours Required	Completed
Regulatory (SBOE)			
TASA TASB Convention - 2021	Dallas, TX		
Catching up With the Texas Legislature (Topic 1)	9/24/2021	~1-2 hrs (post-leg)	✓

<u>Topic 2 – Team Building</u> (Minimum 3 hours annually)	Date earned	Hours earned
Non-TASB Provided Training		
Team of 8 Training	6/28/2021	1.75
Team of 8 Training	4/11/2022	1.50
Total Hours for Topic 2		3.25

<u>Topic 3 – Additional Continuing Education</u>	Date earned	Hours earned
TASA TASB Convention - 2021		
	Dallas, TX	
Field Trip: Texas State Fair	9/24/2021 09:00 - 01:30 PM	3.00
SBOE Panel Discussion	9/24/2021 01:00 - 02:00 PM	0.50
First General Session	9/24/2021 04:00 - 05:30 PM	1.00
Using Multiple Contracting Methods to "BUILD" Your Bond Project	9/25/2021 03:00 - 04:00 PM	1.00
TEA's Response to COVID-19	9/25/2021 04:15 - 05:00 PM	0.75
In-District Consulting		
Executive Search Training	3/10/2022	3.00
Non-TASB Provided Training		
Budget and Finance Training	8/2/2021	2.00
Total Hours for Topic 3		11.25

ATTN District Personnel: If any trainings are inaccurate or missing, please email cec@tasb.org.

E-Mail: cec@tasb.org

TASB Main Number: 800-580-8272 ext. 2453



TASB Continuing Education Credit Report

4/1/2021 to 4/14/2022

Jennilea Campbell - Medina Valley ISD

Tenure 5.92 - Last Election 5/1/2021

<u>Topic 1 – Special Required Training</u>	Date earned	Min Hours Required	Completed
Regulatory (SBOE)			
Post Legislative Conference - 2021	Varies		
Post Legislative Conference - Ft Worth (Topic 1 - Special Required Training)	6/26/2021	~1-2 hrs (post-leg)	✓

<u>Topic 2 – Team Building</u> (Minimum 3 hours annually)	Date earned	Hours earned
Non-TASB Provided Training		
Team of 8 Training	6/28/2021	1.75
Team of 8 Training	4/11/2022	1.50
Total Hours for Topic 2		3.25

<u>Topic 3 – Additional Continuing Education</u>	Date earned	Hours earned
Summer Leadership Institute Ft Worth - 2021	Ft Worth	
Opening General Session	6/24/2021 08:00 - 09:15 AM	1.00
eXceptional by Choice	6/24/2021 09:30 - 10:30 AM	1.00
District Defense: Developing a Culture of Cybersecurity	6/24/2021 10:45 - 11:45 AM	1.00
Spinning Tires Sling a Lot of Mud: Having Difficult Conversations without Getting Stuck	6/24/2021 02:30 - 03:30 PM	1.00
TASA TASB Convention - 2021	Dallas, TX	
Breaking Down Walls	9/24/2021 07:30 - 08:30 AM	1.00
Student Led Incubators: Preparing Students for Professional Environments	9/24/2021 08:45 - 09:45 AM	1.00
The Journey to Good Governance	9/24/2021 10:15 - 11:15 AM	1.00
Empower, Engage, and Lead the Community to Become Authentic Partners in Education	9/24/2021 02:15 - 03:15 PM	1.00
First General Session	9/24/2021 04:00 - 05:30 PM	1.00
Esports and Student Engagement	9/25/2021 07:30 - 08:30 AM	1.00
Connecting Careers to the Classroom: Partnering CTE with District Construction Programs	9/25/2021 08:45 - 09:45 AM	1.00
Second General Session	9/25/2021 10:30 - 12:00 PM	1.00
21st Century Sex Ed: How School Districts can Prepare to Implement Updated Sex Education Standards	9/25/2021 03:00 - 04:00 PM	0.50
School Board & Administrator Updates on Changes and Mandates on School Safety	9/25/2021 03:00 - 04:00 PM	0.50
TEA's Response to COVID-19	9/25/2021 04:15 - 05:00 PM	0.75
In-District Consulting		
Executive Search Training	3/10/2022	3.00



Jennilea Campbell - Medina Valley ISD

4/1/2021 to 4/14/2022

Topic 3 – Additional Continuing Education

Date earned

Hours earned

Non-TASB Provided Training

Budget and Finance Training

8/2/2021

2.00

Total Hours for Topic 3 18.75

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TASB Main Number: 800-580-8272 ext. 2453



TASB Continuing Education Credit Report

4/1/2021 to 4/14/2022

Veronica Cavazos - Medina Valley ISD

Tenure 0.93 - Last Election 5/1/2021

<u>Topic 1 – Special Required Training</u>	Date earned	Min Hours Required	Completed
Statutory (Legislative)			
Non-TASB Provided Training			
Public Info Act (Required Open Govt Training)	5/15/2021	1-2 hrs (within 90 days)	✓
Open Meetings Act (Required Open Govt Training)	5/15/2021	1-2 hrs (within 90 days)	✓

<u>Topic 2 – Team Building</u> (Minimum 3 hours annually)	Date earned	Hours earned
Non-TASB Provided Training		
Team of 8 Training	6/28/2021	1.75
Team of 8 Training	4/11/2022	1.50
Total Hours for Topic 2		3.25

<u>Topic 3 – Additional Continuing Education</u>	Date earned	Hours earned
Summer Leadership Institute Ft Worth - 2021	Ft Worth	
Opening General Session	6/24/2021 08:00 - 09:15 AM	1.00
Exacerbated Inequities: The Response of Texas Public School Leaders to Widened Gaps	6/24/2021 09:30 - 10:30 AM	1.00
The Design and Construction Process	6/24/2021 10:45 - 11:45 AM	1.00
Deep Learning for School Boards: One Key Component of a Governance Mindset	6/24/2021 01:15 - 02:15 PM	1.00
What's in Your District's Advocacy Game Plan?	6/24/2021 02:30 - 03:30 PM	1.00
Friday Morning General Session	6/25/2021 08:00 - 09:15 AM	1.00
A School Board Member's Guide to Social Media and Brand Building	6/25/2021 09:30 - 10:30 AM	1.00
Keeping the Public in Public Education	6/25/2021 10:45 - 11:45 AM	1.00
Friends Keep It Real	6/25/2021 01:15 - 02:15 PM	1.00
Reaching Families: On the Ground and in the Cloud	6/25/2021 02:30 - 03:30 PM	1.00
Closing General Session	6/25/2021 03:45 - 04:45 PM	1.00
Post Legislative Conference - 2021	Varies	
Post Legislative Conference - Ft Worth	6/26/2021 08:30 - 11:30 AM	3.00
TASA TASB Convention - 2021	Dallas, TX	
S.T.O.P. Suicide, Bullying, and Emotional Pain (Stop. Think. Overcome Pain)	9/24/2021 08:45 - 09:45 AM	1.00
The Journey to Good Governance	9/24/2021 10:15 - 11:15 AM	1.00
Empower, Engage, and Lead the Community to Become Authentic Partners in Education	9/24/2021 02:15 - 03:15 PM	1.00
First General Session	9/24/2021 04:00 - 05:30 PM	1.00



Veronica Cavazos - Medina Valley ISD

4/1/2021 to 4/14/2022

Topic 3 – Additional Continuing Education

Date earned

Hours earned

Second General Session

9/25/2021 10:30 - 12:00 PM

1.00

Using Multiple Contracting Methods to "BUILD" Your Bond Project

9/25/2021 03:00 - 04:00 PM

1.00

In-District Consulting

Executive Search Training

3/10/2022

3.00

Non-TASB Provided Training

Budget and Finance Training

8/2/2021

2.00

Total Hours for **Topic 3** **25.00**

ATTN District Personnel: If any trainings are inaccurate or missing, please email cec@tasb.org.

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TASB Main Number: 800-580-8272 ext. 2453



TASB Continuing Education Credit Report

4/1/2021 to 4/14/2022

Paula Davidson - Medina Valley ISD

Tenure 1.41 - Last Election 5/1/2021

<u>Topic 1 – Special Required Training</u>	Date earned	Min Hours Required	Completed
Regulatory (SBOE)			
Summer Leadership Institute Ft Worth - 2021	Ft Worth		
Governance for Improved Student Learning: EISO/SB 1566 Training	6/25/2021	3 hrs biennially	✓
Non-TASB Provided Training			
Child Abuse Prevention	4/6/2021	1 hr biennially	✓

<u>Topic 2 – Team Building</u> (Minimum 3 hours annually)	Date earned	Hours earned
Non-TASB Provided Training		
Team of 8 Training	6/28/2021	1.75
Team of 8 Training	4/11/2022	1.50
	Total Hours for Topic 2	
		3.25

<u>Topic 3 – Additional Continuing Education</u>	Date earned	Hours earned
Summer Leadership Institute Ft Worth - 2021		
	Ft Worth	
eXceptional by Choice	6/24/2021 09:30 - 10:30 AM	1.00
Let's Talk about Race and Diversity in a Safe Environment	6/24/2021 10:45 - 11:45 AM	1.00
Deep Learning for School Boards: One Key Component of a Governance Mindset	6/24/2021 01:15 - 02:15 PM	1.00
Spinning Tires Sling a Lot of Mud: Having Difficult Conversations without Getting Stuck	6/24/2021 02:30 - 03:30 PM	1.00
Friday Morning General Session	6/25/2021 08:00 - 09:15 AM	1.00
School Governance Following the 87th Legislative Session	6/25/2021 02:30 - 03:30 PM	1.00
Closing General Session	6/25/2021 03:45 - 04:45 PM	1.00
Post Legislative Conference - 2021		
	Varies	
Post Legislative Conference - Ft Worth	6/26/2021 08:30 - 11:30 AM	3.00
TASA TASB Convention - 2021		
	Dallas, TX	
Can't Cancel Campus Culture: Positive or Negative, it's Always There	9/24/2021 10:15 - 11:15 AM	1.00
TOMA: Avoiding Daisy Chains and Chain Gangs - A Stay Out of Jail Free Session	9/24/2021 02:15 - 03:15 PM	1.00
First General Session	9/24/2021 04:00 - 05:30 PM	1.00



Paula Davidson - Medina Valley ISD

4/1/2021 to 4/14/2022

Topic 3 – Additional Continuing Education

	Date earned	Hours earned
Governance Beyond the Team of Eight: Developing School Cultures that Facilitate Success for All	9/25/2021 08:45 - 09:45 AM	1.00
Second General Session	9/25/2021 10:30 - 12:00 PM	1.00
Understanding the Importance of Strategic HR	9/25/2021 01:00 - 02:00 PM	1.00
HB 3979 Up to the Minute: What Texas School Districts Must Do Now	9/25/2021 03:00 - 04:00 PM	1.00
TEA's Response to COVID-19	9/25/2021 04:15 - 05:00 PM	0.75
In-District Consulting		
Executive Search Training	3/10/2022	3.00
Non-TASB Provided Training		
Budget and Finance Training	8/2/2021	2.00
		Total Hours for Topic 3
		22.75

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TASB Main Number: 800-580-8272 ext. 2453



TASB Continuing Education Credit Report

4/1/2021 to 4/14/2022

Mario De Leon - Medina Valley ISD

Tenure 4.92 - Last Election 5/1/2021

<u>Topic 1 – Special Required Training</u>	Date earned	Min Hours Required	Completed
Regulatory (SBOE)			
Post Legislative Conference - 2021		Varies	
Post Legislative Conference - Ft Worth (Topic 1 - Special Required Training)	6/26/2021	~1-2 hrs (post-leg)	✓
Summer Leadership Institute On Demand - 2021		On Demand	
Child Abuse Prevention	7/2/2021	1 hr biennially	✓

<u>Topic 2 – Team Building</u> (Minimum 3 hours annually)	Date earned	Hours earned
Non-TASB Provided Training		
Team of 8 Training	6/28/2021	1.75
Team of 8 Training	4/11/2022	1.50
	Total Hours for Topic 2	3.25

<u>Topic 3 – Additional Continuing Education</u>	Date earned	Hours earned
Summer Leadership Institute Ft Worth - 2021		Ft Worth
District Defense: Developing a Culture of Cybersecurity	6/24/2021 10:45 - 11:45 AM	1.00
Friday Morning General Session	6/25/2021 08:00 - 09:15 AM	1.00
A School Board Member’s Guide to Social Media and Brand Building	6/25/2021 09:30 - 10:30 AM	1.00
Keeping the Public in Public Education	6/25/2021 10:45 - 11:45 AM	1.00
Summer Leadership Institute On Demand - 2021		On Demand
Opening General Session	7/2/2021 08:00 - 09:00 AM	1.00
21st Century School Design: From Curriculum to Construction	7/2/2021 08:00 - 09:00 AM	1.00
A Systems Approach to Addressing the Mental Health Needs of Students	7/2/2021 08:00 - 09:00 AM	1.00
How Culturally Proficient Is Your Leadership?	7/2/2021 08:00 - 09:00 AM	1.00
Leadership or Governance: A False Dichotomy	7/2/2021 08:00 - 09:00 AM	1.00
Public Comment and Grievances	7/2/2021 08:00 - 09:00 AM	1.00
TASA TASB Convention - 2021		Dallas, TX
The Reasonable Accommodation Playbook	9/24/2021 08:45 - 09:45 AM	1.00
The Journey to Good Governance	9/24/2021 10:15 - 11:15 AM	1.00
First General Session	9/24/2021 04:00 - 05:30 PM	1.00
Record Student Growth Is Coming!	9/25/2021 08:45 - 09:45 AM	1.00
Second General Session	9/25/2021 10:30 - 12:00 PM	1.00
School Board & Administrator Updates on Changes and Mandates on School Safety	9/25/2021 03:00 - 04:00 PM	1.00
TEA's Response to COVID-19	9/25/2021 04:15 - 05:00 PM	0.75



Mario De Leon - Medina Valley ISD

4/1/2021 to 4/14/2022

Topic 3 – Additional Continuing Education

Date earned

Hours earned

Third General Session

9/26/2021 10:30 - 11:30 AM

1.00

In-District Consulting

Executive Search Training

3/10/2022

3.00

Non-TASB Provided Training

Budget and Finance Training

8/2/2021

2.00

Total Hours for **Topic 3** **22.75**

ATTN District Personnel: If any trainings are inaccurate or missing, please email cec@tasb.org.

E-Mail: cec@tasb.org

TASB Main Number: 800-580-8272 ext. 2453



TASB Continuing Education Credit Report

4/1/2021 to 4/14/2022

Terry Groff - Medina Valley ISD

Tenure 6.94 - Last Election 5/1/2021

<u>Topic 1 – Special Required Training</u>	Date earned	Min Hours Required	Completed
Regulatory (SBOE)			
Summer Leadership Institute On Demand - 2021	On Demand		
Child Abuse Prevention	7/2/2021	1 hr biennially	✓
TASA TASB Convention - 2021	Dallas, TX		
TASA Legislative Update on 87th Regular Legislative Session (Topic 1)	9/24/2021	~1-2 hrs (post-leg)	✓

<u>Topic 2 – Team Building</u> (Minimum 3 hours annually)	Date earned	Hours earned
Non-TASB Provided Training		
Team of 8 Training	6/28/2021	1.75
Team of 8 Training	4/11/2022	1.50
Total Hours for Topic 2		3.25

<u>Topic 3 – Additional Continuing Education</u>	Date earned	Hours earned
Summer Leadership Institute On Demand - 2021		
	On Demand	
Board Members and Social Media	7/2/2021 08:00 - 09:00 AM	1.00
Opening General Session	7/2/2021 08:00 - 09:00 AM	1.00
Friday Morning General Session	7/2/2021 08:00 - 09:00 AM	1.00
A Systems Approach to Addressing the Mental Health Needs of Students	7/2/2021 08:00 - 09:00 AM	1.00
TASA TASB Convention - 2021		
	Dallas, TX	
COVID-19 Response: How the Arlington ISD Shaped Its Future With Pandemic Efforts	9/24/2021 07:30 - 08:30 AM	1.00
The Journey to Good Governance	9/24/2021 10:15 - 11:15 AM	1.00
Best Practice Use of Assessment Data to Promote Student Growth	9/24/2021 01:00 - 02:00 PM	1.00
Catching up With the Texas Legislature (Topic 3)	9/24/2021 02:15 - 03:15 PM	1.00
First General Session	9/24/2021 04:00 - 05:30 PM	1.00
Legal Update	9/25/2021 08:45 - 09:45 AM	1.00
Second General Session	9/25/2021 10:30 - 12:00 PM	1.00
Delegate Assemby Caucus Lunch	9/25/2021 12:30 - 01:30 PM	0.50
Delegate Assemby	9/25/2021 02:00 - 04:00 PM	1.00
Navigating the Leadership Journey- A Female Perspective	9/26/2021 08:00 - 09:00 AM	1.00
Why I Lead	9/26/2021 09:15 - 10:15 AM	1.00
Third General Session	9/26/2021 10:30 - 11:30 AM	1.00
In-District Consulting		
Executive Search Training	3/10/2022	3.00



Terry Groff - Medina Valley ISD

4/1/2021 to 4/14/2022

Topic 3 – Additional Continuing Education

Date earned

Hours earned

Non-TASB Provided Training

Budget and Finance Training

8/2/2021

2.00

Total Hours for Topic 3 20.50

ATTN District Personnel: If any trainings are inaccurate or missing, please email cec@tasb.org.

E-Mail: cec@tasb.org

TASB Main Number: 800-580-8272 ext. 2453



TASB Continuing Education Credit Report
4/1/2021 to 4/14/2022

Beth Zinsmeyer - Medina Valley ISD
Tenure 6.94 - Last Election 5/1/2021

Topic 2 – Team Building (Minimum 3 hours annually)	Date earned	Hours earned
Non-TASB Provided Training		
Team of 8 Training	6/28/2021	1.75
Team of 8 Training	4/11/2022	1.50
Total Hours for Topic 2		3.25

Topic 3 – Additional Continuing Education	Date earned	Hours earned
Summer Leadership Institute Ft Worth - 2021 Ft Worth		
Opening General Session	6/24/2021 08:00 - 09:15 AM	1.00
Exacerbated Inequities: The Response of Texas Public School Leaders to Widened Gaps	6/24/2021 09:30 - 10:30 AM	1.00
Let's Talk about Race and Diversity in a Safe Environment	6/24/2021 10:45 - 11:45 AM	1.00
Friday Morning General Session	6/25/2021 08:00 - 09:15 AM	1.00
In-District Consulting		
Executive Search Training	3/10/2022	3.00
Non-TASB Provided Training		
Budget and Finance Training	8/2/2021	2.00
Total Hours for Topic 3		9.00

ATTN District Personnel: If any trainings are inaccurate or missing, please email cec@tasb.org.

E-Mail: cec@tasb.org

TASB Main Number: 800-580-8272 ext. 2453



Medina Valley Independent School District
Special Meeting
Board Minutes
March 22, 2022, 6:30 PM
Medina Valley ISD Central Office Conference Room

A **Special Board Meeting** of the Board of Trustees was held Tuesday, March 22, 2022, beginning at 6:30 PM at the MVISD Central Office Conference Room.

I. First Order of Business

A Establish a Quorum

Mario De Leon, Board President, called the Medina Valley ISD Special Board Meeting to order at 6:30 pm. A quorum of the Board Members were present, Jennilea Campbell, Terry Groff, Shannon Beasley, Veronica Cavazos, Paula Davidson, Beth Zinsmeyer, and Mario De Leon.

II. Public Comment - none

III. Closed Session

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 convened into Closed Session at 6:31 pm.

A Personnel Matters (TX Govt. Code Section 551.074)

Board interview of superintendent applicant and discussion of superintendent applicants

Board President Mario De Leon announced that the Board would reconvene into Open Session at 9:40 pm.

IV. Adjournment

Paula Davidson made a Motion, seconded by Veronica Cavazos, to adjourn the Special Board Meeting at 9:40 pm on March 22, 2022. All of the Board Members voted for and Motion passed.

Mario De Leon, Board President

Jennilea Campbell, Board Secretary

Board Approved _____

Medina Valley Independent School District
Special Meeting
Board Minutes
March 23, 2022, 6:30 PM
Medina Valley ISD Central Office Conference Room

A **Special Board Meeting** of the Board of Trustees was held Tuesday, March 23, 2022, beginning at 6:30 PM at the MVISD Central Office Conference Room.

I. First Order of Business

A Establish a Quorum

Mario De Leon, Board President, called the Medina Valley ISD Special Board Meeting to order at 6:30 pm. A quorum of the Board Members were present, Jennilea Campbell, Shannon Beasley, Veronica Cavazos, Paula Davidson, Beth Zinsmeyer, and Mario De Leon.

Terry Groff arrived at 7:10 pm.

II. Public Comment - none

III. Closed Session

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 convened into Closed Session at 6:30 pm.

- 1 Personnel Matters (TX Govt. Code Section 551.074)
Board interview of superintendent applicant and discussion of superintendent applicants

Board President Mario De Leon announced that the Board would reconvene into Open Session at 10:09 pm.

IV. Adjournment

Veronica Cavazos made a Motion, seconded by Terry Groff, to adjourn the Special Board Meeting at 10:09 pm on March 23, 2022. All of the Board Members voted for and Motion passed.

Mario De Leon, Board President

Jennilea Campbell, Board Secretary

Board Approved _____

Medina Valley Independent School District
Special Meeting

Board Minutes

March 24, 2022, 6:30 PM

Medina Valley ISD Central Office Conference Room

A **Special Board Meeting** of the Board of Trustees was held Thursday, March 24, 2022, beginning at 6:30 PM at the MVISD Central Office Conference Room.

I. First Order of Business

A Establish a Quorum

Mario De Leon, Board President, called the Medina Valley ISD Special Board Meeting to order at 6:30 pm. A quorum of the Board Members were present, Jennilea Campbell, Terry Groff, Shannon Beasley, Veronica Cavazos, Paula Davidson, Beth Zinsmeyer, and Mario De Leon.

II. Public Comment - none

III. Closed Session

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 convened into Closed Session at 6:30 pm.

A Personnel Matters (TX Govt. Code Section 551.074)

Board interview of superintendent applicant and discussion of superintendent applicants

Board President Mario De Leon announced that the Board would reconvene into Open Session at 10:13 pm.

IV. Discussion and Possible Action Items

A Consider the number of applicants to be interviewed in round two interviews

Jennilea Campbell, made a Motion, seconded by Veronica Cavazos, to interview three candidates in round two of interviews for the MVISD Superintendent position. All Board Members voted for and the Motion passed.

V. Adjournment

Paula Davidson made a Motion, seconded by Terry Groff, to adjourn the Special Board Meeting at 10:14 pm on March 24, 2022. All of the Board Members voted for and Motion passed.

Mario De Leon, Board President

Jennilea Campbell, Board Secretary

Board Approved _____

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

Monday, March 28, 2022, 6:30 PM

Medina Valley ISD Central Office Board Room

A **Regular Meeting** of the Board of Trustees was held Monday, March 28, 2022, beginning at 6:30 PM at the Medina Valley ISD Central Office Board Room.

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, Terry Groff, Jennilea Campbell, Shannon Beasley, Veronica Cavazos, Paula Davidson, Beth Zinsmeyer and Mario De Leon.

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

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

II. Announcements/Communications/Presentations

A Presentation on Doctoral Dissertation Results

Dr. Travis Brown presented his Doctoral Dissertation Results to the Board.

B Financial Briefing

Juan C. Zamora presented the monthly Financial Briefing.

C Superintendent Briefing

Dr. Kenneth Rohrbach presented his monthly Superintendent Briefing.

III. Public Comment

1. Mike Beasley, Topic: Policy
2. Oh Rash, Topic: Policy
3. Greg Biediger, Topic: Personnel and Policy
4. Francisco Alamos, Topic: Policy

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 February 21st, and Special Meetings on March 7th and March 10th

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

Monday, March 28, 2022, 6:30 PM

Medina Valley ISD Central Office Board Room

- 2 Donations
- 3 Out of State Travel Request
- 4 Superintendent's Report on Budgeted Purchases of Goods/Services in Excess of \$50,000

Shannon Beasley made a Motion, seconded by Terry Groff, to approve the consent agenda items as presented. All of the Board Members voted for and the Motion passed.

B Consider Resolution Regarding Weather Related Closure of School

Dr. Rohrbach presented, for the Board's consideration, a resolution allowing the district to pay employees instead of having them make up the days, for February 3 and 4, 2022 when the district was closed for winter weather conditions.

Shannon Beasley made a Motion, seconded by Jennilea Campbell, to adopt the Resolution regarding the weather-related closure of school as presented. All Board Members voted for and the Motion passed.

C Consider TASB Update 118 Affecting Local Board Policies CFD, CQB, DFE, DP, EHAA, EHBC, EIE, FDE, FEA, FEC, FFG, and FL.

Dr. Rohrbach presented TASB Update 118 for the Board to consider.

Beth Zinsmeyer made a Motion, seconded by Veronica Cavazos, to approve the TASB Update 118 Affecting Local Board Policies CFD, CQB, DFE, DP, EHAA, EHBC, EIE, FDE, FEA, FEC, FFG, and FL as presented. All Board Members voted for and the Motion passed.

D Consider Joint Election Agreement with Bexar County

Dr. Rohrbach presented the Joint Election Agreement with Bexar County for the Board to consider.

Terry Groff made a Motion, seconded by Veronica Cavazos, to approve the Joint Election Agreement with Bexar County as presented. All Board Members voted for and the Motion passed.

E Budget Amendment

JC Zamora presented a Budget Amendment for the Board to consider.

Veronica Cavazos made a Motion, seconded by Jennilea Campbell, to approve the Budget Amendment as presented. All Board Members voted for and the Motion passed.

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

Monday, March 28, 2022, 6:30 PM

Medina Valley ISD Central Office Board Room

V. Closed Session

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, TX Govt. Code 551.072 Deliberation Regarding Real Property, and TX Govt. Code 551-071 Consultation with Attorney, the Board of Trustees will convene into a closed meeting now at 7:39 pm.

A Personnel Matters (TX Govt. Code Section 551.074)

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 9:15 pm.

VI. Continued Discussion and Possible Action Items

A Consider professional contract recommendations

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

Veronica Cavazos made a Motion, seconded by Terry Groff, to approve the contract recommendations by the Superintendent for professional contracts as presented. All of the Board Members voted for and the Motion passed.

Congratulations to the following Medina Valley ISD new hires:

Dalia Manjarrez, Loma Alta MS Teacher

Walter Rodriguez, MVHS Teacher

Melissa Gonzales, Loma Alta MS Principal

B Consideration of future meeting dates

The next Regular School Board Meeting is scheduled for Monday, April 18, 2022 at 6:30 pm.

VII. Adjournment

Paula Davidson made a Motion, seconded by Veronica Cavazos, to adjourn the Regular Board Meeting at 9:17 pm on March 28, 2022. All of the Board Members voted for and Motion passed

Mario De Leon, Board President

Jennilea Campbell, Board Secretary

Board Approved _____

Medina Valley Independent School District
Special Meeting

Board Minutes

Tuesday, March 29, 2022, 6:30 PM
Medina Valley ISD Central Office Board Room

A **Special Board Meeting** of the Board of Trustees was held Tuesday, March 29, 2022, beginning at 6:30 PM at the Medina Valley ISD Central Office Board Room.

I. First Order of Business

A Establish a Quorum

Mario De Leon, Board President, called the Medina Valley ISD Special Board Meeting to order at 6:30 pm. A quorum of the Board Members were present, Jennilea Campbell, Terry Groff, Shannon Beasley, Paula Davidson, Beth Zinsmeyer, and Mario De Leon.

Veronica Cavazos was absent.

II. Public Comment - none

III. Closed Session

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 convened into Closed Session at 6:31 pm.

A Personnel Matters (TX Govt. Code Section 551.074)
Discussion of superintendent applicants and process

Board President Mario De Leon announced that the Board would reconvene into Open Session at 7:14 pm.

IV. Adjournment

Shannon Beasley made a Motion, seconded by Terry Groff, to adjourn the Special Board Meeting at 7:14 pm on March 29, 2022. All of the Board Members voted for and Motion passed.

Mario De Leon, Board President

Jennilea Campbell, Board Secretary

Board Approved _____

Medina Valley Independent School District
Special Meeting
Board Minutes
April 5, 2022, 6:30 PM
Medina Valley ISD Central Office Conference Room

A **Special Board Meeting** of the Board of Trustees was held Tuesday, April 5, 2022, beginning at 6:30 PM at the MVISD Central Office Conference Room.

I. First Order of Business

A Establish a Quorum

Mario De Leon, Board President, called the Medina Valley ISD Special Board Meeting to order at 7:01 pm. A quorum of the Board Members were present, Jennilea Campbell, Terry Groff, Shannon Beasley, Veronica Cavazos, Paula Davidson, Beth Zinsmeyer, and Mario De Leon.

II. Public Comment - none

III. Closed Session

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 convened into Closed Session at 7:02 pm.

A Personnel Matters (TX Govt. Code Section 551.074)
Board interviews superintendent applicant (with spouse)

Board President Mario De Leon announced that the Board would reconvene into Open Session at 9:33 pm.

IV. Adjournment

Shannon Beasley made a Motion, seconded by Beth Zinsmeyer, to adjourn the Special Board Meeting at 9:40 pm on April 5, 2022. All of the Board Members voted for and Motion passed.

Mario De Leon, Board President

Jennilea Campbell, Board Secretary

Board Approved _____

Medina Valley Independent School District
Special Meeting
Board Minutes
April 6, 2022, 6:30 PM
Medina Valley ISD Central Office Conference Room

A **Special Board Meeting** of the Board of Trustees was held Tuesday, April 6, 2022, beginning at 6:30 PM at the MVISD Central Office Conference Room.

I. First Order of Business

A Establish a Quorum

Mario De Leon, Board President, called the Medina Valley ISD Special Board Meeting to order at 7:05 pm. A quorum of the Board Members were present, Jennilea Campbell, Terry Groff, Shannon Beasley, Veronica Cavazos, Paula Davidson, Beth Zinsmeyer, and Mario De Leon.

II. Public Comment - none

III. Closed Session

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 convened into Closed Session at 7:06 pm.

A Personnel Matters (TX Govt. Code Section 551.074)
Board interviews superintendent applicant (with spouse)

Board President Mario De Leon announced that the Board would reconvene into Open Session at 9:36 pm.

IV. Adjournment

Paula Davidson made a Motion, seconded by Terry Groff, to adjourn the Special Board Meeting at 9:36 pm on April 6, 2022. All of the Board Members voted for and Motion passed.

Mario De Leon, Board President

Jennilea Campbell, Board Secretary

Board Approved _____

Medina Valley Independent School District
Special Meeting
Board Minutes
April 7, 2022, 6:30 PM
Medina Valley ISD Central Office Conference Room

A **Special Board Meeting** of the Board of Trustees was held Tuesday, April 7, 2022, beginning at 6:30 PM at the MVISD Central Office Conference Room.

I. First Order of Business

A Establish a Quorum

Mario De Leon, Board President, called the Medina Valley ISD Special Board Meeting to order at 7:00 pm. A quorum of the Board Members were present, Jennilea Campbell, Terry Groff, Shannon Beasley, Veronica Cavazos, Paula Davidson, Beth Zinsmeyer, and Mario De Leon.

II. Public Comment - none

III. Closed Session

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 convened into Closed Session at 7:01 pm.

- A Personnel Matters (TX Govt. Code Section 551.074)**
 - Board interviews superintendent applicant
 - Board discusses the superintendent applicants

Board President Mario De Leon announced that the Board would reconvene into Open Session at 9:30 pm.

IV. Adjournment

Paula Davidson made a Motion, seconded by Terry Groff, to adjourn the Special Board Meeting at 9:30 pm on April 7, 2022. All of the Board Members voted for and Motion passed.

Mario De Leon, Board President

Jennilea Campbell, Board Secretary

Board Approved _____

Medina Valley Independent School District
Special Meeting
Board Minutes

Monday, April 11, 2022, 6:30 PM
Medina Valley ISD Central Office Board Room

A **Special Board Meeting** of the Board of Trustees was held Monday, April 11, 2022, beginning at 6:30 PM at the Medina Valley ISD Central Office Board Room.

I. First Order of Business

A Establish a Quorum

Mario De Leon, Board President, called the Medina Valley ISD Special Board Meeting to order at 6:30 pm. A quorum of the Board Members were present, Jennilea Campbell, Terry Groff, Shannon Beasley, Veronica Cavazos, Paula Davidson, Beth Zinsmeyer, and Mario De Leon.

II. Public Comment - none

III. Board Workshop

A TASB Team of 8 Training (Part 2) - with Dee Ann Drummond-Estlack and Ed Vara from ESC 20.

IV. Discussion and Possible Action Items

A Consider MVISD Board Operating Procedures No Action was taken.

V. Closed Session (If Needed)

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 convened into Closed Session at 8:09 pm.

A Personnel Matters (TX Govt. Code Section 551.074)
Discussion of Superintendent Applicants

Board President Mario De Leon announced that the Board would reconvene into Open Session at 8:27 pm.

VI. Adjournment

Veronica Cavazos made a Motion, seconded by Terry Groff, to adjourn the Special Board Meeting at 8:28 pm on April 11, 2022. All of the Board Members voted for and Motion passed.

Mario De Leon, Board President

Jennilea Campbell, Board Secretary

Board Approved _____

Medina Valley Independent School District

Special Board Meeting - Board Minutes

Wednesday, April 13, 2022, 6:30 PM

Medina Valley ISD Central Office Board Room

A **Special Board Meeting** of the Board of Trustees was held Wednesday, April 13, 2022, beginning at 6:30 PM at the Medina Valley ISD Central Office Board Room.

I. First Order of Business

A Establish a Quorum

Mario De Leon, Board President, called the Medina Valley ISD Special Board Meeting to order at 6:30 pm. A quorum of the Board Members were present, Jennilea Campbell, Terry Groff, Shannon Beasley, Veronica Cavazos, Paula Davidson, Beth Zinsmeyer, and Mario De Leon.

II. Public Comment - none

III. Closed Session

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 convened into Closed Session at 6:31 pm.

**A Personnel Matters (TX Govt. Code Section 551.074)
Discussion of superintendent applicants**

Board President Mario De Leon announced that the Board would reconvene into Open Session at 6:49 pm.

IV. Discussion and Possible Action Items

A Consider selecting the superintendent finalist

Veronica Cavazos made a Motion, seconded by Beth Zinsmeyer, to name Dr. Samuel Nix as Medina Valley Independent School District’s lone finalist for the Superintendent position. All Board Members voted for and the Motion passed.

V. Adjournment

Shannon Beasley made a Motion, seconded by Veronica Cavazos, to adjourn the Special Board Meeting at 6:51 pm on April 13, 2022. All of the Board Members voted for and Motion passed.

Mario De Leon, Board President

Jennilea Campbell, Board Secretary

Board Approved _____

April 4, 2022

To Whom It May Concern

Medina Valley SkillsUSA Construction chapter will be attending the National SkillsUSA Conference in Atlanta, Georgia from June 20-24, 2022. 4 members for the TeamWorks will be attending along with Mr. Noll. Travel arrangements have not been determined. As soon as an agenda is received by National SkillsUSA arrangements will be delivered to administrations. Names will be given to administrators prior to leaving campus. Meal money will be provided for students out of the student school funds.

Note: Dates of travel TBD. Dates above are conference dates. *lk*

Sincerely,



Steven W. Noll



Tanner Lange

Debra Keller



Dr. Kenneth Rohrbach

Board Approval:



Texas SmartBuy Membership Program

Texas SmartBuy Membership Application

Juan Zamora

Name of Authorized Individual

Name of Authorized Individual (secondary contact)

(NOTE: Please list 2 people who are authorized to sign for purchases and will receive all correspondence from CPA. Additional authorized signers or Agents of Record may be listed on the resolution with the signatures documented at the bottom of the resolution.)

Medina Valley ISD

Organization/Qualified Entity Name

8449 FM 471 S

Address

Castroville, Texas 78245

City, State, Zip Code

Primary Email Address

(830) 931-2243

Phone Numbers

Secondary Email Address

Fax Number

The annual membership fee for participation in the Texas SmartBuy Membership Program is:
\$100.00 – FEE IS NON-REFUNDABLE

Please make checks payable to:

Texas Comptroller of Public Accounts

Please mail to:

Texas Comptroller of Public Accounts
P.O. Box 13186
Austin, TX 78711

**PLEASE RETURN THIS FORM WITH PAYMENT
AND ALL REQUIRED DOCUMENTS AND SIGNATURES**

Questions? Contact the Texas SmartBuy Membership Program at 512-463-3368 or at members@cpa.texas.gov.



RESOLUTION

State of Texas

County of Medina

Whereas, the Texas Comptroller of Public Accounts is authorized to provide purchasing services for local governments pursuant to §§ 271.082 and 271.083 of the Local Government Code;

and **WHEREAS**, the School Board
(e.g., Commissioner's Court, City Council, School Board, Board of Directors)

of Medina Valley ISD, is a: (Check one of the following.)
(Name of Qualified Entity)

- | | |
|--|--|
| <input type="radio"/> County | <input checked="" type="radio"/> Independent School District |
| <input type="radio"/> Municipality | <input type="radio"/> Junior College District |
| <input type="radio"/> Political Subdivision (Utility, Appraisal Districts) | <input type="radio"/> Mental Health and Mental Disability Community Center |
| <input type="radio"/> State-funded Assistance Organization | <input type="radio"/> Housing and Transportation Authority |

defined as an entity qualified to participate in the Texas SmartBuy Membership Program of the Texas Comptroller of Public Accounts pursuant to § 271.081 of the Local Government Code; and

WHEREAS, in accordance with the requirements of 34 TAC §20.85 administrative rules, the Agent(s) of Record,
Juan Zamora Assistant Superintendent of Finance
(Name of Person, primary contact) (Title)

(and _____) is/are authorized to execute
(Name of Person, secondary contact) (Title)

any and all documentation for Medina Valley ISD pertaining to its participation in the Texas
(Entity Name)

Comptroller of Public Accounts Cooperative Purchasing Program; and

WHEREAS, Medina Valley ISD acknowledges its obligation to pay annual participation fees
(Entity Name)

established by the Texas Comptroller of Public Accounts.

NOW, THEREFORE BE IT RESOLVED, that request be made to the Texas Comptroller of Public Accounts to approve
Medina Valley ISD for participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.
(Entity Name)

Adopted this _____ day of _____, 2022 by Medina Valley ISD
(Entity Name)

By: _____
(Signature of Chair)

(Printed Name)

(Title of Chair)

(Signature of primary Agent of Record)

(Name/Title of primary Agent of Record)

(Signature of secondary Agent of Record)

(Name/Title of secondary Agent of Record)



Texas SmartBuy Membership Program

Documents required for proof of eligibility

Submit all documentation required as proof of eligibility at the time you apply for membership in the program. All documentation must be on file with the Texas SmartBuy Membership Program BEFORE a determination of eligibility can be made.

Local Governments

County, Independent School District, Municipality, Jr. College District, Volunteer Fire Department

Documents required:

- ✓ Board approved resolution

MHMR Community Centers

Documents required:

- ✓ Board approved resolution

Special Districts or Other Legally Constituted Political Subdivisions of the State

Documents required:

- ✓ Board approved resolution
- ✓ Documentation evidencing creation of entity including statutory citation.
This can be in the form of:
 - a. Legislation in which the entity was created by name
 - b. A resolution passed by a city or a county stating that there is a need for the entity to exist and actually creating the entity

Assistance Organizations

Non-profit organizations that receive state funds and provide educational, health, or human services or provide assistance to homeless individuals

Documents required:

- ✓ Board approved resolution
- ✓ Articles of Incorporation and Certificate of Incorporation. A letter from the Secretary of State with the entity's charter number evidencing that the entity filed for incorporation will be accepted in lieu of a Certificate of Incorporation. **The State of Texas CO-OP cannot accept by-laws in lieu of Articles of Incorporation**
- ✓ Current contract or grant from a State agency to prove State funding. This document must show beginning and end dates for the current State of Texas Fiscal Year, and these dates must be valid at the time the application is reviewed.

Texas Rising Star Providers

Childcare providers certified as Texas Rising Star Providers by Texas Workforce Commission

Documents required:

- ✓ Board Approved Resolution



QUOTATION

To: Medina Valley High School From: Leah J. Land
 Attn: Juan Rodriquez Date: March 10, 2022
 Re: Theatrical lighting Upgrades Pages: 5
 Email: Juan.rodriquez@mvisd.org Voice: 830-931-2243

Texas Scenic Company is pleased to provide you with this quotation to furnish and install theatrical lighting upgrades that will transition the stage lighting to Theatrical LED Fixtures. This plan will allow you to integrate LED fixtures with color mixing capability with the existing incandescent fixtures. You will be able to easily add more fixtures in the future to eventually phase out the incandescent fixtures. This proposal will upgrade the power and control system to current technology, as well as provide a basic inventory of LED theatrical fixtures. TSC to provide equipment to upgrade fixtures and controls in both the main stage and black box

The cost for both the upgrade work and equipment for both venues is	\$216,845.00
TSC discount for ordering equipment as package	Deduct \$3,600.00
Total discounted price	\$213,245.00

This price is valid until May 10, 2022.
Texas Scenic is a Vendor with ESC Region 20 – General Supplies Proposal #18027

TSC will provide the following scope of work and equipment:
Main Stage Lighting Upgrade

- Upgrade dimmer racks to new CEM3 control module in auditorium and black box theatre
 - Hardware to consist of: CEM3 backplane, rack fan, door foam, air filters, and one power cube
 - Services to consist of: rack cleaning, installation of hardware, CEM3 programming, CEM3 training
 - Provide 3 year warranty on controls and
- Provide ETC Ion XE20 console with monitors and accessories
 - Set up console and monitors and connect into control network
 - Provide on-site training on operation of console
- Provide Relay modules to power LED fixtures
 - 8 modules to be provided to allow for 16 circuits to be controlled with relays.
 - Note that 8 fixtures can be powered on one relay circuit
 - 2 modules each control 4 circuits at each lighting location
 - The following circuits to be powered with relay modules: circuits 1, 2 and 15, 16 at catwalk, 19, 20 and 23, 24 at box booms, 25, 26 and 37, 38 at first

Phone: 800-292-7490
 Office: 210-684-0091
 Fax: 210-684-4557



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 San Antonio, TX 78251-2915
 www.texasscenic.com



Theatrical stage equipment that stands behind a professional performance

- electric, 39, 40 and 51, 52 at 2nd electric, 53, 54 and 65, 66 at 3rd electric, 67, 68 and 77, 78 at 4th electric.
- Label circuits with “R” at existing plug boxes and connector strips
- Upgrade DMX network to Ethernet network to include
 - Replace DMX inputs with Network taps at control booth and backstage
 - Replace DMX outputs with Network RJ45 receptacles at connector strips and catwalk
 - 3 – ECPB-NET plug in station
 - Land DMX cat5 cables and terminate with RJ45 connectors to integrate into existing network switch
 - Provide 2 port gateways at lighting positions
 - 7 – 2 port touring nodes with c-clamps and cables (4 for connector strips, 1 for catwalk, and 1 to use at stage if needed)
 - Terminate Cat5E cable with RJ45 connectors to connect new gateways to network.
- Provide LED Profile fixtures – ETC Color Source Spot
 - (1 fixture for 15 lighting areas – 15 total)
 - (2 fixtures for each side of auditorium – 4 Total)
 - (3 fixtures at end of 3 battens – 18 total)
- Provide LED Wash fixtures for stage – ETC Color Source PAR
 - (5 for each batten – 20 total)
- Provide LED cyc light fixtures for stage – ETC Color Source CYC
 - (8 on cyclorama lighting batten)
- Provide LED work light fixture – Altman work light
 - (2 on each of 3 battens – 6 total)
- Installation of fixtures, setting address, and assist with focus of lights

Black Box Lighting Upgrade

- Note that the dimmer racks for the black box will be upgraded with the main stage lighting upgrade
- Provide ETC Color Source 20 control console
- Provide wireless DMX control system to include
 - 3 – City Theatrical Showbaby6 wireless DMX Transceivers (one to be located at control console, 2 to be located at pipe grid to extend DMX to LED fixtures)
- Provide relay modules to power LED fixtures and label circuits powered with relays with “R”
 - 3 – ETC Relay modules provided to power 6 circuits
 - Circuits 1, 2, 11, 12, and 23, 24 to be designated with R and powered with relay
- Provide 6 LED Profile fixtures – ETC Color Source Spot with 36 degree lens tubes
- Provide 20 LED PAR fixtures – ETC Color Source PAR with medium and wide lenses
- Installation of fixtures, setting address, and set up of console with initial programming.
- System and console training.

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Theatrical stage equipment that stands behind a professional performance

The unit pricing for this equipment is as follows:

QTY	MODEL #	DESCRIPTION	UNIT PRICE	EXTENDED
1	Sensor Upgrade	3 - CEM3 - CEM3 Control Module 3 - PWRPKG CLAS SR48 - Power Package upgrade kit for SR48 racks with CEM Classic processor: Hardware to consist of: CEM3 backplane, rack fan, door foam, air filters, and one power cube Services to consist of: rack cleaning, installation of hardware, CEM3 programming, CEM3 training	\$34,580.00	\$34,580.00
1	IONXE20 – 2K	ETC Ion XE 20 control console with <ul style="list-style-type: none"> - Dust cover - 2 – 21” display monitors with cables - Mouse - External keyboard - One LED Little light - Data cable - Power cables - Plug strip with surge protection 	\$11,876.00	\$11,876.00
8	R20AF	ETC Relay modules Allows for 24 circuits of relays to replace currently dimmed circuits. 6 circuits for catwalk and 1 st electric. 4 circuits each on 2 nd , 3 rd , and 4 th electric..	\$624.50	\$4,996.00
1	DMX Network	Change DMX outputs at lighting battens with NET taps and provide new DMX gateways to include <ul style="list-style-type: none"> - 8 – NET receptacle to replace DMX receptacle in existing faceplates - 6 – ETC N3T2G-2F Portable Touring Gateway with c-clamp 	\$12,725.00	\$12,725.00
37	CS Spot LED	ETC Color Source SPOT LED with c-clamp, safety cable, powercon to stage pin cable, powercon extension, DMX cable	\$1,685.00	\$62,345.00

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Theatrical stage equipment that stands behind a professional performance

		<ul style="list-style-type: none">• Install fixtures, set address and program initially into Color Source 20 console.• Install wireless DMX system• Install Label R on existing circuits to identify relay circuits• Provide training on LED fixtures, programming in console, and operation of system with LED fixtures		
		Total		\$39,263.00

General Notes

- These prices do not include any applicable bonds or taxes
- This price is valid for 60 days.
- This proposal is based on Texas Scenic Company's standard terms and conditions and the issuance of a standard purchase order.
- Please allow 20-24 weeks for TSC to deliver and install this equipment from the time we receive your order.
- Texas Scenic and our vendors are experiencing significant delays in shipping of materials. We are experiencing an increased level of parts unavailability due to global parts/components shortages, adverse weather conditions and customs/port clearances. We are monitoring every situation and working to mitigate the impact for our customers; however, we cannot commit to definite lead times at the time of quote. Your project manager will confirm availability of products at the time of purchase order or project release.

If there are any questions, please give me a call.

Leah J. Land
Texas Scenic Company

Phone: 800-292-7490
Office: 210-684-0091
Fax: 210-684-4557



8053 Potranco Road
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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 an Order Authorizing the Issuance of the District's Unlimited Tax School Building Bond, Series 2022; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of the Bonds; and Resolving Other Matters Incident and Related Thereto.

Date: April 14, 2022

You will recall that we previously sold \$50,000,000, and then \$42,000,000, of the \$107,000,000 that was authorized by voters in the May 2019 bond election. There is still \$15,000,000 remaining to be sold. The contract for elementary #6 has been awarded. The original budget for elementary #6 was \$30,000,000 but, due to inflation and supply chain issues, will come in over budget. With several interest rate increases expected in the coming year, administration recommends that the remaining authorization be sold now to lock in the lowest possible rate prior to rates being raised.

Recommendation: Approve the sale of the remaining \$15,000,000 in bonds authorized in May 2019.

Medina Valley Independent School District

Updated Bond Plan

April 18, 2022



**Capital
Markets**

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Economic Update

U.S. Economic Overview (as of April 11th, 2022)

- US shares declined last week, dragging the major indexes lower; the DJIA and S&P fell 0.3% and 1.3%, respectively, while the Nasdaq tumbled 3.9%.
- Treasury yields rose across the curve as Fed officials and the March minutes reinforced expectations of 50bp rate hikes to come.
- Futures are pricing in a total of 225bp of hikes for the remainder of 2022, implying three 50bp hikes followed by three 25bp increases.
- New issues continued to price with healthy concessions in order to garner demand from investors.
- Long 4% coupons have fallen out of favor with investors as yields have approached the coupon, providing minimal premium protection.
- Municipal bond funds reported net outflows of \$3.25bn last week – the largest outflow since March of 2020.

RBC Economic Outlook and Interest Rate Forecasts⁽¹⁾

	Q2'22	Q3'22	Q4'22	Q1'23	Q2'23
Real GDP (QoQ)	3.00	2.50	2.20	1.80	1.30
Core Inflation (YoY)	7.40	6.10	4.50	2.70	1.90
Fed Funds*	1.38	1.88	2.38	2.63	2.63
2-Year Notes	2.65	2.80	2.85	2.80	2.70
5-Year Notes	2.65	2.75	2.80	2.70	2.55
10-Year Notes	2.55	2.60	2.55	2.55	2.55
30-Year Bonds	2.50	2.55	2.55	2.60	2.60

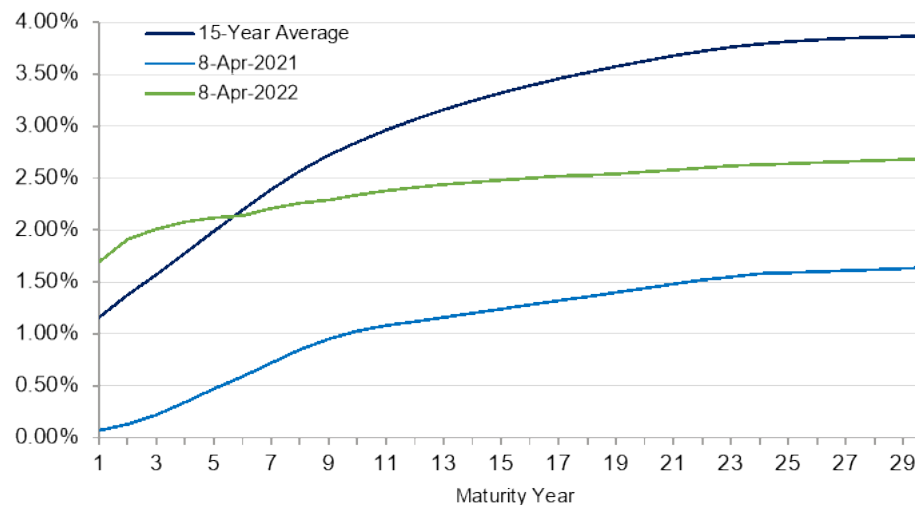
(1) RBC Rate and Economic Forecast as of April 1, 2022.

*Top of 25 basis point range.

Tax-Exempt and Taxable Yield Trends: January 1, 2021 - Present



Today's MMD Yield Curve in Context





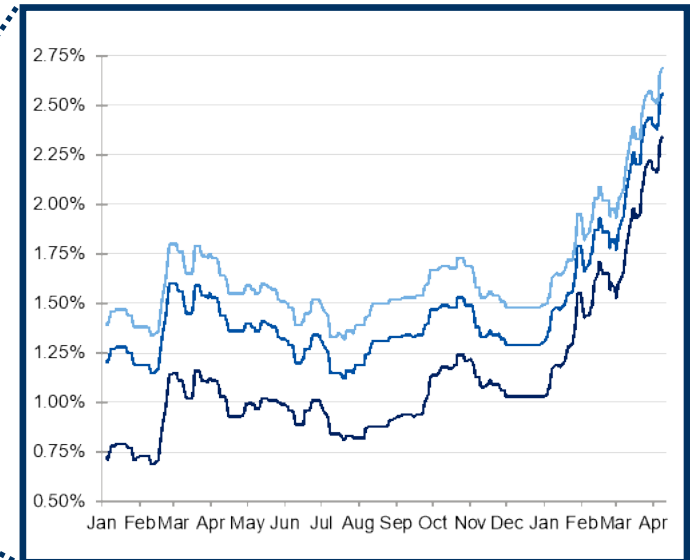
"AAA" MMD

- After closing at 2.53% the previous week, the 30-year "AAA" MMD increased 16 bps from April 1 – April 8, closing at the current rate of 2.69%.

"AAA" MMD January 1, 2010 to Present



Shift in "AAA" MMD Since January 2021



January 1, 2010 to Present

	10-Year	20-Year	30-Year
Maximum	3.460%	4.890%	5.080%
Minimum	0.580%	1.080%	1.270%
Current	2.340%	2.560%	2.690%

Shift in 30-year "AAA" MMD

	2015	2016	2017	2018	2019	2020	2021
	-0.01%	0.27%	-0.51%	0.47%	-0.93%	-0.70%	0.10%

January 1, 2021 to Present

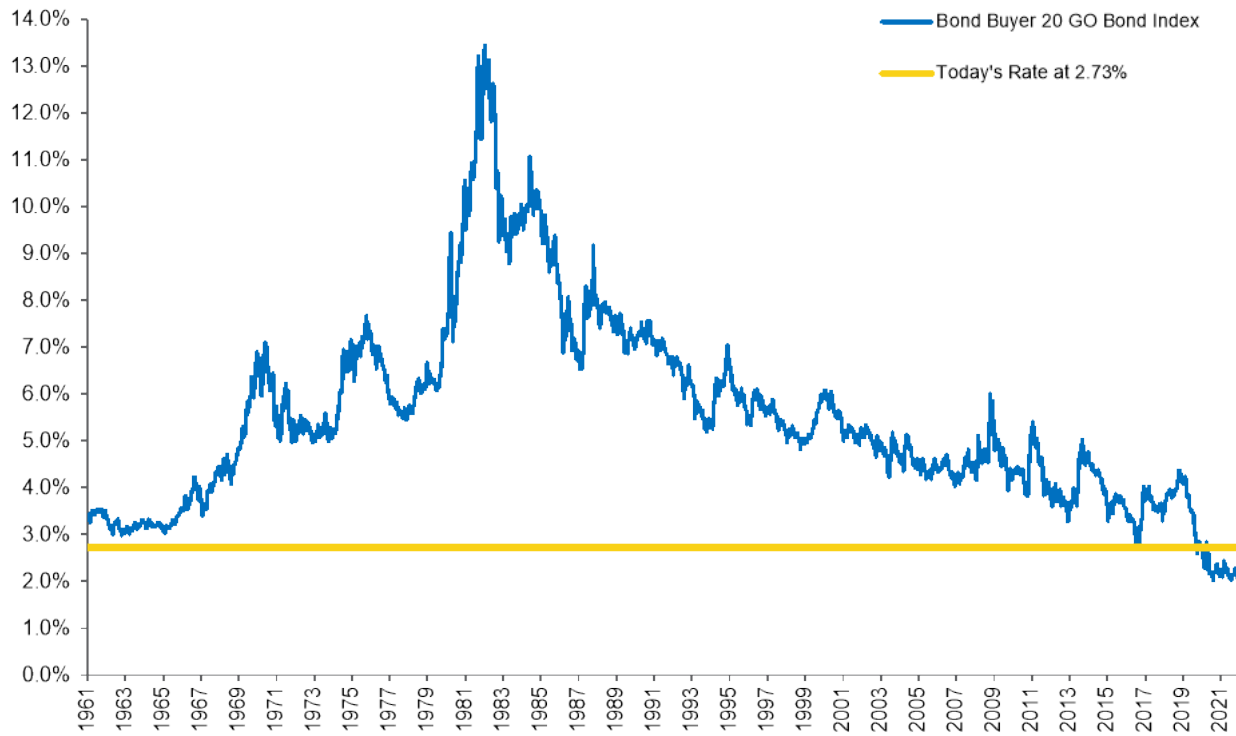
	10 Yr	20 Yr	30 Yr
Maximum	2.340%	2.560%	2.690%
Minimum	0.690%	1.120%	1.320%
Average	1.119%	1.464%	1.648%

Source: TM3, Thomson Reuters
10, 20, and 30 year "AAA" MMD shown to represent different average lives of municipal transactions
Rates as of April 8, 2022



Historical Perspective

Bond Buyer 20 GO Index since January 1961



% of Time in Each Range Since 1961

Yield Range		
Less than 3.50%	13.96%	
3.50% - 4.00%	10.55%	
4.01% - 4.50%	10.99%	
4.51% - 5.00%	9.46%	
5.01% - 5.50%	13.18%	
5.51% - 6.00%	9.17%	
6.01% - 6.50%	7.11%	
6.51% - 7.00%	6.48%	
7.01% - 7.50%	5.85%	
7.51% - 8.00%	3.44%	
Greater than 8.00%	9.80%	
Total	100.00%	

Source: Bloomberg as of April 7, 2022
 Weekly yields and indexes released by the Bond Buyer. Updated every Thursday at approximately 6:00pm EST. 20 Bond General Obligation Yield with 20 year maturity, rated Aa2 by Moody's Arithmetic Average of 20 bonds' yield to maturity.

Today's 2.73% level is lower than 96.37% of historical rates since July 1961.

Current Market Review



Preliminary May 2022 Texas School District Called Bond Elections

Issuer	Amount	Issuer	Amount	Issuer	Amount
Abbott ISD	\$12,000,000	Edcouch Elsa ISD	\$26,000,000	Mineola ISD	\$29,855,000
Alba-Golden ISD	16,000,000	Era ISD	12,720,000	Montgomery ISD	326,907,090
Alvarado ISD	125,000,000	Fairfield ISD	8,000,000	Mt. Vernon ISD	52,300,000
Amarillo ISD	285,900,000	Ferris ISD	79,000,000	New Diana ISD	23,760,000
Anahuac ISD	47,000,000	Florence ISD	49,320,000	Normangee ISD	18,600,000
Aquilla ISD	9,250,000	Forney ISD	1,294,000,000	Northside ISD	992,000,000
Aransas County ISD	66,000,000	Fort Stockton ISD	110,000,000	Olney ISD	6,000,000
Argyle ISD	267,885,000	Fredericksburg ISD	82,000,000	Paint Rock ISD	11,750,000
Aubrey ISD	385,900,000	Galveston ISD	314,800,000	Pasadena ISD	305,000,000
Bartlett ISD	20,000,000	Goliad ISD	65,000,000	Peaster ISD	3,500,000
Beckville ISD	17,000,000	Granbury ISD	394,000,000	Pleasant Grove ISD	39,900,000
Belton ISD	173,825,000	Granger ISD	44,000,000	Poolville ISD	32,550,000
Blanco ISD	40,000,000	Greenville ISD	169,400,000	Pottsboro ISD	62,000,000
Bloomington ISD	1,100,000	Gunter ISD	78,800,000	Prairiland ISD	16,000,000
Boerne ISD	165,640,000	Hallettsville ISD	13,820,000	Ranger ISD	5,000,000
Bonham ISD	53,600,000	Harlandale ISD	125,000,000	Red Oak ISD	230,100,000
Brenham ISD	153,900,000	Hays CISD	115,649,800	Sabinal ISD	4,500,000
Bridge City ISD	72,400,000	Hitchcock ISD	43,630,000	San Saba ISD	18,000,000
Brookesmith ISD	9,950,000	Huffman ISD	101,800,000	Sanger ISD	130,000,000
Brownsboro ISD	20,500,000	Humble ISD	775,000,000	Santa Fe ISD	39,000,000
Buena Vista ISD	60,000,000	Idalou ISD	16,100,000	Seymour ISD	29,500,000
Bullard ISD	103,000,000	Ingram ISD	25,232,400	Shallowater ISD	50,000,000
Callisburg ISD	28,500,000	Iola ISD	24,000,000	Sheldon ISD	736,570,000
Cameron ISD	15,900,000	Itasca ISD	20,000,000	Spring Branch ISD	381,600,000
Chapel Hill ISD	125,240,000	Joshua ISD	97,500,000	Stephenville ISD	75,000,000
Chilton ISD	28,900,000	Kaufman ISD	79,600,000	Sulphur Springs ISD	93,000,000
Columbus ISD	90,000,000	Klein ISD	1,101,865,000	Taft ISD	5,400,000
Community ISD	650,000,000	Krum ISD	275,000,000	Temple ISD	164,800,000
Connally ISD	39,000,000	Lago Vista ISD	4,123,500	Terrell ISD	95,000,000
Corsicana ISD	79,989,625	Little Elm ISD	398,500,000	Thrall ISD	68,500,000
Cotulla ISD	65,000,000	Littlefield ISD	39,085,000	Trenton ISD	45,525,000
Coupland ISD	91,600,000	London ISD	96,130,000	Tyler ISD	89,000,000
Crandall ISD	400,000,000	Longview ISD	229,985,000	Veribest ISD	15,500,000
Cross Roads ISD	7,000,000	Louise ISD	17,000,000	Waelder ISD	12,000,000
Deer Park ISD	160,000,000	Lyford CISD	24,705,000	White Settlement ISD	115,000,000
Del Valle ISD	300,000,000	Mabank ISD	94,000,000	Whitewright ISD	15,000,000
Eagle Mountain-Saginaw ISD	275,000,000	Marion ISD	39,300,000	Willis ISD	225,010,000
East Chambers ISD	9,800,000	Medina Valley ISD	397,215,400	Wills Point ISD	71,965,000
Ector County ISD	398,255,000	Meyersville ISD	5,000,000	Woodville ISD	47,850,000
				Total	\$16,439,257,815

Source: Municipal Advisory Council of Texas, Strategic Partnerships Inc. and District websites. Subject to change, as of April 5th, 2022.



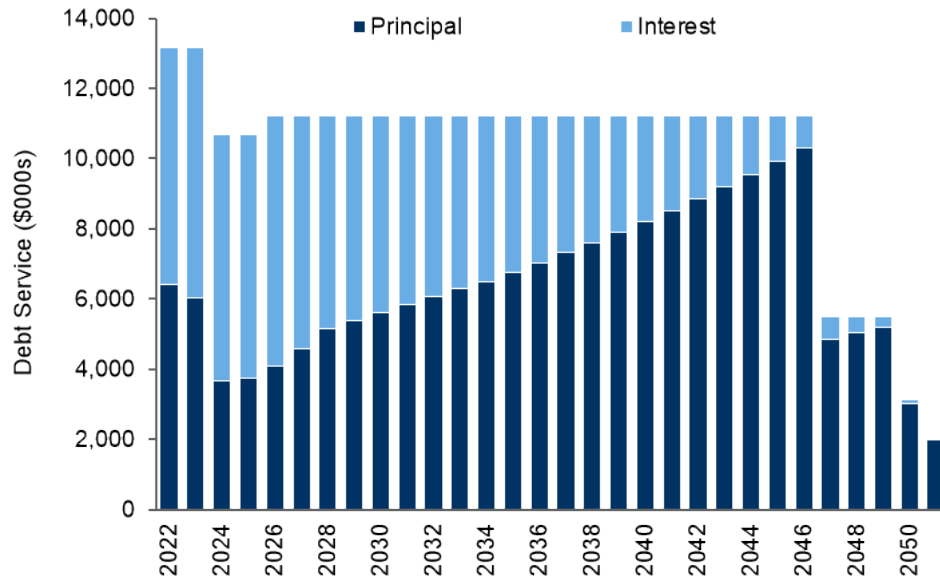
Overview of Outstanding Debt

Summary of Outstanding Unlimited Tax Debt ("AA-")

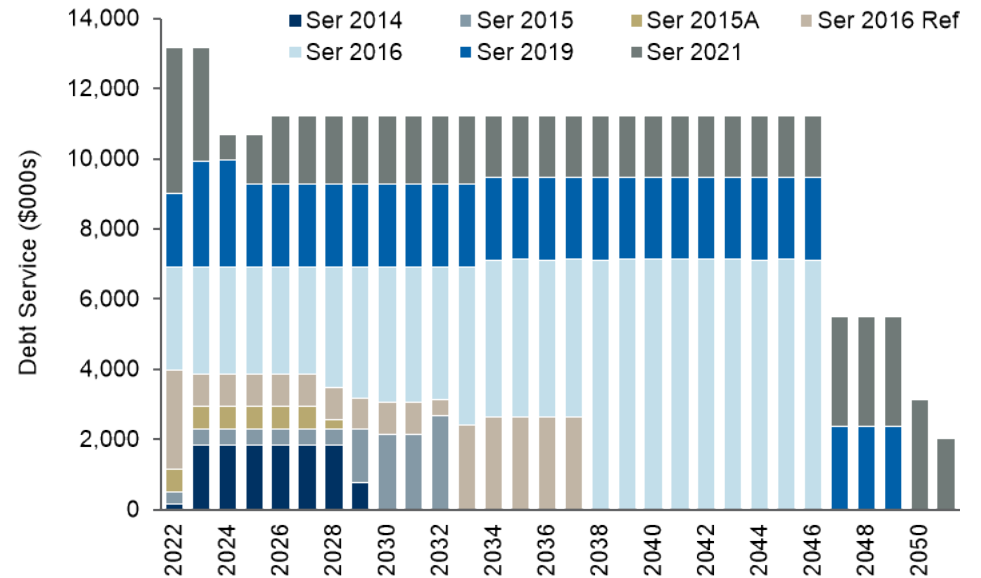
Issue	Issued Par Amount	Outstanding Par Amount	Callable Par Amount	Coupon/Yield Range of Callable Bonds	First Call Date	Final Maturity	Structure
U/L Tax Ref Bds Ser 2014	\$6,992,932	\$6,937,932	\$5,284,613	2.700% - 4.000%	08/15/2024	02/15/2029	Fixed Rate
U/L Tax Ref Bds Ser 2015	8,665,000	8,525,000	8,175,000	3.000% - 4.000%	02/15/2025	02/15/2032	Fixed Rate
U/L Tax Ref Bds Ser 2015A	6,800,000	3,300,000	1,540,000	3.000% - 4.000%	08/15/2025	02/15/2028	Fixed Rate
U/L Tax Ref Bds Ser 2016	22,079,215	15,125,000	13,740,000	3.000% - 4.000%	02/15/2026	02/15/2037	Fixed Rate
U/L Tax Sch Bldg Bds Ser 2016	71,080,000	70,860,000	69,860,000	2.000% - 4.000%	02/15/2026	02/15/2046	Fixed Rate
U/L Tax Sch Bldg Bds Ser 2019	47,035,000	43,240,000	36,030,000	2.250% - 5.000%	02/15/2026	02/15/2049	Fixed Rate
Fixed & Variable Rate U/L Tax Sch Bldg Bds Ser 2021*	39,255,000	37,355,000	28,995,000	0.820% - 3.000%	08/15/2022	02/15/2051	Fixed & Variable Rate
Total	\$201,907,147	\$185,342,932	\$163,624,613				

*The interest rate on the bonds is subject to reset on February 15, 2026. Includes \$1,130,000 of principal of Series 2021 scheduled to be redeemed on August 15, 2022.

Outstanding Debt by Principal and Interest



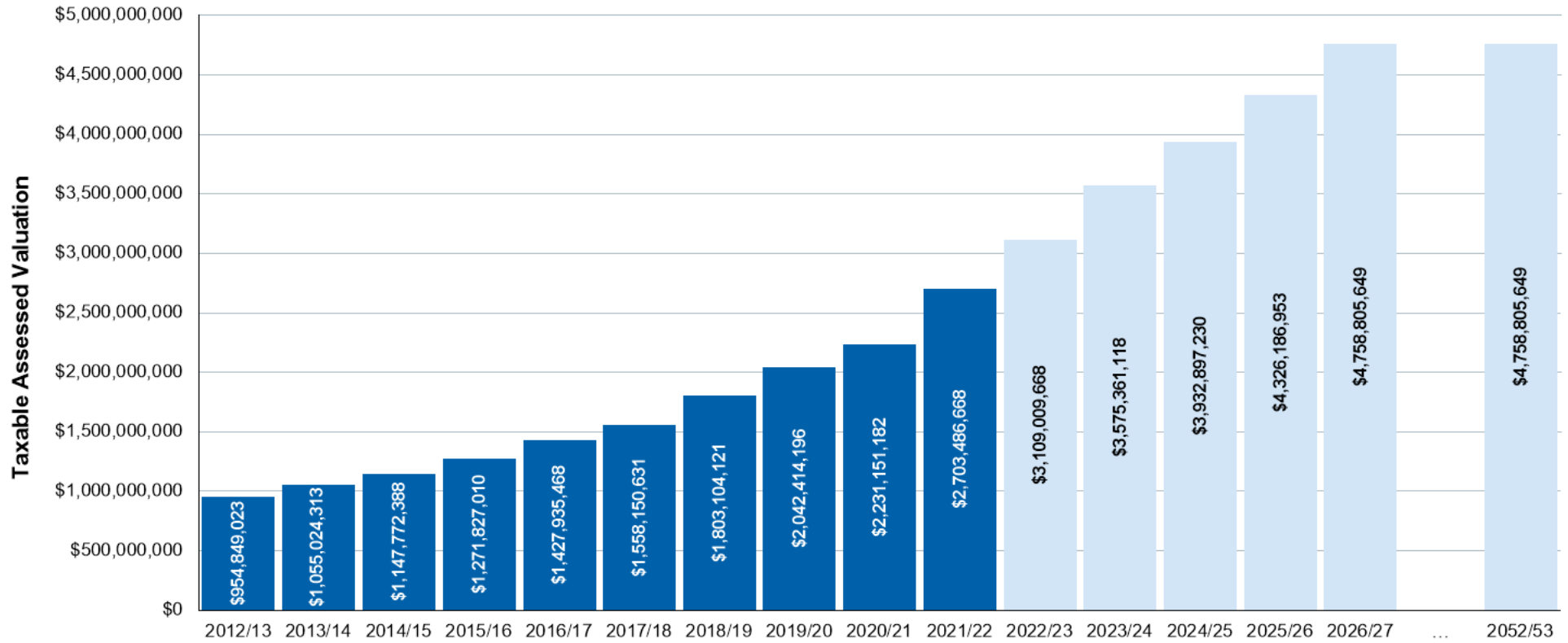
Outstanding Debt by Series



Note: Debt Service shown above includes the scheduled redemption of \$1,130,000 of Series 2021 on August 15, 2022. Assumes an interest rate of 4.00% per annum on the Series 2021 Bonds effective February 15, 2026.



Historical and Projected Net Taxable Assessed Valuation Growth (Net of Frozen Levy)



Fiscal Year	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22
Taxable Assessed Valuation	\$954,849,023	\$1,055,024,313	\$1,147,772,388	\$1,271,827,010	\$1,427,935,468	\$1,558,150,631	\$1,803,104,121	\$2,042,414,196	\$2,231,151,182	\$2,703,486,668
Percentage Change		2.68%	10.49%	8.79%	10.81%	12.27%	9.12%	15.72%	13.27%	9.24%
Dollar Change		\$24,916,583	\$100,175,290	\$92,748,075	\$124,054,622	\$156,108,458	\$130,215,163	\$244,953,490	\$239,310,075	\$188,736,986

Fiscal Year	2022/23	2023/24	2024/25	2025/26	2026/27
Taxable Assessed Valuation	\$3,109,009,668	\$3,575,361,118	\$3,932,897,230	\$4,326,186,953	\$4,758,805,649
Percentage Change		15.00%	10.00%	10.00%	10.00%
Dollar Change		\$405,523,000	\$466,351,450	\$357,536,112	\$432,618,695

Historical Average Annual Increase - Years	Historical Average Annual Increase - Years	Historical Average Annual Increase - Years	Projected Average Annual Increase - Years
2012/13-2021/22 (10-Years)	2017/18-2021/22 (5-Years)	2019/20-2021/22 (3-Years)	2022/23-2026/27 (5-Years)
11.36%	13.70%	14.56%	12.00%
\$177,355,423	\$255,110,240	\$300,127,516	\$411,063,796



Financing Scenario and Summary of Assumptions

We present the following scenario for the District's consideration:

Financing Scenario:

Issue the remaining **\$15,000,000** of new money authorization in May 2022, structured to produce a level debt service and maximize future bond capacity, utilizing a 30-year amortization.

The financing scenario is based on the assumptions summarized below:

- Assumes the Bonds will be sold via a negotiated sale on May 25, 2022. (Subject to change.)
- Assumes the first interest payment date on the Bonds will be February 15, 2023.
- Assumes a tax collection rate of 96.0%.
- Assumes current market interest rates plus 30 basis points (0.30%). (Subject to change.)
- Assumes the District's 2021/22 certified gross taxable assessed valuation is \$3,017,370,534 and grows at 15.00% for two years and 10.00% for three years.
- Assumes the District's 2021/22 certified net taxable assessed valuation is \$2,703,486,668 and grows at 15.00% for two years and 10.00% for three years.
- Assumes the District receives \$1,010,000 in 2021/22 for the I&S portion of its frozen levy revenues and that amount remains constant thereafter.
- Assumes the Bonds will not receive Existing Debt Allotment ("EDA") funding or Instructional Facilities Allotment ("IFA") funding due to the District's wealth per student level.
- Assumes that costs of issuance have been estimated at \$120,000 and the underwriter's discount has been estimated at \$7/\$1,000 of bonds. (Subject to change.)
- Assumes the District receives the Permanent School Fund ("PSF") guarantee for the Bonds. (PSF approval has been confirmed by TEA.)
- Assumes the Bonds are sold with a 10-year call option.

Updated Bond Plan



Financing Scenario - \$15,000,000

Scenario: Sell Remaining Authorization of \$15,000,000, Utilizing a 30-Year Amortization with all CIBs, 2021/22 Certified TAV to grow 15.00% for 2 years and 10.00% for 3 years, No IFA or EDA assistance.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	Tax Rate Impact Analysis -			Tier I Funds Analysis	
															P	Q	R	S	T
Fiscal Year Ending	Total Outstanding Debt Service	Less: Redeemed Debt Service	Plus: Redemption Amount	Projected Outstanding Debt Service	Preliminary Series 2022 \$15,000,000 @ 3.83%	Total Combined Debt Service	Less: Projected IFA Assistance	Less: Projected EDA Assistance	Less: Capitalized Interest	Less: Frozen Levy Revenue	Net Combined Debt Service	Gross Taxable Assessed Valuation	Net Taxable Assessed Valuation	TAV Growth	Current Tax Rate	Projected Tax Rate	Tax Rate Difference	Max Tier I Funds Needed for 50-Cent Test ⁽¹⁾	Tier I Funds Needed For Debt Service ⁽²⁾
2022	\$12,052,853		\$1,130,000	\$13,182,853		\$13,182,853	\$0	\$0	\$0	\$1,010,000	\$12,172,853	\$3,017,370,534	\$2,703,486,668	21.17%	\$0.473	\$0.469	\$0.004	\$0	\$0
2023	13,165,675	\$9,266		13,156,409	\$688,333	13,844,742	0	0	0	1,010,000	12,834,742	3,469,976,114	3,109,009,668	15.00%	0.430	0.430	(\$0.043)	0	0
2024	10,685,975	9,266		10,676,709	600,000	11,276,709	0	0	0	1,010,000	10,266,709	3,990,472,531	3,575,361,118	15.00%	0.299	0.299	(\$0.131)	0	0
2025	10,683,850	9,266		10,674,584	600,000	11,274,584	0	0	0	1,010,000	10,264,584	4,389,519,784	3,932,897,230	10.00%	0.272	0.272		0	0
2026	11,267,788	27,233		11,240,555	885,650	12,126,205	0	0	0	1,010,000	11,116,205	4,828,471,763	4,326,186,953	10.00%	0.268	0.268		0	0
2027	11,268,450	45,200		11,223,250	886,800	12,110,050	0	0	0	1,010,000	11,100,050	5,311,318,939	4,758,805,649	10.00%	0.243	0.243		0	0
2028	11,268,350	45,200		11,223,150	884,550	12,107,700	0	0	0	1,010,000	11,097,700	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2029	11,268,825	45,200		11,223,625	888,550	12,112,175	0	0	0	1,010,000	11,102,175	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2030	11,268,275	45,200		11,223,075	886,675	12,109,750	0	0	0	1,010,000	11,099,750	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2031	11,267,200	45,200		11,222,000	888,925	12,110,925	0	0	0	1,010,000	11,100,925	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2032	11,268,975	45,200		11,223,775	885,300	12,109,075	0	0	0	1,010,000	11,099,075	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2033	11,269,850	45,200		11,224,650	885,800	12,110,450	0	0	0	1,010,000	11,100,450	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2034	11,264,575	45,200		11,219,375	885,300	12,104,675	0	0	0	1,010,000	11,094,675	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2035	11,267,025	45,200		11,221,825	886,000	12,107,825	0	0	0	1,010,000	11,097,825	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2036	11,264,200	45,200		11,219,000	888,000	12,107,000	0	0	0	1,010,000	11,097,000	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2037	11,270,650	45,200		11,225,450	884,300	12,109,750	0	0	0	1,010,000	11,099,750	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2038	11,265,975	45,200		11,220,775	884,900	12,105,675	0	0	0	1,010,000	11,095,675	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2039	11,264,850	45,200		11,219,650	884,700	12,104,350	0	0	0	1,010,000	11,094,350	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2040	11,265,750	45,200		11,220,550	888,600	12,109,150	0	0	0	1,010,000	11,099,150	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2041	11,268,775	45,200		11,223,575	886,600	12,110,175	0	0	0	1,010,000	11,100,175	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2042	11,269,900	45,200		11,224,700	888,700	12,113,400	0	0	0	1,010,000	11,103,400	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2043	11,268,400	45,200		11,223,200	884,900	12,108,100	0	0	0	1,010,000	11,098,100	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2044	11,268,600	45,200		11,223,400	885,200	12,108,600	0	0	0	1,010,000	11,098,600	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2045	11,269,900	45,200		11,224,700	884,500	12,109,200	0	0	0	1,010,000	11,099,200	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2046	11,261,900	45,200		11,216,700	887,700	12,104,400	0	0	0	1,010,000	11,094,400	5,311,318,939	4,758,805,649	0.00%	0.243	0.243		0	0
2047	5,590,625	45,200		5,505,425	884,800	6,390,225	0	0	0	1,010,000	5,380,225	5,311,318,939	4,758,805,649	0.00%	0.118	0.118		0	0
2048	5,590,125	45,200		5,504,925	885,800	6,390,725	0	0	0	1,010,000	5,380,725	5,311,318,939	4,758,805,649	0.00%	0.118	0.118		0	0
2049	5,548,200	45,200		5,503,000	885,600	6,388,600	0	0	0	1,010,000	5,378,600	5,311,318,939	4,758,805,649	0.00%	0.118	0.118		0	0
2050	3,195,400	45,200		3,150,200	884,200	4,034,400	0	0	0	1,010,000	3,024,400	5,311,318,939	4,758,805,649	0.00%	0.066	0.066		0	0
2051	3,192,600	1,152,800		2,040,000	886,500	2,926,500	0	0	0	1,010,000	1,916,500	5,311,318,939	4,758,805,649	0.00%	0.042	0.042		0	0
2052				0	887,400	887,400	0	0	0	0	887,400	5,311,318,939	4,758,805,649	0.00%	0.019	0.019		0	0
Total	\$306,243,515	\$2,292,431	\$1,130,000	\$305,081,084	\$25,814,283	\$330,895,368	\$0	\$0	\$0	\$30,300,000	\$300,595,368								

⁽¹⁾ Based upon the District's taxable assessed valuation in fiscal year 2021/22.
⁽²⁾ Based upon the District's annual projected taxable assessed valuation in each respective fiscal year.
 NOTE: Series 2021 variable rate bonds assumed that interest rate steps to 4.00% on February 15, 2026 for illustrative purposes only.

Preliminary Timetable*



Unlimited Tax School Building Bonds, Series 2022

Apr-2022							May-2022							Jun-2022						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7			1	2	3	4	
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		

Financing Team Members	Responsibility
	MVSD - Medina Valley Independent School District (Issuer)
	RBC - RBC Capital Markets (Financial Advisor)
	MPH - McCall, Parkhurst & Horton L.L.P. (Bond Counsel)
	UW - Underwriter(s)

Date	Action	Responsibility
13-Apr-22	Request Information for Preliminary Official Statement ("POS")	MVSD, RBC
18-Apr-22	Regular Board Meeting - Review Preliminary Financing Plan and Formally Approve Parameters Order	MVSD, RBC, MPH
19-Apr-22	Submit Application for PSF Guarantee	RBC
20-Apr-22	Request for Information Returned to RBC	MVSD
27-Apr-22	Send Draft POS and Credit Info to Rating Agency	RBC
04-May-22	Distribute Draft POS for Comments	RBC
11-May-22	Deadline for Comments to Draft POS	All Parties
12-May-22	Conference Call with Credit Rating Agency	MVSD, RBC
20-May-22	Receive PSF Guarantee	All Parties
20-May-22	Receive Credit Ratings	MVSD, RBC
18-May-22	Distribute POS to Potential Purchasers	MVSD, RBC
25-May-22	Negotiated Bond Sale - Pricing of the Bonds	MVSD, RBC, UW
25-May-22	District Official Approves Pricing Certificate for the Bonds (Interest Rates Locked In)	MVSD, RBC, MPH
26-May-22	Submit Documents to Attorney General for Approval	MPH
26-May-22	Distribute Draft of Final Official Statement ("OS") for Comments	RBC
01-Jun-22	Receive Comments, Finalize & Distribute OS	All Parties
22-Jun-22	Closing - Transfer of Funds and Bonds Delivered	All Parties

*Preliminary, subject to change as market conditions warrant. As of April 13, 2022.

Medina Valley Independent School District
Unlimited Tax School Building Bonds, Series 2022

Timetable*

Apr-2022							May-2022							Jun-2022						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		

Financing Team Members	MVISD - Medina Valley Independent School District (Issuer) RBC - RBC Capital Markets (Financial Advisor) MPH - McCall, Parkhurst & Horton L.L.P. (Bond Counsel) UW - Underwriter(s)
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Date	Action	Responsibility
13-Apr-22	Request Information for Preliminary Official Statement ("POS")	MVISD, RBC
18-Apr-22	Regular Board Meeting - Review Preliminary Financing Plan and Formally Approve Parameters Order	MVISD, RBC, MPH
19-Apr-22	Submit Application for PSF Guarantee	RBC
20-Apr-22	Request for Information Returned to RBC	MVISD
27-Apr-22	Send Draft POS and Credit Info to Rating Agency	RBC
04-May-22	Distribute Draft POS for Comments	RBC
11-May-22	Deadline for Comments to Draft POS	All Parties
12-May-22	Conference Call with Credit Rating Agency	MVISD, RBC
20-May-22	Receive PSF Guarantee	All Parties
20-May-22	Receive Credit Ratings	MVISD, RBC
18-May-22	Distribute POS to Potential Purchasers	MVISD, RBC
25-May-22	Negotiated Bond Sale - Pricing of the Bonds	MVISD, RBC, UW
25-May-22	District Official Approves Pricing Certificate for the Bonds (Interest Rates Locked In)	MVISD, RBC, MPH
26-May-22	Submit Documents to Attorney General for Approval	MPH
26-May-22	Distribute Draft of Final Official Statement ("OS") for Comments	RBC
01-Jun-22	Receive Comments, Finalize & Distribute OS	All Parties
22-Jun-22	Closing - Transfer of Funds and Bonds Delivered	All Parties

* Preliminary, subject to change. As of April 8, 2022.



AN ORDER BY THE BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF “MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2022”; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE CONTRACT; COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; DELEGATING THE AUTHORITY TO CERTAIN DISTRICT STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees (the *Governing Body*) of the Medina Valley Independent School District (the *Issuer* or the *District*) hereby finds and determines that school building bonds in the total principal amount of \$15,000,000 (being the principal amount of \$ _____ plus an allocated amount of the [net] premium of \$ _____), being the third and final installment or series of school building bonds approved and authorized to be issued at an election held on May 4, 2019 (the *Election*), should be issued and sold at this time; the respective authorized purposes and amounts authorized to be issued therefor, amounts previously issued, amounts being issued pursuant to this order, and amounts remaining to be issued from such voted authorizations subsequent to the date hereof as follows:

Authorized Purpose: designing, constructing, renovating, improving, upgrading, updating, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities) and the purchase of the necessary sites for school facilities;

Purpose	Date Authorized	Amount (\$) Authorized	Amount (\$) Previously Issued	Amount (\$) Being Issued	Unissued Balance (\$)
School Building and school sites	May 4, 2019	107,000,000	92,000,000	15,000,000	-0-

*Includes the Bonds and certain [net] premium allocations.

WHEREAS, pursuant to the provisions of Chapter 45, as amended, Texas Education Code (*Chapter 45*), and Chapter 1371, as amended, Texas Government Code (*Chapter 1371*), the Issuer is authorized to issue unlimited tax school building bonds for authorized purposes;

WHEREAS, the Governing Body hereby finds and determines that, pursuant to the authority provided by Chapter 1371, the delegation of each Authorized Official (defined herein) with the authority to execute the Approval Certificate (a form of which is attached hereto as Exhibit

A) to approve the final terms as set forth in the Approval Certificate is in the best interest of the Issuer; and

WHEREAS, the Governing Body hereby finds and determines that the issuance of the school building bonds is in the best interests of the residents of the Issuer; now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1: Authorization - Designation - Principal Amount - Purpose - Bond Date. Unlimited tax school building bonds of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____ to be designated and bear the title “MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2022” (the *Bonds*), for the purposes of providing funds for (i) designing, constructing, renovating, improving, upgrading, updating, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities) and the purchase of the necessary sites for school facilities; and (ii) paying the costs of issuing the Bonds, pursuant to the authority conferred by the Election and in conformity with the laws of the State of Texas, including Chapter 45, as amended, Texas Education Code and Chapter 1371. The Bonds shall be dated _____, 2022 (the *Bond Date*) and interest shall accrue as provided in Section 2 hereof.

As authorized by Chapter 1371, each Authorized Official (as defined herein) is authorized, appointed, and designated as the officer of the District authorized to act on behalf of the District in selling and delivering the Bonds authorized herein and carrying out the procedures specified in this Order, including the method of sale (whether competitive or negotiated), approval of the aggregate principal amount of each maturity of the Bonds, the redemption provisions therefor, the Bond Date thereof, the designation of the Bonds as taxable or tax-exempt obligations, and the rate of interest to be borne on the principal amount of each series. Each Authorized Official, acting for and on behalf of the District, is authorized to execute the Approval Certificate attached as Exhibit A hereto. The Bonds shall be issued in the principal amount not to exceed \$15,000,000, the latest permitted maturity of the Bonds will be February 1, 2062, and the net effective per annum interest rate shall not exceed a rate greater than 6.00% per annum calculated in a manner consistent with the provisions of Chapter 1204, as amended, Texas Government Code.

Each Authorized Official, acting for and on behalf of the District, is authorized, to complete and execute an Approval Certificate, in substantially the form attached as Exhibit A hereto. The execution of the Approval Certificate shall evidence the sale date of the Bonds by the District to the initial purchasers thereof. Upon execution of an Approval Certificate, Bond Counsel is authorized to complete a copy of this Order as evidence of the issuance of the Bonds pursuant to the delegated authority granted hereunder and to reflect such final terms for the Bonds, which includes selection of the appropriate terms to reflect the final transaction structure and terms of sale evidenced in the Approval Certificate. In addition to the foregoing, each Authorized Official is authorized to execute, as the act and deed of the District and on behalf of the Board, any and all contracts, agreements, letters, and certificates, relative to the Bonds that may be required by this Order, as supplemented in the manner described above, or determined to be necessary or advisable in connection with the issuance of Bonds hereunder. It is further provided, however, that notwithstanding the foregoing provisions, no Bonds shall be delivered unless prior to delivery, the

Bonds shall have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations, without coupons shall be issued in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), shall be lettered "R" and numbered consecutively from One (1) upward and principal shall become due and payable on _____ in each of the years and in amounts as described below (the *Stated Maturities*) and bear interest at the rates per annum in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
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The Bonds shall bear interest on the unpaid principal amounts from the Delivery Date (scheduled to occur on _____), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable semiannually on each _____ and _____, commencing _____, 2022 (each, an *Interest Payment Date*).

SECTION 3: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds due and payable by reason of Stated Maturity, redemption, or otherwise shall be payable, without exchange or collection charges to the registered owners of the Bonds (the *Holder* or *Holder*s), appearing on the Security Register (hereinafter defined) maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of _____, _____, _____ (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Bonds is hereby

approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto, in substantially final form, as Exhibit B, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, (ii) an association or a corporation organized and doing business under the laws of the United States or any state, authorized under such laws to exercise trust powers. The Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate trust office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the Holder whose name appears on the Security Register (i) on the Record Date (hereinafter defined) for purposes of paying interest on the Bonds, and (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof and redemption premium thereon, if any, upon redemption of the Bonds or at the Bonds' Stated Maturity. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the Record Date (the fifteenth day of the month next preceding each Interest Payment Date for the Bonds) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be

established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the fifteenth day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

A. Mandatory Redemption of Bonds. The Bonds stated to mature on _____, 20__ and _____, 20__ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to its stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on _____ in the years as set forth below:

Term Bonds Stated to Mature on _____, 20__		Term Bonds Stated to Mature on _____, 20__	
<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Year</u>	<u>Principal Amount (\$)</u>

*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bond of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption of Bonds. The Bonds having Stated Maturities on and after _____, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on _____, 20__, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and

by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Issuer shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Issuer to exercise the right to redeem the Bonds shall be entered in the minutes of the Governing Body of the Issuer.

D. Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to the redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the Issuer and at the Issuer's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the time such notice of redemption is mailed, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bond (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Bonds shall not be deemed to be Outstanding.

F. Transfer/Exchange of Bonds. Neither the Issuer nor the Paying Agent/Registrar shall be required to transfer or exchange any Bonds called for redemption, in whole or in part, during a period beginning forty-five (45) days prior to the redemption date; provided, however such limitation shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to partial redemption.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of like kind or of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond (other than the Initial Bond authorized in Section 7 hereof) at the corporate trust office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the Issuer of authorized denomination and having the same Stated Maturity and of a like aggregate principal amount and interest rate as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the Issuer to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or sent by United States registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 15 of this Order in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 6: Execution - Registration. The Bonds shall be executed on behalf of the Issuer by the President or Vice President of the Governing Body under its seal reproduced or impressed thereon and attested by the Secretary of the Governing Body. The signature of said officers on the Bonds may be manual, electronic, or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the Issuer on the Bond Date shall be deemed to be duly executed on behalf of the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the Purchasers and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual, facsimile, or electronic signature or otherwise, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual, facsimile, or electronic signature. Either of these certificates upon any Bond shall be conclusive evidence, and the only evidence required, that such Bond has been duly certified or registered and delivered.

SECTION 7: Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered Bond in the aggregate principal amount of \$_____ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the *Initial Bond*), and the Initial Bond shall be registered in the name of the Purchasers or the designee thereof, as further described in Section 16 hereof. The Initial Bond shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including the guarantee of the Permanent School Fund, insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing such Bonds as evidenced by their execution

thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

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B. Form of Definitive Bond.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America
State of Texas
Counties of Medina and Bexar
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2022

Bond Date: _____, 2022 Interest Rate: _____ Stated Maturity: _____ CUSIP NO: _____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The Medina Valley Independent School District (the *Issuer*), a body corporate and political subdivision in the Counties of Medina and Bexar, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the Stated Maturity date specified above (or so much as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the Delivery Date (scheduled to be _____), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or to Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable semiannually on each _____ and _____, commencing _____, 2022 (each, an *Interest Payment Date*).

Principal and premium, if any, of this Bond shall be payable to the Holder hereof, upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ _____ (the *Bonds*) pursuant to an order adopted by the Governing Body of the Issuer (the *Order*) for the purpose of providing funds for (i) designing, constructing, renovating, improving, upgrading, updating, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities) and the purchase of the necessary sites for school facilities; and (ii) paying the costs of issuing the Bonds, pursuant to the authority conferred by an election held in the Issuer on May 4, 2019, and in conformity with the laws of the State of Texas, including Chapter 45, as amended, Texas Education Code.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property within the Issuer.

The Bonds stated to mature on _____, 20__ and _____, 20__ are referred to herein as the “Term Bonds”. The Term Bonds are subject to mandatory sinking fund redemption prior to its stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on _____ in the year as set forth below:

Term Bonds Stated to Mature on _____, 20__	Term Bonds Stated to Mature on _____, 20__
<u>Year</u> <u>Principal Amount (\$)</u>	<u>Principal Amount (\$)</u>

*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bond of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Order, the Bonds stated to mature on and after _____, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on _____, 20__, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the

date of redemption, and upon thirty (30) days prior written notice being given by the Paying Agent/Registrar and subject to the terms and provisions relating thereto contained in the Order. If this Bond is subject to prior redemption and is of a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office there shall be issued to the Holder hereof, without charge therefor, for the then unredeemed balance of the principal sum hereof, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided by the Order.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable thereon from and after the redemption date on the principal amount scheduled to be redeemed. If this Bond is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond, within forty-five (45) days from the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond that is redeemed in part.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to its Stated Maturity and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned to them in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred only upon its presentation and surrender at the corporate trust office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Holder hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying Agent/Registrar. When a transfer occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same principal amount that remains Outstanding will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, or redemption, in whole or in part, and (iii) on

any date as the owner for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the Special Payment Date--which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the fifteenth day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the Issuer is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the Issuer have been properly done, have happened, and have been performed in regular and due time, form and manner as required by the laws of the State of Texas and the Order; that the Bonds do not exceed any Constitutional or statutory limitations; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond or application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Bond shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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IN WITNESS WHEREOF, the Board of Trustees of the Issuer has caused this Bond to be duly executed under its official seal.

MEDINA VALLEY INDEPENDENT
SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(ISSUER SEAL)

C. *Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF §
PUBLIC ACCOUNTS §
THE STATE OF TEXAS § REGISTER NO. _____
§

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Bonds.

D. *Form of Registration Certificate of Paying Agent/Registrar to Appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Order; the Bond or Bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: _____, _____, _____,
as Paying Agent/Registrar

By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

[The remainder of this page intentionally left blank.]

F. The Initial Bond for the Bonds shall be in the form set forth therefor in paragraph B of this Section, except as follows:

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED
NO. T-1

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America
State of Texas
Counties of Medina and Bexar
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2022

Bond Date: _____, 2022 Interest Rate: "As Shown Below" Stated Maturity: "As Shown Below" CUSIP NO: _____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The Medina Valley Independent School District (the *Issuer*), a body corporate and political subdivision in the Counties of Medina and Bexar, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the first day of February in each of the years and in the Principal Amounts and bearing interest at the per annum rates in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
-------------------------------------	-----------------------------------	-------------------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Delivery Date (scheduled to be _____) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on each _____ and _____, commencing _____, 2022 (each, an *Interest Payment Date*).

Principal and premium, if any, of this Bond shall be payable at its Stated Maturity or prior redemption, while Outstanding, to the Holder hereof, upon its presentation and surrender, at the corporate trust office of _____, _____, _____ (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. Permanent School Fund or Insurance Legends. If bond insurance is obtained by the Purchasers, or if the Bonds are guaranteed by the Permanent School Fund of the State of Texas, the Definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the insurer to appear under the following header:

[BOND INSURANCE] [PERMANENT SCHOOL FUND GUARANTEE]
[END OF FORMS]

SECTION 9: Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Section 37 of this Order have the meanings assigned to them in Section 37 of this Order, and all such terms, include the plural as well as the singular; (ii) all references in this Order to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Official* shall mean each of the President, Board of Trustees, the Secretary, Board of Trustees, the Superintendent of Schools, and the Assistant Superintendent of Finance and Operations (or any successor to any of the aforementioned persons serving, or any person serving on an interim basis or in an acting position in the indicated capacity).

B. The term *Closing Date* shall mean the date of physical delivery of the Initial Bond in exchange for the payment of the agreed purchase price for the Bonds.

C. The term *Government Securities* shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a

state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

D. The term *Holder or Holders* shall mean the registered owner or owners of the Bonds appearing on the Security Register maintained by the Paying Agent/Registrar.

E. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being semiannually on each _____ and _____, commencing _____, 2022, while any of the Bonds remain Outstanding.

F. The term *Order* shall mean this order adopted by the Governing Body on the date hereof.

G. The term *Outstanding* shall mean, as of the date of determination, all Bonds issued and delivered under this Order, except:

(1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the Issuer in accordance with the provisions of Section 20 of this Order; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 15 of this Order.

H. The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 16 of this Order.

I. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on _____ of each year as set forth in Section 2 of this Order.

SECTION 10: Bond Fund - Investments. For the purpose of paying the principal of, premium, if any, and interest on the Bonds, at the earlier of redemption or Stated Maturity, there shall be and is hereby created a special Fund to be designated "SERIES 2022 MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS INTEREST AND SINKING FUND" (the *Bond Fund*), which Fund shall be kept and maintained at the Issuer's depository bank, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 18. Any Authorized Official of the Issuer is hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the principal of and interest on the Bonds as the same become due and payable, or the purchase price thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the purchase price or the amount of principal, premium, if any, and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be

deposited with the Paying Agent/Registrar on or before the fifteenth day next preceding each interest and principal payment date for the Bonds. To the extent that the Issuer receives an allocation from the Existing Debt Allotment or the Instructional Facilities Allotment established pursuant to Chapter 46, as amended, Texas Education Code or credits a portion of its Basic Allotment established pursuant to Subchapter B of Chapter 42, as amended, Texas Education Code, in order to satisfy Section 45.0031, as amended, Texas Education Code, the Issuer will comply with the provisions of Section 46.009(d), as amended, Texas Education Code and the aforementioned Section 45.0031 concerning the deposit of these funds into the Bond Fund.

Pending the transfer of funds to the Paying Agent/Registrar, money in any fund created and established pursuant to the provisions of this Order may, at the option of the Issuer, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from the Bond Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any funds created pursuant to the provisions of this Order shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

SECTION 11: Levy of Taxes - Surplus Bond Proceeds. To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the Issuer, without legal limit as to rate or amount, sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars valuation of taxable property in the Issuer for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of, premium, if any, and interest on the Bonds, while any Bond remains Outstanding; full allowance being made for delinquencies and costs of collection. The taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the Issuer and shall be deposited into the Bond Fund; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

Accrued interest on the Bonds received from the Purchasers, if any, and any surplus proceeds, including investment income therefrom, from the sale of the Bonds (which includes unspent investment income from Bond proceeds) not expended for authorized purposes shall be

deposited into the Bond Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in the Bond Fund from ad valorem taxes.

SECTION 12: Security of Funds. All money on deposit in the Fund for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Fund shall be used only for the purposes permitted by this Order.

SECTION 13: Notices to Holders-Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 14: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 15: Mutilated- Destroyed - Lost and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity, interest rate, and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond, or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses or charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 16: Sale of Bonds at a Negotiated Sale – Authorization of Purchase Contract – Official Statement Approval – Use of Proceeds. The Bonds authorized by this Order are hereby sold by the District to _____, _____, _____, as the authorized representative of a group of underwriters at a negotiated sale (the *Purchasers*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of a Purchase Contract (the *Purchase Contract*), dated _____, 2022, attached hereto as Exhibit C and incorporated herein by reference as a part of this Order for all purposes. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the Issuer. The Initial Bond shall be registered in the name of _____. Any Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Issuer and as the act and deed of this Governing Body, and in regard to the approval and execution of the Purchase Contract, the Governing Body hereby finds, determines and declares that the representations, warranties, and agreements of the Issuer contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the Issuer. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Purchase Contract.

Furthermore, the District hereby ratifies, confirms, and approves in all respects (i) the Issuer's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined) and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale (together with such changes approved by any Authorized Official), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated June 24, 2022, in the reoffering, sale and delivery of the Bonds to the public. The President and the Secretary of the Governing Body are further authorized and directed to manually, facsimile, or electronically execute and deliver for and on behalf of the Issuer copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually, facsimile, or electronically executed by said officials shall be deemed to be approved by the Governing Body and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the Issuer are hereby authorized to execute and deliver

a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

Proceeds from the sale of the Bonds shall be applied as follows:

A. The District received a [net] reoffering premium from the sale of the Bonds of \$ _____, which is hereby allocated by the District in the following manner: (1) \$ _____ to pay the Purchasers' compensation; (2) \$ _____ shall be used to pay certain costs of issuance; and (3) \$ _____ shall be deposited into the special construction account or accounts created for the projects to be constructed with the Bond proceeds; and

B. The balance of the proceeds derived from the sale of the Bonds (including the portion of the reoffering premium in the amount of \$ _____ as described in paragraph A above and principal amount of \$ _____ derived from the sale of the Bonds) (after paying other costs of issuance and the other deposits referred to in Paragraph A above), plus \$ _____ in accrued interest shall be deposited into the special construction account or accounts created for the projects to be constructed with the Bond proceeds. This special construction account shall be established and maintained at the Issuer's depository bank and shall be invested in accordance with the provisions of Section 10 of this Order. Interest earned on the proceeds of the Bonds pending completion of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 11.

SECTION 17: Permanent School Fund Guarantee. In accordance with the provisions of Subchapter C of Chapter 45 of the Texas Education Code, as amended, and 19 Texas Administrative Code Section 33.65, the Issuer has made application to, and received approval from, the Commissioner of Education of the State of Texas (the *Commissioner*) for the Bonds to be guaranteed as to the payment of principal and interest thereon by the "Permanent School Fund", created, established, and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas, subject to compliance with the Texas Education Agency's rules and regulations. This constitutional provision also provides for the creation and funding of the "Available School Fund".

By virtue of the approval of the Bonds being eligible for such guarantee, the Issuer hereby covenants, agrees, and acknowledges that:

(1) Immediately following a determination by the Issuer of its inability to pay any principal payment or interest installment on the Bonds, and in no event later than five (5) days prior to a Stated Maturity or Interest Payment Date, the Superintendent of Schools of the Issuer shall notify the Commissioner, in the name of the Issuer, of (a) the Issuer's inability to pay all or any portion of the principal amount or interest installment of one or more Bonds, (b) the total dollar amount of funds required by the Issuer to pay in full the principal of and interest on the Bonds which the Issuer is unable to pay, (c) the name and address of the Paying Agent/Registrar for the Bonds, (d) the date when funds for the payment of the Bonds or interest thereon shall be required to be furnished to the Issuer and

deposited with the Paying Agent/Registrar, and (e) such other information as the Commissioner shall require;

(2) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders;

(3) If the Issuer fails to pay the principal of and interest on any Bond and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Section 45.059(b) of the Texas Education Code, as amended, shall prevail, to the extent of conflict, over the provisions of Section 14 hereof and such amount or amounts paid with funds from the Permanent School Fund or the Available School Fund, plus interest on such amount or amounts, shall be deducted from the first funds (being foundation school fund payments first, then available school fund payments) the Issuer would otherwise be lawfully entitled to receive from the State of Texas, until full reimbursement of such amount or amounts has been made to the Permanent School Fund;

(4) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines that the Issuer is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the Issuer and its officers, agents, and employees to comply with the duties required by law in regard to the Bonds; and

(5) If the Issuer fails to pay principal or interest on a Bond when it matures, other amounts not yet mature shall not be accelerated and shall not become due by virtue of the Issuer's default.

If the principal of, premium, if any, and interest on the Bonds are paid prior to Stated Maturity or if the Bonds are defeased as provided in Section 20, the guarantee as to payment of principal of and interest on the Bonds by the corpus and income of the Permanent School Fund shall immediately be terminated and be removed in its entirety. Notice of any such prepayment, redemption, or defeasance shall be forwarded to the Commissioner within ten (10) calendar days of such action.

SECTION 18: Covenants to Maintain Tax-Exempt Status.

A. Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the *Code*), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or

indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the “private business use” described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a “private business use” which is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as “private activity bonds” within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with -

(a) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(b) Amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(c) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the “Excess Earnings”, within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

B. Rebate Fund. In order to facilitate compliance with the above covenant (8), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

C. Proceeds. The Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds and any replacement funds administered by the Texas State Board of Education as part of the Permanent School Fund. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs any Authorized Official to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

D. Allocation Of, and Limitation On, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the *Project*) on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an

opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

E. Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

F. Written Procedures. Unless superseded by another action of the Issuer, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the Governing Body hereby adopts and establishes the instructions attached hereto as Exhibit E, as the Issuer's written procedures.

G. Reimbursement. This Order is intended to satisfy the official requirements set forth in section 1.150-2 of the Treasury Regulations.

SECTION 19: Control and Custody of Bonds. The President of the Governing Body shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond pending approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchasers.

Furthermore, each Authorized Official is hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the Issuer's Financial Advisor, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 20: Satisfaction of Obligation of Issuer. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amounts thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amounts thereof at Stated Maturity, or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held

in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amounts thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Bonds. In the event of a defeasance of the Bonds, the Issuer shall deliver a certificate from its financial advisor, an independent accounting firm, the Paying Agent/Registrar, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. As and to the extent applicable, if at all, the Issuer covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code.

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amounts thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Bonds such money was deposited and is held in trust to pay shall, upon the request of the Issuer, be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the Issuer expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

SECTION 21: Order a Contract - Amendments - Outstanding Bonds. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Bonds. This Order shall constitute a contract with the Holders from time to time, shall be binding on the Issuer, and shall not be amended or repealed by the Issuer so long as any Bond remains Outstanding except as permitted in this Section. The Issuer, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may,

with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 22: Facilities Allotment Revenues. In connection with the issuance of the Bonds, the Issuer may make application to the Texas Education Agency for financial assistance from the State of Texas (the *State*) in accordance with the instructional facilities allotment funding program established pursuant to Chapter 46, as amended, Texas Education Code (the *Program*). In each fiscal year in which the Issuer received funding under the existing debt allotment program, the Program, or any successor State funding programs which provide a debt service subsidy for the Bonds (such funds being collectively referred to herein as Debt Subsidy Funds), the Issuer shall deposit immediately upon receipt the Debt Subsidy Funds received to the credit of the Bond Fund created pursuant to Section 10. Notwithstanding the requirements of Section 11, if the Debt Subsidy Funds are actually on deposit in the Bond Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 11 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Bond Fund.

SECTION 23: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (a) defaults in the payments to be made to the Bond Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Holders of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Governing Body and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 24: Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of McCall, Parkhurst & Horton L.L.P., San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Bonds, the opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of the opinion on the reverse side of each of the Bonds, with an appropriate certificate pertaining thereto executed by the facsimile signature of the President or Secretary of the Governing Body, is hereby approved and authorized.

SECTION 25: CUSIP Numbers. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Issuer nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION 26: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 27: Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, the Purchasers, and the Holders.

SECTION 28: Inconsistent Provisions. All orders, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters herein provided.

SECTION 29: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 30: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 31: Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other persons or circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Order would have been enacted without such invalid provision.

SECTION 32: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 33: Authorization of Paying Agent/Registrar Agreement. The Governing Body hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement pertaining to the registration, transferability, exchange, and payment of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit B and is incorporated herein by reference as fully as if recopied in its entirety in this Order.

SECTION 34: Incorporation of Preamble Recitals. The recitals contained in the preamble to this Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 35: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 36: No Recourse Against Issuer Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Order against any official of the Issuer or any person executing any Bond.

SECTION 37: Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

MSRB means the Municipal Securities Rulemaking Board.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

Undertaking means the District's continuing disclosure undertaking, described in Paragraphs B through E below, hereunder accepted and entered into by the District for the purpose of compliance with the Rule.

B. Annual Reports.

The Issuer shall file annually with the MSRB, (1) within six months after the end of each fiscal year ending in or after 2022, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 16 of this Order, being the information described in Exhibit D hereto, and (2) if not provided as part such financial information and operating data, audited financial statements of the Issuer, when and if

available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit D hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 44, as amended, Texas Education Code, the Issuer must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified or permitted public accountant and must file each audit report with the Texas Education Agency within 150 days after the close of the Issuer's fiscal year. Copies of each audit report must also be filed in the office of the Issuer and with the President or Secretary, Board of Trustees. The Issuer's fiscal records and audit reports are available for public inspection during the regular business hours of the District. Additionally, upon the filing of these financial statements and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the Issuer changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The Issuer shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the Issuer, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(15) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affects security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer, and (b) the District intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Issuer in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The Issuer may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the Issuer also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation, in narrative form, of the reasons

for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format - Incorporation by Reference.

The Issuer information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

F. General Policies and Procedures Concerning Compliance with the Rule.

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential “underwriters” in a negotiated sale of the Bonds or the initial purchasers in a competitive sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the Issuer hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit F, with which the Issuer shall follow to assure compliance with the Undertaking. The Issuer has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the Issuer’s financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the Issuer and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

SECTION 38: Book-Entry-Only System.

The Bonds shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bond described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with

DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit G (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest on the Bonds pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 39: Further Procedures. The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale

and delivery of the Bonds, the Paying Agent/Registrar Agreement, and the Purchase Contract. In addition, prior to the initial delivery of the Bonds, each Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (1) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order, (2) obtain a rating from any nationally recognized rating service, or (3) obtain the approval of the Bonds by the Texas Attorney General's office. Bond Counsel is further authorized to institute any bond validation suit under Chapter 1205, as amended, Texas Government Code (or any successor statute thereto) related to the Bonds while the Bonds are outstanding and unpaid. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 40: Delegation Authorization Pursuant to HB 1295. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, pursuant to the Act, and any other applicable law, the Board, pursuant to the Act and other applicable law, hereby delegates to the Superintendent of Schools and/or Assistant Superintendent of Finance and Operations the authority to independently select the counterparty to any paying agent/registrar, rating agency, bond insurer, securities depository, or any other contract that is determined by the Superintendent of Schools, the Assistant Superintendent of Finance and Operations, the District's Financial Advisor, or the District's Bond Counsel to be necessary or incidental to the issuance of the Bonds as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code, as amended (collectively, the *Ancillary Bond Contracts*) and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the District. The Board has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts.

SECTION 41: Issuer's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Authorized Official, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 42: Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

* * *

PASSED AND ADOPTED, this 18th day of April, 2022.

MEDINA VALLEY INDEPENDENT SCHOOL
DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(DISTRICT SEAL)

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INDEX TO EXHIBITS

Exhibit A.....	Approval Certificate
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Exhibit C.....	Purchase Contract
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EXHIBIT A

Approval Certificate

See Tab No. __

EXHIBIT B

Paying Agent/Registrar Agreement

See Tab No. ___

EXHIBIT C

Purchase Contract

See Tab No. __

EXHIBIT D

Description of Annual Financial Information

The following information is referred to in Section 37 of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the District to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

- (1) The quantitative financial information and operating data of the District of the general type included in Appendix A of the Official Statement.
- (2) The District's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the District appended to the Official Statement as Appendix C, but for the most recently concluded fiscal year.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

EXHIBIT E

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of proceeds of the Bonds, the Issuer's Assistant Superintendent of Finance and Operations (the *Responsible Person*), will:

- (i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Bonds will be entered into within six (6) months of the date of delivery of the Bonds (the Issue Date);
- (ii) monitor that at least 85% of the proceeds of the Bonds to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;
- (iii) restrict the yield of the investments to the yield on the Bonds after three (3) years of the Issue Date;
- (iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Bonds does not exceed an amount equal to the debt service on the Bonds in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Bonds for the immediately preceding 12-month period;
- (v) ensure that no more than 50% of the proceeds of the Bonds are invested in an investment with a guaranteed yield for 4 years or more;
- (vi) maintain any official action of the Issuer (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Bonds any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- (vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
- (viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Bonds are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- (i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- (ii) monitor whether, at any time the Bonds are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- (iii) monitor whether, at any time the Bonds are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- (iv) monitor whether, at any time the Bonds are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- (v) determine whether, at any time the Bonds are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- (vi) determine whether, at any time the Bonds are outstanding, the facilities are sold or otherwise disposed of; and
- (vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Bonds and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Bonds. If any portion of the Bonds is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Bonds. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT F

General Policies and Procedures Concerning Compliance with the Rule

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 37 of the Order. “Bonds” refers to the Bonds that are the subject of the Order to which this Exhibit is attached.

II. As a capital markets participant, the District is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the District’s compliance with the Rule.

III. The District is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 37 of the Order, which provisions are a part of the Undertaking.

IV. The District is aware that “participating underwriters” (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the District is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The District now establishes the following general policies and procedures (the *Policies and Procedures*) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the District’s informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the District’s obligations under the Rule, the advice from and discussions with the District’s internal senior staff (including staff charged with administering the District’s financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):

1. the Superintendent of the District or the Assistant Superintendent of Finance and Operations (the *Compliance Officer*) shall be responsible for satisfying the District’s obligations pursuant to the Undertaking through adherence to these Policies and Procedures;
2. the Compliance Officer shall establish reminder or “tickler” systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the District’s information of the type described in Section 37 of the Order;

3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 37 of the Order;
4. the Compliance Officer shall work with external consultants of the District, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the District and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;
5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the District, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;
6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any District agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;
7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the District; and
8. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the District’s internal staff identified by the Compliance Officer to assist with the District’s satisfaction of the terms and provisions of the Undertaking.

EXHIBIT G

DTC Letter of Representations

See Tab No. __

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 Board Operating Procedures
Date: April 14, 2022

The proposed Board Operating Procedures have been developed with the assistance of Ed Vara and Dee Ann Drummond-Estlack as part of the annual Team of 8 training. Edits have been made as were discussed at the special meeting on April 12, 2022.

Superintendent Recommendation: Adopt the MVIDS Board Operating Procedures.



Medina Valley I.S.D.

Board Operating Procedures

The *Medina Valley Independent School District Board Operating Procedures* have been established based on legal and local policies adopted by the Board of Trustees. Formally adopting and adhering to these procedures ensures that the Board operates as a cohesive team to accomplish the District's vision, mission, and goals.

Medina Valley Independent School District
Board Operating Procedures
Adoption and Revision Records

Original Adoption Date: *insert date here*

*Board Approved documents contained in the Board Operating Procedures will be updated as changes are Board Approved.

Board Member Annual Commitment – insert date here

Each new board member (after election or appointment and on an annual basis) will execute a signed copy of this commitment after being sworn in. Each current board member will annually execute a signed copy of this commitment after annual revisions are considered.

As a Medina Valley ISD Board Member I commit to operate under the guidelines of the Adopted MVISD Board Operating Procedures.

I will always strive to put the needs of the children served by the Medina Valley Independent School District above the wants of myself or other adults and will make decisions in terms of the educational welfare of all children in the District regardless of ability, race, creed, ethnicity, sex, or social standing. I agree to abide by the following standards:

- I agree to participate as a cohesive team member of this seven-member board of trustees to govern and oversee the management of the Medina Valley Independent School District.
- I shall not take individual actions that will compromise the Medina Valley Independent School District, the Board, or the district staff. I will not harass or embarrass my fellow Board Members or district employees on any public or private platform, including but not limited to the public media or social media.
- I will not request to put items on the agenda for the purpose of making a public statement, nor will I “play to the audience” in Board meetings. I will ask questions in Board Meetings to get information, not to promote a political or personal agenda.
- I reserve the right to disagree, but I will not be disagreeable, nor will I harbor grudges from past issues or events. I will reserve all discussions about any possible breach of ethics or the code of conduct related to Board Members, District Staff or Students for closed session.
- I will uphold the legally required confidentiality of all information discussed in closed session.
- I shall respect the role of the superintendent and administration of MVISD to decide on how policy should be implemented and will not encroach administrative duties, management of employees or attempt to manage in any way the affairs of the District.
- I will not meet with District personnel regarding District business, unless deemed acceptable and scheduled through the Superintendent’s office.
- I will not meet with or discuss District business with vendors, current or prospective, other than brief visits at conventions or trade shows.

Mario De Leon, Board President

Terry Groff, Board Vice President

Jennilea Campbell, Board Secretary

Shannon Beasley, Board Member

Veronica Cavazos, Board Member

Paula Davidson, Board Member

Beth Zinsmeyer, Board Member

Medina Valley Independent School District Board Operating Procedures

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2021 Medina Valley ISD Board/Superintendent Goals

**Not listed in any type of rank order.*

Goal 1: Focus on the whole child including physical, social, and emotional well-being.

MVISD Strategic Plan Goal(s) Addressed by Board/Superintendent Goal 1:

Funding – Ensures proper allocation of funds to support all areas of the district.

Communication/Involvement – Fosters an environment of parental and community involvement through open communication.

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.

Goal 2: Ensure that the district curriculum addresses the needs of all learners, and provide appropriate resources to campuses in order to support the curriculum.

MVISD Strategic Plan Goal(s) Addressed by Board/Superintendent Goal 2:

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.

Growth - Takes a proactive role in planning for our rapidly growing population.

Staffing – Recruits and retains quality staff while offering professional development and leadership opportunities.

Goal 3: Focus on safety of staff and students, ensuring that appropriate safety measures are in place at all campuses and all district facilities, and implement corrective actions based on campus and district safety audits.

MVISD Strategic Plan Goal(s) Addressed by Board/Superintendent Goal 3:

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.

Facilities/Infrastructure – Provides and maintains appropriate facilities for district programs.

Technology – Provides relevant and reliable technology for staff, students, and guests.

Goal 4: Ensure that the rapid growth of the district is supported in all aspects, including planning for new campuses, staffing, budgeting, and demographic studies.

MVISD Strategic Plan Goal(s) Addressed by Board/Superintendent Goal 4:

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.

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.

Communication/Involvement – Fosters an environment of parental and community involvement through open communication.

Goal 5: Review the MVISD Strategic Plan, including the district beliefs, mission, vision, and goals, in order to ensure that the plan is reflective of the current status of the district.

MVISD Strategic Plan Goal(s) Addressed by Board/Superintendent Goal 5:

Communication/Involvement – Fosters an environment of parental and community involvement through open communication.

Medina Valley Independent School Districts 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 Independent School Districts 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.

Adopted by the Board of Trustees October 17, 2016.

Medina Valley Independent School Districts 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.

Adopted by the Board of Trustees October 17, 2016

Principles of Good Practice

The following principles of good practice are set forth to provide a common perspective on the responsibilities of individual Members of Independent School Boards.

- A Member actively supports and promotes the district’s mission, vision, strategic goals, and policy positions.
- A Member is knowledgeable about the district’s mission and goals, including its commitment to equity and justice, and represents them appropriately and accurately within the community.
- A Member stays fully informed about current operations and issues by attending meetings regularly, coming to meetings well prepared, and participating fully in all matters.
- The Board sets policy and focuses on long-range and strategic issues. An individual Member does not become involved directly in day-to-day management, personnel, or curricular issues.
- The Member takes care to separate the interests of the district from the specific needs of a particular child or constituency.
- A Member accepts and supports board decisions. Once a decision has been made, the board speaks with one voice.
- A Member follows all legal requirements of confidentiality.
- A Member guards against conflict of interest, whether personal or business related.
- A Member has the responsibility to support the school district and its superintendent and to demonstrate that support within the community.
- Authority is vested in the board as a whole. A Member who learns of an issue of importance to the district has the obligation to bring it to the superintendent or to the board president, and must refrain from responding to the situation individually.
- A Member contributes to the development of the district, including strategic planning for development, financial support, and active involvement in annual and capital giving.
- Each Member, not just the finance committee, has fiduciary responsibility to the district for sound financial management.

Board of Trustees – General Provisions

Governance

Elected by the people who reside within the 298 square miles of Medina Valley Independent School District, the Trustees have accepted the ultimate responsibility of creating and maintaining an environment that provides our students with a superior and diverse education that inspires excellence, promotes accountability and values, and encourages all students to achieve their highest potential.

The primary way a school board governs a district is by setting direction for the district, articulating the culture it wants the district to embody, establishing the outcomes the board would like the district to achieve, and expressing and supporting the aspirations of the community for the children of the district. The most efficient vehicle for doing this are a clearly articulated vision and both annual and long-term goals. The goals give staff clear direction in achieving the district vision. Without a well-formed vision and goals there can be a lack of a clear sense of purpose and direction in the district. A clear district vision and goals coordinate the decisions and focus of the district staff. *Effective Board Practices: An Inventory for School Boards, Texas Association of School Boards, Inc., 2014*

It is important that the board and superintendent ensure that a vision and goals are in place for the district and that they use them to guide their own work and the decisions they make. In doing so, the board-superintendent team expresses its commitment to the vision and goals and ensures that they are used to coordinate the efforts within the district. *Effective Board Practices: An Inventory for School Boards, Texas Association of School Boards, Inc., 2014*

Role and Authority of Board Member and/or Board Officer

The Board shall constitute a body corporate and shall have the exclusive power to govern and oversee the management of the public schools of the District. *Education Code 11.051(a), 11.151(b)*

The board may act only by majority vote of the members present at a meeting held in compliance with Government Code Chapter 551 (Open Meetings Act), at which a quorum of the board is present and voting. Unless authorized by the board, a member of the board may not, individually, act on behalf of the board. *Education Code 11.051(a-1)*

No Board Member or Officer has authority outside the convened Board meeting.

No Board Member or Officer can direct employees in regard to performance of their duties. Such attempts shall be reported by the Superintendent to the Board President.

The President of the Board shall:

- Preside at all Board meetings unless unable to attend.
- Have the right to discuss, make motions and resolutions, and vote on all matters coming before the Board.
- Sign documents as directed by the action of the Board.

The Vice President of the Board shall:

- Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President.
- Become President only upon being elected to the position.

The Secretary of the Board shall:

- Ensure that an accurate record is kept of the proceedings of each Board meeting.
- Ensure that notices of Board meetings are posted and sent as required by law.
- In the absence of the President and Vice President, call the meeting to order and act as presiding officer.
- Sign or countersign documents as directed by action of the Board.

Trustee Elections

The Medina Valley ISD Board of Trustees consists of seven members, two elected at-large and five elected from single-member districts, serving terms of three years, with elections held annually. The terms of one-third of the Board members, or as near to one-third as possible, expire each year. [*Education Code 11.051(b), .052, .059*] School Board elections for the District are on the May uniform election date.

- Districts 1 and 2: The election for single-member district 1 and 2 shall be held in 2024, 2027, 2030 and in three-year intervals thereafter.
- Districts 3 and 4: The election for single-member district 3 and 4 shall be held in 2022, 2025, 2028 and in three-year intervals thereafter.
- District 5 and the 2 At-Large Positions: The election for single-member district five and the 2 At-Large Positions shall be held in 2023, 2026, 2029 and in three-year intervals thereafter.

Board Officer Nominations and Elections

The Board shall elect a President, Vice President, and a Secretary. Board Members become eligible to hold an officer position on the Board after one year of service on the Board. Officers shall be elected by majority vote of the members present and voting.

Board Officers shall serve for a term of one year, or until a successor is elected. Officers may succeed themselves in office. Each officer shall perform any legal duties of the office and other duties, as required by the Board.

The Board will reorganize after each trustee election. The month prior to reorganization Board Members will be sent an email from the Superintendent's Office requesting each Board Member to respond with their interest in holding or not holding a specific or any Board Officer position. The Superintendent's Office will share these responses with all the Board Members. *BDAA Legal, Education Code 11.061(c)*

Removal from consideration: An individual Board Member may, by simple announcement, remove himself or herself from consideration for any or all offices of the Board.

In the event of a vacancy in an Officer's position, the Board may, by majority action of the Board at any duly called meeting, fill the vacancy.

Sanctions

In the event of inappropriate behavior by a Board Member, the Board, in consultation with legal counsel, may choose to censure or sanction the Board Member.

The Board may do this privately in a closed session. The censure will consist of a concisely worded statement of the inappropriate behavior of the named Board Member, the desired behavior, and a statement of agreement by a majority of the Board Members that the behavior is inappropriate.

The Board may also choose to issue a public sanction; either concurrently with the private censure or after the private censure if the Board Member has still not modified the behavior. The sanction would consist of a concisely worded statement of the inappropriate behavior of the named Board Member, the desired behavior, and a statement of agreement by a majority of the Board Members that the behavior is inappropriate.

The Board, with an agreement of the majority, may choose to withdraw financial resources from the offending Board Member. Examples might be disallowance of attendance at conventions, seminars, or other District travel plans.

Under extreme conditions, the Board, with an agreement of the majority, may agree to ask the offending Board Member to resign.

Resignation

To be effective, a board member's resignation must be in writing and signed by the board member and delivered to the presiding officer of the board. A board may not refuse to accept a resignation. *Election Code 201.001*. If a board member submits a resignation, whether to be effective immediately or at a future date, a vacancy occurs on the date the resignation is accepted by the board or on the eighth day after the date of its receipt by the board, whichever is earlier. *Election Code 201.023*

All public officers shall continue to perform the duties of their offices until their successors shall be duly qualified (i.e., sworn in). Until the vacancy created by a board member's resignation is filled by a successor, the board member continues to serve and have the duties and powers of office and continues to be subject to the nepotism provisions. A holdover board member may not vote on the appointment of his or her successor. *Tex. Const., Art. XVI, Sec. 17; Atty. Gen. Ops. JM-636 (1987), O-6259 (1945) [See DBE for more information on nepotism]*

Filling a Vacancy

If a vacancy occurs on the board, the remaining board members may fill the vacancy by appointment until the next trustee election, or may order a special election to fill the vacancy. If more than one year remains in the term of the position vacated, the vacancy shall be filled not later than the 180th day after the date the vacancy occurs. *Education Code 11.060*

Board Relationships

Board Members

Board Members may use mail, email, voice mail, text messaging, fax, phone, special committee meetings or personal contact to communicate with each individually. Board Members shall never meet, teleconference, text or email regarding district business in a group large enough to constitute a quorum or walking quorum (4 or more Board Members). Board Members are reminded that a walking quorum is a violation of the Texas Open Meetings Act. In email or text messaging, “Reply to All” shall always be avoided.

Board Members who participate in social media such as, but not limited to, Facebook, Google+, LinkedIn, Instagram, or Twitter should be careful to avoid online conversations that could be construed as speaking for the Board or constituting an online Board meeting. When creating posts or comments the Board Member will be supportive of the district, superintendent and all Board decisions.

Superintendent

The Superintendent will meet regularly with the Board President and other Board Members as appropriate to develop Board meeting agendas and as needed to discuss other issues. The Superintendent will communicate regularly with all Trustees including sending a weekly Board update outlining major events and progress being made toward district initiatives.

Board Members will keep the Superintendent informed of concerns in a timely manner. It is the Superintendent's job to act to resolve situations. Board Members should not violate the chain of command, causing disrespect and unclear expectations between Staff, Superintendent, and Board.

Questions submitted to the Superintendent via email or other electronic means should NOT be sent simultaneously to the entire Board. Doing so may constitute an online meeting. All responses to questions from the Board will be shared with all members of the Board in an independent means of communication.

Information deemed urgent will be communicated to all Board Members in a timely manner.

Board Members will notify the Superintendent or the Superintendent's Office prior to all visits to campuses or departments.

District Staff

Board Members are encouraged to visit with district staff members to learn more about the District, and its operations. Board Members will contact the Superintendent or the Superintendent's Office to arrange these meetings. At no time are Board Members ever permitted to give staff members orders. Any and all questions concerning performance of District staff must be directed to the Superintendent.

Board Members are encouraged to visit campuses, these visits should not impede the delivery of instruction in the classroom. It is advised that Board Members notify the Superintendent or the Superintendent's Office in advance of all campus visits, unless the visit is directly related to their student. Remember the chain of command for complaints, concerns and requests from staff members during a visit.

When visiting a campus or department Board Members shall wear their name badges and follow all check in procedures.

Community

To be informed and effective, Board Members should be present and active in the local community. As elected officials who were chosen to govern the school district, the constituents appreciate the opportunity to converse with their school board representatives. Full Board attendance at a social function does not constitute a quorum.

The Board President or Board designee shall act as the Board's official spokesman.

When Board Members speak at meetings, hearings, public functions, or to the media, opinion remarks should be clarified as their personal opinion, remarks about Board decisions should be supportive of the Board Decision. The "Board" is the collective group of elected members. Together they should strive to make decisions in the best interest of the District, it's students and staff. There will be times that approved motions will not have a unanimous vote of approval. The approval of Motion represents the majority support of the Board Members and should, after approval be publicly supported by all of the Board Members via all methods of communication, including but not limited to social media accounts.

Concerns/Complaints or Inquiries

If a citizen brings concerns/complaints or an inquiry to an individual Board Member, he or she shall follow the guidelines below. Anonymous concerns or complaints will not be addressed. The District's Grievance process is available on the website for all students/parents, employees and community members. As the Board hears grievances at the highest level it is necessary for all concerns or complaints to be referred to the proper chain of command or Superintendent's Office to maintain the integrity of the grievance process.

Constituent contacts Board Member with a Complaint

Board Member responds that they should not hear complaints as the Board is at the highest level for hearing & resolving grievances, listening could jeopardize the process.

Constituent is a Community Member

Refer individual to website under Departments to Concerns & Complaints or Superintendents Office to be directed to the appropriate Chain of Command.

Constituent is an MVISD Employee

Refer individual to website under Departments to Concerns & Complaints or appropriate Chain of Command:

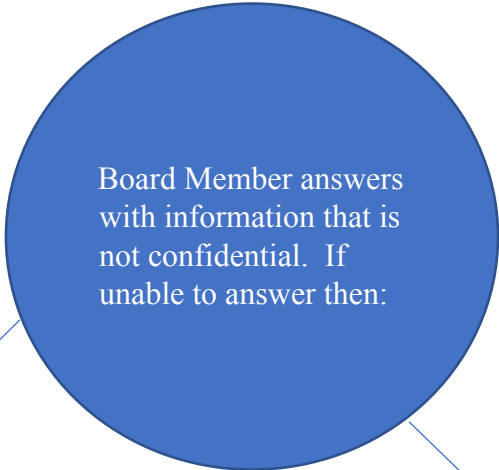
1. Immediate Supervisor
2. Head of Department
3. HR
4. Assistant Supt of Finance & Operations

Constituent is a MVISD Parent/Student

Refer individual to website under Departments to Concerns & Complaints or appropriate Chain of Command:

1. Teacher
2. Vice Principal
3. Principal
4. Assistant Supt. of Curriculum, Assessment, & Student Services

Constituent contacts Board Member with Inquiry



Constituent is a Community Member
 Refer individual to the Superintendent’s Office to be helped.

Constituent is a MVISD Parent/Student
 Refer individual to Superintendent’s Office or if applicable to the appropriate Chain of Command:

1. Teacher
2. Vice Principal
3. Principal
4. Assistant Supt. of Curriculum, Assessment, & Student Services

Constituent is an MVISD Employee
 Refer individual to Superintendent’s Office or if applicable to the appropriate Chain of Command:

1. Immediate Supervisor
2. Head of Department
3. HR
4. Assistant Supt of Finance & Operations

- Note:
- *The chain of command is the appropriate channel to take to get problems solved.*
 - *The person at the lowest level and closest to the problem will strive to solve the issue.*
 - *Involving senior levels too early in the process strips lower levels of their ability and responsibility to solve problems.*
 - *The chain of command moves up through the organization to the Superintendent and ultimately to the Board of Trustees as spelled out in policy.*

Advocacy

Relationships with other elected officials are critical to ensure the School District can achieve all its goals. Board Members are encouraged to meet with and visit City Council members, County Officials, and State Legislators.

The Board shall participate in organizations that promote local economic growth such as Go Medina and local Chambers of Commerce. The Superintendent shall represent the Board and District's best interests in local economic growth planning.

The Board shall participate in organizations that promote and advocate on the behalf of public schools, such as Go Public, TASB, Fast Growth School Coalition, TACS, and Bexar County Education Coalition.

Board Member's interested in becoming more involved in advocacy should meet with the Superintendent to develop a personal plan for involvement.

Media

The Superintendent shall be the official spokesperson **for the District**.

The President or the Board designee shall be the official spokesperson **for the Board**.

All Board Members who receive communications from the media shall direct the inquiries as stated above.

Work of the Board

Meetings

The Board meets at 6:30 pm on the third Monday of the month for the Regular School Board Meeting. The meeting date and time may be changed by consensus of the Board.

The agenda for the meeting will be prepared by the Superintendent and the Board President.

The deadline for submitting items for inclusion on the agenda is the seventh calendar day before regular meetings and the third calendar day before special meetings. *MVISD Board Policy BE (Local)*.

If possible the agenda and all supporting materials will be available to Board Members one week prior to the meeting. The latest agenda and supporting materials will be available is 72 hours before the Board Meeting. Any questions or requests for additional information on agenda items should be directed to the Superintendent prior to the Board Meeting. All information requested will be shared with all the members of the Board.

The Board Meeting and agenda will be posted for the public 72 hours before the meeting, in accordance with Texas law.

All Board meetings will observe Robert's Rules of Order.

As prescribed in the Texas Open Meetings Act; During the course of the meeting the Board of Trustees may convene into Closed Meeting for confidential discussions as permitted under exceptions to requirement that meetings be open. *BEC Legal and TX Govt. Code Chapter 551*

- Only items listed on the closed meeting agenda may be discussed in the closed meeting as limited by law.
- The Board must vote only in public session.

Trustees participating in closed sessions must consider the following provisions related to confidentiality.

- Confidentiality of Closed Session Record. Certified agendas and tape recordings of the closed portion of the meeting are confidential, available for public inspection and copying only under a court order. *Texas Gov't Code §§ 55.021 and 551.104(c); Tex. Att'y Gen. No. JM-995 (1988).*
- Confidentiality of Other Closed Session Written Information. Because of the nature of the Board's work, Board members have a great deal of access to information that is confidential either temporarily or permanently. Until it is clear that a document reviewed or discussed in closed session is public, individual Board members have no authorization to release such documents. However, the fact that a document was shared and/or discussed in closed session does not protect it indefinitely. Rather, whether a document is confidential or public depends on the nature of the document itself. For example, an employee evaluation document is confidential by law permanently, while an application for a top-level job may be confidential only temporarily, until the position is filled or a certain period of time has expired.
- Confidentiality of Closed Session Oral Discussions. Closed sessions have the purpose of allowing Board members to have frank discussions without concern about an off-hand comment or sensitive topic being revealed and possibly result in legal or other problems. Many sensitive closed session discussions, such as those related to individual employees regarding job performance, or the information being discussed may be preliminary and is likely to change. Any discussion authorized to be discussed in closed session about information not yet available to the public or staff should be limited to that closed session until and unless final action is considered and taken.

A Consent Agenda shall include items of a routine or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. Examples may include: Board meeting minutes, donations over \$500, out of state trips for students, and purchases over \$50,000. All such items shall be acted upon by one vote without separate discussion, unless a Board Member or the Superintendent requests that an item be withdrawn for individual consideration.

All Board Members have an equal vote on all action items. In the case of a tie vote, the item is tabled and returned to the next agenda as an action item.

The Superintendent and Board President may call a "Special Board Meeting" for training, planning, or to take care of business matters that cannot wait for the next Regular Board Meeting.

The public will have an opportunity to address the Board at Regular, Special or Workshop Board Meetings. At Regular Board Meetings public comment may speak about agenda items or non-agenda items. At Special Meetings or Workshops the public comment must only speak about agenda items. 141

Board can only offer factual information, quote Board policy, or direct the administration to investigate items to report back to the Board. Speakers will be limited to time allowed for public comments found in MVISD Board Policy BED (Local).

Trustee Requests for Information

An individual Board member, acting in his or her official capacity, shall have the right to seek information pertaining to District fiscal affairs, business transactions, governance, and personnel matters, including information that properly may be withheld from members of the general public in accordance with the Public Information Chapter of the Government Code.

If a Board member is not acting in his or her official capacity, the Board member has no greater right to District records than a member of the public. An individual Board member shall seek access to records or request copies of records from the Superintendent or other designated custodian of records, who shall respond within the time frames required by law. When a custodian of records other than the Superintendent provides access to records or copies of records to an individual Board member, the provider shall inform the Superintendent of the records provided.

At the time a Board member is provided access to confidential records or to reports compiled from such records, the Superintendent shall advise the Board member of the responsibility to comply with confidentiality requirements.

District information provided to the Board shall be used for District purposes only.

Information requested by a Board member will be provided to all Board members.

Board Committees

The Board can form and keep active Standing Committees when they, in conjunction with the Superintendent, deem it necessary. The Board President will annually appoint 2-3 Board Members to each active committee. A Board Member from each committee will present a report of the meetings at the next regularly scheduled Board Meeting.

The Board will create and the Board President shall appoint Board members to special committees to fulfill specific assignments. These committees may or may not include Board Member participation. District personnel and citizens of the community may or may not be invited to join special committees. The function of committees shall be fact-finding, deliberative, and advisory, but not administrative. Special committees shall report their findings to the Board and shall be dissolved upon completion of the assigned task or dissolved by a consensus of the Board.

At the Superintendent's recommendation, the Board will create a Bond Committee consisting of 3 or less Board Members, employees, students and community members. The Bond Committee will evaluate facility assessments and demographic reports to determine the districts needs to maintain/improve/add to the District's capital assets to address the growth of the student population while continuing to provide an environment conducive to student success. When finished with their evaluation the Bond Committee will present a recommendation to the Board detailing a timeline for a Bond Election, amount of Bond and the building needs that the Bond will meet.

Hiring the Superintendent

The Board will collectively determine the method or organization they will utilize to navigate the superintendent search process. This confidential process can take from four to six months.

Shared Vision, Mission Statement and Strategic Goals

Every 5 years or when deemed necessary the Board will assemble a committee consisting of 2-3 Board Members, staff and community members to evaluate and possibly revise the District's Shared Vision, Mission Statement and Strategic Goals. This committee will either led by the superintendent or one of the professional services that provides creation/revision of Independent School District's Shared Vision, Mission Statement and Strategic Goals.

Board/Superintendent Goals

The Board and Superintendent together will establish annual goals. The Board/Superintendent Goals will be adopted annually in a Regular Board Meeting. These goals will align with and expand from the District's Strategic Goals. Goals will be specific and measurable, always moving forward to achieve the District's Shared Vision.

Evaluating the Superintendent

The Board will approve a Superintendent evaluation instrument annually that evaluates the Priority Performance Goals (directly related to the approved Board/Superintendent Goals), and ongoing management responsibilities of the Superintendent.

The Board will annually participate in a training on the usage of the evaluation instrument.

The Board will conduct a summative and formative evaluation of the Superintendent with the approved evaluation instrument annually.

After the Superintendent evaluation process is complete the Board may consider adjustments to the Superintendent's contract.

Board Self-Evaluation

Annually, the Board must assess their development needs as a corporate body to gain an understanding of the vision, structure, accountability, advocacy, and unity needed to provide educational programs and services that ensure the equity and excellence in performance of all students. The Board of Trustees will conduct a self-evaluation of the Board's operation during the past year before evaluating the Superintendent. This process will help the Board review their effectiveness, pinpointing areas in need of improvement.

Approving the District Budget and Setting the Tax Rate

The Board of Trustees is responsible for approving the Districts Annual Fiscal Budget and setting the tax rate. The Superintendent will coordinate annual Budget Workshops to discuss in detail the proposed ideas and options for new year's compensation plan, fiscal budget and tax rate.

Board Policy

It is the Board’s responsibility to approve Local Board Policy that governs the operations of the District.

The Board will review and consider TASB initiated Policy updates. Policy Updates will be presented by the Superintendent in one Regular Board Meeting as a “First Reading” for discussion and evaluation. In the next Regular Board Meeting the Superintendent will bring the TASB initiated Policy Update along with any recommended revisions for the Board to consider approving.

The Superintendent may bring to the Board District initiated Local Policy revisions. The proposed revisions will be presented in a first reading one month and then for consideration the next.

The Board shall enlist TASB to conduct a Board Policy Review Session every 5 years as permitted by TASB’s schedule.

District Sponsored Events

The Board will attempt to the best of their ability to attend District sponsored events. Attendance at these events publicly demonstrates appreciation and support from the Board to the students and staff of the district.

District Events include but are not limited to Convocation, ACE Awards, Extra-Curricular Events and Award Ceremonies, Academic Award Ceremonies, and Sporting Events and Award Ceremonies.

Training

The Board shall complete all continuing education requirements annually as prescribed by law. TASB provides and maintains an updated overview of all legally required training.

TASB provides a Continuing Education Credit Reporting Service that is utilized by the Board. Non-TASB earned credit may be reported by the Board Member or the Superintendent’s Office.

The Board President will publicly announce whether each board member has met, exceeded or is deficient in their training requirements. The announcement will be made in the Regular Board Meeting prior to the trustee election in the May General Election.

The training requirements are measured from the anniversary date of each Board members election or appointment.

The Superintendent’s Office will communicate and coordinate required training for new and existing Board Members.

Annual Planning Calendar

The Board President in collaboration with the Superintendent will maintain the Board’s Annual Planning Calendar.

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 Adoption of Allotment and TEKS Certification for 2022-2023

Date: April 14, 2022

School districts and charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS). Districts and charters must submit certifications to receive access to ordering 2022-2023 instructional materials through EMAT

Superintendent Recommendation: Adopt the Allotment and TEKS Certification for 2022-2023

Response Summary:

2022–2023 Allotment & TEKS Certification Form

In accordance with [TEC 31.04](#), school districts and charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS). Districts and charters will be unable to order 2022–23 instructional materials through EMAT until the certification has been received by the Texas Education Agency (TEA).

Complete the form below, indicating the instructional materials the district has adopted or plans to adopt for the 2022–23 school year for each grade level and core subject or core course.

Form Instructions:

The certification must be ratified by the LEA’s board of trustees or governing body in an open, public-noticed meeting. The recommended steps are included below:

1. Gather information – Start by downloading a sample copy of the online survey to assist with collecting the information needed to complete the form. This can be found on the [Instructional Materials and Implementation](#) website. The form asks LEAs to indicate the instructional materials the LEA has

adopted or plans to adopt for the 2022–23 school year for each grade level and core subject or core course, and some additional questions about instructional materials and local adoption procedures.

2. Complete online form for approval - The superintendent may identify a district representative to complete this survey. This may be the instructional materials coordinator or another district representative. *Note: the form will not be considered finalized until the superintendent submits final approval.*

- At the end of the survey, click *Generate Response Summary* to download and print a PDF version of the completed form which will be needed to complete step 3.
- After the PDF is generated, click *Next* to submit the draft of the survey. This will automatically send a copy of the survey to the superintendent’s email address provided in the survey, with instructions for submitting final approval (step 4 below).

3. Obtain local board approval - The LEA may take the PDF version of the completed form to the board meeting to obtain approval. *Note: board signatures are not required to be uploaded or submitted, so LEAs should plan to maintain documentation at the local level.*

4. Superintendent to submit approved version - After the district representative completes the form, the superintendent will get an email requesting approval of the completed form. Using a link in the email, the superintendent may go into the form and make any changes to the draft based on the local board meeting. Once the form is completed accurately, the superintendent may select *Approve* on the last page of the

survey to officially submit the LEA's response to TEA.

If you have any questions or concerns, please submit a [Help Desk Ticket](#) on the Instructional Materials and Implementation website.

Background Information

Name. **Enter your name below.**

<i>First and Last Name</i>	Nichole Speer
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Email. **Enter your email address below.**

<i>Email</i>	nichole.speer@mvisd.org
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Role. **Select the role that best describes your position at your district or charter.**

- Instructional Materials Coordinator

District and Region. **Select your region and district from the list below.**

<i>ESC Region</i>	ESC 20 - San Antonio
<i>District Name and Number</i>	ESC 20 - San Antonio ~ MEDINA VALLEY ISD (163908)

District Information

Superintendent Name. **Enter the superintendent's name below.**

<i>First and Last Name</i>	Kenneth Rohrbach
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Superintendent Email. **Enter the superintendent's email address below.**

Email	kenneth.rohrbach@mvisd.org
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Board Pres Name. **Enter the school board president's name below.**

First and Last Name	Mario DeLeon
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Board Pres Email. **Enter the school board president's email address below.**

Email	mario.deleon@mvisd.org
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Board Meeting Date. **Enter the date of the school board meeting at which the TEKS Certification Form will be presented and approved.**

Date (MM/DD/YYYY)	05/16/2022
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Reading Language Arts TEKS Certification

English RLACoverage . **Does your district have materials to cover 100% of the English K-5 RLA TEKS?**

- Yes

RLA K-5 Core . **Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for K-5 English RLA instruction to ensure coverage of 100% of the TEKS.**

Note: Materials are in alphabetical order

<i>Amplify - Amplify Texas Elementary Literacy Program (TEA Available Materials)</i>	Instructional Materials
<i>District Created Materials</i>	Curriculum
<i>Imagination Station, Inc./Istation - Istation Reading</i>	Instructional Materials
<i>McGraw-Hill School Division - Texas Wonders</i>	Instructional Materials
<i>TEKS Resource System (TRS)</i>	Instructional Materials

Spanish RLA Coverage. Does your district have materials to cover 100% of the Spanish K-5 RLA TEKS?

- Yes

SLAR Core. **Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for K-5 Spanish RLA instruction to ensure coverage of 100% of the TEKS.**

Note: Materials are in alphabetical order

<i>Amplify - Amplify Texas Lectoescritura en Espanol (TEA Available Materials)</i>	Instructional Materials
<i>District Created Materials</i>	Curriculum
<i>Imagination Station, Inc./Istation - Istation Reading en Espanol</i>	Instructional Materials
<i>McGraw-Hill School Division - Texas Maravillas</i>	Instructional Materials
<i>TEKS Resource System (TRS)</i>	Instructional Materials

Coverage RLA 6-8. **Does your district have materials to cover 100% of the 6–8 RLA TEKS?**

- Yes

RLA 6-8 Core. **Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades 6-8 RLA instruction to ensure coverage of 100% of the TEKS.**

Note: Materials are in alphabetical order

<i>District Created Materials</i>	Curriculum
<i>Education Galaxy</i>	Supplemental
<i>Imagination Station, Inc./istation - Istation Reading</i>	Instructional Materials
<i>Savvas (formerly Pearson Education) - myPerspectives Texas English Language Arts</i>	Instructional Materials
<i>TEKS Resource System (TRS)</i>	Instructional Materials

Coverage RLA 9-12 . **Does your district have materials to cover 100% of the Grades 9–12 RLA TEKS?**

- Yes

RLA 9-12 Core. **Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades 9-12 RLA instruction to ensure coverage of 100% of the TEKS.**

Note: Materials are in alphabetical order

<i>District Created Materials</i>	Curriculum
<i>Savvas (formerly Pearson Education, Inc.) - myPerspectives Texas English Language Arts</i>	Instructional Materials
<i>TEKS Resource System (TRS)</i>	Instructional Materials
<i>Other (Enter as "Publisher - Title") Lowman Consulting-Warm-Ups</i>	Supplemental

RLA TRR Request. **Would you request all RLA products listed previously and/or other products used by Texas educators be reviewed for quality?**

- Request that all RLA materials listed above receive quality reviews

Mathematics TEKS Certification

Coverage Math K-5. **Does your district have materials to cover 100% of the grades K–5 math TEKS?**

- Yes

Math K-5 Core. **Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades K-5 mathematics instruction to ensure coverage of 100% of the TEKS.**

Note: Materials are in alphabetical order

<i>District Created Materials</i>	Curriculum
<i>iStation</i>	Instructional Materials
<i>Savvas (formerly Person Education, Inc.) - enVisionMATH Texas 2.0</i>	Instructional Materials
<i>Savvas (formerly Person Education, Inc.) - enVisionMATH Texas 2.0 en español</i>	Instructional Materials
<i>TEKS Resource System (TRS)</i>	Instructional Materials

Coverage Math 6-8. **Does your district have materials to cover 100% of the grades 6–8 math TEKS?**

- Yes

Math 6-8 Core. **Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades 6-8 mathematics instruction to ensure coverage of 100% of the TEKS.**

Note: Materials are in alphabetical order

<i>District Created Materials</i>	Curriculum
<i>HMH - Texas Go Math!</i>	Instructional Materials
<i>iStation</i>	Instructional Materials
<i>ST Math</i>	Supplemental
<i>TEKS Resource System (TRS)</i>	Instructional Materials

Coverage Math 9-12. **Does your district have materials to cover 100% of the grades 9–12 math TEKS?**

- Yes

Core Math 9-12. **Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades 9-12 mathematics instruction to ensure coverage of 100% of the TEKS.**

Note: Materials are in alphabetical order

<i>District Created Materials</i>	Curriculum
<i>HMH - HMH Algebra 1/Algebra 2/Geometry</i>	Instructional Materials
<i>TEKS Resource System (TRS)</i>	Instructional Materials
<i>Other (Enter as "Publisher - Title") Lowman Consulting-Warm-Ups</i>	Supplemental

Math TRR Request. **Would you request all math products listed previously and/or other products used by Texas educators be reviewed for quality?**

- Request that all math materials listed above receive quality reviews

Social Studies TEKS Certification

Coverage SS K-5. **Does your district have materials to cover 100% of the grades K–5 social studies TEKS?**

- Yes

Core SS K-5. **Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades K-5 social studies instruction to ensure coverage of 100% of the TEKS.**

Note: Materials are in alphabetical order

<i>District Created Materials</i>	Curriculum
<i>Savvas (formerly Pearson Education, Inc.) - Texas MyWorld Social Studies</i>	Instructional Materials
<i>Savvas (formerly Pearson Education, Inc.) - Texas MyWorld Social Studies en español (Spanish)</i>	Instructional Materials
<i>Studies Weekly</i>	Instructional Materials
<i>TEKS Resource System (TRS)</i>	Instructional Materials

Coverage SS 6-8. **Does your district have materials to cover 100% of the grades 6–8 social studies TEKS?**

- Yes

Core SS 6-8. **Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades 6-8 social studies instruction to ensure coverage of 100% of the TEKS.**

Note: Materials are in alphabetical order

<i>District Created Materials</i>	Curriculum
<i>McGraw-Hill School Education LLC - World Cultures and Geography/Texas History/US History</i>	Instructional Materials
<i>TEKS Resource System (TRS)</i>	Instructional Materials

Coverage SS 9-12. **Does your district have materials to cover 100% of the grades 9–12 social studies TEKS?**

- Yes

Core SS 9-12. **Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades 9-12 social studies instruction to ensure coverage of 100% of the TEKS.**

Note: Materials are in alphabetical order

<i>District Created Materials</i>	Curriculum
<i>HMH - HMH The Americans/World Geography/World History</i>	Instructional Materials
<i>TEKS Resource System (TRS)</i>	Instructional Materials
<i>Other (Enter as "Publisher - Title") Lowman Consulting-Warm Ups</i>	Supplemental

SS TRR Request. **Would you request all social studies products listed previously and/or other products used by Texas educators be reviewed for quality?**

- Request that all social studies materials listed above receive quality reviews

Science TEKS Certification

Coverage Science K-5. **Does your district have materials to cover 100% of the grades K–5 science TEKS?**

- Yes

Core Science K-5. **Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades K-5 science instruction to ensure coverage of 100% of the TEKS.**

Note: Materials are in alphabetical order

<i>District Created Materials</i>	Curriculum
<i>HMH - Texas ScienceFusion</i>	Instructional Materials
<i>HMH - Texas ScienceFusion (Spanish)</i>	Instructional Materials
<i>TEKS Resource System (TRS)</i>	Instructional Materials

Coverage Science 6-8. **Does your district have materials to cover 100% of the grades 6–8 science TEKS?**

- Yes

Core Science 6-8. **Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades 6-8 science instruction to ensure coverage of 100% of the TEKS.**

Note: Materials are in alphabetical order

<i>District Created Materials</i>	Curriculum
<i>Savvas (formerly Pearson Education, Inc.) - Texas Interactive Science</i>	Instructional Materials
<i>TEKS Resource System (TRS)</i>	Instructional Materials

Coverage Science 9-1. **Does your district have materials to cover 100% of the grades 9–12 science TEKS?**

- Yes

Core Science 9-12. **Select all curriculum, materials, and supplemental materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades 9-12 science instruction to ensure coverage of 100% of the TEKS.**

Note: Materials are in alphabetical order

<i>HMH - Texas Biology/Modern Chemistry/Physics</i>	Instructional Materials
<i>TEKS Resource System (TRS)</i>	Instructional Materials
<i>Other (Enter as "Publisher - Title") Lowman Consulting-Warm Ups</i>	Supplemental

Sci TRR Request. **Would you request all science products listed previously and/or other products used by Texas educators be reviewed for quality?**

- Request that all science materials listed above receive quality reviews

Phonics Informational Questions

[House Bill \(HB\) 3](#), 86th Texas Legislature, 2019, requires all Texas school districts provide phonics curriculum that uses systematic, direct instruction in kindergarten through third grade to ensure all students obtain necessary early-literacy skills. The commissioner of education is in the process of developing a recommended list of phonics programs in accordance with [House Bill 3, 86th Texas Legislature, 2019](#), to ensure all students obtain necessary early literacy skills and that districts have access to phonics materials that include systematic direct instruction and integrated reading instruments. Phonics programs will undergo the [Texas Resource Review process](#) to determine inclusion on the commissioner's recommended list in accordance with 19 Texas Administrative Code §74.2001.

This section of the form is not evaluative and data will be used to help inform TEA on what additional resources or services are needed to support LEAs in providing students direct, systematic phonics instruction.

Phon: Curriculum Use. **Select the statement that best describes how phonics materials are selected for use within your district.**

- We select phonics material at the district-level, and all campuses are required to use the same phonics curriculum.

Type of Phonics#1. **Select the statement(s) that reflect(s) the type of phonics material used in your district.**

Select all that apply

- For English Phonics

<i>Our district covers phonics as part of our core RLA approach</i>	Check all that apply
<i>Our district uses additional supplemental products to support phonics instruction</i>	Check all that apply

Type of Phonics#2. **Select the statement(s) that reflect(s) the type of phonics material used in your district.**

Select all that apply

- For Spanish Phonics

<i>Our district covers phonics as part of our core RLA approach</i>	Check all that apply
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Phonics Product. **Select all materials that teachers in your district or charter will regularly use (once a week or more, on average) for Grades K-3 phonics instruction.**

If your district or charter does not use the materials listed, select "Other" and enter the Publisher and Title, separated by a dash, in the text box below.

<i>95% Group</i>	Instructional Materials, Supplemental
<i>IStation - Istation Reading</i>	Instructional Materials
<i>IStation - Istation Reading en Espanol</i>	Instructional Materials
<i>Wilson - Foundations</i>	Supplemental

Phonics TRR Request. **Would you request all phonics products listed previously and/or other products used by Texas educators be reviewed for quality?**

Select all that apply.

- Request that all phonics materials listed previously receive quality reviews

Additional Informational Questions

TRR (a). **Has your district or charter ever used the Texas Resource Review (TRR) to make decisions about which instructional materials to use?**

- I am not familiar with the Texas Resource Review (TRR)

Assessments#1. **Select the assessment platform (if any) your district leverages for unit/module, diagnostic, or interim, and for which type of assessments.**

- Select the assessment(s) your district requires or encourages in the platform(s) below.

<i>Eduphoria</i>	Unit/Module Formatives
<i>STAAR Interim</i>	Other Formatives

CIPA.

The Children's Internet Protection Act

The Children's Internet Protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the [FCC website](#).)

It is the intent of the Legislature that the State Board of Education ensure that any instructional materials and technology purchased using funds disbursed from the State Instructional Materials and Technology Fund meet the requirements for certification under 47 U.S.C. Sections 254(h)(5)(B) and (C) to the extent the certification is applicable to those materials. (See [S.B. No. 1, General Appropriations Act, Eighty-seventh Legislature](#))

Does your district or charter have a filter or a monitor in place to ensure that students accessing digital instructional materials do not have access to obscene or harmful content?

- Yes

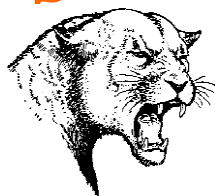
Resources. What resources and/or PD would you like for TEA to provide to LEAs to support adoption purchasing and/or implementation of instructional materials?

Texas Resource Review, Proclamation/New Adoption Best Practices

Embedded Data:

<i>Q_URL</i>	https://tea.co1.qualtrics.com/jfe/form/SV_cSbrna2UjJFr0Kq
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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 the Interlocal Participation Agreement (IPA) with TASB Risk Management Fund
Date: April 14, 2022

Medina Valley ISD utilizes the TASB Risk Management Fund for unemployment compensation coverage. Changes have been made by TASB to the Interlocal Participation Agreement. Those changes are detailed on pages 3 and 4 of the attached Frequently Asked Questions document. In order to remain in the Risk Management Fund, board approval of the changes to the IPA is required.

Superintendent Recommendation: Approve the Interlocal Participation Agreement with TASB Risk Management Fund.



March 1, 2022

Dr. Kenneth Rohrbach
Medina Valley ISD
kenneth.rohrbach@mvisd.org

Participation in TASB Risk Management Fund Coverage Programs

Dear Dr. Rohrbach:

Please accept this letter as formal written notice that the Interlocal Participation Agreement (IPA) between Medina Valley ISD and the TASB Risk Management Fund (Fund) is amended by the Fund effective May 1, 2022. The IPA is the foundational agreement by which eligible organizations join the Fund.

The amended IPA will replace your current IPA with the Fund. A copy of the new IPA is included for review and execution. It was last amended in 2012. Pursuant to Chapter 791 of the Texas Government Code, the new IPA must be authorized and approved by your Board of Trustees.

Along with the new IPA, a Frequently Asked Questions document with more information and a summary of changes is included to assist you in executing the agreement. The updates to the IPA focus on three areas: 1) clarity of purpose and meaning, 2) updates to Fund Member duties and obligations, and 3) revisions to the dispute resolution provisions.

The IPA must be approved through Board action and returned to the Fund. Your organization may take one of following approaches related to the new IPA:

- Seek authorization from your Board of Trustees and return the executed IPA to the TASB Risk Management Fund at tasbrmf@tasbrmf.org no later than May 13, 2022. A countersigned copy will be returned to you for your records.
- Take no action. The IPA will go into effect May 1, 2022, and your current coverage will continue under the terms of the new IPA. However, your next renewal proposal for Fund coverage will require a board-approved executed IPA unless you terminate coverage at that time.
- Terminate coverage in all Fund programs effective April 30, 2022, by providing written notice of termination to the Fund by April 29, 2022.

Please reach out to your TASB Risk Management Marketing Consultant for assistance with this process. We thank you for your membership in the TASB Risk Management Fund. We are very



proud of our 48-year record of proven strength, stability, and service to Texas public school districts and other educational entities and look forward to our continued partnership.

Sincerely,

A handwritten signature in black ink that reads "Dubravka H. Romano". The signature is written in a cursive style.

Dubravka H. Romano
Associate Executive Director
Risk Management Services
Texas Association of School Boards, Inc.

CC: Juan Zamora
Adrian Pena (Adrian.Pena@tasb.org)

Attachments: Frequently Asked Questions and Explanation of Changes, Amended Interlocal Participation Agreement

TASB Risk Management Fund Interlocal Participation Agreement Frequently Asked Questions

What is the IPA?

The Interlocal Participation Agreement (IPA) is the foundational agreement of the TASB Risk Management Fund (Fund). The Fund is a self-funded risk pool, and the IPA is the agreement through which Fund Members participate in the Fund. The IPA sets out the basic terms, conditions, and requirements of Fund membership.

Through an executed IPA, Fund Members may participate in the various lines of coverage offered by the Fund. Membership in each specific Fund program is created and controlled through a Contribution and Coverage Summary (CCS).

The IPA is approved once by each Fund Member's board. It remains in effect until the Fund Member ceases to participate in at least one Fund coverage program or the Fund terminates the IPA.

Does the IPA require Board approval?

Yes. The Fund is an interlocal entity formed under the provisions of Chapter 791 of the Texas Government Code. This law requires that an interlocal agreement be authorized by the governing body of each party to the agreement.

What is the effective date of the IPA?

The amended IPA is effective on May 1, 2022, for all Fund Members. Members should return a board-approved IPA prior to May 13, 2022. If the Fund Member takes no action, the IPA will still go into effect.

For Members who take no action, renewal proposals for coverage on or after May 1, 2022, will be contingent on the member returning a board-approved IPA. Coverage effective on or after May 1, 2022, will not be renewed without a properly executed IPA.

Members may also terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022.

Why is the IPA Changing?

The IPA was last approved by the Fund Board in April 2012 as a universal IPA covering all Fund programs. It has not been modified since 2012. The Fund reviews and updates its IPA at least once every ten years or more frequently, as needed.

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

What are the specific changes to the IPA?

A thorough explanation of the changes is included in this document on the following page.

Can my organization make changes to the IPA?

No. This IPA was approved by the TASB Risk Management Fund Board on November 12, 2021, and is effective on May 1, 2022. The IPA is a Board-approved agreement and is universal. All members of the Fund agree to the same terms of participation.

What if my organization doesn't agree to the terms of the new IPA?

Fund Members who do not agree to the terms of the new IPA may terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022, prior to the IPA going into effect on May 1, 2022.

Who can I contact for additional information?

General questions can be directed to your Risk Management Marketing Consultant. If your questions are specific to the terms of the IPA, please contact Paul Taylor, Director of Legal and Regulatory Affairs in TASB Risk Management Services, at paul.taylor@tasb.org.

What are the steps for signing and returning the IPA?

As part of the Board approval process, the Board may authorize an administrator to sign the IPA. Electronic signatures are acceptable. The date of Board approval must be recorded on the signature page.

Please return the executed IPA to tasbrmf@tasbrmf.org no later than May 13th, 2022. Once the executed IPA is received, it will be countersigned by the Fund and a copy will be provided for your records.

Explanation of Changes to the IPA

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

Clarity:

- Section 2, **Program Participation**, removes references to the original Fund programs to allow expansion of programs and services by the Fund.
- Section 5, **Agreement to Pay Contributions**, now separately addresses situations where Fund Members fail to pay contributions or fail to repay the Fund any other amounts owed. The adjusted contribution provision is also moved to this section.
- Section 6, **Contribution and Coverage Summary**, states the CCS, Coverage Agreements, Endorsements, and Addenda are incorporated into the IPA as one agreement.
- Section 8, **Other Duties of Fund Member**, is expanded to address Cooperation and Access and authorizes the Fund access to member data held by the Fund's administrator and its other affiliated entities.
- Section 11, **Subrogation and Assignment of Rights**, combines the two former sections on Subrogation into one section.

Updates to Member Duties and Obligations:

- Section 4, **Termination**, specifies that a Fund Member attempting to terminate the agreement after their renewal term begins still owes the full contribution amount.
- Section 7, **Loss Prevention**, states that loss prevention recommendations are given without warranty.
- Section 15, **Fund Member's Designation of Coordinator**, states the Fund Member must appoint an employee with appropriate authority as Program Coordinator and may not delegate communication to a third-party.
- Section 16, **Risk Sharing Agreement**, states the IPA is a risk sharing and risk participation agreement and is not a contract of insurance. This section also provides that any ambiguity in the agreement will not be construed against the Fund.
- Section 23, **Authorization**, states the Fund Member authorizes the Program Coordinator or CEO to approve and bind current and future agreements with the Fund.
- In addition to the authorized signature, the new IPA requires entry of the date of approval of the IPA by the Fund Member's Board of Trustees.

Revisions to Dispute Resolution provisions:

- Section 22, **Dispute Resolution**, requires an appeal to the Fund Board and mediation in Travis County, before pursuing litigation. The IPA requires that a suit against the Fund be filed in Travis County.
- A **Waiver and Estoppel** provision is added to the IPA to ensure that the parties to the agreement can enforce the contractual provisions in the IPA.
- The **Assignment** clause is updated and moved to Section 22 and states that a Fund Member may not transfer any interest in claim-related payments from the Fund to a third party. Action by the Fund Member which grants or attempts to grant interest or control over any claim payments suspends the Fund's obligation to make any claim payments under the agreement. This provision prohibits assignments to a third-party under a contingency fee contract or similar agreement.

TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
 - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
 - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
 - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

8. **Other Duties of Fund Member.**

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

11. **Subrogation and Assignment of Rights.**

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- a. Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
 - b. Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
 - c. Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

Waiver and Estoppel. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

Assignment. This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- a. **Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
 - b. **CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
 - c. **"Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
 - d. **Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
 - e. **Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Medina Valley ISD**

By: _____

Date: _____

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

Date approved by Fund Member's Board of Trustees: _____

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees