

**Medina Valley Independent School District  
Board of Trustees  
Regular Meeting on Monday, May 22, 2023 at 6:30 PM  
Medina Valley ISD Central Office Board Room**

**A Regular Board Meeting of the MVISD Board of Trustees was held on Monday, May 22, 2023, beginning at 6:30 PM at/on Medina Valley ISD Central Office Board Room.**

<b>I. First Order of Business</b>	
A Establish a Quorum	
B Pledge of Allegiance to the Flag followed by a moment of silence	
<b>II. Student/Staff Recognition</b>	<b>2</b>
A Star Students - Potranco Elementary and Ladera Elementary	
B Above & Beyond Service Staff Recognition - Potranco Elementary and Ladera Elementary	
<b>III. Public Comment</b>	<b>5</b>
<i>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.</i>	
<b>IV. Announcements/Communications/Presentations</b>	
A Construction Update	6
B Financial Briefing	22
C Superintendent Briefing	25
D Board Committee Reports	
• Finance & Operations Committee	
E Discussion of possible Bell Schedule changes	37
<b>V. Discussion and Possible Action Items</b>	
<b>A Consent Agenda Items</b>	
1 Minutes of Regular Board Meeting on April 24, 2023 and Special Meeting on May 15, 2023	38
B Consider the Bond Counsel Engagement Agreement	47
C Consider an Order authorizing the issuance of the District's Unlimited Tax School Building Bonds, Series 2023; Levying and Ad Valorem Tax for the payment of the Bonds; Delegating the Authority to District Staff to Approve and Execute documents related thereto; and other matters in connection therewith	54
D Budget Amendment	102
E Consider District Construction Consultant Agreement and purchase of services not to exceed \$56,000	109
F Consider the purchase of campus classroom furniture for the 2023-2024 school year	113
G Consider purchase of campus cafeteria furniture for the 2023-2024 school year	114
H Consider Technology Purchases	119
I Consider lease for district copy machines	122
J Consider an Architect to provide design and construction administration for the MVISD Ag/JROTC Building project and delegate authority to the Superintendent to negotiate and execute the final contract.	123
K Consider Procurement Method for the Medina Valley Middle School Traffic Improvements	124
L Consider an Engineer to provide design and construction administration for the Medina Valley Middle School Traffic Improvements project and delegate authority to the Superintendent to negotiate and execute the final contract.	125
M Consider the selection of District Financial Auditors and delegate authority to the Superintendent to negotiate and execute the final contract.	126
<b>VI. Closed Session</b>	
A Consultation with Attorney (TX Govt. Code Section 551.071)	
B Personnel Matters (TX Govt. Code Section 551.074)	
C Deliberation Regarding Real Property (TX Govt. Code Section 551.072)	
<b>VII. Continued Discussion and Possible Action Items</b>	
A Consider professional contract recommendations	
B Consider the Restructuring of the Finance Manager, Health Coordinator, and Behavior Specialist positions	127
C Consider Additional Duty Rates	136
D Consideration of future meeting dates	
<b>VIII. Adjournment</b>	

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



Medina Valley

ISD

Star Student(s)

A gray scroll graphic with a white text message. The scroll is unrolled at the top and bottom, with the top edge being rounded. The text is centered and reads: 

**Thank you for your  
Above & Beyond  
Service!**



# Public Comments



**Medina Valley**  
INDEPENDENT SCHOOL DISTRICT

**Board of Trustees Meeting:  
Silos Elementary School  
Project Update**

**GENERAL PROJECT SUMMARY:**

**General Contractor (CMR):** \_\_\_\_\_ Nunnelly General Contractor

**Original Substantial Completion Date:** \_\_\_\_\_ April 2024

**Requested Days to Date:** \_\_\_\_\_ Zero (0)

**Original Contract Sum (GMP):** \_\_\_\_\_ \$42,139,608.00

**Change Order Sum to Date:** \_\_\_\_\_ \$0.00

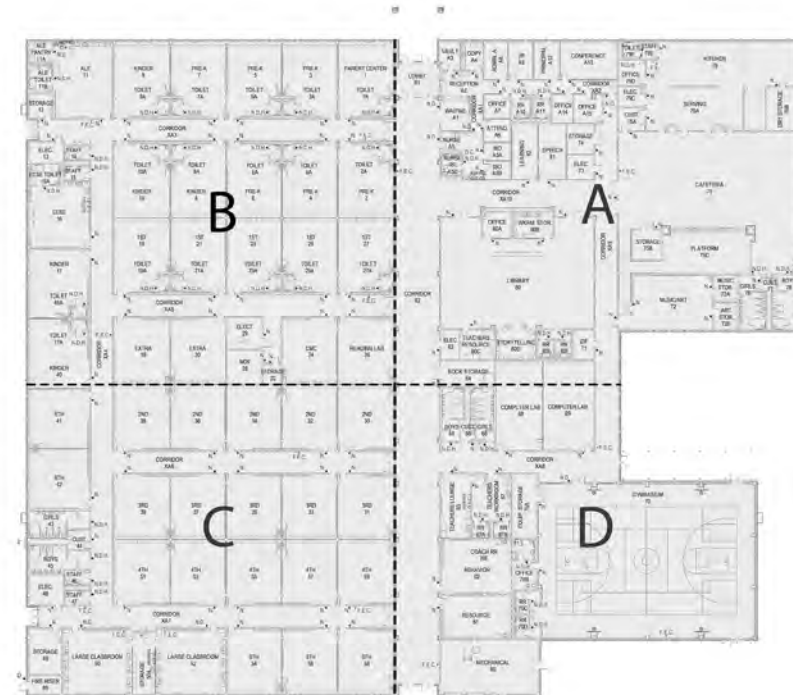
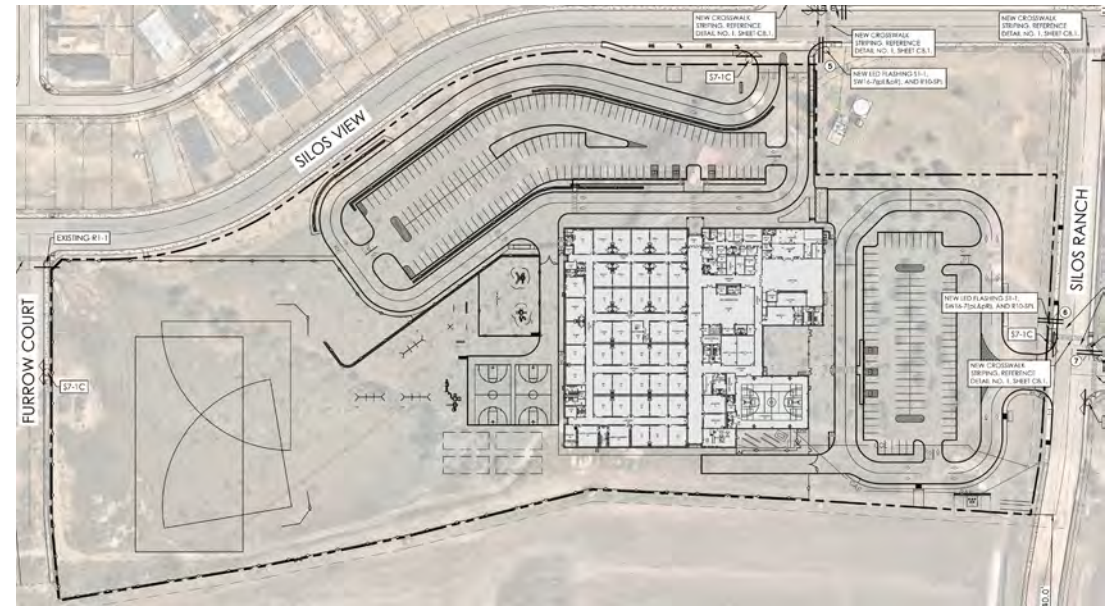
**Current Contract Sum:** \_\_\_\_\_ \$42,139,608.00

**Percentage of Work Complete:** \_\_\_\_\_ 39% - Pay Application No. 8

\$16,440,582 Total Stored/Completed

# **RECENT CONSTRUCTION ACTIVITY**

1. Project submittal process is ongoing.
2. Site work is ongoing
  - Main water line has been connected to SAWS
  - Retaining blocks throughout building almost complete
3. Area 'A'
  - CMU exterior and interior walls in progress
  - All structural concrete in are has been completed
  - Structural steel has begun at Kitchen and Admin. Area
4. Area 'B'
  - All concrete in are has been completed
  - CMU exterior and interior walls in progress
5. Area 'C'
  - CMU exterior and interior walls in progress.
  - Roof decking is complete
  - Ductwork is roughly 75% complete
6. Area 'D'
  - CMU exterior and interior walls in progress.
  - Plumbing rough-ins in progress.



## **2 WEEK LOOK AHEAD SUMMARY:**

1. Base grading for drives and parking will begin
2. Backfilling of perimeter retainer blocks
3. Continue CMU walls throughout
4. Continue rough-in installation throughout interiors
5. Installation of roof decking in Area 'A'



Medina Valley ISD - Silos Elementary School - Slideshows - May 2 2023 - Photo 1GPS Position: Lat. 29.361107 Long. -98.766329 Elev. 288.966003 meters ASL













Medina Valley ISD - Silos Elementary School - Slideshows - May 2 2023 - Photo 1GPS Position: Lat. 29.362839 Long. -98.768688 Elev. 262.466003 meters ASL













**APRIL 2022-2023  
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT  
GENERAL FUND**

<b>ESTIMATED REVENUES</b>	<b>CURRENT BUDGET</b>	<b>YTD ACTUAL</b>	<b>BALANCE</b>
5700 - LOCAL REVENUES	\$36,648,303	\$35,025,511	\$1,622,792
5800 - STATE PROGRAM REVENUES	\$34,048,838	\$21,581,646	\$12,467,192
5900 - FEDERAL REVENUES	\$1,270,000	\$1,286,762	(\$16,762)
<b>TOTAL REVENUES</b>	<b>\$71,967,141</b>	<b>\$57,893,919</b>	<b>\$14,073,222</b>
<b>PROPOSED APPROPRIATIONS</b>			
11 - INSTRUCTION	\$40,206,968	\$26,676,176	\$13,530,792
12 - INST. RESOURCES & MEDIA SVCS	\$671,445	\$461,468	\$209,977
13 - CURRICULUM DEV.& INST.STF DEV	\$812,616	\$497,414	\$315,202
21 - INSTRUCTIONAL LEADERSHIP	\$1,080,278	\$712,868	\$367,410
23 - SCHOOL LEADERSHIP	\$3,582,370	\$2,379,425	\$1,202,945
31 - GUIDANCE & COUNSELING	\$2,759,141	\$1,776,238	\$982,903
32 - SOCIAL WORK SERVICES	\$565,242	\$369,498	\$195,744
33 - HEALTH SERVICES	\$827,463	\$557,419	\$270,044
34 - PUPIL TRANSPORTATION	\$4,774,757	\$3,612,553	\$1,162,204
35 - FOOD SERVICES	\$126,727	\$57,983	\$68,744
36 - COCURR./EXTRACURR.ACTIVITIES	\$2,192,392	\$1,405,621	\$786,771
41 - GENERAL ADMINISTRATION	\$2,384,578	\$1,598,613	\$785,965
51 - PLANT MAINTENANCE & OPERATIONS	\$6,840,879	\$4,617,390	\$2,223,489
52 - SECURITY & MONITORING SERVICES	\$1,270,457	\$687,082	\$583,375
53 - DATA PROCESSING SERVICES	\$1,748,489	\$1,336,112	\$412,377
61 - COMMUNITY SERVICES	\$19,987	\$10,791	\$9,196
81 - FACILITIES ACQ. & CONSTRUCTION	\$1,578,352	\$1,157,924	\$420,428
95 - PYMTS.TO JJAEP PROGRAMS	\$5,000	\$0	\$5,000
99 - OTHER INTERGOVERNMENTAL CHARGE	\$520,000	\$384,611	\$135,389
<b>TOTAL APPROPRIATIONS</b>	<b>\$71,967,141</b>	<b>\$48,299,186</b>	<b>\$23,667,955</b>

2022-2023 FUND BALANCE = \$ 25,540,029

3 MONTH OPERATING CASH FLOW = \$ 17,991,785

**APRIL 2022-2023**  
**MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**  
**FOOD SERVICE FUND**

<b>ESTIMATED REVENUES</b>	<b>CURRENT BUDGET</b>	<b>YTD ACTUAL</b>	<b>BALANCE</b>
5700 - LOCAL REVENUES	\$1,500,152	\$1,392,448	\$107,704
5800 - STATE PROGRAM REVENUES	\$7,000	\$20,026	(\$13,026)
5900 - FEDERAL REVENUES	\$3,562,125	\$3,047,251	\$514,874
<b>TOTAL REVENUES</b>	<b>\$5,069,277</b>	<b>\$4,459,724</b>	<b>\$609,553</b>
<b>PROPOSED APPROPRIATIONS</b>			
35 - FOOD SERVICES	\$4,608,123	\$3,125,803	\$1,482,320
<b>TOTAL APPROPRIATIONS</b>	<b>\$4,608,123</b>	<b>\$3,125,803</b>	<b>\$1,482,320</b>

2022-2023 FUND BALANCE = \$ 1,832,889

3 MONTH OPERATING CASH FLOW = \$ 1,152,031

**APRIL 2022-2023  
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT  
DEBT SERVICE FUND**

<b>ESTIMATED REVENUES</b>	<b>CURRENT BUDGET</b>	<b>YTD ACTUAL</b>	<b>BALANCE</b>
5700 - LOCAL REVENUES	\$19,623,032	\$18,927,503	\$695,529
5800 - STATE PROGRAM REVENUES	\$0	\$576,215	(\$576,215)
<b>TOTAL REVENUES</b>	<b>\$19,623,032</b>	<b>\$19,503,718</b>	<b>\$119,314</b>
<b>PROPOSED APPROPRIATIONS</b>			
71 - DEBT SERVICES	\$19,510,553	\$10,625,273	\$8,885,280
<b>TOTAL APPROPRIATIONS</b>	<b>\$19,510,553</b>	<b>\$10,625,273</b>	<b>\$8,885,280</b>

2022-2023 FUND BALANCE = \$ 5,542,221

3 MONTH OPERATING CASH FLOW = \$ 4,877,638



**Medina Valley**  
INDEPENDENT SCHOOL DISTRICT

# Superintendent Briefing

May 22, 2023



**Medina Valley**  
INDEPENDENT SCHOOL DISTRICT

# Employee of the Month

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May 2023



**Stephanie Torres**, Ladera Elementary reading interventionist



We celebrated Administrative Professionals' Day, Teacher Appreciation Week, School Principals' Day and National School Nurse Day. We are grateful for all the hard work being done for our students.



Top five MVHS seniors honored at Senior Spotlight event.

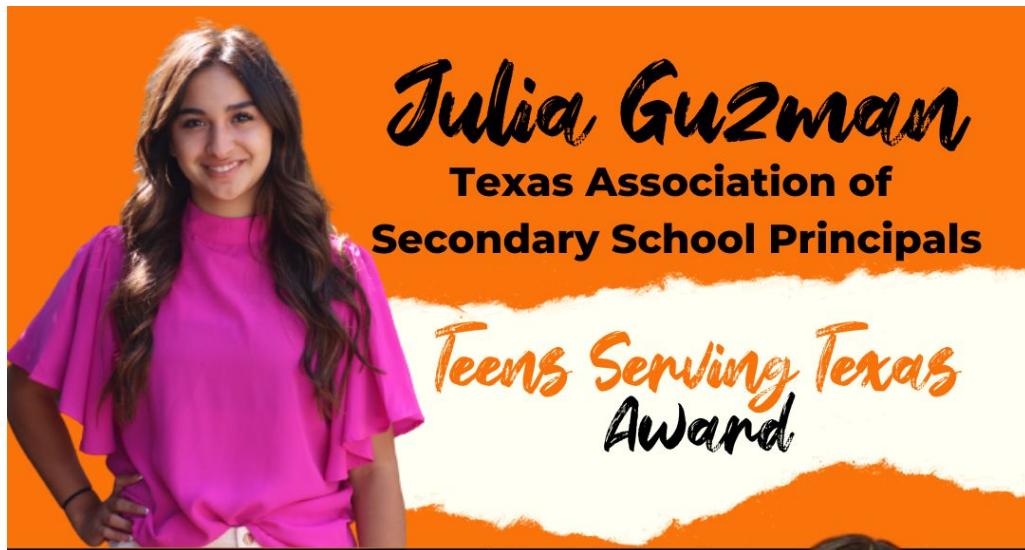
•**Valedictorian -  
Darbi Dixon**

•**Salutatorian -  
Isabella Sanchez**

•**Tyler Frail**

•**Payton Keller**

•**Christian Patterson**  
*(not pictured)*



**Julia Guzman**  
Texas Association of  
Secondary School Principals

*Teens Serving Texas  
Award*



**Darbi Dixon**  
Texas Association of  
Secondary School Principals

*All-State Academic  
Team*

Two MVHS seniors have received prestigious Texas Association of Secondary School Principals awards.

•**Julia Guzman** — Teens Serving Texas Award

•**Darbi Dixon** — All-State Academic Team

Five more MVHS athletes signed their letters of intent.

• **Colton Harvey** — Texas Lutheran University

• **Elia Evans** — Earlham College

• **James Fox** — Doane University

• **Elyssia Reyna** — U.S. Coast Guard Academy

• **Aaron Tondre** — Odessa College



Five MVHS student athletes earned the Texas Tennis Coaches Association Academic All-State Honor.

They received this distinction by having a 92 or higher GPA.

- Alex Oberhauser**
- Connor Stone**
- Jesus Clopton**
- Joseph Rangel**
- Ryan Quiroz**





MVHS construction students signed letters of intent, committing to careers and furthering their education/training in the architecture and construction fields.

- Julius Sanchez** — UTSA
- Felix Bernal** — plumbing field
- Emiliano Aguilar** — UTSA architecture
- Jeremiah Reyes** — Marek Brothers
- Aden Cardona** — Ready Mix
- Tarin Dewese** — Marek Brothers



More than 15 MVHS students represented the Army, Marine Corps, Navy and Air Force at an Enlistee Recognition Ceremony.

This ceremony marks an important milestone, similar to that of a collegiate signing.

Congratulations to the MVHS softball and baseball teams on a successful season.

The softball team finished second in district, advancing to the playoffs and ending with an overall record of 17-14.

The baseball team ended with a season record of 20-7 then going on to become bi-district champions.





## Legislative update

# District Enrollment

	5/27/22	05/12/23
Castroville Elementary	616	645
LaCoste Elementary	660	771
Ladera Elementary	659	777
Luckey Ranch Elementary	750	895
Potranco Elementary	783	902
Medina Valley Middle School	916	1,052
Loma Alta Middle School	760	802
Medina Valley High School	1,921	2,113
<b><u>District-Wide</u></b>	<b>7,065</b>	<b>7,957</b>

## PROPOSAL – NEW MVISD BELL SCHEDULE

Campuses	CURRENT		NEW	
	AM	PM	AM	PM
	School Start	School End	School Start	School End
Elementary Schools	7:50	3:10	7:30	2:50
Middle Schools	8:10	3:50	8:15	3:55
High School	8:30	4:15	9:00	4:45

**Medina Valley Independent School District**  
**Regular School Board Meeting**

Board Minutes

April 24, 2023, 6:30 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

A **Regular Board Meeting** of the Board of Trustees was held Monday, April 24, 2023, beginning at 6:30 PM at the Medina Valley ISD Central Office Board Room.

**I. First Order of Business**

**A Establish a Quorum**

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

Absent: Paula Davidson and Veronica Cavazos

**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. Student/Staff Recognition**

**A Boys Powerlifting - State Qualifiers - Layne Schuchart and Gavyn Aguirre**

**B Star Students - Medina Valley High School:  
Tanith Chappie, Ashton Leshner, Bethany Watson, and Priscilla Garcia**

**C Above & Beyond Service Staff Recognition - Medina Valley High School:  
Cheryl Jones**

**III. Break**

**Public Comment**

Lorin Neslony, Topic: Military Families

Charles Seay, Topic: Violation of my Rights, etc.

**IV. Announcements/Communications/Presentations**

**A Construction Update, presented Rafael Barajas**

**B Financial Briefing, presented by Juan C. Zamora**

**C Superintendent Briefing, presented by Dr. Caloss**

**D Annual Report of Continuing Education Credit Hours for Board Members,  
announced by President Beth Zinsmeyer**

Shannon Beasley, Jennilea Campbell, Veronica Cavazos, Matt Castiglione, Paula Davidson, Mario De Leon and Beth Zinsmeyer have met and exceeded their continuing education requirements for Board Members.

**Medina Valley Independent School District**  
**Regular School Board Meeting**

Board Minutes

April 24, 2023, 6:30 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

**V. Discussion and Possible Action Items**

**A Consent Agenda Items**

**1 Minutes of Regular Board Meeting on March 27, 2023**

Jennilea Campbell made a Motion, seconded by Mario De Leon, to approve the consent agenda items as presented. All of the Board Members voted for and the Motion passed.

**B Consider the purchase of a chiller for Loma Alta Middle School**

Matt Castiglione made a Motion, seconded by Shannon Beasley, approve the purchase of a chiller from JCI York for Loma Alta Middle School as recommended. All of the Board Members voted for and the Motion passed.

**C Consider Adoption of Allotment and TEKS Certification for 2023-2024**

Jennilea Campbell made a Motion, seconded by Shannon Beasley, to approve the adoption of Allotment and TEKS Certification for 2023-2024 as presented. All of the Board Members voted for and the Motion passed.

**D Consider Board Norms**

Shannon Beasley made a Motion, seconded by Jennilea Campbell, to adopt the Board Norms as presented. Matt Castiglione, Jennilea Campbell, Shannon Beasley and Beth Zinsmeyer voted for and Mario De Leon and the Motion passed.

**VI. Closed Session**

The Board President 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 Section 551.072 Deliberation Regarding Real Property, TX Govt. Code Section 551.071 Consultation with Attorney, the Board of Trustees will convene into a closed session at 7:36 pm. All voting or action will take place when the Board reconvenes in the open session

**A Consultation with Attorney (TX Govt. Code Section 551.071)**

**B Personnel Matters (TX Govt. Code Section 551.074)**

**1 Professional Contract recommendations**

**2 Professional Contract renewals**

**3 New positions for the 2023-2024 school year**

**4 New additional Duty Rate**

**5 Superintendent Evaluation/Contract**

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

Board President Beth Zinsmeyer announced that the Board would reconvene into Open Session on April 24, 2023 at 10:05 pm.

**Medina Valley Independent School District**  
**Regular School Board Meeting**

Board Minutes

April 24, 2023, 6:30 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

**VII. Continued Discussion and Possible Action Items**

**A Consider professional contract recommendations**

Matt Castiglione made a Motion, seconded by Mario De Leon, to approve the contract recommendations by the Superintendent as presented. All of the Board Members voted for and the Motion passed.

**Congratulations to the following new hires:**

- Aimee Gallegos, Castroville - Teacher
- Jacquelyn Thomet, Castroville - Teacher
- Brenda Armendariz, LaCoste - Teacher
- Christopher Botello, LaCoste - Teacher
- Allyson Carignan, LaCoste - Teacher (Fine Arts)
- Chelsea Espinosa, LaCoste - Teacher
- Amy Iacano, LaCoste - Teacher
- Elyssa Utz, LaCoste - Teacher (Fine Arts)
- Betsy Barrera, Ladera - Counselor
- Tabitha Gentry, Ladera - Teacher
- Shannon Goodenoughm, Ladera - Teacher
- Karen Johnson, Ladera - Counselor
- Linda Rodriguez, Ladera - Teacher
- Julia Valenzuela, Ladera - Teacher
- Ann Erican Doggett Bos, Luckey Ranch - Teacher
- Ashley Fryar, Potranco - Teacher
- Stacy Garcia, Potranco - Counselor
- Genalyn Haggard, Potranco - Teacher
- Laura Phillips, Potranco - Teacher
- Megan Simpson, Potranco - Teacher
- Aimee Gigax, Loma Alta - Teacher (Math)
- Ashley McCutcheon, Loma Alta - Teacher (Math)
- Mark Elmore, Loma Alta - Teacher (SpEd)
- Sarah Chadwell, Loma Alta - Academic Dean
- Sergio Flores, Loma Alta - Teacher (Science)/Coach
- Vanessa McDonald, Loma Alta - Teacher (Science)
- Allison Haby, MVMS - Teacher (CTE)
- Christopher Schmidt, MVMS - Teacher (CTE)
- James Stancek, MVMS - Teacher (SS)
- Jenna Lutz, MVMS - Teacher (ELAR)
- Jennifer Maldonado, MVMS - Counselor
- Jill Obregon, MVMS - Teacher (Math)
- Kelsi Joyer, MVMS - Teacher (ELAR)

**Medina Valley Independent School District**  
**Regular School Board Meeting**

Board Minutes

April 24, 2023, 6:30 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

- Taylor Wheeler, MVMS - Teacher (ELAR)
- Travis Baker, MVMS - Teacher (SS)
- Yvette Gonzales, MVMS - Teacher (ELAR)
- Cody White, MVHS - Teacher (SS)/Coach
- Colton Pouncy, MVHS - Teacher (Ag Science & Technology)
- Daniel Soto, MVHS - Teacher (Inclusion)/Coach
- Isaac Gutierrez, MVHS - Teacher (Inclusion)/Coach
- Jakob Lopez, MVHS - Teacher (English)
- Jena-Lyn Panella, MVHS - Teacher (English)
- Jose Maestre, MVHS - Counselor
- Kristie Bippert, MVHS - Counselor
- Patrick Lenz, MVHS - Teacher (SS)
- Royce Leonhardt, MVHS - Teacher (SS)/Coach
- Stephanie Schraer, MVHS - Teacher (ALE)
- Terri Pearce, MVHS - Teacher (ASL)
- Tyler Montgomery, MVHS - Teacher (Science)/Coach
- Jessica Hernandez, Special Programs - LSSP
- Linda Rodriguez, Special Programs – LSSP
- Jordan Trees, MVHS Teacher
- Rosa Carlos, MVHS Teacher
- Victoria Carr, Castroville Teacher
- Danielle Zinsmeyer, MVMS Teacher/Coach

**B Consider Professional Contract Renewals**

Shannon Beasley made a Motion, seconded by Mario De Leon, to approve the professional contract renewals as presented. All of the Board Members voted for and the Motion passed.

**C Consider new positions for the 2023-2024 school year**

Mario De Leon made a Motion, seconded by Shannon Beasley, to approve the new positions for the 2023-2024 school year as presented. All of the Board Members voted for and the Motion passed.

**D Consider new additional Duty Rate**

Matt Castiglione made a Motion, seconded by Jennilea Campbell, to approve the new additional Duty Rate as presented. All of the Board Members voted for and the Motion passed.

**E Consider Superintendent Contract**

Shannon Beasley made a Motion, seconded by Jennilea Campbell, to approve the Superintendents contract with the following adjustments: a one-year extension and a base salary of 237,000 per year. A roll call vote was taken, Shannon Beasley voted for, Jennilea Campbell voted for, Matt

**Medina Valley Independent School District  
Regular School Board Meeting**

Board Minutes

April 24, 2023, 6:30 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

Castiglione voted for, Mario De Leon voted for, and Beth Zinsmeyer voted for and the Motion passed. Veronica Cavazos and Paula Davidson were absent.

F Consideration of future meeting dates

- Special Meeting scheduled for May 15<sup>th</sup> at 6:30 pm to canvass the election.
- Regular Meeting scheduled for May 22<sup>nd</sup> at 6:30 pm.

**VIII. Adjournment**

Mario De Leon made a Motion, seconded by Shannon Beasley, to adjourn the Regular Board Meeting at 10:14 pm on April 24, 2023. All of the Board Members voted for and the Motion passed.

\_\_\_\_\_  
Beth Zinsmeyer, Board President

\_\_\_\_\_  
Jennilea Campbell, Board Secretary

Board Approved \_\_\_\_\_

**Medina Valley Independent School District**  
**Regular School Board Meeting**

Board Minutes

May 15, 2023, 6:30 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

A **Special Board Meeting** of the Board of Trustees was held Monday, May 15, 2023, beginning at 6:30 PM at the Medina Valley ISD Central Office Board Room.

**I. First Order of Business**

**A Establish a Quorum**

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

**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.

**C Recognition of Outgoing Board Members**

The Board Recognized the Outgoing Board Members:

Shannon Beasley

Paula Davidson

Mario De Leon

**II. Public Comment - none**

**III. Discussion and Possible Action Items**

**A May 6, 2023 General Election**

**1 Consider adoption of Resolution Canvassing the Returns and Declaring the Results of the Bond Election**

Shannon Beasley made a Motion, seconded by Veronica Cavazos, to adopt the Resolution Canvassing the Returns and Declaring the Results of the Bond Election as presented. All of the Board Members voted for and the Motion passed.

**2 Consider adoption of Resolution Canvassing the Returns and Declaring the Results of the Trustee Election**

Shannon Beasley made a Motion, seconded by Mario De Leon, adopt the Resolution Canvassing the Returns and Declaring the Results of the Trustee Election as presented. All of the Board Members voted for and the Motion passed.

**Medina Valley Independent School District  
Regular School Board Meeting**

Board Minutes

May 15, 2023, 6:30 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

- a Certificate of Election, Statement of Elected Officer, and Oath of Office
- b Administer the Oath of Office for Elected Officials for SMD #5 and the 2 At-Large Positions

The following new Board Members were sworn in:

Jason Bonney – Single Member District #5 Board Member

Nathan Fillinger – At-Large Board Member

Blane Nash – At-Large Board Member

- 3 Newly Sworn in Board Members take their seat at the Dias, Outgoing Board Members step down
- 4 Reorganization of the Board

Dr. Caloss asked for nominations for President.

Matt Castiglione made a Motion, seconded by Jennilea Campbell, to nominate Beth Zinsmeyer for President. No other nominations were made. All of the Board Members voted for the Motion passed and Beth Zinsmeyer accepted the Presidency.

President Beth Zinsmeyer asked for nominations for Vice President.

Veronica Cavazos made a Motion, seconded by Jennilea Campbell, to nominate Matt Castiglione for Vice President. No other nominations were made. All of the Board Members voted for the Motion passed and Matt Castiglione accepted the Vice President position.

President Beth Zinsmeyer asked for nominations for Secretary.

Matt Castiglione made a Motion, seconded by Veronica Cavazos, to nominate Jennilea Campbell for Secretary. No other nominations were made. All of the Board Members voted for the Motion passed and Jennilea Campbell accepted the Secretary position.

**B MVISD Trustee Code of Ethics 2023**

Beth Zinsmeyer, Board President read the Trustee Code of Ethics, all of the Board Members signed the document.

**C Appointment of Board Committee Members**

After discussion on Board Committees, the President appointed the following Board Members to the Board Committees.

Finance & Operations: Matt Castiglione, Blane Nash and Nathan Fillinger

Curriculum: Jennilea Campbell, Veronica Cavazos and Jason Bonney

Construction: Beth Zinsmeyer, Nathan Fillinger and Blane Nash

District and Campus Branding: Jennilea Campbell, Beth Zinsmeyer and Jason Bonney

**Medina Valley Independent School District**  
**Regular School Board Meeting**

Board Minutes

May 15, 2023, 6:30 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

The Board President announced that in accordance with the Texas Open Meetings Act, under the exceptions noted in TX Govt. Code 551.074 Personnel Matters, and TX Govt. Code 551.071 Consultation with Attorney, the Board of Trustees will convene into a closed meeting now at 6:56 pm. All voting or action will take place when the Board and Superintendent reconvene in the open meeting.

**IV. Closed Session**

- A Personnel Matters (TX Govt. Code Section 551.074)
- B Consultation with Attorney (TX Govt. Code Section 551.071)

Board President Beth Zinsmeyer announced that the Board would reconvene into Open Session on May 15, 2023 at 8:25 pm.

**V. Continued Discussion and Possible Action Items**

- A Consider professional contract recommendations

Veronica Cavazos made a Motion, seconded by Matt Castiglione, approve the professional contracts as presented. All of the Board Members voted for and the Motion passed.

**Congratulations to the following Medina Valley ISD new hires:**

Haley Tschirhart  
Rose Rodriguez  
Rachel Aken  
Katherine Hernandez  
Natausha Kentch  
Tanya Kniffen  
Aspin Tedder  
Gina Whitaker  
Lauren Gutierrez  
Maria LaPage  
Diana Pacheco  
Gloria Petit  
Carla Ramirez  
Marissa Steins-Robles  
Celeste Westbay  
Alison Monsisvais  
Adriana Moreno  
Lilia Hernandez  
Lorraine Jayassi

**Medina Valley Independent School District  
Regular School Board Meeting**

Board Minutes

May 15, 2023, 6:30 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 78009

Marivel Sanchez  
Quinonez  
Allison Hermes  
Angela Keith  
Brett Mazey  
Brittany Rivera  
Diana Morales Lozano  
Evan Villastrigo  
Jennifer Colton-Fowler  
John Lyell  
Laura Kohlleppel  
Sherry Feluz-Ball  
Mikalah Hoaglin  
Oscar Vega  
Mirella Campbell

**VI. Adjournment**

Veronica Cavazos made a Motion, seconded by Jennilea Campbell, to adjourn the Special Board Meeting at 8:26 pm on May 15, 2023. All of the Board Members voted for and the Motion passed.

\_\_\_\_\_  
Beth Zinsmeyer, Board President

\_\_\_\_\_  
Jennilea Campbell, Board Secretary

Board Approved \_\_\_\_\_

May 22, 2023

Dr. Scott Caloss  
Superintendent of Schools  
Medina Valley Independent School District  
8449 FM 471 S  
Castroville, Texas 78009

Re: Medina Valley Independent School District – Bond Counsel Representation

Dear Dr. Caloss:

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

### Terms of Engagement

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

### The Scope of the Representation

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

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

Upon accepting this engagement to represent the District, McCall, Parkhurst & Horton L.L.P. agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and in reliance upon information and guidance provided by the District, its employees and officials, and its affiliates; and (2) keep the District and its designated representative reasonably informed about the status and progress of the Representation. Specific Representation services are further described under “Our Legal Fees and Other Charges” below.



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

Under this letter, the person or entities that we represent are the ones herein identified and our attorney-client relationship does not include any related persons or entities (including individuals that are elected to the Board of Trustees or are District employees). Accordingly, it is understood that we may represent another client with interests adverse to any such affiliated or related persons or entities without first obtaining the District's consent.

### **Our Legal Fees and Other Charges**

Our fees for Representation services shall be calculated in accordance with the following schedule (the *Fee Schedule*):

- For bond elections, a fixed fee based on the size and scope of the subject bond election, with a minimum charge of \$15,000 and a maximum charge of \$35,000 (on a per election basis). For the recently completed, May 6, 2023 bond election, we will charge a flat fee of \$25,000, plus reimbursement for out of pocket expenses.
- For the issuance of obligations, including the issuance of bonds resultant from any bond election, our firm will charge a fixed fee (in addition to any bond election fee, as described above) equal, on a per series basis, to \$7,000, plus an amount, based on the final principal amount of an issuance of bonds, calculated pursuant to the following schedule (the *Standard Schedule*):
  - \$1.00 per \$1,000 obligation issued for the first \$50,000,000 of any such issuance, plus
  - \$0.85 per \$1,000 obligation issued for the first \$50,000,001 to \$100,000,000 for any such issuance, plus
  - \$0.70 per \$1,000 obligation issued for any amount of such issuance over \$100,000,000.

The per transaction fee resultant from the formula described above in this bullet is herein referred to as the *Standard Fee*.

- For each series of refunding bonds (including combined series of new money and refunding bonds), a fee equal to 120% of the Standard Fee (based on the principal amount of such series of bonds), with an additional fee of \$5,000 for a defeasance escrow funded with open market securities.
- For remarketings of variable rate bonds, a fee equal to 75% of the Standard Fee (based on the principal amount of such series of remarketed bonds).
- For cash defeasances of outstanding obligations, a fixed fee of \$2,500, with an additional fixed fee of \$5,000 for defeasance escrows funded with open market securities.
- For voter-approved tax ratification elections, a fixed fee of \$7,500.

Fees for services rendered in connection with a transaction shall be due and owing at the time of closing of the subject series of bonds or the cash funding of a defeasance escrow. A bond election fee shall be due and



owing at the time of closing of the initial series of bonds whose issuance authority is derived from such election. A fee for a voter-approved tax ratification shall be due and owing at the time of canvassing the election results, regardless of the results of the subject election.

In addition to the fees for services rendered identified in the Fee Schedule, we will charge a flat fee of \$2,500 per series of bonds for expenses (to include overnight deliveries, courier services, and preparation of pre- and post-closing transaction transcripts), plus additional expenses actually incurred (including Texas Attorney General review fee and, with respect to elections, translation services and publication expenses). No additional expenses will be added to service fees for cash defeasances. Fees and expenses are due and payable simultaneously with other service fees.

Our fees and charges include all advice necessary or incidental to the planning, structuring, and issuance of a series of bonds, as well as expenditure of obligation proceeds and advice and assistance regarding post-closing matters (such as continuing disclosure and federal tax law compliance). Assistance in response to an Internal Revenue Service audit is not included in these post-issuance services and will be subject to a subsequent engagement agreement negotiated between the District and our firm. In addition, fees for novel or irregular financings, such as lease-purchase or State or federal government subsidized financings, shall be subject to separate fee agreements, negotiated between our firm and the District at the time of commencement of any such financing.

### **Conflicts of Interest**

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing the District. Based on the information available to us to date, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas.

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

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

### **Communications**

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



## **Acceptance**

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

## **Termination**

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

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

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

## **Document Retention**

Records are retained in electronic storage for a duration deemed reasonable by our firm (but at least for the period that the subject series of debt obligations remain outstanding and unpaid).

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

## **Standards of Professionalism and Attorney Complaint Information**

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

**Governing Law**

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

**Conclusion**

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

*[The remainder of this page intentionally left blank.]*



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

Very truly yours,

Clay Binford  
210-225-2819  
[cbinford@mphlegal.com](mailto:cbinford@mphlegal.com)

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

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## THE TEXAS LAWYER'S CREED — A MANDATE FOR PROFESSIONALISM

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

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

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

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

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

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

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

**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 2023”; 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 \$\_\_\_\_\_ (being the principal amount of \$\_\_\_\_\_, plus an allocated amount of the [net] premium of \$\_\_\_\_\_), being the first installment or series of school building bonds approved and authorized to be issued at an election held on May 6, 2023 (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, modernizing, acquiring, and equipping school facilities (including safety and security, a new high school, a new ROTC/ag building at the existing high school, and traffic-flow improvements) and the purchase of the necessary sites for school facilities;

<u>Purpose</u>	<u>Date Authorized</u>	<u>Amount (\$) Authorized</u>	<u>Amount (\$) Previously Issued</u>	<u>Amount (\$) Being Issued*</u>	<u>Unissued Balance (\$)</u>
School Building and School Sites	May 6, 2023	376,000,000	-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; and

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 Board hereby finds and determines that the capital improvements identified in Measure A and the corresponding Proposition A of the order authorizing the Election were submitted to the qualified voters of the District as a single proposition pursuant to Section 45.003(g) of the Texas Education Code, as amended, because these capital improvements will be predominantly used for educational and administrative purposes, none of which are the type of facilities described in Section 45.003(g)(1-6) of the Texas Education Code, as amended; 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 2023” (the *Bonds*), for the purposes of providing funds for (i) designing, constructing, renovating, improving, upgrading, updating, modernizing, acquiring, and equipping school facilities (including safety and security, a new high school, a new ROTC/ag building at the existing high school, and traffic-flow improvements) 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 \_\_\_\_\_, 2023 (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 \$376,000,000, the latest permitted maturity of the Bonds will be February 15, 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 February 15 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>
-------------------------------------	-----------------------------------	-------------------------------

The Bonds shall bear interest on the unpaid principal amounts from the Delivery Date (scheduled to occur on \_\_\_\_\_, 2023), 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 February 15 and August 15, commencing \_\_\_\_\_, 20\_\_ (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 last business 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 February 15, 20\_\_ and February 15, 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 February 15 in the years as set forth below:

Term Bonds Stated to Mature <u>on February 15, 20__</u>	Term Bonds Stated to Mature <u>on February 15, 20__</u>
<u>Year</u> <u>Principal</u> <u>Amount (\$)</u>	<u>Year</u> <u>Principal</u> <u>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 February 15, 20\_\_ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on February 15, 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.

*[The remainder of this page intentionally left blank.]*

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 2023

Bond Date: \_\_\_\_\_ Interest Rate: \_\_\_\_\_ Stated Maturity: \_\_\_\_\_ CUSIP NO:  
\_\_\_\_\_ 2023

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 \_\_\_\_\_, 2023), 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 February 15 and August 15, commencing \_\_\_\_\_, 20\_\_ (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 last business 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, modernizing, acquiring, and equipping school facilities (including safety and security, a new high school, a new ROTC/ag building at the existing high school, and traffic-flow improvements) 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 6, 2023, 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 February 15, 20\_\_ and February 15, 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 February 15 in the year as set forth below:

Term Bonds Stated to Mature on February 15, 20__		Term Bonds Stated to Mature on February 15, 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.

As specified in the Order, the Bonds stated to mature on and after February 15, 20\_\_ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on February 15, 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.

*[Remainder of this page intentionally left blank]*

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: \_\_\_\_\_, \_\_\_\_\_,  
Agent/Registrar as \_\_\_\_\_ Paying

\_\_\_\_\_  
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 2023

Bond Date: \_\_\_\_\_ 2023      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 fifteenth 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 \_\_\_\_\_, 2023) 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 February 15 and August 15, commencing \_\_\_\_\_, 20\_\_ (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 last business 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 February 15 and August 15, commencing \_\_\_\_\_, 20\_\_, 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 February 15 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 2023 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 \_\_\_\_\_, 2023, 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 \_\_\_\_\_, 2023, 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; (3) \_\_\_\_\_ shall be deposited into the special construction account or accounts created for the projects to be constructed with the Bond proceeds; and (4) \$ \_\_\_\_\_ shall be deposited to the Bond Fund as the contingency amount; and

B. The balance of the proceeds derived from the sale of the Bonds (including the portion of the [net] 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), 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 2023, 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 22nd day of May, 2023.

MEDINA VALLEY INDEPENDENT SCHOOL  
DISTRICT

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President, Board of Trustees

ATTEST:

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Secretary, Board of Trustees

(DISTRICT SEAL)

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## INDEX TO EXHIBITS

Exhibit A.....	Approval Certificate
Exhibit B.....	Paying Agent/Registrar Agreement
Exhibit C.....	Purchase Contract
Exhibit D.....	Description of Annual Financial Information
Exhibit E.....	Written Procedures Relating to Continuing Compliance with Federal Tax Covenants
Exhibit F.....	General Policies and Procedures Concerning Compliance with the Rule
Exhibit G.....	DTC Letter of Representations

**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 D, 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**

**Budget Amendment Request Form**

**BA #1**

Fund	Type	Func	Object	SO	Org	FY	PIC	Loc 1	Loc 2	Description	Increase - Decrease
199	E	81	6629	17	105	0	99	6	00	Potranco building construction or improvement	-229258
										<b>Total Decrease</b>	<b>-229258</b>
199	E	51	6399	17	870	0	99	6	00	Supplies and materials	229258
										<b>Total Increase</b>	<b>229258</b>
<b>BALANCED TOTAL (Should Equal \$0)</b>											<b>0</b>

**Explanation:** Replenish maintenance budget for unplanned expenses: chiller rental- 62,988, football field repairs - 48,245, Portable Setup - 14,825. Allocate for summer projects - 103,200.

**MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

**Budget Amendment Request Form**

**BA #2**

Fund	Type	Func	Object	SO	Org	FY	PIC	Loc 1	Loc 2	Description	Increase - Decrease
199	E	81	6629	17	106	0	99	6	00	Luckey building construction or improvement	-37552
										Total Decrease	-37552
199	E	35	6399	00	999	0	99	0	00	Supplies and materials	37552
										Total Increase	37552
<b>BALANCED TOTAL (Should Equal \$0)</b>											<b>0</b>

**Explanation:** Allocate funds for food service furniture as part of surplus spend down.



MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

Budget Amendment Request Form

BA #3

Fund	Type	Func	Object	SO	Org	FY	PIC	Loc 1	Loc 2	Description	Increase - Decrease
199	E	81	6629	17	106	0	99	6	00	Lucky building construction or improvement	-19900
										Total Decrease	-19900
199	E	53	6395	16	840	0	99	6	00	Software renewal	19900
										Total Increase	19900
<b>BALANCED TOTAL (Should Equal \$0)</b>											0

Explanation: Allocate funds for software renewal for technology dept.



**MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

**Budget Amendment Request Form**

**BA #4**

Fund	Type	Func	Object	SO	Org	FY	PIC	Loc 1	Loc 2	Description	Increase - Decrease
199	E	11	6269	16	840	0	11	0	00	Lease	-80065
199	E	13	6269	16	840	0	99	0	00	Lease	-1500
199	E	21	6269	16	840	0	99	0	00	Lease	-1500
199	E	23	6269	16	840	0	99	0	00	Lease	-1500
199	E	31	6269	16	840	0	99	0	00	Lease	-1500
										<b>Total Decrease</b>	<b>-86065</b>
199	E	71	6512	16	840	0	99	0	00	Capital Lease Principal	77896
199	E	71	6522	16	840	0	99	0	00	Capital Lease Interest	8169
										<b>Total Increase</b>	<b>86065</b>
<b>BALANCED TOTAL (Should Equal \$0)</b>											<b>0</b>

**Explanation:** Computer lease is currently funded in function 11-31 but long term leases need to be accounted for in function 71.

**MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

**Budget Amendment Request Form**

**BA #5**

Fund	Type	Func	Object	SO	Org	FY	PIC	Loc 1	Loc 2	Description	Increase - Decrease
199	E	52	6299	15	810	0	99	6	00	Contracted services	-363690
199	E	81	6629	17	106	0	99	6	00	Lucky building construction or improvement	-22225
										<b>Total Decrease</b>	<b>-385915</b>
199	E	11	6399	16	840	0	11	6	00	Supplies and Materials	198915
199	E	11	6399	15	999	0	11	6	00	Supplies and Materials	187000
										<b>Total Increase</b>	<b>385915</b>
										<b>BALANCED TOTAL (Should Equal \$0)</b>	<b>0</b>

**Explanation:** Replenish technology budget for the Secondary Device Purchase to have classroom sets for all core and CTE teachers. Allocate for classroom furniture.

**PROPOSED MAY BUDGET AMENDMENT  
2022-2023 GENERAL FUND**

	2022-2023 AMENDED BUDGET (AS OF 2/27/23)	CURRENT MONTH AMENDMENTS					2022-2023 AMENDED BUDGET 5/22/23
		BA #1	BA #2	BA #3	BA #4	BA #5	
<b>Estimated Revenues</b>							
5700 LOCAL AND INTERMEDIATE REVENUES	\$ 36,648,303	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,648,303
5800 STATE PROGRAM REVENUES	\$ 34,048,838	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,048,838
5900 FEDERAL REVENUES	\$ 1,270,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,270,000
7900 OTHER SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Estimated Revenue</b>	\$ 71,967,141	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,967,141
<b>Appropriations</b>							
11 INSTRUCTION	\$ 40,206,968				\$ (80,065)	\$ 385,915	\$ 40,512,818
12 INSTRUCTIONAL MEDIA SERVICES	\$ 671,445						\$ 671,445
13 C&I STAFF DEVELOPMENT	\$ 812,616				\$ (1,500)		\$ 811,116
21 INSTRUCTIONAL LEADERSHIP	\$ 1,080,278				\$ (1,500)		\$ 1,078,778
23 SCHOOL LEADERSHIP	\$ 3,582,370				\$ (1,500)		\$ 3,580,870
31 GUIDANCE, COUNSELING & EVAL. SERV.	\$ 2,759,141				\$ (1,500)		\$ 2,757,641
32 SOCIAL WORK SERVICES	\$ 565,242						\$ 565,242
33 HEALTH SERVICES	\$ 827,463						\$ 827,463
34 STUDENT TRANSPORTATION	\$ 4,774,757						\$ 4,774,757
35 FOOD SERVICE	\$ 126,727		\$ 37,552				\$ 164,279
36 EXTRA-CURRICULAR ACTIVITIES	\$ 2,192,392						\$ 2,192,392
41 GENERAL ADMINISTRATION	\$ 2,384,578						\$ 2,384,578
51 PLANT MAINTENANCE & OPERATIONS	\$ 6,840,879	\$ 229,258					\$ 7,070,137
52 SECURITY AND MONITORING	\$ 1,270,457					\$ (363,690)	\$ 906,767
53 DATA PROCESSING SERVICES	\$ 1,748,489			\$ 19,900			\$ 1,768,389
61 COMMUNITY SERVICES	\$ 19,987						\$ 19,987
71 DEBT SERVICE	\$ -				\$ 86,065		\$ 86,065
81 FACILITIES AND CONSTRUCTION	\$ 1,578,352	\$ (229,258)	\$ (37,552)	\$ (19,900)		\$ (22,225)	\$ 1,269,417
95 JUVENILE JUSTICE ALTERNATIVE	\$ 5,000						\$ 5,000
99 OTHER INTERGOVERNMENTAL	\$ 520,000						\$ 520,000
8911 OTHER USES	\$ -						\$ -
<b>Total Appropriations</b>	\$ 71,967,141	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,967,141
<b>Net (Revenues Less Appropriations)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**PROPOSED MAY BUDGET AMENDMENT  
2022-2023 NATIONAL SCHOOL BREAKFAST/LUNCH FUND**

	2022-2023 ADOPTED BUDGET (AS OF 9/01/22)	2022-2023 AMENDED BUDGET (AS OF 9/01/22)	2022-2023 CURRENT AMENDMENTS (AS OF 2/27/23)	2022-2023 AMENDED BUDGET (AS OF 2/27/23)
<b>Estimated Revenues</b>				
5700 LOCAL AND INTERMEDIATE REVENUES	\$ 1,500,152	\$ -	\$ -	\$ 1,500,152
5800 STATE PROGRAM REVENUES	\$ 7,000	\$ -	\$ -	\$ 7,000
5900 FEDERAL REVENUES	\$ 3,562,125	\$ -	\$ -	\$ 3,562,125
7900 OTHER SOURCES	\$ -	\$ -	\$ -	\$ -
<b>Total Estimated Revenue</b>	<b>\$ 5,069,277</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,069,277</b>
<b>Appropriations</b>				
35 FOOD SERVICE	\$ 4,608,123	\$ -	\$ 600,000	\$ 5,208,123
8911 OTHER USES	\$ -	\$ -	\$ -	\$ -
<b>Total Appropriations</b>	<b>\$ 4,608,123</b>	<b>\$ -</b>	<b>\$ 600,000</b>	<b>\$ 5,208,123</b>
<b>Net (Revenues Less Appropriations)</b>	<b>\$ 461,154</b>	<b>\$ -</b>	<b>\$ (600,000)</b>	<b>\$ (138,846)</b>

Re: Juan C Zamora  
Chief Financial Officer  
Medina Valley Independent School District  
8449 FM 471 S  
Castroville, TX 78009

**Date:** 05/02/23

**Ref: Medina Valley ISD District-Construction Management Service**

I am pleased to provide you the following proposal for service as Supplemental Construction Management Services for Medina Valley ISD District's Bond 2022 program.

**Scope of Services**

1. Construction Concept and Program Planning: Attend Design/Development plan review meetings, Analyze Master Budget/Schedule, Communication Plan
2. Program Implementation services: Attend Construction Document plan review meetings, Analyze Master Budget, Schedule and Budget alignment, Packaging & procurement review and recommendation, Attend Value Engineering & Constructability review meetings
3. Post Construction services: Substantial completion process, Occupancy oversight, FF&E installation support, Punch List, Contract Closeout Management
4. On-site evaluation as needed of campuses to confirm as-builts and current conditions.
5. Meet with District leaders as needed to review compliance paths, especially if the design could impact operations at a campus.
6. Construction administration activities, including submittal review and field observations.
7. Land Acquisition Planning/Development as needed.

**Proposed Fees**

Henry Acosta CM service proposes to provide Basic Services as described below for a fixed fee:

**Principal Hourly rate = \$125.00**

**Minimum Monthly fee = \$8,000**

**Additional Services**

Should the client request any additional CM services/deliverables, Henry Acosta CM Service will provide additional services including: **Budget Detail Balance Sheets, Bond Schedule of Services, Power Point presentations, Web based services, Design & Construction standards or any other deliverables deemed as an additional service agreed by Owner and CM services.** Services on an hourly billing rate basis. **\$55.00**

Please note your acceptance of this proposal is subject to our standard terms and conditions. These terms and conditions are presented on the attached Exhibit A.

Please let us know if you have any questions or require any additional information regarding this or any other matter.

Best Regards,

Henry Acosta

**Henry Acosta Construction Management Service, LLC**  
**Terms and Conditions**

The Firm shall perform the services outlined in this agreement for the stated fee arrangement.

*Access to Site:*

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

*Billings/Payments:*

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

*Certifications, Guarantees and Warranties:*

The Firm shall not be required to execute any document that would result in their certifying, guaranteeing, or warranting the existence of conditions whose existence the Firm cannot ascertain.

*Limitation of Liability:*

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the limit of the Firm's professional liability insurance policy or \$1,000,000, whichever is greater. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

*Termination of Services:*

This agreement may be terminated by the Client, or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

*Ownership of Documents:*

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm. As-built documents including a CAD file will be prepared and provided to the Client upon the completion of construction.

*Reimbursable Expenses:*

Expenses including mileage, printing, copies, and deliveries are included in the fee arrangement.

## Henry Acosta

Chief Operations Officer

Henry Acosta is an experienced bond construction administrator with 36 years of experience in the K-12 Construction Industry. His expertise encompasses the overseeing of Construction, Engineering, and Inspection Responsibilities. It further includes the development of cost-effective planning, an effective procurement method, schedules for completion of multiple projects and department needs in various K-12 Construction Bond Projects. He has assisted in facilitating long-range planning of construction programs for growth and future school modernization.

Mr. Acosta has administered various Capital Improvement Programs (NISD \$848.91 million, NISD \$648.34 million and Edgewood ISD \$110 million) and is currently at Boerne ISD where he oversees their \$165 million Bond Program. Mr. Acosta continually evaluates the performance of all Architects, Engineers, and Building Contractors, and assists in the review of architectural and engineering drawings to ensure conformity with all Building codes, specifications, and District requirements. He ensures that departments collaborate to further accomplish the District's goals and objectives. Mr. Acosta negotiates proposals, contracts, and pricing with Consultants and Contractors. He applies policies established by federal and state law as well as local board policy, to include fire alarm systems, fire suppression systems, playground safety equipment, energy conservation plans, school security and safety, and emergency management plans. Mr. Acosta regularly attends and reports construction updates to the Bond Advisory, Building Committee, and the Board of Trustees.

Mr. Acosta holds both a Bachelors and Master's Degree from Texas State University.

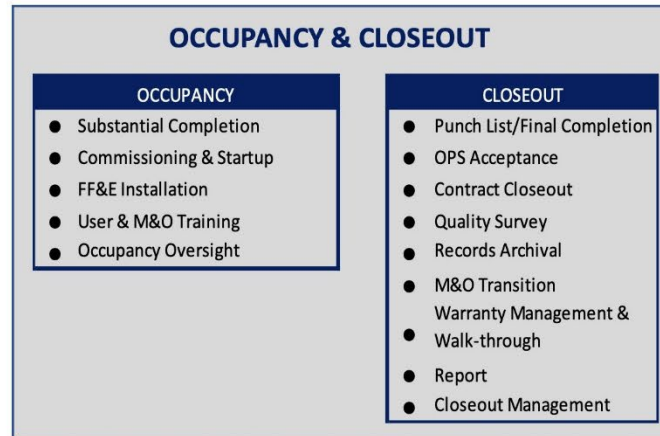
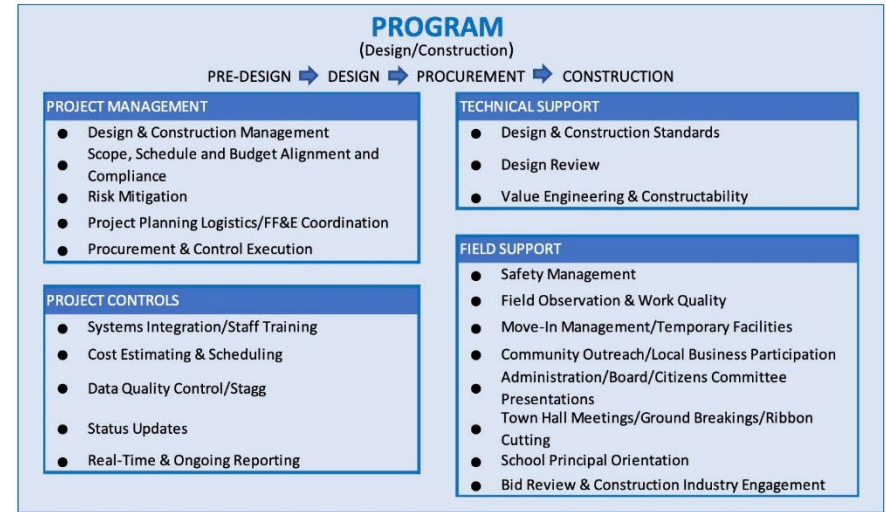


*Providing supplemental construction management services to clients with a commitment to a cost-effective planning process which includes effective procurement methods and spending solutions for a successful construction program.*

- Land Acquisition Planning
- Construction Concept
- Program Planning
- Design/Construction Management Solutions
- Post Construction Services

## Henry Acosta Construction Management Service, LLC

### Bond Program Overview



**Medina Valley ISD**  
**Furniture for 2023-2024 School Year**

	<b>JR INC</b>	<b>INDECO</b>
Medina Valley HS	13,469.60	9,356.00
Medina Valley MS	74,459.93	76,564.00
Loma Alta MS	36,813.49	37,845.00
Ladera Elm	3,645.80	6,185.00
Potranco Elm	41,621.32	35,044.00
Lucky Ranch Elm	50,983.50	43,703.82
Castroville Elm	6,089.64	5,105.00
LaCoste Elm	25,160.74	22,368.00
	<b>252,244.02</b>	<b>236,170.82</b>

**Lead Times for Delivery**

**10 weeks**

**8 weeks**

## Cafeteria Furniture Requested

	<u>The Edu-Source Corp.</u>	<u>Percentage per Tiffany</u>		<u>Calculated amount</u>	
		<u>199 Split</u>	<u>240 Split</u>	<u>199 Split</u>	<u>240 Split</u>
LaCoste Elementary	25,410.00	30.00%	70.00%	7,623.00	17,787.00
Ladera Elementary	25,809.00	30.00%	70.00%	7,742.70	18,066.30
Medina Valley HS					
Inside	23,510.00	50.00%	50.00%	11,755.00	11,755.00
Outside	11,590.06	90.00%	10.00%	10,431.05	1,159.01
	<u>\$ 86,319.06</u>			<u>37,551.75</u>	<u>48,767.31</u>

The Edu-Source Corp.  
P.O. Box 691948, San Antonio, TX 78269  
Phone (800) 258-8559 Fax (210) 699-4386

MEDINVA VALLEY ISD  
LACOSTE ES  
16069 UVALDE ST  
LACOSTE, TX 78039

DATE: 4/20/23

**QUOTE**

Qty	Item	Spec/Size	School Unit Price	School Extended Price
<b>MOBILE FOLDING TABLE</b>				
10	<b>PRESIDENT TABLE WITH 12 STOOLS</b> <b>LINE ITEM 250 CHOICE PARTNERS</b>	RECTANGULAR SHAPED TABLE, 12'L X 30"H WITH 12 STOOLS STANDARD WILSONART LAMINATE, SPECIFY TOP AND FINISH LAMINATE, ARMOR EDGE AND CASTER COLOR WHEN TABLE AND STOOL COLORS TO BE PROVIDED IF ORDERED	\$2,440.00	\$24,400.00
<b>FIELD SERVICE</b>				
10	<b>FREIGHT</b> <b>INSTALLATION</b> <b>LINE ITEM 8 CHOICE PARTNERS</b>	INCLUDED IN PRODUCT PRICE PER HOUR. INSTALLATION INCLUDES, UNLOADING, ASSEMBLY AND PLACEMENT OF FURNITURE.	\$101.00	\$1,010.00
<b>CHOICE PARTNERS 23/019TP ADDENDUM 1</b>			<b>CONTRACT TOTAL</b>	<b>\$25,410.00</b>

The Edu-Source Corp.  
P.O. Box 691948, San Antonio, TX 78269  
Phone (800) 258-8559 Fax (210) 699-4386

MEDINVA VALLEY ISD  
LADERA ES  
14750 W GROSENBACHER  
SAN AN SAN ANTONIO, TX 78245

DATE: 4/20/23

**QUOTE**

Qty	Item	Spec/Size	School Unit Price	School Extended Price
<b>MOBILE FOLDING TABLE</b>				
10	<b>SICO BY BENCH TABLE 12' -</b>	RECTANGULAR SHAPED TABLE, 12'L X 30"H WITH FLIP UP BENCHES, LIFT ASSISTANCE INCLUDED	\$2,490.00	\$24,900.00
	<b>LINE ITEM 232 CHOICE PARTNERS</b>	STANDARD WILSONART LAMINATE, SPECIFY TOP AND BENCH  EDGE GUARD AND CASTER COLOR TBD TABLE, BENCH, CASTER COLORS TO BE PROVIDED IF ORDERED		
<b>FIELD SERVICE</b>				
	<b>FREIGHT</b>	INCLUDED IN PRODUCT		
9	<b>INSTALLATION</b>	PRICE PER HOUR. INSTALLATION INCLUDES, UNLOADING, ASSEMBLY AND PLACEMENT OF FURNITURE.	\$101.00	\$909.00
	<b>LINE ITEM 8 CHOICE PARTNERS</b>			
	<b>CHOICE PARTNERS 23/019TP ADDENDUM 1</b>	<b>CONTRACT TOTAL</b>		<b>\$25,809.00</b>

The Edu-Source Corp.  
P.O. Box 691948, San Antonio, TX 78269  
Phone (800) 258-8559 Fax (210) 699-4386

MEDINVA VALLEY ISD  
MEDINA VALLEY HS  
8365 FM 471 SOUTH  
CASTROVILLE, TX 78009

DATE: 4/20/23

**QUOTE**

Qty	Item	Spec/Size	School Unit Price	School Extended Price
<b>MOBILE FOLDING TABLE</b>				
5	<b>SICO BY GRADUATE TABLE 8 STOOLS</b>	OVAL / ROUND SHAPED TABLE 54"X60" WITH ARMOR EDGE, COMFORT SEATS W/ ACCENT GUARDS, LIFT ASSIST INCLUDED	\$2,060.00	\$10,300.00
	<b>LINE ITEM 241 CHOICE PARTNERS</b>	STANDARD WILSONART LAMINATE FOR TABLE TOP; COLOR TBD  EDGE GUARD, STOOL, ACCENT GUARD AND CASTER COLOR TBD		
5	<b>SICO BY PRESIDENT TABLE 12 STOOLS</b>	RECTANGULAR SHAPE TABLE 12' X 30"H WITH ARMOR EDGE, COMFORT SEATS W/ ACCENT GUARDS, LIFT ASSIST INCLUDED	\$2,440.00	\$12,200.00
	<b>LINE ITEM 250 CHOICE PARTNERS</b>	STANDARD WILSONART LAMINATE FOR TABLE TOP; COLOR TBD  EDGE GUARD, STOOL, ACCENT GUARD AND CASTER COLOR TBD		
<b>FIELD SERVICE</b>				
	<b>FREIGHT</b>	INCLUDED IN PRODUCT		
10	<b>INSTALLATION</b>	PRICE PER HOUR. INSTALLATION INCLUDES, UNLOADING, ASSEMBLY AND PLACEMENT OF FURNITURE.	\$101.00	\$1,010.00
	<b>LINE ITEM 8 CHOICE PARTNERS</b>			
<b>CHOICE PARTNERS 23/019TP ADDENDUM 1</b>			<b>CONTRACT TOTAL</b>	
				<b>\$23,510.00</b>

MEDINA VALLEY  
CASTROVILLE TX 78009

DATE: 4-5-2023

**QUOTE**

QTY	ITEM	ITEM NUMBER	SCHOOL UNIT PRICE	SCHOOL EXTENDED PRICE
<b>OUTDOOR TABLES</b>				
10	46' SQUARE PORTABLE TABLE	46' SQUARE PORTABLE TABLE EXPANDED METAL Table overall size 80" from bench to bench	\$925.18	\$9,251.81
<b>PRODUCT TOTAL</b>				\$9,251.81
<b>FIELD SERVICE</b>				
18	FREIGHT INSTALLATION	PRICE PER HOUR	\$520.25 \$101.00	\$520.25 \$1,818.00
<b>CONTRACT TOTAL</b>				<b>\$11,590.06</b>
<b>CHOICE PARTNERS 23/019TP ADDENDUM 1</b>				



**Intech Southwest**  
 4778 Research Drive  
 San Antonio, Texas  
 United States  
<http://www.intechsouthwest.com>  
 (P) 210-690-0000  
 (F) 210-690-0200

Quotation (Open)	
<b>Date</b>	May 16, 2023 03:58 PM CDT
<b>Modified Date</b>	May 16, 2023 04:04 PM CDT
<b>Quote #</b>	425535 - rev 1 of 1
<b>Description</b>	UPDATED PRICING - 40- VIEWSONIC IFP 75" + INCLUDED 7 YEAR WARRANTY + SERVICES
<b>SalesRep</b>	Lopez, Sam (P) 210-690-0000
<b>Customer Contact</b>	Laleman, Scott scott.laleman@mvisd.org

**Customer**  
 Medina Valley ISD (MED400)  
 Laleman, Scott  
 8449 FM 471 South  
 Castroville, TX 78009  
 United States  
 (P) 830-931-2243 x 1104  
 (F) 830-931-4050 x 1157

**Bill To**  
 Medina Valley ISD  
 Payable, Accounts  
 8449 FM 471 South  
 Castroville, TX 78009  
 United States  
 (P) 830-931-2514  
 (F) 830-931-4050

**Ship To**  
 Medina Valley ISD  
 Payable, Accounts  
 8449 FM 471 South  
 Castroville, TX 78009  
 United States  
 (P) 830-931-2514  
 (F) 830-931-4050

<b>Customer PO:</b>	<b>Terms:</b> Net 30 Days	<b>Ship Via:</b> UPS Ground
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Image	Description	Part #	Qty	Unit Price	Total
<b>DIR CPO-4474</b>						
1		<a href="#">ViewSonic ViewBoard IFP7550-E2</a> 75" Diagonal Class LED display - interactive - with touchscreen (multi touch) - 4K UHD (2160p) 3840 x 2160 - with ViewSonic LB-WIFI-001 Dual Band Wireless Module, ViewSonic VB-STND-001 Mobile Trolley Cart	IFP7550-E2	40	\$2,049.00	\$81,960.00
2		Extended service agreement - parts and labor (for display with 70"-79" diagonal size) - 4 years (years: 4th - 7th) - on-site - for P/N: IFP7550-E1, IFP7550-E2, IFP7550-E3, IFP7550-US, IFP7560	IFP-EW-70-	40	\$0.00	\$0.00
Note: FREE ADDED VALUE						
3		Intech Southwest Services - Assembly of Viewsonic IFP onto Cart and Delivery to MVISD CAMPUS'S	IFP ASSEMBY AND DELIVERY	40	\$170.00	\$6,800.00

This quote is valid for 30 days from the Quotation Date. Please contact your sales representative for updated pricing if your order is placed after that time period.

RMA Policy: Defective merchandise must be returned within 15 days of receipt of product or manufacturer warranty applies for repair. Non-defective merchandise must be returned within 30 days of receipt. Non-defective product must be unopened and factory-sealed to be eligible for return. Intech Southwest offers a replacement only for unopened software returns. Returns will only be accepted if accompanied by a valid RMA number provided by Intech Southwest. Some special orders are non-returnable and the manufacturer must be contacted. Intech Southwest reserves the right to refuse the return of incomplete and opened products or charge a 15% restocking fee for returns that are accepted.

<b>Subtotal:</b>	<b>\$88,760.00</b>
Product Subtotal:	\$88,760.00
Tax (.0000%):	\$0.00
Shipping:	\$0.00
<b>Total:</b>	<b>\$88,760.00</b>



**Intech Southwest**  
 4778 Research Drive  
 San Antonio, Texas  
 United States  
<http://www.intechsouthwest.com>  
 (P) 210-690-0000  
 (F) 210-690-0200

Quotation (Open)	
<b>Date</b>	May 12, 2023 08:28 AM CDT
<b>Modified Date</b>	May 12, 2023 09:06 AM CDT
<b>Quote #</b>	425461 - rev 1 of 1
<b>Description</b>	210- HP PROBOOK 440 G10 CTO- I5 16GB 256SSD TOUCHSCREEN + 3 YEAR WARRANTY + IMAGING
<b>SalesRep</b>	Lopez, Sam (P) 210-690-0000
<b>Customer Contact</b>	Laleman, Scott scott.laleman@mvisd.org

<b>Customer</b>	<b>Bill To</b>	<b>Ship To</b>
Medina Valley ISD (MED400) Laleman, Scott 8449 FM 471 South Castroville, TX 78009 United States (P) 830-931-2243 x 1104 (F) 830-931-4050 x 1157	Medina Valley ISD Payable, Accounts 8449 FM 471 South Castroville, TX 78009 United States (P) 830-931-2514 (F) 830-931-4050	Medina Valley ISD Payable, Accounts 8449 FM 471 South Castroville, TX 78009 United States (P) 830-931-2514 (F) 830-931-4050

<b>Customer PO:</b>	<b>Terms:</b> Net 30 Days	<b>Ship Via:</b> UPS Ground
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Image	Description	Part #	Qty	Unit Price	Total
<b>DIR TSO-4159</b>						
1		HP PROBOOBOOK 440 G10 - I5 16GB 256SSD - TOUCHSCREEN	HP PROBOOK 440 G10	210	\$712.00	\$149,520.00
		Note: HP IDS UMA i5-1335U Realtek USBC 440 Base NB PC Electronic Energy Star labeling (EStar) Windows 11 Pro 64 Downgrade Win 10 Pro 64 StF MSNA Standard OS Localization Dual AryMic HD USB2 WFOV Integrated Camera 717U8AV 14 inch FHD (1920x1080) Anti-Glare LED UWVA 250 for HD Webcam Touchscreen Narrow Bezel bent 16GB (1x16GB) DDR4 3200 256GB PCIe NVMe Value Solid State Drive Pike Silver Plastic ID Intel AX211 Wi-Fi 6E 160 MHz +Bluetooth 5.3 WW WLAN No WWAN No Fingerprint Sensor Long Life 42Whr Fast Charge 3 cell Battery 65 Watt nPFC USB-C Straight AC Adapter Clickpad spill-resistant Country Localization C5 1.0m Sticker Conventional Power Cord 1/1/0 Warranty HP Tamper Lock Standard Packaging Core i5 sz3 G13 Label Electronic TCO Certified labeling				
2		Electronic HP Care Pack Pick-Up and Return Service	UK707E	210	\$51.00	\$10,710.00
		Extended service agreement - parts and labor - 3 years - pick-up and return - 9x5 - for Pro Mobile Thin Client mt440 G3; ProBook 445 G10, 450 G10, 455r G6, 45X G6, 45X G7, 45X G8				

**OPTIONAL IMAGING SERVICES**

3		Intech Southwest Services - Imaging, Asset Tagging, and Delivery	IMAGING SERVICES	210	\$30.00	\$6,300.00
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Note: NEW IMAGE CREATION FOR MEDINA VALLEY ISD  
 Imaging of New HP Probook 440 G10 Laptops for Medina Valley ISD  
 Asset Tagging of all HP Laptops  
 Delivery

This quote is valid for 30 days from the Quotation Date. Please contact your sales representative for updated pricing if your order is placed after that time period.

RMA Policy: Defective merchandise must be returned within 15 days of receipt of product or manufacturer warranty applies for repair. Non-defective merchandise must be returned within 30 days of receipt. Non-defective product must be unopened and factory-sealed to be eligible for return. Intech Southwest offers a replacement only for unopened software returns. Returns will only be accepted if accompanied by a valid RMA number provided by Intech Southwest. Some special orders are non-returnable and the manufacturer must be contacted. Intech Southwest reserves the right to refuse the return of incomplete and opened products or charge a 15% restocking fee for returns that are accepted.

<b>Subtotal:</b>	<b>\$166,530.00</b>
<i>Product Subtotal:</i>	<i>\$166,530.00</i>
Tax (.0000%):	\$0.00
Shipping:	\$0.00
<b>Total:</b>	<b>\$166,530.00</b>

**Medina Valley ISD  
Copier and Copier Services Scoring Sheet**

Criteria	Toshiba	CTWP	SHARP	RICOH
Quality of the Vendor Services - 20	20	20	20	20
Ability to meet the District's Needs - 25	25	25	25	25
Price/Discount - 40	40	40	25	30
Past Relationship with District - 5	3	5	3	3
References - 10	10	10	10	10
<b>TOTALS</b>	<b>98</b>	<b>100</b>	<b>83</b>	<b>88</b>

AC3 - 5/18/23  
 Print/Signature Date

[Signature] 5/18/23  
 Print/Signature Date

Rox [Signature] 5/18/23  
 Print/Signature Date

Mrandi Handberg 5/18/23  
 Print/Signature Date

# Medina Valley Independent School District

## *Agenda Item Memorandum*

*To: MVISD Board of Trustees*

*Date: 5-17-2023*

*RE: Consider selection of architectural firm for the Medina Valley High School Agriculture/JROTC building design and delegate authority to the Superintendent to proceed with contract approval.*

- For construction of a new building, a school district must hire an architect if construction costs exceed \$100,000. (22 Tex. Admin. Code 1.212(a))
- Architects and engineers are providers of professional services and must be selected in accordance with the Professional Services Procurement Act (PSPA) rather than on the basis of competitive bidding or another method of competitive procurement. (Tex. Educ. Code 44.031(f)).
- A school district must first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications and then attempt to negotiate a contract at a fair and reasonable price. (Tex. Gov't Code 2254.004(a)).
- The district shall first attempt to negotiate a contract with the selected firm. If an agreement cannot be reached then the district may move on to a second firm to negotiate price. Once you have moved on to the second firm you may not reengage the first firm based on price negotiation.
- A request for qualifications solicitation is not required by statute.
- Administration is recommending O'Connell Robertson.

Authority: CH (Legal/Local), CV (Legal/Local)

# Medina Valley Independent School District

## *Agenda Item Memorandum*

*To: MVISD Board of Trustees*

*Date: 5-17-2023*

*RE: Consider selection of construction procurement method for the Medina Valley Middle School Traffic Improvement Project and delegate authority to the Superintendent to proceed with procurement*

- A board that considers a construction contract using a method authorized by Government Code Chapter 2269 other than competitive bidding must, before advertising, determine which procurement method provides the best value for the district.
- The district will evaluate and rank each proposal based upon published selection criteria and shall select the offeror that offers the best value for the district based on the published selection criteria and on its ranking evaluation.
- The district shall first attempt to negotiate a contract with the selected offeror. The district may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification.
- If the district is unable to negotiate a satisfactory contract with the selected offeror, the district shall end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.
- In determining the best value for the district, the district is not restricted to considering price alone but may consider any other factors stated in the selection criteria which includes:
  - ✓ Price
  - ✓ The offeror's experience and reputation.
  - ✓ The quality of the offeror's goods or services.
  - ✓ Past performance
  - ✓ The offeror's safety record
  - ✓ The offeror's proposed personnel.
  - ✓ Whether the offeror's financial capability is appropriate to the size and scope of the project.
  - ✓ Any other relevant factor specifically listed in the request for bids, proposals, or qualifications.
- The administration recommends the district use competitive sealed proposals for the method of procurement for a contractor for the Medina Valley Middle School Traffic Improvements

Authority: CH (Legal/Local), CV (Legal/Local), CVB (Legal/Local), CVD (Legal)

# Medina Valley Independent School District

## *Agenda Item Memorandum*

*To: MVISD Board of Trustees*

*Date: 5-17-2023*


*RE: Consider selection of engineering firm for the Medina Valley Middle School traffic improvements and delegate authority to the Superintendent to proceed with contract approval.*


- A school district may not construct a public work involving engineering in which the public health, welfare, or safety is involved unless the engineering plans, specifications, and estimates have been prepared by an engineer, and the engineering construction is performed under the direct supervision of an engineer. Tex. Occ. Code § 1001.407.
- Architects and engineers are providers of professional services and must be selected in accordance with the Professional Services Procurement Act (PSPA) rather than on the basis of competitive bidding or another method of competitive procurement. (Tex. Educ. Code 44.031(f)).
- A school district must first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications and then attempt to negotiate a contract at a fair and reasonable price. (Tex. Gov't Code 2254.004(a)).
- The district shall first attempt to negotiate a contract with the selected firm. If an agreement cannot be reached then the district may move on to a second firm to negotiate price. Once you have moved on to the second firm you may not reengage the first firm based on price negotiation.
- A request for qualifications solicitation is not required by statute.
- Administration is recommending Moy Tarin Ramirez Engineers, LLC.

Authority: CH (Legal/Local), CV (Legal/Local)

**RFQ 23-001 Annual Financial Audit Services**

Medina Valley ISD Scoring Sheet - Audit Services				
Criteria	Max Points	abip	Coleman, Horton & Company, LLP	Garza/Gonzales & Associates
Technical Experience of the firm	25	25	23	25
Characteristics of the staff, including consultants to be assigned to the audit	25	25	25	25
Clear understanding of the work to be performed	15	15	15	15
Prior experience with district and current/past customer satisfaction	15	15	13	15
Any other relevant factors the district deems relevant	10	10	7	9
Interview points awarded (if district deems necessary)	10	0	0	0
<b>Maximum Score Available</b>	<b>100</b>	<b>90</b>	<b>83</b>	<b>89</b>


5/18/23  
 \_\_\_\_\_  
 Print/Signature Date


5/18/23  
 \_\_\_\_\_  
 Print/Signature Date


5/18/2023  
 \_\_\_\_\_  
 Print/Signature Date

## Medina Valley Job Description School Year 2023-2024

<b>Job Title:</b>	<b>Director of Finance &amp; Budget</b>	<b>Wage/Hour Status:</b>	<b>Exempt</b>
<b>Reports to:</b>	<b>Asst. Superintendent of Finance &amp; Operations</b>	<b>Pay Grade:</b>	<b>AP 08</b>
<b>Dept/Division:</b>	<b>Business &amp; Finance</b>	<b>Term:</b>	<b>226 Days</b>

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### Primary Purpose:

Direct and manage the business operations of the district including accounting, payroll, purchasing, and budget.

### Qualifications:

#### Education/Certification:

Bachelor's degree in a business-related field or educational administration  
Accounting Degree preferred

#### Special Knowledge/Skills:

Knowledge of budgeting, accounting systems, and payroll processing  
Working knowledge of financial applications and accounting  
Ability to use software to develop spreadsheets and perform data analysis  
Ability to implement policy and procedures  
Ability to interpret data  
Ability to manage budget and personnel  
Strong organizational, communication, public relations, and interpersonal skills

#### Experience:

5 years' experience in school business management or public organization

### Major Responsibilities and Duties:

#### Fiscal Management

1. Assist in the preparation of the budget and development of long- and short-range objectives for the business operations of the district.
2. Ensure that accounting systems comply with applicable laws and regulations including Texas Education Agency Financial Accounting Manual.
3. Administer the district's budget and ensure that operations are cost-effective and funds are managed wisely. Prepare all budget adjustments, additions, and deletions.
4. Assist the district's independent and internal auditors in conducting periodic audits.

Medina Valley Independent School District will provide its student with an educational environment designed to inspire excellence, promote creative thought, achieve maximum potential, and instill responsible behavior and attitudes.

## **Medina Valley Job Description School Year 2023-2024**

5. Evaluate accounting procedures, systems, and controls in all district departments and recommend improvements in their design, implementation, and maintenance.
6. Determine cash available for investment and payment of bills based on daily analysis of cash flow.
7. Oversee monthly bank reconciliations for all accounts. Review reconciliations of vendor and payroll clearing accounts.
8. Work with district personnel to project student enrollments, staffing needs, building and facilities needs, energy needs, capital equipment needs, and other cost items for district and individual school improvement.
9. Plan and conduct needs assessments for improvement of district business operations. Ensure that business operations support the district's goals and objectives and provide leadership to achieve cost-effective practices throughout the district.
10. Assist with administration of the business office budget and ensure that programs are cost effective and funds are managed prudently.

### **Policy, Reports, and Law**

11. Implement policies established by federal and state law, State Board of Education rule, and local board policy in area of business operations.
12. Compile, maintain, and file all physical and computerized reports, records, and other documents required.
13. Follow district safety protocols and emergency procedures.

### **Purchasing and Inventory**

14. Maintain accurate and current inventory records of the district's fixed and movable assets and oversee maintenance of a timely replacement cost-asset listing for insurance purposes. Organize and conduct sales to dispose of surplus and salvage equipment.
15. Oversee the preparation of bids and bid specifications. Receive and analyze bid proposals and prepare written recommendations.

### **Personnel Management**

16. Prepare, review, and revise business department job descriptions.
17. Develop training options and/or improvement plans to ensure exemplary business operations.
18. Select, train, evaluate, and supervise staff and make recommendations relative to assignment, retention, discipline, and dismissal.

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## **Medina Valley Job Description School Year 2023-2024**

### **Supervisory Responsibilities:**

Supervise, evaluate, and recommend the hiring and firing of the risk manager, accounting supervisor, purchasing supervisor, payroll supervisor.

### **Mental Demands/Physical Demands/Environmental Factors:**

**Tools/Equipment Used:** Standard office equipment including personal computer and peripherals

**Posture:** Prolonged sitting; occasional bending/stooping, pushing/pulling, and twisting

**Motion:** Repetitive hand motions, frequent keyboarding and use of mouse; occasional reaching

**Lifting:** Occasional light lifting and carrying (less than 15 pounds)

**Environment:** May work prolonged or irregular hours; occasional districtwide and statewide travel

**Mental Demands:** Work with frequent interruptions; maintain emotional control under stress

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

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_

## Medina Valley ISD Job Description School Year 2023-2024

<b>Job Title:</b>	Director, Health & Safety	<b>Wage/Hour Status:</b>	Exempt
<b>Reports to:</b>	Superintendent	<b>Pay Grade:</b>	AP 05
<b>Dept./Division:</b>	Safety	<b>Contract Days:</b>	226

**Primary Purpose:**

Responsible for leadership in the development, implementation and coordination of a comprehensive districtwide program focused on the areas of health, safety, and emergency/crisis management. Ensures that measures are taken to minimize hazards, support physical health, and safeguard the security and wellbeing of employees and students.

**Qualifications:**

**Education/Certification:**

Bachelor’s degree or equivalent experience in criminal justice, emergency management, or related field

**Special Knowledge/Skills:**

- Ability to organize, direct, coordinate, and evaluate health care, safety and social services delivery systems.
- Knowledge of health and safety programs and applicable laws. Ability to implement policies and procedures. Ability to manage budget and personnel. Knowledge of community medical and health care services. Strong organizational, communication, and interpersonal skills.
- Knowledge of law enforcement policies/procedures, crime prevention, investigations, public safety training, safety programs, and operations
- Knowledge of Texas Unified School Safety Standards and school safety audit processes
- Knowledge of effective health services requirements, standards, reporting requirements, and laws
- Knowledge of Continuity of Operations
- Knowledge of social services resources and practices
- Knowledge of school drill policies and procedures.
- Knowledge of social service effective program delivery
- Knowledge of safety policies, guidelines and fire codes
- Skill in interpreting law, policy, and procedures
- Knowledge of security and camera systems and their applications
- Knowledge of Risk Management and Risk Communications
- Knowledge of two-way communication and communication devices
- Skill in implementing, training for, and planning for the Incident Command System
- Skill in communicating effectively with others
- Skill in working with various types of equipment including, but not limited to personal computers, fax machines, calculators, printers
- Skill in working with word processing and spreadsheet computer applications
- Skill in working in collaborative team-based environments

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## **Medina Valley ISD Job Description School Year 2023-2024**

### **Experience:**

Three years leadership experience with health and safety and emergency/crisis management teams and systems.

### **Major Responsibilities and Duties:**

1. Oversee district environmental health and safety programs and emergency management plans, including campus emergency plans. Collaborate with District administration to integrate/implement health, safety, and crisis policies/practices with District priorities.
2. Oversee the development, maintenance, and implementation of school board policy and administrative procedures related to health and safety and emergency/crisis management. Advise the School Board and District Administration on matters related to health, safety, security and emergency/crisis management. Seek input from and collaborate with employees to improve health and safety procedures on an ongoing basis.
3. Oversee the District's Crisis Management Team and Crisis Intervention Plan. Develop and maintain emergency management and continuity of operations plans and practices for the district and its campuses consistent with local, state and federal requirements and best practices.
4. Develop and maintain a district-wide communication/radio and security plan including inventory control, FCC licensing requirements and routine or contracted maintenance of handheld and mobile radio systems.
5. Coordinate district video surveillance, visitor management and fire alarm/suppression systems, including daily operations, system installations, upgrades and contracted maintenance to ensure safety and security of all district facilities.
6. Address campus, parent, student and community concerns and communicate as appropriate with district and campus level administrators regarding health and safety and related concerns and solutions.
7. Work with the Medina County Sheriff to establish training programs for new and existing staff to address pertinent areas of safety, security and emergency management including regular safety drills, exercises, and training to ensure compliance with the National Incident Management System (NIMS); training of campus staff for the use of video surveillance, alarm systems and visitor management; and appropriate school safety and emergency management programs.
8. Coordinate the development of a comprehensive physical health program; evaluate the implementation and make changes based on findings, and recommend policies to encourage program involvement. Assist with implementing appropriate prevention programs to support students and families. Consult with campus staff on referrals and provide follow-up services to meet health needs of students.
9. Coordinate activities of the safety, health, and wellness programs with outside agencies and members of medical, crisis, social services and health care community to ensure that students have access to care and services.
10. Serve as member of district committees related to health/safety issues such as crisis intervention, planning teams, staff wellness programs, and exposure control committees.
11. Complete campus and facility audits and ensure district compliance of school safety audits.
12. Ensure effective implementation of a district Wellness Program.

**Medina Valley Independent School District will provide its student with an educational environment designed to inspire excellence, promote creative thought, achieve maximum potential, and instill responsible behavior and attitudes.**

## Medina Valley ISD Job Description School Year 2023-2024

13. Supervise the organization of the health, safety, and social services budget and ensure that programs are cost-effective and funds are managed prudently and compile budget and cost estimates based on documented program needs.
14. Supervise the compiling, maintaining, and filing of physical and computerized reports, records, and other documents, including accurate, updated records of health, safety, and security information for students and submit to departments or agencies as needed.
15. Assist with recruiting, interviewing, selecting, and training of safety, security, and health personnel and make recommendations about placement, assignment, discipline, and dismissal, working cooperatively with campus principals and District administration.
16. Develop and facilitate presentations, trainings, and improvement plans for staff, School Board, community, and others to ensure exemplary operation in the health and safety services areas. Serve as resource, support, and mentor for staff nurses, security, and safety staff.
17. Maintain district material safety data sheet (MSDS) manual and provide information to employees and health care professionals as needed.
18. Follow Educator Code of Conduct & all policies, procedures, laws and State/Federal regulations.
19. Perform other duties as assigned.

### Supervisory Responsibilities:

Supervise staff and leadership in the safety and health departments.

### Mental Demands/Physical Demands/Environmental Factors:

**Tools/Equipment Used:** Standard office equipment including personal computer and peripherals.

**Posture:** Frequent sitting and standing; occasional bending/stooping, pushing/pulling, and twisting

**Motion:** Repetitive hand motions; frequent keyboarding and use of mouse; occasional reaching

**Lifting:** Occasional light lifting and carrying (less than 20 pounds)

**Environment:** May work prolonged or irregular hours; work inside and outside (exposure to sun, heat, cold, and inclement weather), exposure to noise; occasional districtwide and statewide travel

**Mental Demands:** Work with frequent interruptions; maintain emotional control under stress

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Medina Valley ISD does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age disability, military status, or on any other basis prohibited by law. Employment decisions will be made on the basis of each applicant's job qualifications, experience, and abilities. The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

**Employee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Reviewed by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Medina Valley Independent School District will provide its student with an educational environment designed to inspire excellence, promote creative thought, achieve maximum potential, and instill responsible behavior and attitudes.

## Medina Valley ISD Job Description School Year 2023-24

<b>Job Title:</b>	Board Certified Behavior Analyst	<b>Wage/Hour Status:</b>	Exempt
<b>Reports to:</b>	Director of Special Education	<b>Pay Grade:</b>	AP04
<b>Dept/Division:</b>	Special Education	<b>Contract Days:</b>	207

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### Primary Purpose:

Provide support and training for general and special education teachers, staff, and parents in the design and implementation of positive behavior supports and interventions.

### Qualifications:

**Education/Certification:**

Board Certified Behavior Analyst

**Special Knowledge/Skills:**

- Knowledge of Applied Behavior Analysis in the school setting
- Knowledge of Functional Behavioral Assessment (FBA) and development of behavioral intervention
- Knowledge of Admission, Review, and Dismissal (ARD) Committee process and Individual Education
- Ability to collaborate with a broad range of professionals
- Knowledge of behavior and social skill intervention techniques and methodology
- Ability to develop and deliver training to adult learners
- Strong organizational, communication, and interpersonal skills

**Experience:**

One year experience preferred

### Major Responsibilities and Duties:

#### Instructional and Program Management

1. Collaborate with administrators and teachers to design and develop research based behavioral intervention plans (BIP), provide support to instructional staff in implementing BIPs, and classroom management strategies.
2. Participate in the development of district-wide systems and procedures related to behavior, including Multi-Tiered Support Systems and positive behavior interventions and supports.
3. Monitor the effectiveness of behavior intervention plans and recommend changes as needed.
4. Conduct functional behavioral assessment (FBA) based on observation of students in school, home, and community environments. Work with school staff and parents in teaching socially acceptable behaviors to students based on individual needs.

Medina Valley Independent School District will provide its student with an educational environment designed to inspire excellence, promote creative thought, achieve maximum potential, and instill responsible behavior and attitudes.

## **Medina Valley ISD Job Description School Year 2023-24**

5. Participate in admission, review, and dismissal (ARD) committee meetings. Work collaboratively with parents, teachers, and other staff members to ensure success in meeting individual educational plan (IEP) goals.
6. Manage student behavior and administer discipline including intervening in crisis situations and physically restraining students as necessary according to IEP.
7. Assist teachers with classroom management and behavior management.
8. Develop and maintain effective behavioral management and intervention techniques with individual and/or groups of students and provide assistance in meeting educational, occupational, and personal needs.
9. Participate in the Response to Intervention (RtI) process team meetings to address academic and behavioral issues with identified students.
10. Conference with parents, administrators, and teachers concerning school and student issues.

### **Training and Staff Development**

11. Identify staff development needs across the district. Design and deliver training to campus administrators, teachers, support staff, and other professionals.
12. Develop and present training in the principals of behavior, data collection, behavioral assessment, and behavior change procedures.
13. Coach campus personnel in the implementation of behavioral strategies and classroom management techniques
14. Provide behavior management training for parents as needed.

### **Professional Growth and Development**

15. Pursue continuous improvement and growth in knowledge of behavior intervention strategies, methodologies, and analysis.

### **Other**

16. Consult with district and outside resources regarding education, social, medical, and personal needs of students.
17. Follow district safety protocols and emergency procedures.
18. Take all necessary and reasonable precautions to protect students, equipment, materials, and facilities.

**Medina Valley Independent School District will provide its student with an educational environment designed to inspire excellence, promote creative thought, achieve maximum potential, and instill responsible behavior and attitudes.**

## Medina Valley ISD Job Description School Year 2023-24

19. Compile, maintain, and file all physical and computerized reports, records, statistical data, and other documents required.
20. Keep informed of and comply with federal, state, district, and school regulations and policies for special education.
21. Perform other duties as assigned by the director of special education, assistant superintendent, and the Superintendent of Schools.

### **Supervisory Responsibilities:**

Supervision of behavior support paraprofessionals on multiple campuses

### **Mental Demands/Physical Demands/Environmental Factors:**

**Tools/Equipment Used:** Personal computer and peripherals, and other instructional equipment

**Posture:** Prolonged standing; frequent kneeling/squatting, bending/stooping, pushing/pulling, and twisting

**Motion:** Frequent walking

**Lifting:** Regular light lifting and carrying (less than 15 pounds); may require occasional heavy lifting (45 pounds or more) and positioning of students with physical disabilities, control behavior through physical restraint, assist non-ambulatory students, and lift and move adaptive and other classroom equipment

**Environment:** Work inside; may work outside; regular exposure to noise; exposure to biological hazards

**Mental Demands:** Maintain emotional control under stress; may work prolonged or irregular hours

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

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_

# Medina Valley Independent School District

## *Agenda Item Memorandum*

*To: MVISD Board of Trustees*

*Date:*

*RE: Consider approving additional Duty Rate*

Consider setting an additional Duty Rate to pay for Special Education student evaluations conducted over the Summer. The proposed pay rate is \$45 per hour.