

**Medina Valley Independent School District**  
**Board of Trustees**  
**Regular Meeting on Monday, June 19, 2023 at 6:00 PM**  
**Medina Valley ISD Central Office Board Room**

**A Regular Board Meeting of the MVISD Board of Trustees was held on Monday, June 19, 2023, beginning at 6:00 PM at/on Medina Valley ISD Central Office Board Room.**

**I. First Order of Business**

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

**II. Public Comment**

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

**III. Closed Session**

- A Consultation with Attorney regarding legal issues related to Level Three Public Complaint grievances (TX Govt. Code Section 551.071)

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

- 1 Hear and consider Level Three Public Complaint grievance filed by Terry Beck
- 2 Hear and consider Level Three Public Complaint grievance filed by Hank Seay III

**IV. Discussion and Possible Action Items**

- A Consider Level III Public Complaint Grievance filed by Terry Beck
- B Consider Level III Public Complaint Grievance filed by Hank Seay III

**V. Announcements/Communications/Presentations**

- A Construction Update 2
- B Financial Briefing 18
- C First Reading of Board Local Policy Update 121 25
- D Superintendent Briefing 41
- E Board Committee Reports
  - Construction Committee - Blane Nash, Committee Chair
  - Curriculum Committee - Veronica Cavazos, Committee Chair
  - Branding Committee - Jason Bonney, Committee Member
  - Finance & Operations Committee - Matt Castiglione, Committee Chair

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

**A Consent Agenda Items**

- 1 Minutes of Regular Board Meeting on May 22, 2023 and Special Board Meeting on June 5, 2023 and June 13, 2023 51
- B Consider Official Medina Valley High School Logo 60
- C Consider revisions to DC (Local) 61
- D Consider the Memorandum of Understanding with Bexar County Juvenile Board 62
- E 2022-2023 SHAC Report, Consider 2023-2024 SHAC Membership 80
- F Consider Budget Amendment 85
- G Consider purchase of a portable building for DAEP 88
- H Consider Technology Purchase 92

**VII. Closed Session**

- A Personnel Matters (TX Govt. Code Section 551.074)
- B Deliberation Regarding Real Property (TX Govt. Code Section 551.072)

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

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

**IX. Adjournment**

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



**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

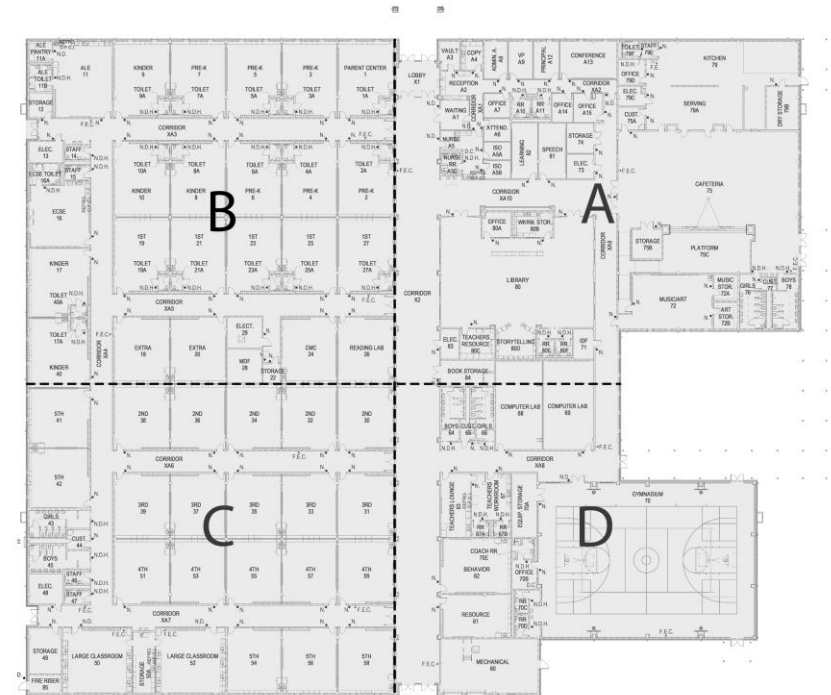
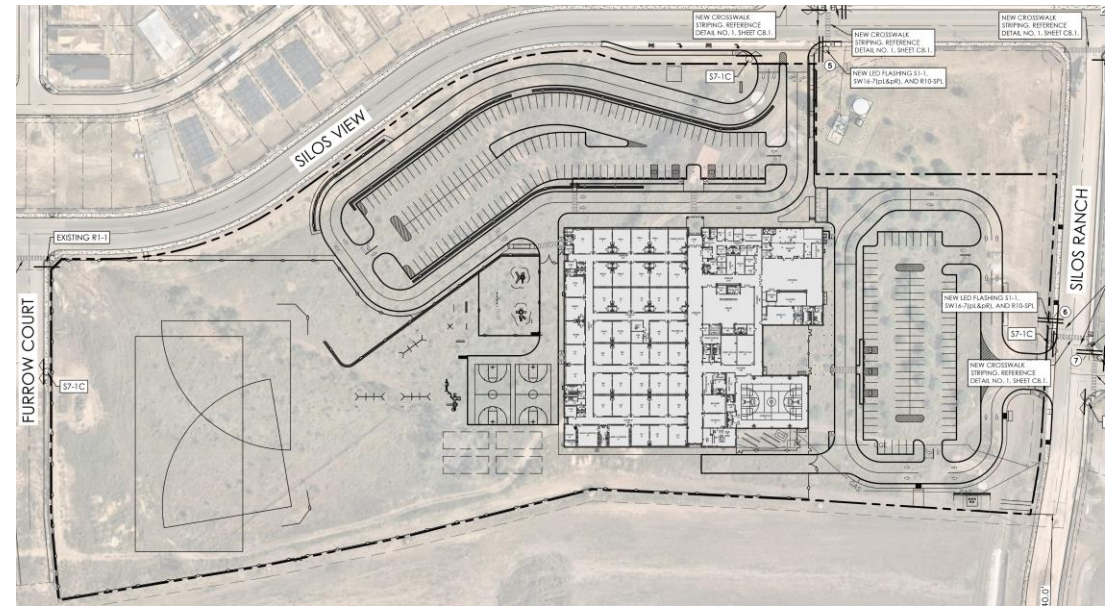
**Current Contract Sum:** \_\_\_\_\_ \$42,139,608.00

**Percentage of Work Complete:** \_\_\_\_\_ 43% - Pay Application No. 9

\$17,866,475 Total Stored/Completed

# **RECENT CONSTRUCTION ACTIVITY**

1. Project submittal process is ongoing
2. Site work on ongoing
  - Roof storm drains in progress
  - Site rough grading in progress
  - Storm sewer tie-in at Silos View complete
  - Retainer block installation complete
3. Area 'A' and Area 'B'
  - CMU exterior & interior walls in progress
  - Roof deck in progress
  - HVAC ductwork in progress
  - Plumbing and electrical conduits in progress
  - HM door frame installation ongoing
4. Area 'C'
  - Roof system ongoing
  - Insulation and Base Ply installed
  - Plumbing, and electrical rough-ins in progress
5. Area 'D'
  - Plumbing rough-ins in progress.
  - Electrical sleeves installation on going



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

1. Continue site work and rough grading
2. Continue storm drain downspout connections.
3. Continue roofing system in Area 'A' and 'B'
4. Continue MEP systems throughout
5. Continue installation of structural steel in high volume in Area 'A'



Medina Valley ISD - Silos Elementary School - Slideshows - June 6 2023 - Photo 1GPS Position: Lat. 29.363221 Long. -98.766303 Elev. 460.951996 meters ASL

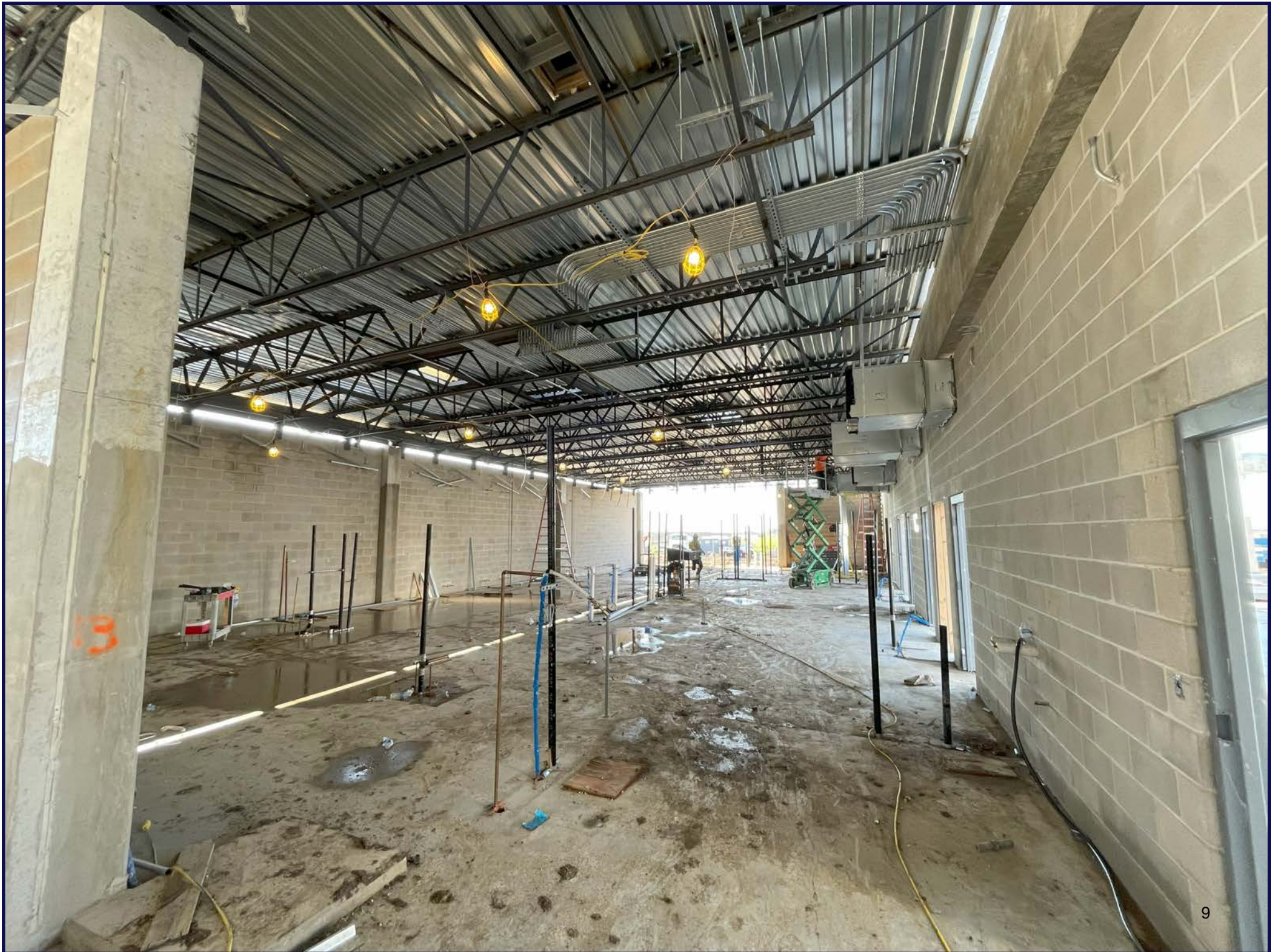


Medina Valley ISD - Silos Elementary School - Slideshows - June 6 2023 - Photo 1GPS Position: Lat. 29.365932 Long. -98.769781 Elev. 448.252014 meters ASL



Medina Valley ISD - Silos Elementary School - Rafael Barajas - June 13 2023





Medina Valley ISD - Silos Elementary School - Rafael Barajas - June 13 2023









Medina Valley ISD - Silos Elementary School - Rafael Barajas - June 13 2023









**MAY 2022-2023  
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

<b>ESTIMATED REVENUES</b>	<b>CURRENT BUDGET</b>	<b>YTD ACTUAL</b>	<b>BALANCE</b>
5700 - LOCAL REVENUES	\$36,648,303	\$35,439,532	\$1,208,771
5800 - STATE PROGRAM REVENUES	\$34,048,838	\$22,826,953	\$11,221,885
5900 - FEDERAL REVENUES	\$1,270,000	\$1,330,082	(\$60,082)
<b>TOTAL REVENUES</b>	<b>\$71,967,141</b>	<b>\$59,596,566</b>	<b>\$12,370,575</b>
<b>PROPOSED APPROPRIATIONS</b>			
11 - INSTRUCTION	\$40,512,818	\$30,061,437	\$10,451,381
12 - INST. RESOURCES & MEDIA SVCS	\$671,445	\$499,094	\$172,351
13 - CURRICULUM DEV.& INST.STF DEV	\$811,116	\$556,256	\$254,860
21 - INSTRUCTIONAL LEADERSHIP	\$1,078,778	\$794,273	\$284,505
23 - SCHOOL LEADERSHIP	\$3,580,870	\$2,682,815	\$898,055
31 - GUIDANCE & COUNSELING	\$2,757,641	\$1,980,143	\$777,498
32 - SOCIAL WORK SERVICES	\$565,242	\$405,621	\$159,621
33 - HEALTH SERVICES	\$827,463	\$629,793	\$197,670
34 - PUPIL TRANSPORTATION	\$4,774,757	\$3,947,315	\$827,442
35 - FOOD SERVICES	\$164,279	\$58,520	\$105,759
36 - COCURR./EXTRACURR.ACTIVITIES	\$2,192,392	\$1,524,294	\$668,098
41 - GENERAL ADMINISTRATION	\$2,384,578	\$1,757,665	\$626,913
51 - PLANT MAINTENANCE & OPERATIONS	\$7,070,137	\$5,174,801	\$1,895,336
52 - SECURITY & MONITORING SERVICES	\$906,767	\$397,119	\$509,648
53 - DATA PROCESSING SERVICES	\$1,768,389	\$1,433,128	\$335,261
61 - COMMUNITY SERVICES	\$19,987	\$12,158	\$7,829
71 - DEBT SERVICES	\$86,065	\$86,065	\$0
81 - FACILITIES ACQ. & CONSTRUCTION	\$1,269,417	\$604,563	\$664,854
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>\$52,989,673</b>	<b>\$18,977,468</b>

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

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

**MAY 2022-2023  
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

<b>ESTIMATED REVENUES</b>	<b>CURRENT BUDGET</b>	<b>YTD ACTUAL</b>	<b>BALANCE</b>
5700 - LOCAL REVENUES	\$1,500,152	\$1,552,434	(\$52,282)
5800 - STATE PROGRAM REVENUES	\$7,000	\$20,026	(\$13,026)
5900 - FEDERAL REVENUES	\$3,562,125	\$3,435,415	\$126,710
<b>TOTAL REVENUES</b>	<b>\$5,069,277</b>	<b>\$5,007,876</b>	<b>\$61,401</b>
<b>PROPOSED APPROPRIATIONS</b>			
35 - FOOD SERVICES	\$5,208,123	\$3,565,916	\$1,642,207
<b>TOTAL APPROPRIATIONS</b>	<b>\$5,208,123</b>	<b>\$3,565,916</b>	<b>\$1,642,207</b>

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

3 MONTH OPERATING CASH FLOW = \$ 1,302,031

**MAY 2022-2023  
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

<b>ESTIMATED REVENUES</b>	<b>CURRENT BUDGET</b>	<b>YTD ACTUAL</b>	<b>BALANCE</b>
5700 - LOCAL REVENUES	\$19,623,032	\$19,147,317	\$475,715
5800 - STATE PROGRAM REVENUES	\$0	\$576,215	(\$576,215)
<b>TOTAL REVENUES</b>	<b>\$19,623,032</b>	<b>\$19,723,532</b>	<b>(\$100,500)</b>
<b>PROPOSED APPROPRIATIONS</b>			
71 - DEBT SERVICES	\$19,510,553	\$10,626,173	\$8,884,380
<b>TOTAL APPROPRIATIONS</b>	<b>\$19,510,553</b>	<b>\$10,626,173</b>	<b>\$8,884,380</b>

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

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



# 2019 BOND PROGRAM REVIEW



# 2019 BOND PROGRAM RECAP

- Projects included in the 107 Million 2019 Bond Election:
  - Elementary #5 = Ladera Elementary (Completed)
  - Elementary #6 = Silos Elementary (Currently Under Construction)
  - MVHS Addition #2 = Completed
  - MVHS Additional Parking = Completed
  - Performing Arts Center Addition = Completed
  - Land Acquisition = Bippert (86 Acres), 471 (30 Acres) and Silos (20 Acres)



# 2019 BOND PROGRAM RECAP

- I. Bond Remaining Issuance = \$39,250,816
- II. Bond Remaining Encumbrances
  - I. Silos Elementary = \$27,316,307
  - II. Land Purchases = \$113,000
    - I. Total Encumbrances = \$27,429,307
- III. Bond Estimated Remaining Funds = \$11,821,509



# 2019 BOND PROGRAM RECAP

## I. Bond Interest Funds

I. Interest = \$588,274

I. 2019 Interest Earned = \$377,582

II. 2020 Interest Earned = \$314,450

III. 2021 Interest Earned = \$32,220

IV. 2022 Interest Earned = \$969,893

V. 2023 Interest Earned = \$938,050

I. Total Interest Earned = \$2,632,195

## II. Bond Interest Expenditures (2022-2023)

I. PAC Center Lighting System = \$159,934

II. Potranco Portables = \$ 316,400

III. Luckey Portables = \$261,490

IV. MVHS Restroom Portable = \$132,200

V. MVMS Traffic Improvements Survey = \$21,500

VI. LaCoste New Compressor = \$62,018

VII. MVHS HVAC Repairs = \$24,596

VIII. High School Arm Gates = \$20,400



## (LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; not shown in Word)

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue, bold font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

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**Note:** While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes make formatting changes appear tracked, even though the text remains the same.

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For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

<b>Contact:</b>	<b>School Districts and Education Service Centers</b>	<b>Community Colleges</b>
	<a href="mailto:policy.service@tasb.org">policy.service@tasb.org</a>	<a href="mailto:colleges@tasb.org">colleges@tasb.org</a>
	800.580.7529	800.580.1488

**Capitalization  
Threshold**

The capitalization threshold for purposes of classifying individual capital assets shall be ~~\$5,000~~\$5,000.

The Superintendent shall determine the capitalization threshold for a group of assets, the individual cost of which does not exceed the capitalization threshold above but for which the cost in the aggregate is significant.

~~SAFETY PROGRAM/RISK MANAGEMENT  
SECURITY PERSONNEL~~

~~CKE  
(LOCAL)~~

**School Resource  
Officers**

~~To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.~~

~~A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.~~

**Training**

~~All school resource officers shall receive at least the minimum amount of education and training required by law.~~

~~[See CKEC]~~

SECURITY PERSONNEL  
SCHOOL RESOURCE OFFICERS

CKEC  
(LOCAL)

To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.

All school resource officers shall receive at least the minimum amount of education and training required by law.

**Integrated Pest  
Management  
Program**

The District is committed to following integrated pest management (IPM) guidelines as required by Chapter 1951 of the Occupations Code and Title 4, Chapter 7 of the Administrative Code in all pest control activities that take place on District property.

Definition

IPM is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve the best control of pests. These tactics shall ~~possibly~~ include, but are not limited to, the judicious use of pesticides.

Standards

The District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities, including residential property primarily used as student housing.

IPM Coordinator

The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law and shall provide training to District employees, as necessary.

Application Time  
Frame

The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

No Unauthorized  
Application

If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law. No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a District facility, including residential property primarily used as student housing, without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.

INSURANCE AND ANNUITIES MANAGEMENT  
UNEMPLOYMENT INSURANCE

CRF  
(LOCAL)

**Reasonable  
Assurance**

The District shall issue letters of reasonable assurance, as appropriate, to employees in positions requiring less than 12 months of service whose services are anticipated to be needed at the beginning of the following school year. [See DCD and DCE]

FACILITIES CONSTRUCTION  
COMPETITIVE BIDDING

CVA  
(LOCAL)

**Specifications**

The Superintendent ~~or designee~~ shall ensure that detailed specifications are prepared for any construction project for which competitive bids are sought.

**Bid Process**

All bids shall be submitted in sealed envelopes, plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened at the time specified. All interested parties shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

**Safety Record**

If the District considers the safety record of bidders in determining to whom to award a contract, the safety record shall be defined as a bidder's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the bidder's insurance carrier, and a loss history covering all lines of insurance coverage carried by the bidder.

FACILITIES CONSTRUCTION  
COMPETITIVE SEALED PROPOSALS

CVB  
(LOCAL)

**Specifications**

The Superintendent ~~or designee~~ shall prepare a request for proposals for any construction project for which competitive sealed proposals are sought.

**Process**

All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposal and the time of the deadline for submission. Proposals shall be opened at the time specified. All offerors shall be invited to attend the proposal opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

Withdrawal and  
Late Proposals

Any proposal may be withdrawn prior to the scheduled time for opening. Proposals received after the specified time shall not be considered.

Proposal  
Acceptance

The District may reject any and all proposals.

**Safety Record**

If the safety record of offerors is considered in selecting a proposal, the record shall be defined as an offeror's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror.

COMPENSATION AND BENEFITS  
COMPENSATION PLAN

DEA  
(LOCAL)

	<p>The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA]- The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]</p>
<b>Pay Administration</b>	<p>The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The <del>Superintendent or designee shall classify</del> classification of each job title within the compensation plan shall be based on the qualifications, duties, and market value of the position.</p>
Annualized Salary	<p>The District shall pay all salaried employees over 12 months in equal monthly or <del>bimonthly</del> semi-monthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.</p>
Pay Increases	<p>The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. <del>The Superintendent or designee shall determine</del> Any pay adjustments for individual employees; shall be determined within the approved budget following established procedures.</p>
<del>Mid-Year</del> Midyear Pay Increases	<p>A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements].]</p>
Contract Employees	
Noncontract Employees	<p>The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The Superintendent shall report any such pay increases to the Board at the next regular meeting.</p>
<b>Pay During Closing</b>	<p>If the Board chooses to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, then that authorization shall be by resolution or other Board action and shall reflect the purpose served by the expenditure. [See EB for the authority to close schools].]</p>

ADMISSIONS

FD  
(LOCAL)

**Persons Age 21 and Over**

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

**Registration Forms**

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

Proof of Residency

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

**Minor Living Apart**

Person Standing in Parental Relation

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

Misconduct

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

Exceptions

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

Extracurricular Activities

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

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

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

The Superintendent shall have authority to approve or deny such admissions requests in accordance with this policy.

Substantial After-School Care

For the purpose of admission under this provision, a substantial amount of after-school care shall consist of at least six hours per school day for five days during the regular school week.

A student enrolled under this provision may continue in enrollment so long as the grandparent provides this level of care.

The Superintendent shall have authority to waive these requirements on the basis of a student's extenuating circumstances.

**"Accredited" Defined**

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

**Grade-Level Placement**

Accredited Schools

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

Nonaccredited Schools

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

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

**Transfer of Credit**

Accredited Texas Public Schools

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

Other Accredited or Nonaccredited Schools

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

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ~~determine transfer of~~ ensure credit, including proportionate

credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

**Withdrawal**

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

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

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**Note:** This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyber-bullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

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**Bullying Prohibited**

The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Examples

Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

**Minimum Standards**

In accordance with law, the Superintendent shall develop administrative procedures to ensure that minimum standards for bullying prevention are implemented.

**Retaliation**

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

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

**False Claim**

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

**Timely Reporting**

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

**Reporting Procedures**

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.

Employee Report	Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.
Report Format	A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.
Periodic Monitoring	The Superintendent shall periodically monitor the reported counts of bullying incidents, and that declines in the count may represent not only improvements in the campus culture because bullying declines but also declines in the campus culture because of a decline in openness to report incidents.
<b>Notice of Report</b>	When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.
<b>Prohibited Conduct</b>	The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.
<b>Investigation of Report</b>	The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.
<b>Concluding the Investigation</b>	<p>Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.</p> <p>The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.</p>
<b>Notice to Parents</b>	If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

<b>District Action</b>	
Bullying	If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.
<i>Discipline</i>	A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.  The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.
<i>Corrective Action</i>	Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.
<i>Transfers</i>	The principal or designee shall refer to FDB for transfer provisions.
<i>Counseling</i>	The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.
Improper Conduct	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.
<b>Confidentiality</b>	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.
<b>Appeal</b>	A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.
<b>Records Retention</b>	Retention of records shall be in accordance with CPC(LOCAL).
<b>Access to Policy and Procedures</b>	This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.

## Policy Update 121

CFB (LOCAL) – Add provision authorizing an employee to determine capitalization threshold for a group of assets.

CKE (LOCAL) – Recommended to be deleted

CLB (LOCAL) – Revise provision to include district-owned residential property as part of the district’s integrated pest management program.

CVA & CVB (LOCAL) – Revise provision to remove the reference to designee in this policy on construction contracts.

DEA (LOCAL) – replace the term “bimonthly” with “semi-monthly.”

FD (LOCAL) – Revise provision on proof of residency to provide greater flexibility to districts. Revise transition assistance provision on awarding credit to a student who is homeless or in substitute or foster care.

FFI (LOCAL) – Revise policy to address new TEA standards for bullying prevention.



**Medina Valley**  
INDEPENDENT SCHOOL DISTRICT

# Superintendent Briefing

June 19, 2023



San Antonio Area Personnel Administrators held a job fair for teachers, campus administrators and other professional positions at MVHS.

Our district along with 18 other area school districts and alternative certification programs participated. 42





Fifteen now retirees were honored at the MVISD Retiree and Wall of Fame Inductee Reception.

Altogether these long-time employees dedicated more than 215 years to our district.

### **Wall of Fame:**

- Rosario Pena** - 30 years of service
- Nadine Kempf** – 25 years of service to the district and 30 years in education

The Curriculum Design Team, a group of 74 MVISD educators, gathered early this summer to start preparing for the upcoming school year.

They analyzed and unpacked priority TEKS.



MVHS coaches held the Future Panther Football Camp, which included obstacle courses, relay races and more activities.

More sports camps will be held throughout the summer.





The thriving MVHS automotive program was featured on KSAT 12. Our automotive students are receiving hands-on experience, and they are graduating with valuable skills they could use in the industry.



MVHS junior Manny Ramirez was selected as the recipient of the 2023 Student Heroes Award for State Board of Education District 1.

He is one of only 15 students selected statewide who received this prestigious award for his acts of charity and selfless service.



## **Legislative update**

# District Enrollment

	5/27/22	05/25/23
Castroville Elementary	616	646
LaCoste Elementary	660	771
Ladera Elementary	659	778
Luckey Ranch Elementary	750	892
Potranco Elementary	783	899
Medina Valley Middle School	916	1,051
Loma Alta Middle School	760	801
Medina Valley High School	1,921	2,113
<b><u>District-Wide</u></b>	<b>7,065</b>	<b>7,951</b>

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

Board Minutes

May 22, 2023, 6:30 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 7800

A **Regular Board Meeting** of the Board of Trustees was held Monday, May 22, 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, Matt Castiglione, Jennilea Campbell, Jason Bonney, Veronica Cavazos, Nathan Fillinger, Blane Nash, 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.

**II. Student/Staff Recognition**

**A Star Students –**

Potranco Elementary

Ladera Elementary

**B Above & Beyond Service Staff Recognition –**

Potranco Elementary

Ladera Elementary

Literary Criticism Team @UIL Academics State Competition in Austin:

Isabella Sanchez - 5<sup>th</sup> in 5A

Team- Isabella Sanchez, Aiden Fish, Carissa Ceasor and Sarah Christie – 2<sup>nd</sup> in 5A

The Board took a short break.

**III. Public Comment - none**

**IV. Announcements/Communications/Presentations**

**A Construction Update, presented by Rafael Barajas**

**B Financial Briefing, presented by JC Zamora**

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

**D Board Committee Reports**

- Finance & Operations Committee, presented by Committee Chair Matt Castiglione

**E Discussion of possible Bell Schedule changes, presented by Dr. Caloss**

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

Board Minutes

May 22, 2023, 6:30 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 7800

**V. Discussion and Possible Action Items**

**A Consent Agenda Items**

- 1 Minutes of Regular Board Meeting on April 24, 2023 and Special Meeting on May 15, 2023

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

**B Consider the Bond Counsel Engagement Agreement**

Matt Castiglione made a Motion, seconded by Veronica Cavazos, approve the Bond Counsel Engagement Agreement as presented. All of the Board Members voted for and the Motion passed.

- 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

Jennilea Campbell made a Motion, seconded by Matt Castiglione, to approve the District's Bond Order as presented, in the amount of \$ 376 million. All of the Board Members voted for and the Motion passed.

**D Budget Amendment**

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

- E Consider District Construction Consultant Agreement and purchase of services not to exceed \$56,000

Matt Castiglione made a Motion, seconded by Jason Bonney, to give the Superintendent the authority to negotiate and execute the construction consultant agreement for services not to exceed \$52, 000. All of the Board Members voted for and the Motion passed.

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

Board Minutes

May 22, 2023, 6:30 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 7800

- F Consider the purchase of campus classroom furniture for the 2023-2024 school year

Matt Castiglione made a Motion, seconded by Nathan Fillinger, to select Indeco for the purchase of campus classroom furniture for the 2023-2024 school year as presented. All of the Board Members voted for and the Motion passed.

- G Consider purchase of campus cafeteria furniture for the 2023-2024 school year

Blane Nash made a Motion, seconded by Jason Fillinger, to select Edu-Source Corp. for the purchase of campus cafeteria furniture for the 2023-2024 school year as presented. All of the Board Members voted for and the Motion passed.

- H Consider Technology Purchases

Jennilea Campbell made a Motion, seconded by Nathan Fillinger, to select Intech Southwest for the Technology purchases as presented. All of the Board Members voted for and the Motion passed.

- I Consider lease for district copy machines

Jason Bonney made a Motion, seconded by Veronica Cavazos, to approve a lease with CTWP to provide the District with copy machines. All of the Board Members voted for and the Motion passed.

- 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.

Matt Castiglione made a Motion, seconded by Veronica Cavazos to select O'Connell Robertson, based on their demonstrated competence and qualifications to provide design and construction administration services as the lead Architect in connection with the Ag/JROTC Building project; and authorize the Superintendent to negotiate a contract with O'Connell Robertson in a form approved by counsel for the District for a fair and reasonable price in accordance with Texas Government Code Section 2254.004(b). All of the Board Members voted for and the Motion passed.

- K Consider Procurement Method for the Medina Valley Middle School Traffic Improvements

Nathan Fillinger made a Motion, seconded by Jason Bonney, to approve the Competitive Sealed Proposal procurement method for the Medina Valley Middle School Traffic Improvement; and delegate authority to the Superintendent to proceed with procurement.

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

Board Minutes

May 22, 2023, 6:30 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 7800

- 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.

Jennilea Campbell made a Motion, seconded by Jason Bonney, to select MRT based on their demonstrated competence and qualifications to provide design and construction administration services as the lead Engineer in connection with the Medina Valley Middle School Traffic Improvements project; and authorize the Superintendent to negotiate a contract with MTR in a form approved by counsel for the District for a fair and reasonable price in accordance with Texas Government Code Section 2254.004(b). All of the Board Members voted for and the Motion passed.

- M Consider the selection of District Financial Auditors and delegate authority to the Superintendent to negotiate and execute the final contract.

Veronica Cavazos made a Motion, seconded by Nathan Fillinger, to select Abip to provide the District with Financial Auditing services; and authorize the Superintendent to negotiate and execute the final contract. All of the Board Members voted for and the Motion passed.

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, TX Govt. Code Section 551.072 Deliberation Regarding Real Property, and TX Govt. Code 551.071 Consultation with Attorney, the Board of Trustees will convene into a closed meeting now at 9:15 pm. All voting or action will take place when the Board and Superintendent reconvene in the open meeting.

**VI. Closed Session**

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

Board President Beth Zinsmeyer announced that the Board would reconvene into Open Session on May 22, 2023 at 10:55 pm.

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

Board Minutes

May 22, 2023, 6:30 PM

MVISD Board Room, 8449 FM 471 S., Castroville, TX 7800

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

**A Consider professional contract recommendations**

Matt Castiglione made a Motion, seconded by Veronica Cavazos, to approve the professional contract recommendations for 2023-2024 school by the Superintendent as presented. All of the Board Members voted for and the Motion passed.

Congratulations to the following new hires:

- Erica Lopez, Castroville Elementary Principal
- Analise Velasco, Ladera Teacher
- Haley Day, MVMS Teacher
- Clarissa Dovalina, Bilingual/ESL Coordinator
- Crystel Viana, Loma Alta Teacher

**B Consider the Restructuring of the Finance Manager, Health Coordinator, and Behavior Specialist positions**

Veronica Cavazos made a Motion, seconded by Jennilea Campbell, approve the restructuring of positions as presented. All of the Board Members voted for and the Motion passed.

**C Consider Additional Duty Rates**

Veronica Cavazos made a Motion, seconded by Nathan Fillinger, to approve the additional Duty Rates as presented. All of the Board Members voted for and the Motion passed.

**D Consideration of future meeting dates**

Special Meeting/Budget Workshop – June 5, 2023 at 5:30 pm in the Board Room.  
Regular Board Meeting – June 19, 2023 at 6:30 pm.

**VIII. Adjournment**

Veronica Cavazos made a Motion, seconded by Jason Bonney, to adjourn the Regular Board Meeting at 10:59 pm on May 22, 2023. All of the Board Members voted for and the Motion passed.

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

\_\_\_\_\_  
Matt Castiglione, Board Vice President

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

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

Board Minutes

June 5, 2023, 6:00 PM

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

A **Special Board Meeting** of the Board of Trustees was held Monday, June 5, 2023, beginning at 6:00 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 6:00 pm. A quorum of the Board Members were present, Matt Castiglione, Jennilea Campbell, Jason Bonney, Veronica Cavazos, Nathan Fillinger, Blane Nash, 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.

**II. Public Comment - none**

**III. Closed Session**

The Board President, Beth Zinsmeyer 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 Section 551.072 Deliberation Regarding Real Property, the Board of Trustees would convene into a closed meeting at 6:01 pm. All voting or action will take place when the Board and Superintendent reconvene in the open meeting.

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

- deliberation regarding professional contracts
- deliberation regarding the duties and responsibilities of a public officer

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

Board President Beth Zinsmeyer announced that the Board would reconvene into Open Session on June 5, 2023 at 6:42 pm.

**IV. Discussion and Possible Action Items**

**A Consider professional contract recommendations**

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

Congratulations to the following new hires:

- Samantha Reyes, Ladera Teacher
- Christina Tristan, MVHS Teacher
- Diana Arevalo, MVHS Teacher

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

Board Minutes

June 5, 2023, 6:00 PM

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

- JoLynn Creel, MVHS/Loma Alta Assistant Choir Director
- Anna-Kate Reed, Occupational Therapist
- Meredith Ladwig, LSSP
- Deidamia McCulloch, Castroville Teacher
- Allen Leddy, Luckey Ranch Elementary Teacher
- Melissa Ward, Luckey Ranch Elementary Teacher
- Pamela Davis, Potranco Elementary Teacher
- Clarissa O'Brien, Potranco Elementary Teacher
- Shari Stettner, Potranco Elementary Teacher
- Jenny Bowman, Potranco Elementary Teacher
- Angela Grivich, Potranco Elementary Counselor
- Jeffrey Smith, Loma Alta Teacher
- Trisha Garcia, MVHS Teacher
- Jay Battles, CTE Director
- Dawn Bluhm, SLP

**V. Board Workshop**

- A 2022-2023 Budget Presentation
- B 2023-2024 Budget Presentation
- C Compensation Plan Review
- D 2019 Bond Program Review
- E Future Bond Committee
- F Bell Schedule

**VI. Adjournment**

Jennilea Campbell made a Motion, seconded by Jason Bonney, to adjourn the Special Board Meeting at 9:45 pm on June 5, 2023. All of the Board Members voted for and the Motion passed.

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

\_\_\_\_\_  
Matt Castiglione, Board Vice President

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

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

Board Minutes

June 13, 2023, 8:00 AM

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

A **Special Board Meeting** of the Board of Trustees was held Tuesday, June 13, 2023, beginning at 8:00 AM 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 8:00 am. A quorum of the Board Members were present, Matt Castiglione, Jason Bonney, Nathan Fillinger, Blane Nash, and Beth Zinsmeyer.

Jennilea Campbell and Veronica Cavazos were absent.

**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. Public Comment - none**

**III. Closed Session**

Board President, Beth Zinsmeyer announced that in accordance with the Texas Open Meetings Act, under the exceptions noted in TX Govt. Code Section 551.074 Personnel Matters, the Board of Trustees convened into closed session at 8:01 am. All voting or action will take place when the Board reconvenes in the open session.

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

Board President Beth Zinsmeyer announced that the Board would reconvene into Open Session on June 13, 2023 at 8:16 am.

**IV. Discussion and Possible Action Items**

**A Consider professional contract recommendations**

Matt Castiglione made a Motion, seconded by Jason Bonney, to approve the professional contract recommendations for 2023-2024 school by the Superintendent as presented. All of the Board Members voted for and the Motion passed.

Congratulations to the following new hires:

- Crista Buckaloo, LaCoste Counselor
- Christin Perez, Ladera Teacher

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

Board Minutes

June 13, 2023, 8:00 AM

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

- Lisette Hernandez, Potranco Teacher
- Dwight McKnight, MVMS Vice Principal
- David Cooper, MVHS Teacher
- Emma Ray, MVHS Teacher
- Sonia Espinoza, SLP
- Jennifer Garcia, Director of Finance & Budget

**V. Adjournment**

Matt Castiglione made a Motion, seconded by Nathan Fillinger, to adjourn the Regular Board Meeting at 8:19 am on June 13, 2023. All of the Board Members voted for and the Motion passed.

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

\_\_\_\_\_  
Matt Castiglione, Board Vice President

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



**MEDINA VALLEY**  
HIGH SCHOOL



**MEDINA VALLEY**  
HIGH SCHOOL

### PROPOSED REVISIONS

#### Personnel Duties

The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

#### Posting Vacancies

The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.

#### Applications

All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.

[For information related to the evaluation of criminal history records, see DBAA.]

#### Employment of Contractual Personnel

The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel.

The Board retains final authority for employment of contractual personnel in positions classified as principal and above. The Board delegates to the Superintendent final authority to employ contractual personnel in positions below the level of principal. The Superintendent shall inform the Board of any persons hired under this authority.

[See DCA, DCB, DCC, and DCE as appropriate]

#### Employment of Noncontractual Personnel

The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]

#### Employment Assistance Prohibited

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]



**2023-2024 MEMORANDUM OF UNDERSTANDING**

**BEXAR COUNTY JUVENILE BOARD  
AND  
INDEPENDENT SCHOOL DISTRICT**

**I. PARTIES**

This Memorandum of Understanding (MOU) is entered into by and between the Bexar County Juvenile Board (Juvenile Board), a political subdivision of the State of Texas, and the Independent School District (School District), a political subdivision of the State of Texas, agreeing to and executing this MOU. It establishes roles and responsibilities relating to the Bexar County Juvenile Justice Alternative Education Program (JJAEP). This MOU is required by the Texas Education Code (TEC), and is in compliance with the requirements set out in Grant P of the Texas Juvenile Justice Department funding contract with the Juvenile Board. All referenced attachments are incorporated into the MOU as if fully set forth herein.

**II. STUDENT ELIGIBILITY**

Students will be assigned to the Bexar County JJAEP at the Bexar County Juvenile Justice Academy (JJA) only as set forth by the provisions of this MOU.

- A. Factors Considered Prior to Expulsion. Pursuant to the TEC, the School District’s Student Code of Conduct must specify that consideration will be given, as a factor in each decision concerning placement in JJA, regardless of whether the expulsion is discretionary or mandatory, to:
  - 1. Self-defense;
  - 2. Intent or lack of intent at the time the student engaged in the conduct;
  - 3. A student’s disciplinary history;
  - 4. A disability that substantially impairs the student’s capacity to appreciate the wrongfulness of the student’s conduct;
  - 5. A student’s status in the conservatorship of the Department of Family and Protective Services; or
  - 6. A student’s status as a student who is homeless.
  
- B. Discretionary Expulsions. Students may be assigned to the JJA when they have been expelled from the School District for committing one of the offenses deemed to be a discretionary expulsion or placement by the TEC.
  
- C. Mandatory Expulsion. Students shall be assigned to the JJA when they have been expelled from the School District for committing one of the offenses deemed to require a mandatory expulsion under the TEC.

- D. Prerequisites. For a student to remain designated as a Mandatory Expulsion, all of the following requirements must be met:
- a. Offense Report. The School District must have an offense report prepared by a law enforcement agency for the alleged incident upon which the expulsion is based.
  - b. Filing the Offense Report. The offense or investigative report must be filed by the School District with the JJA, the Juvenile Probation Department and the District Attorney's Office. Until the offense report is filed, the student will not be designated a Mandatory Expulsion, and the Juvenile Board may bill the School District for that student at the Discretionary Expulsion rate.
- E. Additional Information. If the law enforcement agency report or complaint does not describe conduct that rises to the level of a Mandatory Expulsion offense, the JJA Administrator may require the School District to provide additional information to support the designation of Mandatory Expulsion.
- F. Reclassification. In the event a student fails to qualify as a Mandatory Expulsion, that student will be classified as a Discretionary Expulsion, and the School District will be billed for the student at the Discretionary Expulsion rate from the date of enrollment. The JJA will advise the Bexar County Auditor's Office of the student's correct status so that the status is accurately reflected in the School District's bill.
- G. Waiver. If a student fails to meet Texas Juvenile Justice Department (TJJD) eligibility requirements for funding as a Mandatory Expulsion, the School District may request a waiver. A written waiver request must be directed to the JJA Administrator. The waiver request must:
- a. State the reason the student was expelled from the home campus;
  - b. State the reason the student does not meet the TJJD funding eligibility requirements;
  - c. Be filed with the JJA Administrator on the form set forth in **Attachment A**; and
  - d. Be filed within ten (10) business days of the date the School District is made aware of the ineligibility as a Mandatory Expulsion. The JJA Administrator may deny untimely waiver requests.
- H. Eligibility Determination. The JJA Administrator will forward the School District's written request to TJJD and advise the School District if the waiver request is granted or denied by TJJD. The Juvenile Board will bill the School District for that student at the Discretionary Expulsion rate until notified by TJJD that the student is deemed eligible to receive TJJD funding under the Mandatory Expulsion category.
- I. Court-ordered Placements. Students may be placed in the JJA by a Court when they have been adjudicated for delinquent conduct or conduct indicating a need for supervision. The School District will not be responsible for payment for these students unless they have been expelled by the School District; however, the School District is responsible for providing special education services, as articulated in the students' Individualized Education Programs (IEPs)/ Individualized Accommodation Plan (IAPs) and/or Behavior Intervention Plan (BIPs) when such services are not provided by the JJA.

- J. Registered Sex Offenders. Students who are publicly registered sex offenders and residents of Bexar County may be placed by the school district in the JJA as provided in the TEC and in accordance with the conditions set out in Section III.B.4 of this MOU. Only students who are Bexar County residents may be placed in the JJA under this provision.
- K. Maximum Capacity Rules. Based on student instructional capacity and safety and security issues, the Juvenile Board has set a maximum student enrollment of 250 students at the JJA (Maximum Capacity). If student enrollment reaches 200, the following rules will apply:
1. JJA Administrator will notify the School District of current enrollment, allocation of spaces, and number of out-of-county students. The School District will be allocated a total number of non-Mandatory Expulsion spaces for Bexar County residents (to include all categories of Discretionary Expulsions and placements) commensurate with that district's percent of Bexar County's total student population in grades 5 – 12. These population figures will be extracted from the prior year's Public Education Information Management Systems (PEIMS) enrollment (snapshot) figures.
  2. When the School District has reached its allocated number of spaces, it must withdraw a student in order to enroll a new student if the district would otherwise exceed the assigned number of discretionary spaces.
  3. The School District may negotiate directly with other districts for unused spaces. The maximum enrollment may be re-defined from time to time as deemed appropriate by the JJA. Notification of these space arrangements between districts will be communicated in writing to the JJA Administrator prior to the assignment of the student. Cancellation or modification of these agreed spaces will be the responsibility of the participating school districts; however the maximum total space assignments cannot be exceeded.
- L. Maximum Capacity Procedure. Once Maximum Capacity is reached, the following procedures will apply:
1. All students at the JJA who are out-of-county residents shall be returned to the sending school district.
  2. The JJA Administrator will determine at the end of each month, based on projected withdrawals and enrollments, whether to continue the excess Maximum Capacity procedure.
- M. Out-of-County Students. This MOU applies only to students who are Bexar County residents, except as provided in this section. An expelled student who resides in a county other than Bexar, or who resides in Bexar County but attends a school in a district outside Bexar County, may attend the JJA only under the following conditions:
1. Eligibility for placement at the JJA is subject to the Maximum Capacity procedures described above.
  2. The School District shall pay the applicable Discretionary Expulsion rate in accordance with section VII.B or VII.C of this MOU, unless the student is a Mandatory Expulsion and eligible for TJJD funding.

3. In order for a Mandatory Expulsion student to be eligible for TJJD funding,
    - a. The respective School District and the Juvenile Board for the county where the student resides must have signed this MOU, and a copy of the MOU must have been provided to TJJD; and
    - b. JJA must obtain written approval from TJJD for funding of the particular student, using the Out-of-County Form, TJJD-JJAEP-005.
  4. TJJD funding is only available for 90 actual attendance days for out-of-county students attending the JJA. After 90 days, the School District is responsible for payment at the applicable Discretionary Expulsion rate in accordance with section VII.B or VII.C.
  5. In order to manage JJA student population within the Maximum Capacity, JJA will prioritize admission to students who are Bexar County residents. No provision of this MOU creates an entitlement for any out-of-county student to attend JJA.
  6. This MOU complies with TJJD's JJAEP Grant guidelines regarding students from counties other than Bexar.
- N. Adult Students. A student who is 17 years or older (Adult Student) is not eligible for juvenile probation services unless the student was on juvenile probation at the time of enrollment. In the event an Adult Student does not meet the JJA program behavior expectations as determined by the JJA Administrator, the student shall be returned to the School District for disposition.

### **III. STUDENT PLACEMENT**

- A. Intake. Upon expulsion or decision on placement, the School District must contact the JJA for a time and date for an intake interview. The School District must also inform the JJA of the reason for expulsion or placement, term (i.e., number of days) and whether the student has been identified as requiring special education services and/or native language instruction. The time, date and place of the intake at the JJA shall be included in the notice of expulsion sent to the student as well as in the notice of expulsion form provided to the JJA Administrator and the Bexar County Juvenile Probation Department. If the student is a juvenile, the School District shall notify parents in writing that their child will be referred to the Bexar County Juvenile Probation Department and be assigned a probation officer.
- B. Term of Assignment to the JJA. The expulsion or placement order by the School District shall specify the number of days or term of the expulsion or placement. For the purpose of this MOU, 180 enrolled instructional days is a year (Year) and the following term rules shall apply:
  1. Mandatory Expulsions. A student's original term of expulsion for a mandatory offense may not exceed one calendar year. A student's total assignment to the JJA for a Mandatory Expulsion may not exceed a Year. An exception may be granted for the expulsion of a student who brings a firearm to school. A student expelled from the student's regular campus for a period of one calendar year in accordance with federal law may be assigned to the JJA for a calendar year.
  2. Discretionary Expulsions and Placements. In no event will a student be assigned to the JJA for more than one Year for a Discretionary Expulsion, or for a placement of student due to a

Title 5 felony offense, involvement in sexual assault, or registration as a sex offender. The one Year maximum term of assignment is cumulative, whether or not it is continuous and whether or not imposed by different school districts. For example, a student may be expelled to the JJA for a Title 5 felony offense for a maximum of one Year, regardless of which subsection of TEC may be employed for expulsion or, in the event of change in school districts, which school district initiates the expulsion. Also, the maximum cumulative term of placement at the JJA of a student who is a registered sex offender is one Year total, regardless of which school districts may have assigned the student to the JJA.

3. Title 5 Felony Offenses. A student who is assigned to the JJA due to a Title 5 felony offense shall be returned to the sending School District upon the first of these events to occur:
  - a. The charges are dismissed or reduced to a misdemeanor offense;
  - b. The student is acquitted;
  - c. The student completes the term of placement;
  - d. The student is assigned to another program;
  - e. The student's assignment to the JJA reaches 180 enrolled instructional days; or
  - f. The student graduates from high school.
  
4. Registered Sex Offenders. Initial placement of a registered sex offender to the JJA is to be for at least 90 enrolled instructional days (Semester) for an offender on probation, and may be up to one Semester for an offender not on probation. Placement must be reviewed at the end of the first Semester of placement. A registered sex offender placed at the JJA whose residence is outside Bexar County will be immediately returned to the sending district. If it is determined by the committee convened by the School District that a registered sex offender assigned to the JJA should remain in alternative placement, then when that student's term at the JJA reaches one Year, that student will be returned to the School District.
  
5. Student Releases. The JJA staff may recommend expulsion term extensions for students who do not satisfactorily complete the JJA program. The final determination to extend a student's expulsion term is that of the home School District. A student's assignment to the JJA shall terminate at the earliest of one of the following dates:
  - a. Successful completion of the expulsion term;
  - b. One of the seven "Exit Reasons" described in Texas Juvenile Justice Department regulations:
    - 1) Completed program / returned to home school while on probation.
    - 2) Completed program/ term of probation expired.
    - 3) Completed program/ term of placement expired.
    - 4) GED completion.
    - 5) Graduated.
    - 6) Left program incomplete.
    - 7) Other – left program for non-delinquency reason such as moved, death, or medical reason.
  - c. For a student placed at the JJA for a Title 5 felony offense, any event described above in paragraph III.B.3; or
  - d. The student's assignment to the JJA reaches 180 enrolled instructional days.

#### **IV. SPECIAL EDUCATION**

- A. Students with Disabilities. For students who commit an offense and have been identified by the School District as having a disability the following procedures apply:
1. The student may be expelled from the School District only after a duly constituted Admission, Review and Dismissal (ARD)/Section 504 Manifestation Determination Review (“MDR”) meeting. The requirement to have a MDR does not apply only if the student:
    - a. Has been identified by the School District as having a disability under Section 504;
    - b. Was referred the BCJJA for an offense that pertains to the use or possession of illegal drugs or alcohol; and
    - c. The student is currently engaging in the illegal use of drugs or in the use of alcohol.
  2. A student that is eligible for services from the district’s special education department or under Section 504 may be expelled only if the ARD/Section 504 committee determines that the alleged offense is not a direct and substantial manifestation of the student's disability or a failure to deliver the program of services and supports in accordance with applicable state and federal laws.
  3. School District must invite the administrator of the JJA or the administrator's designee to an ARD committee meeting convened to discuss the expulsion of a special education student. School District must provide written notice of the meeting at least five (5) school days before the meeting or a shorter timeframe agreed to by the student's parents. A copy of the student's current IEP must be provided to the JJA representative with the notice.
  4. If the JJA Administrator or designee is unable to attend the ARD/Section 504 committee meeting, the JJA representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls. The JJA representative may participate in the meeting to the extent that the meeting relates to the student’s placement in the JJA and implementation of the IEP/IAP and/or BIP in the JJA.
  5. Students with disabilities assigned to the JJA will be provided educational services as determined by the ARD/Section 504 committee, and articulated in the IEP/IAP and/or BIP, such that the student receives a free and appropriate public education as defined by federal and state laws, and as further provided herein. The IEP/IAP and/or BIP must delineate the projected date for the beginning of services, personnel who will provide direct and/or related services, the anticipated frequency, location and duration of services, and accommodations or modifications for the term of the student's tenure at the JJA.
  6. Ultimately, the School District is responsible to ensure that appropriate programs and services, as articulated in a student’s IEP/IAP and/or BIP, are provided at the JJA continuously and without disruption. The Juvenile Board is not responsible for the provision of special education services. All related services articulated in students’ IEP/IAPs must be provided by the School District with the exception of counseling. Related services include speech therapy, occupational therapy, physical therapy, special transportation, in-home/parent training, and sign language interpreters. Counseling services available at the JJA are provided by Communities in Schools - San Antonio. The JJA will have special education services and personnel as a portion of the normal operation of the JJA. The JJA will provide a copy of each special education student's schedule within five (5) school days of a School District's request.

7. If after a special education student is placed at the JJA the JJA Administrator provides written notice to the school district of specific concerns that the student's educational or behavioral needs cannot be met in the JJA, an ARD committee meeting must be convened to reconsider placement of the student in the JJA. School District must invite the JJA administrator or the administrator's designee to the meeting and must provide written notice of the meeting at least five (5) school days before the meeting or a shorter timeframe agreed to by the student's parents. If the JJA representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means, including conference telephone calls. The JJA representative may participate in the meeting to the extent that the meeting relates to the student's continued placement in the JJA.
- B. Students with Suspected Disabilities. If a student assigned to the JJA is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, the following procedures apply:
1. The School District's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary.
  2. The JJA staff will assist with the completion of the necessary referral documents. Any student determined to qualify for services and protection under IDEIA or Section 504, shall be afforded all lawfully required services and protections by the School District to the extent that the JJA cannot provide the service and the School District is notified of the need to provide the service.
- C. English as a Second Language (ESL)/Bilingual Students. If a student has been identified as a second language learner, whether general or special education, the following procedures apply:
1. School District must obtain appropriate documentation from the Language Proficiency Assessment Committee (LPAC) relative to the following:
    - a. The student's dominant oral and written language;
    - b. The student's level of oral and written language proficiency; and
    - c. Type, level, frequency and duration of instruction and/or support services.
  2. The School District may provide, upon availability, training to JJA personnel to facilitate accommodations necessary for English Language Learners.
  3. The JJA will provide direct instruction by a certified Bilingual/ESL teacher.
- D. Change of Residence. Students receiving special education or Section 504 services prior to their expulsion and who change residence to another school district served by the JJA will continue to be the responsibility of the sending School District until the student has completed the JJA assignment and/or enrolled in the new School District.
- E. Accountability. Accountability for students placed at the JJA shall remain with the student's school district of residence. The eligibility folder will stay with the expelling School District and a working folder will be sent to the JJA prior to the intake appointment.

- F. Addressing Concerns. After placement of a student in the JJA, if the JJA has concerns that the student's educational or behavioral needs cannot be met in the JJA program, the JJA shall provide written notice of the specific concerns to the School District. The School District will conduct an ARD/Section 504 committee meeting to reconsider the placement of the student into the JJA and to avoid disruption of services and/or an improper placement. The School District is responsible for providing notice to the JJA and to the parent of the ARD/Section 504 committee meeting in compliance with federal and state law and advising them of the specified time and location of the ARD/Section 504 committee meeting. Whenever possible, the ARD/Section 504 committee meetings for students enrolled at the JJA should be held at the JJA site and scheduled at a time that enables the home campus representative to be present. If the home campus representative is unable to attend the ARD/Section 504 committee meeting in person, alternate means of communication shall be made available so that the home campus representative may participate in the meeting.
- G. Notices. The notices required in this Article IV must be provided in the native language of the parent or mode of communication used by the parent, in compliance with federal law. The term 'native language' when used with reference to an individual of limited English proficiency, means the language used by the individual, or in the case of the child, the language normally used by the parents of the child.

## V. RECORDS

- A. 24 Hours. The School District shall report any expulsion notice within 24 hours (not to include weekends or school holidays) after the expulsion hearing to:
1. The JJA Administrator; and
  2. The Bexar County Juvenile Probation Department (or the respective juvenile probation department in which the student resides if other than Bexar County).
- B. Expulsion Notice and Order. The School District shall record the expulsion on the form set forth in **Attachment B**, marking the box for the specified offense, describing the offense with sufficient detail to properly assess that it is an expellable offense, and submitting the form to the JJA. The School District shall also provide the JJA with a copy of the Expulsion order.
- C. Referral. The School District must refer all Mandatory Expulsions to the District Attorney's Office and the Bexar County Juvenile Probation Department. In addition, the School District shall, on a timely basis, provide to the Juvenile Probation office or the Juvenile section of the District Attorney's office as appropriate, all other referral information required by the Texas Family Code. The School District shall provide the JJA the necessary verification of submission of referrals to all necessary agencies.
- D. Police Reports. In a Mandatory Expulsion, the School District must also provide JJA with a copy of the police report. The School District shall provide the Juvenile Board with the necessary verification of submission of the police report(s) to all necessary agencies.
- E. Title 5 Felony Offenses. In a Discretionary Expulsion of a student for a Title 5 felony offense under TEC, the School District must provide police reports, court orders, or juvenile probation

department documents sufficient to establish eligibility for assignment to the JJA under that provision.

- F. Students Involved in Sexual Assault. In placing a student pursuant to the statute providing for transfer of students involved in sexual assault, the School District must provide documents sufficient to establish eligibility for assignment to the JJA under that provision.
- G. Registered Sex Offenders. In placing a student identified as a registered sex offender under TEC Chapter 37 Subchapter I, the School District must provide documents sufficient to establish eligibility for assignment to the JJA under that provision.
- H. Student Records. The School District must forward copies of the following records to the JJA for each student:
  - 1. Special education records, to include:
    - a. The most recent ARD/IEP/IAP/BIP manifestation determination review;
    - b. The most recent comprehensive individual assessment that documents eligibility for special education services and the list of modifications and/or complementary aids conducive to advancement towards annual and short-term goals and objectives; and
    - c. Recommendations for the current year's assessment.
  - 2. State standardized test information;
  - 3. The student's academic achievement records (e.g. report card);
  - 4. The student's Home Language Survey and all Language Proficiency Assessment Committee documentation;
  - 5. The student's immunization records; and
  - 6. Information regarding the student's National School Lunch Program status.
- I. Time Due. A student's records must be provided to the JJA by the School District on or before the date of the intake interview.
- J. Enrollment Notification. A student's enrollment record form/notification to include the student's date of enrollment at JJA must be sent to the home School District by JJA within 24 hours (not to include weekends or school holidays) of the student's enrollment date.
- K. Change of Residence. JJA will inform both School Districts, as appropriate, of a student's change of residency based on a review of appropriate proof of residency documents, and will provide the new School District with said proof of residency documents within 48 hours (not to include weekends or school holidays) of informing of change of residence. The student shall continue to be enrolled with the expelling School District if either the expelling or new School District wishes to continue the term of expulsion. Each School District and JJA will continue to be responsible for compliance with the current provisions of this MOU.

- L. Grades. The JJA will submit to the School District the grades for all students' academic work and/or completion of courses while enrolled at the JJA. The School District will make the final determination as to a student's promotion or retention, award of credits, and graduation.

## **VI. ADMINISTRATION OF STATE-MANDATED ASSESSMENTS**

- A. Responsibilities. All state-required standardized tests will be administered to students enrolled at the JJA. The following responsibilities are assigned for administration of the tests:
1. Test Coordinator. JJA will have a trained and sworn Testing Coordinator who will serve as the point of contact with the School Districts for the administration of state-required standardized tests to students enrolled at the JJA. Each year, the JJA will provide all School Districts with the Testing Coordinator's name and contact information.
  2. List of Students. JJA staff will provide the School District with a list of all students from that district enrolled at the JJA at least ten (10) school days prior to the date of administration of state-required standardized tests.
  3. Student Testing Materials. The School District is responsible for securing, coding and delivering all testing materials to the JJA Administrator or designee a minimum of three (3) school days before the day of standardized test administration. The School District may also provide additional student testing materials to cover students that enroll after the list of students was provided to the School District. The School District will provide to the JJA access, limited to students enrolled at the JJA, to administer, as necessary, online testing.
  4. Accommodations. The School District will assist the JJA staff to ensure implementation of accommodations articulated in the IEP/IAPs and/or BIPs for standardized testing, as appropriate, for students receiving special education services and speakers of languages other than English. If the accommodations exceed what the JJA can reasonably implement, the School District remains responsible for ensuring that the student has access to the necessary accommodations by whatever means the School District deems most appropriate.
  5. Retrieving Completed Testing Materials. The JJA is responsible for making necessary arrangements to retrieve all completed student testing materials attributed to the School District's students enrolled at the JJA.
  6. Obtaining and Submitting Testing Materials. The School District is responsible for obtaining the completed student testing materials from the JJA, and is also responsible for submitting all completed student testing materials to the appropriate TEA contracted agent.
  7. Student Success Initiatives. The JJA will assist School District in meeting student success initiatives mandated by state law. This assistance does not include the hiring of additional staff.

## **VII. FUNDING AND BILLING**

- A. Mandatory Expulsions. Funding for Mandatory Expulsions will be provided by the Texas Juvenile Justice Department for those students who meet the prescribed TJJD eligibility requirements. School District will pay for a student at the Discretionary Expulsion rate listed in Section VII.B. herein until the offense report is filed with the JJA, the Bexar County Juvenile Probation Department and the appropriate District Attorney's Office.
- B. Discretionary Expulsions. For students who are Discretionary Expulsions pursuant to TEC, the School District shall pay the rate of \$135.85 per student per day of attendance at the JJA. A student is considered to be in "attendance at the JJA" for the purposes of this Agreement if they are receiving tele-education services. This rate may be modified by the Juvenile Board during the term of this MOU.
- C. Title 5 Felony Discretionary Expulsions. For students who are Title 5 felony Discretionary Expulsions pursuant to TEC, School District shall pay in the same manner as for other Discretionary Expulsions, except that the rate for this category of expulsion is based on the actual operational cost as determined by the Juvenile Board based upon its most recent annual audit, and will not exceed the rate set out in paragraph VII.B above.
- D. Registered Sex Offenders. For students who are placed at the JJA as registered sex offenders under TEC Chapter 37, School District shall pay at the same rate as for Discretionary Expulsions, which is \$135.85 per student per day of attendance.
- E. Disallowed Mandatory Expulsions. For a student who was expelled for a Mandatory Expulsion offense but who, because of the terms of the TJJD funding contract and as outlined in this MOU, was disallowed Mandatory Expulsion status, the School District shall pay the Discretionary Expulsion rate of \$135.85 per student per day of attendance from the date of enrollment.
- F. Continuing Responsibility. In the event a student changes residence to another school district served by JJA after being expelled, and prior to completing the expulsion term, the student shall remain the financial responsibility of the expelling School District for the JJA daily attendance rate.
- G. Date of Invoice. The Juvenile Probation Fiscal Office will issue an invoice within thirty (30) business days after the end of each month. The invoice will provide the name of each student and the number of days the student attended.
- H. Payment. The School District shall make payment to the Juvenile Board through the Bexar County Auditor. Payment for the full amount hereunder shall be made payable to Bexar County and payment made at the Bexar County Auditor's Office at 101 W. Nueva, Suite 800, San Antonio, TX 78205-3445 within thirty (30) days after the invoice is received by the member School District. The Juvenile Probation Fiscal Office shall send the invoice to the address listed on the signature page of this MOU.

## **VIII. TRANSPORTATION**

- A. School District's Responsibility. Transportation of students to and from the JJA shall be the sole responsibility of the School District. The School District is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJA. The School District shall provide all necessary security at the student pick up/drop off location(s).
- B. Change of Residence. In the event a student expelled by a School District changes residence to another school district served by JJA after being expelled and prior to completing the expulsion term, the new school district is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJA.

## **IX. TRANSITION**

- A. Transition File. Approaching completion of his/her term at the JJA, JJA staff will send the School District a transition file that includes:
  - 1. The student's grades converted to numeric scores; when requested by the School District, course completions will be reported;
  - 2. A behavior summary, recommendations and comments that suggest placement options that the JJA staff deems appropriate for the student returning to his/her home campus;
  - 3. Attendance information; and
  - 4. Other recommendations and comments.

## **X. ADVISORY BOARD**

- A. Authority. The Juvenile Board has authorized an Advisory Board to provide a forum for representatives of the Juvenile Board, the school districts and the organizations supporting the JJA to meet and discuss issues related to the operation of the JJA.
- B. Procedure. Each School District shall designate a representative to serve on the Advisory Board. The Advisory Board shall include representatives of at least five (5) school districts, as elected by representatives of the school districts, at a meeting called by the Administrator for the Juvenile Board. The School District hereby agrees to participate in the election of said Advisory Board and, if elected to serve, will do so.

## **XI. PARTIAL INVALIDITY**

If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, or rendered as such by a change to applicable state and/or federal law, the remaining provisions shall continue in full force and effect.

## **XII. TERM**

This Agreement supersedes all prior MOU agreements between these parties and shall be in effect from August 1, 2023 through, and including, July 31, 2024. This Agreement shall renew automatically each year on August 1<sup>st</sup>, unless notice of a party's intent not to renew is sent to the other party prior to July 1<sup>st</sup> of that year.

The Bexar County Juvenile Board and the School District may modify this Agreement under terms as specified in a written addendum to be signed by both parties. In response to COVID-19, JJA may issue an Addendum modifying the provisions set forth in this MOU. JJA will provide School District with a copy of the addendum. The terms and conditions of the updated Addendum will supersede the provisions of any previous Addendum.

## **XIII. INTEGRATION**

This MOU, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party that is not contained herein shall be of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

**AGREED AND FULLY EXECUTED ON THE LATEST DATE RECORDED BELOW.**

**INDEPENDENT SCHOOL DISTRICT**

School District: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

*The Juvenile Probation Fiscal Office shall send invoices to the following address:*

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

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

*If required by School District:*

\_\_\_\_\_ **COUNTY JUVENILE BOARD**

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Title: Juvenile Board Chair

**BEXAR COUNTY JUVENILE BOARD**

By: \_\_\_\_\_  
JUDGE DAVID A. CANALES  
Juvenile Board Chair

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ATTACHMENT A**



**BEXAR COUNTY JUVENILE JUSTICE ACADEMY  
 STUDENT FUNDING WAIVER REQUEST**

**Police Report Requirement**

The Texas Juvenile Justice Department (TJJJ) reserves the right to provide funding for students remanded to juvenile justice alternative education programs who do not meet the basic requirements found in TJJJ's State Financial Assistance Contract. This form serves as your request of waiver to the police report requirement and should be faxed to the JJA Administrator at (210) 335-8549. Your request will be forwarded to TJJJ and you will be notified of TJJJ's response once it is received by the JJA Administrator's office.

<b>SCHOOL DISTRICT:</b>	<b>SCHOOL OFFICIAL:</b>	
<b>PHONE:</b>	<b>FAX:</b>	<b>DATE:</b>
<b>STUDENT:</b>	<b>DOB:</b>	
<b>Describe offense in some detail:</b>		
<b>Reason for request of waiver:</b>		

**FOR TJJJ STAFF ONLY**

The request for waiver received in this office on _____ is ____ Granted ____ Denied.		
If denied, please specify reason: _____		
_____	_____	_____
Signature	Position	Date

**ATTACHMENT B**



**BEXAR COUNTY JUVENILE JUSTICE ACADEMY  
 REFERRAL OF CHILD AFTER EXPULSION**

To: Juan Vega, JJAEP Clerk 1402 N. Hackberry San Antonio, TX 78208	Phone: 210-335-8524 Fax: 210-335-8549 E-mail: jvega@bexar.org
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Pursuant to Texas Family Code §52.041 and Texas Education Code (TEC) §37.010, the following report is being made to the Juvenile Court regarding the expulsion of the student named below.

**School District:** \_\_\_\_\_ **School Official/Hearing Officer:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Date of Hearing:** \_\_\_\_\_

<b>Student:</b>	<b>Age:</b>	<b>Grade:</b>	<b>DOB:</b>	<b>SNN:</b>
<b>Special Programs:</b>	<b>Yes _ No_ Specify:</b>		<b>TSDS#</b>	
<b>Campus Address:</b>				
<b>Parent's Name:</b>				
<b>Parent's Address:</b>				
<b>County of residence (if other than Bexar):</b>				
<b>Telephone #s</b>	<b>Work: (210 )</b>	<b>Home: (210)</b>	<b>Cell: (210)</b>	
<b>Date Expelled:</b>	<b>Number of Instructional Days Expelled:</b>		<b>Proposed Return Date:</b>	
<b>Describe offense in some detail:</b>				
<b>Parent is aware and understands that child may be assigned a probation officer (PO) by the probation department: Yes _ No _ If not, why not?</b>				
<b>National School Lunch Program:    Free    Reduced    None    (Circle appropriate Program)</b>				
<b>Date Intake requested:</b>	<b>Intake Scheduled on</b>		<b>at</b>	<b>AM/PM</b>

Please check offense for which student is being referred:

**2022/23 and 2023/24 School Years**

✓	Offense Code	Offense Description	Offense Type
	37.007A12A	Unlawful Weapon: Handgun [Penal Code (PC) 46.02 (a)] [Education Code (EC) 37.007 (a)(1)]	Mandatory
	37.007A12B	Unlawful Weapon: Location-Restricted Knife [PC 46.02 (a)] [EC 37.007 (a)(1)] (For students under the age of 18.)	Mandatory
	37.007A12C	Unlawful Weapon: Club [PC 46.02 (a)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15A	Prohibited Weapon: Explosive Weapon [PC 46.05 (a)(1)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15B	Prohibited Weapon: Machine Gun [PC 46.05 (a)(2)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15C	Prohibited Weapon: Short-Barrel Firearm [PC 46.05 (a)(3)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15D	Prohibited Weapon: Firearm Silencer [PC 46.05 (a)(4)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15F	Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05 (a)(6)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15G	Prohibited Weapon: Chemical Dispensing Device [PC 46.05 (a)(7)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15H	Prohibited Weapon: Zip Gun [PC 46.05 (a)(8)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15I	Prohibited Weapon: Tire Deflation Device [PC 46.05 (a)(9)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15J	Prohibited Weapon: Improvised Explosive Device [PC 46.05 (a)(7)] [EC 37.007(a)(1)]*	Mandatory
	37.007A2A1	Aggravated Assault	Mandatory
	37.007A2A2	Aggravated Sex Assault	Mandatory
	37.007A2A3	Sex Assault	Mandatory
	37.007A2B	Arson	Mandatory
	37.007A2C1	Murder	Mandatory
	37.007A2C2	Capital Murder	Mandatory
	37.007A2C3	Attempted Murder	Mandatory
	37.007A2D	Indecency With A Child	Mandatory
	37.007A2E	Aggravated Kidnapping	Mandatory
	37.007A2F	Aggravated Robbery	Mandatory
	37.007A2G	Manslaughter	Mandatory
	37.007A2H	Criminally Negligent Homicide	Mandatory
	37.007A2I	Continuous Sex Abuse Of A Young Child Or Children(PC 21.02)	Mandatory
	37.007A3	Felony Drug	Mandatory
	37.007B1D	False Alarm	Discretionary
	37.007B1E	Terroristic Threat	Discretionary
	37.007B2A1	Misdemeanor Marijuana	Discretionary
	37.007B2A1B	Misdemeanor Controlled Substance	Discretionary
	37.007B2A2	Misdemeanor Dangerous Drug	Discretionary
	37.007B2A3	Misdemeanor Alcohol	Discretionary
	37.007B2B	Glue Or Aerosol Paint	Discretionary
	37.007B2CA	Assault On A Teacher	Discretionary
	37.007B2CB	Assault On An Employee	Discretionary
	37.007B2D	Deadly Conduct	Discretionary
	37.007B3A	Non-School Student On Student [EC 37.007 (a)(2)(A)]	Discretionary
	37.007B3B	Non-School Student On Student [EC 37.007 (a)(2)(C)]	Discretionary
	37.007B3C	Non-School Student On Student [EC 37.007 (a)(2)(F)]	Discretionary

Contract No. ISD196  
Independent School Districts  
Bexar County Juvenile Justice Alternative Education Program  
August 1, 2023 – July 31, 2024

	37.007B4	'On or Within 300 Ft' Rule- Mandatory Offense [EC 37.007(b)]	Discretionary
	37.007B5	Breach Of Computer / Computer Hacking	Discretionary
	37.007C	Serious Misbehavior	Discretionary
	37.007D	Retaliation	Mandatory
	37.007D(D)	Retaliation	Discretionary
	37.007E	Federal Firearm	Mandatory
	37.007F	Felony Criminal Mischief	Discretionary
	37.309	Registered Sex Offender	Other
	PROBCO1	Probation Placement	Other
	PROBCO2	Court Order	Other
	37.0081A	Title 5 Felony Criminal Homicide (EC 37.0081)	Discretionary
	37.0081B	Title 5 Felony Murder (EC 37.0081)	Discretionary
	37.0081C	Title 5 Felony Capital Murder (EC 37.0081)	Discretionary
	37.0081D	Title 5 Felony Manslaughter (EC 37.0081)	Discretionary
	37.0081E	Title 5 Felony Criminal Negligent Homicide (EC 37.0081)	Discretionary
	37.0081F	Title 5 Felony Unlawful Restraint (EC 37.0081)	Discretionary
	37.0081G	Title 5 Felony Kidnapping (EC 37.0081)	Discretionary
	37.0081H	Title 5 Felony Aggravated Kidnapping (EC 37.0081)	Discretionary
	37.0081I	Title 5 Felony Unlawful Transport (EC 37.0081)	Discretionary
	37.0081J	Title 5 Felony Trafficking Of Persons (EC 37.0081)	Discretionary
	37.0081K	Title 5 Felony Indecency With A Child (EC 37.008)	Discretionary
	37.0081L	Title 5 Felony Improper Photography Or Visual Recording (EC 37.0081)	Discretionary
	37.0081M	Title 5 Felony Assault (EC 37.0081)	Discretionary
	37.0081N	Title 5 Felony Sexual Assault (EC 37.0081)	Discretionary
	37.0081O	Title 5 Felony Coercing, Soliciting, Or Inducing Gang Membership (EC 37.0081)	Discretionary
	37.0081P	Title 5 Felony Aggravated Assault (EC 37.0081)	Discretionary
	37.0081Q	Title 5 Felony Aggravated Sexual Assault (EC 37.0081)	Discretionary
	37.0081R	Title 5 Felony Injury To A Child, Elderly Individual, Or Disabled Individual(EC 37.0081)	Discretionary
	37.0081S	Title 5 Felony Abandoning Or Endangering Child (EC 37.0081)	Discretionary
	37.0081T	Title 5 Felony Deadly Conduct (EC 37.0081)	Discretionary
	37.0081U	Title 5 Felony Terrorist Threat (EC 37.0081)	Discretionary
	37.0081V	Title 5 Felony Aiding Suicide (EC 37.0081)	Discretionary
	37.0081W	Title 5 Felony Tampering With Consumer Product (EC 37.0081)	Discretionary
	37.0081X	Title 5 Felony Harassment By Persons In Certain Correctional Facilities; Harassment Of Public Servant (EC 37.0081)	Discretionary
	37.0081Y	Title 5 Felony Aggravated Robbery (EC 37.0081)	Discretionary
	DOI	Offense Identified in District of Innovation (DOI) Plans Provided by Sending ISD*	Discretionary
	PC46.03	Places Weapons Prohibited: Location-Restricted Knife (PC 46.03) (Students at least 18 years of age, or for students of any age, if the offense occurs at a restricted location.)*	Discretionary
	37.0052	Placement or Expulsion of Student Who Has Engaged in Certain Bullying Behavior*	Discretionary

# SHAC REPORT

Tina Schmelzer, BSN, RN  
District Health Services Coordinator

# Previous Years Activities

- Provided Education and Resources on Emergency Preparedness in Medina County
- Provided Education and Resources on Health Services available in the County
- Awareness and Education on the Medina Valley Bond Election
- Awareness and Education on Mental Health Crisis Intervention

# SHAC Webpage Contents

- Mission Statement
- Purpose / Goal
- 2020 Triennial Assessment, SHAC Bylaws, and Wellness Plan
  
- Meeting Information
  - Announcements
  - Agendas
  - Meeting Minutes

# Core Membership - Parents

- Tina Baron - Parent
- Darren Calvert - Parent
- Carrie Calvert - Parent
- Carol Hatcher - Parent and SHAC CoChair
- Christina Carter - Parent
- Lisa Nickel - Parent and SHAC Secretary

Note: Per Board Policy BDF (LEGAL), a majority of members must be parents of students enrolled in the district and who are not employed by the district.

# Additional Core Membership - Employees

- \_\_\_\_\_ - Director of Health and Safety, SHAC Chair
- Tanya Stivors - District Safety Coordinator
- Tiffany Eckenrod - District Child Nutrition Director

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

	2022-2023 ADOPTED BUDGET (AS OF 9/01/22)	2022-2023 AMENDED BUDGET (AS OF 5/22/23)	2022-2023 CURRENT AMENDMENTS (AS OF 6/19/23)	2022-2023 AMENDED BUDGET (AS OF 6/19/23)
<b>Estimated Revenues</b>				
5700 LOCAL AND INTERMEDIATE REVENUES	\$ 36,410,641	\$ 36,648,303	\$ (390,549)	\$ 36,257,754
5800 STATE PROGRAM REVENUES	\$ 30,880,783	\$ 34,048,838	\$ 659,051	\$ 34,707,889
5900 FEDERAL REVENUES	\$ 1,270,000	\$ 1,270,000	\$ 142,326	\$ 1,412,326
7900 OTHER SOURCES	\$ -	\$ -	\$ -	\$ -
<b>Total Estimated Revenue</b>	<b>\$ 68,561,424</b>	<b>\$ 71,967,141</b>	<b>\$ 410,828</b>	<b>\$ 72,377,969</b>
<b>Appropriations</b>				
11 INSTRUCTION	\$ 39,809,875	\$ 40,512,818	\$ 261,211	\$ 40,774,029
12 INSTRUCTIONAL RESOURCES/MEDIA SERVICES	\$ 671,445	\$ 671,445	\$ -	\$ 671,445
13 CURRICULUM & INSTRUCTIONAL STAFF DEVELOPMENT	\$ 701,616	\$ 811,116	\$ -	\$ 811,116
21 INSTRUCTIONAL LEADERSHIP	\$ 868,278	\$ 1,078,778	\$ -	\$ 1,078,778
23 SCHOOL LEADERSHIP	\$ 3,447,370	\$ 3,580,870	\$ -	\$ 3,580,870
31 GUIDANCE, COUNSELING & EVALUATION SERVICES	\$ 2,893,641	\$ 2,757,641	\$ -	\$ 2,757,641
32 SOCIAL WORK SERVICES	\$ 490,242	\$ 565,242	\$ -	\$ 565,242
33 HEALTH SERVICES	\$ 762,463	\$ 827,463	\$ -	\$ 827,463
34 STUDENT (PUPIL) TRANSPORTATION	\$ 4,402,577	\$ 4,774,757	\$ -	\$ 4,774,757
35 FOOD SERVICE	\$ 126,727	\$ 164,279	\$ -	\$ 164,279
36 EXTRA-CURRICULAR ACTIVITIES	\$ 2,126,543	\$ 2,192,392	\$ -	\$ 2,192,392
41 GENERAL ADMINISTRATION	\$ 2,309,578	\$ 2,384,578	\$ -	\$ 2,384,578
51 PLANT MAINTENANCE & OPERATIONS	\$ 6,660,154	\$ 7,070,137	\$ -	\$ 7,070,137
52 SECURITY AND MONITORING	\$ 1,005,492	\$ 906,767	\$ -	\$ 906,767
53 DATA PROCESSING SERVICES	\$ 1,782,489	\$ 1,768,389	\$ -	\$ 1,768,389
61 COMMUNITY SERVICES	\$ 9,987	\$ 19,987	\$ -	\$ 19,987
71 DEBT SERVICE	\$ -	\$ 86,065	\$ -	\$ 86,065
81 FACILITIES AND CONSTRUCTION	\$ 2,947	\$ 1,269,417	\$ -	\$ 1,269,417
95 JUVENILE JUSTICE ALTERNATIVE	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
99 OTHER INTERGOVERNMENTAL CHARGES	\$ 485,000	\$ 520,000	\$ -	\$ 520,000
8911 OTHER USES	\$ -	\$ -	\$ -	\$ -
<b>Total Appropriations</b>	<b>\$ 68,561,424</b>	<b>\$ 71,967,141</b>	<b>\$ 261,211</b>	<b>\$ 72,228,352</b>
<b>Net (Revenues Less Appropriations)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 149,617</b>	<b>\$ 149,617</b>





MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

Budget Amendment Request Form

Fund	Type	Func	Object	SO	Org	FY	PIC	Loc 1	Loc 2	Description	Increase - Decrease
										Total Decrease	0
199	E	11	6395	16	840	0	11	6	00	Technology Equipment	261211
										Total Increase	261211
<b>BALANCED TOTAL (Should Equal \$0)</b>											261211

**Explanation:** Purchase of additional Ipad, Chromebooks and Device Storage due to additional growth and change in the secondary technology plan.

**PREPARED BY:** Scott Laleman      **Signature:**       **Date:** 6/14/23

**APPROVED BY:** Brandi Hendrix      **Signature:**       **Date:** 6/13/23

**FINANCE AUTHORIZED BY:** \_\_\_\_\_      **Signature:** \_\_\_\_\_      **Date:** \_\_\_\_\_

- This form is used for transfers between function codes.
- Completed form and corresponding documentation should be submitted to the Assistant Superintendent of Finance and Operations.
- Submission must be 2 weeks before the upcoming board meeting.

May 11, 2023

Via e-mail: Rafael.barajas@mvisd.org

Mr. Rafael Barajas@mvisd.org  
Director of Construction  
MEDINA VALLEY ISD  
LaCoste, TX

Re: Proposal Inventory Portable Classroom Buildings

Mr. Barajas:

Ramtech Building Systems appreciates Medina Valley ISD's continued interest and the opportunity to provide pricing for Ramtech's *inventory* portable classroom buildings. The BuyBoard (Contract #637-21) pricing is based on new commercial grade, state approved buildings designed and constructed to the attached floor plans and specifications.

**24'x64' Double Classroom Buildings:**

~~Buildings without restrooms: \$114,475.00 per bldg.~~

Buildings with restrooms: \$120,450.00 per bldg.

**Pricing Includes:**

- Delivery & Installation - LaCoste, TX
- C.M.U. block pad on grade foundation
- Auger type tie-downs (additional cost will be incurred for buildings set on asphalt due to anchoring requirements)
- Skirting to grade on all sides
- Metal exterior and roof
- Lay-in acoustical ceiling (2'x2' ceiling tiles)
- Interior communication door
- Marker - tack board each classroom
- Vinyl covered gypsum wall panels (FRP in restrooms)
- Vinyl composition tile flooring
- Main Distribution Panel
- Exterior wall hung HVAC - free blow
- State approved engineered drawings

## Page 2 of 3 – Proposal Inventory Portable Classroom Buildings

**Pricing does not include:**

- Site preparation (including grading, compaction or demolition, landscaping, or irrigation)
- Building permits (Any fees charged by the city or county agencies for the movement of mobile office or modular buildings over local roads are considered as part of the local building permit cost.)
- Furniture, window coverings, etc.
- Canopies
- Ducted HVAC
- Exterior emergency egress light above each exterior door shall be remote head wired into exit light
- 2 each future data outlet boxes n wall with double gang box 18" AFF with 3/4" conduit to above ceiling
- 1 each future thermostat outlet box in wall with single gang box 48" AFF with 1/2" conduit to above ceiling
- 1 each future fire alarm pull outlet box in wall with single gang box 48" AFF with 1/2" conduit to above ceiling
- 1 each future intercom outlet box n wall with single gang box 8" AFF with 1/2" conduit to above ceiling
- Door closers all exterior doors
- Interior lights will be 2x4 lay-in LED fixtures - dual switched
- Fire alarm/fire extinguishers/sprinkler system
- Landing and ramp assembly
- Performance and payment bond
- Permanent foundation
- Plumbing manifold
- Poured concrete
- Ramtech's Builders Risk Insurance excludes flood coverage in Flood Zones A, V, or D as defined by FEMA
- Taxes if applicable
- Utility extension/connections
- Wood landing with ramp (quoted as an additional cost)
- Waxing or sealing of vct (if required)
- Wind certification (may be required is designated catastrophe coastal areas)
- The scope of this design does not include accessibility elements required for the site. It is the owner's responsibility to have these designs developed and to make submittal as required by the Texas Architectural Barriers Act, through their design professional. This submittal should be made to: Texas Department of Licensing and Regulations, Architectural Barriers Section, P.O. Box 12157, Austin, TX 78711.



Page 3 of 3 – Proposal Inventory Portable Classroom Buildings

I will contact you to discuss any questions you might have or please feel free to contact me via email at [squeen@ramtechgroup.com](mailto:squeen@ramtechgroup.com) or by calling 800-568-9376 ext. 138.

Sincerely,  
Sabrina Queen  
Education Representative

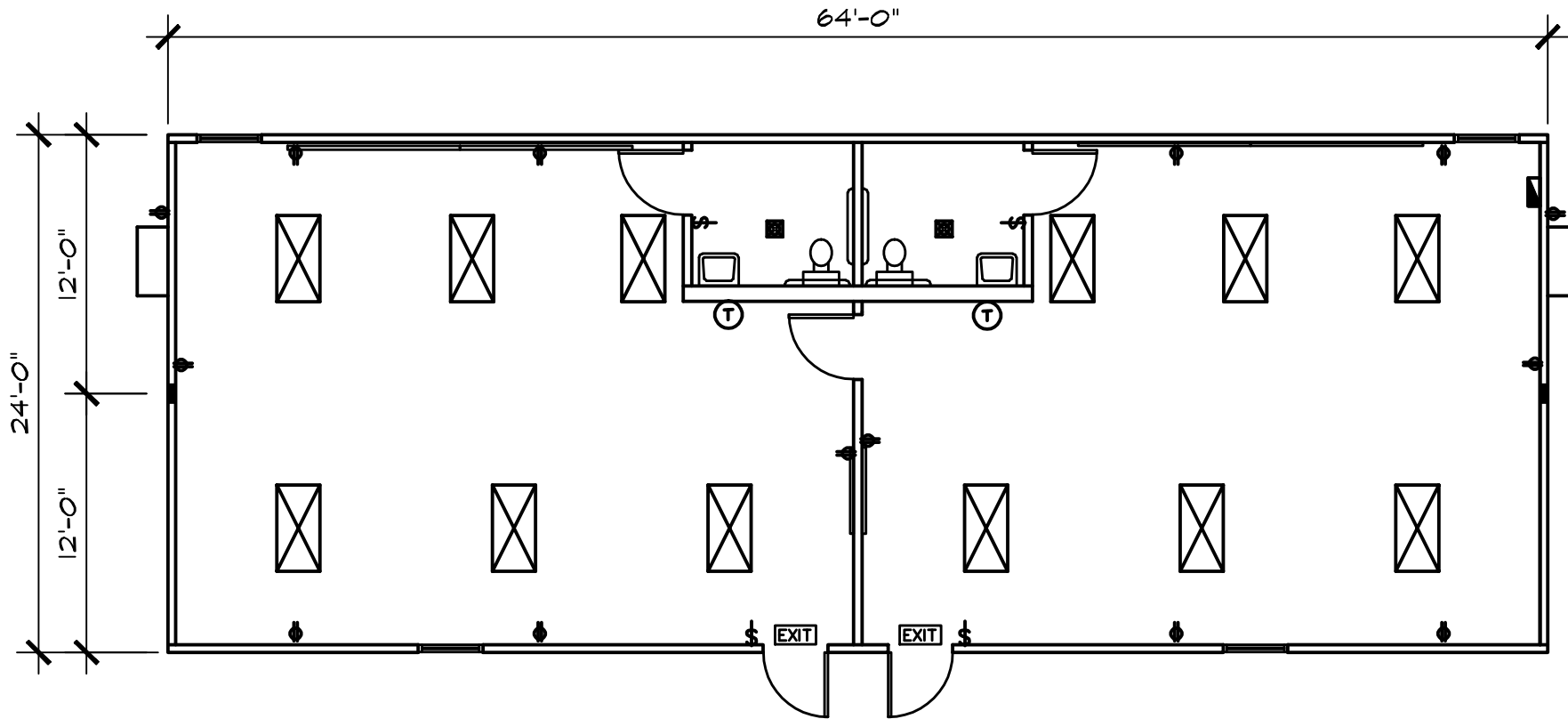
**Note:** Given the volatility of material prices and supply chain challenges, Ramtech's price is valid for 14 days. Please contact Ramtech prior to issuance of a p.o. or award to verify pricing and availability of production openings.

**Freight, setup, and other finish-out scopes are priced based on Ramtech's ability to manufacture the building in Q3, Q4 2023, and deliver and complete the project in a timely manner thereafter. Should any unforeseen delay occur in the permitting or site work process, or due to any other cause outside of Ramtech's control, these scopes may need to be repriced and a Change Order executed prior to building delivery.**

**All pricing is based on a level, accessible site.**

**To provide our customers with value, Ramtech has quoted the pricing reflected in this proposal as competitively as possible. As such, once we begin, we have anticipated an uninterrupted flow of our work through the completion of the project. Should non-weather-related events beyond Ramtech's control, such as delays in electrical or water service to the building, force us to demobilize and subsequently remobilize later, additional costs will be incurred that may be passed on to our customers.**

**Typical purchase payments terms are 25% upon issuance of a p.o. or execution of a contract, 70% prior to delivery and installation of the building(s) and 5% on completion and acceptance.**



**FLOOR PLAN**

**RT-01**

☒ 2X4 CEILING MT. FLUORESENT LIGHT

EXIT CEILING MT. EXIT LIGHT W/BATTERY PACK

⊕ 110V DUPLEX RECEPTACLE @ 15"A.F.F.

⊕ 110V GFI DUPLEX RECEPT. @ 15"A.F.F.

⊖ SINGLE POLE SWITCH @ 40"A.F.F.

⊠ CEILING MT. LIGHT/EXHAUST FAN

☒ 24X24 CEILING MT. ADJ. SUPPLY AIR DIFFUSER

☒ CEILING MT. 24X24 RETURN AIR GRILLE

Ⓢ PROGRAMMABLE THERMOSTAT @ 54"A.F.F.

PLAN REVISIONS	
NO.	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
PROJECT: PORTABLE DOUBLE CLASSROOM BLDG.	
WRESTROOMS	
PURCHASE ONLY	
PROJECT NUMBER	
DATE	8-11-08
DRAWN BY	LN
SHEET NO.	1



**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>	Jun 12, 2023 01:54 PM CDT
<b>Modified Date</b>	Jun 12, 2023 01:55 PM CDT
<b>Quote #</b>	425933 - rev 1 of 1
<b>Description</b>	1000 HP CHROMEBOOKS - MEDIATEK OPTION + WHITE GLOVE 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 TSO-4159</b>						
<b>HP CHROMEBOOK MEDIA TEK PROCESSOR G9 - GOOGLE AUE UPDATES GOOD THRU 06/2028</b>						
1		<a href="#">HP Chromebook 11MK G9 Education Edition</a> Kompanio 500 MT8183 / 2 GHz - Chrome OS - Mali-G72 MP3 - 4 GB RAM - 32 GB eMMC - 11.6" 1366 x 768 (HD) - Wi-Fi 5 - kbd: US	436B7UT#ABA	1000	\$204.91	\$204,910.00
Note: IN STOCK READY TO SHIP						
2		<a href="#">Google Chrome OS Management Console</a> License - academic	CROS-SW-DIS-EDU-NEW	1000	\$31.00	\$31,000.00
3		Intech Southwest Services - Discounted White Glove Enrollment Services for Medina Valley ISD	White Glove Services	1000	\$8.00	\$8,000.00
Note: CHROME OS ENROLLENMENT FOR CHROMEBOOKS FOR MEDINA VALLLEY ISD						

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>\$243,910.00</b>
Product Subtotal:	\$243,910.00
Tax (.0000%):	\$0.00
Shipping:	\$0.00
<b>Total:</b>	<b>\$243,910.00</b>