

**Medina Valley Independent School District  
Board of Trustees  
Regular Meeting on Monday, October 23, 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, October 23, 2023, beginning at 6:00 PM at/on Medina Valley ISD Central Office Board Room.**

**I. First Order of Business**

- A Call Meeting to Order
- B Establish a Quorum
- C Pledge of Allegiance to the United States and Texas Flags followed by a Moment of Silence

**II. Student/Staff Recognition**

- A Star Students - Medina Valley Middle School
- B Above & Beyond Service Staff Recognition - Medina Valley Middle School

**III. Public Comment**

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

**IV. Announcements/Communications/Presentations**

- A MVISD's HB3 Board Goals & Plans 6
- B Construction Briefing 10
  - Silos Elementary
  - Medina Valley ISD's High School #2
  - Medina Valley Middle School Traffic Improvement
- C Financial Briefing 25
  - General Fund Financial Statement
  - Child Nutrition Financial Statement
  - Debt Service Fund Financial Statement
  - Bond Capital Projects Report - 2023
  - 4th Quarter Investment Report
- D Superintendent Briefing 30
  - Student Achievements
  - Staff Achievements
  - Legislative Update
  - District Enrollment numbers
- E Review of MVISD Local Board Policy CW (Local) 43
- F Board Committee Reports
  - Finance & Operations Committee Report
  - Construction Committee Report

**V. Discussion and Possible Action Items**

- A Consider Approval of Minutes of Regular Board Meeting on September 25, 2023 and Special Board Meetings on September 27, 2023 and October 11, 2023 45
- B Consider Approval of Amendment to the MVISD District of Innovation Plan 51
- C Consider Approval of Interlocal Agreement with the Department of Information Resources (DIR) for Managed Security Services 63
- D Consider Approval of MSB School Services Agreement for 2023-2024 85
- E Consider Approval of Interlocal Agreement Between Medina County and Medina Valley ISD - Campus Security Services 101
- F Consider Approval of Final Completion and Payment for Tennis Courts Project at Loma Alta Middle School 111
- G Consider Approval of the Guaranteed Maximum Price (GMP) for Medina Valley ISD's High School #2 Project Package 1 112

**VI. Closed Session**

- A Consultation with Attorney regarding Legal Issues in Connection to Public Comment at Board Meetings, Board Policies and Procedures Regarding Same (TX Govt. Code Section 551.071)
- B Personnel Matters: Resignations, Retirements, Leaves of Absence, Reassignments, New Employment, New Personnel Positions, Duties/Responsibilities of Employees (TX Govt. Code Section 551.074)
  - Discussion regarding the duties and responsibilities of the Assistant Superintendent of Finance and Operations
  - Discussion regarding the duties and responsibilities of the Principal of Castroville Elementary
- C Considering the issues related to the security of school buildings, including the purchase of security improvements affecting district campuses (TX Govt. Code Section 551.076) 1
- D Discussion Regarding Delegation of Authority to Superintendent of Schools Regarding Real Estate Negotiations (TX Govt. Code Section 551.072 & 551.074)

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

- A Consider Approval of the Purchase of Security Improvements affecting District Campuses
- B Consider Approval of Delegation of Authority to the Superintendent of Schools Regarding Real Estate Negotiations
- C Consideration of future meeting dates

**VIII. Adjournment**

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



Medina Valley

ISD

Star Student(s)

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

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

# Public Comments

# Medina Valley Independent School District

## *Agenda Item Memorandum*

*To: MVIDS Board of Trustees*

*Date: 10-23-2023*

*RE: Consider approving HB3 Board Plans & Goals*

House Bill 3 requires Texas School Boards to develop, adopt and post early childhood literacy and mathematics proficiency goals and support plans. The Board adopted these goals and support plans in 2019. This is the required annual review of these goals and support plans.

## Early Childhood Literacy & Math Goals

| Early Childhood Literacy Board Outcome Goal  |              |        |        |      |
|--|--------------|--------|--------|------|
| The percentage of 3rd grade students that score meets grade level or above on STAAR Reading Meets will increase from 51% (2019) to 63% by June 2024. |              |        |        |      |
| Yearly Target Goals  |              |        |        |      |
| 2020   | 2021         | 2022   | 2023   | 2024 |
| *No STAAR  | 48%          | 53%    | 58.00% | 63%  |
| <b>Actual</b>  | New Baseline | 59.14% | 57.54% |      |

| Early Childhood Literacy Progress Measure 1  |      |      |                 |      |
|--|------|------|-----------------|------|
| The percentage of PreK students that score on grade level or above in Reading on the universal screener will increase from 95% EOY screener to 100% EOY screener by June 2024. |      |      |                 |      |
| Yearly Target Goals  |      |      |                 |      |
| 2020   | 2021 | 2022 | 2023            | 2024 |
| *80%(MOY)  | 95%  | 98%  | 100%            | 100% |
| <b>Actual</b>  |      | 83%  | <b>COMPLETE</b> |      |

| Early Childhood Literacy Progress Measure 2   |           |      |              |  |
|---|-----------|------|--------------|--|
| The percentage of K students that score on grade level or above in Reading on the EOY screener will increase from 87%(EOY) to 96% (EOY) by June 2024. |           |      |              |  |
| Yearly Target Goals   |           |      |              |  |
| 2020  | 2021      | 2022 | 2023         | 2024                                     |
| *39% (BOY- Covid- TPRI)   | 87% (EOY) | 90%  | 93%(68% Adj) | 96%                                      |
|   | Baseline  | 51%  | 76%          | <i>Suggested New Target Goal:</i><br>79% |

| Yearly Target Goals |          |                       |                      |      |
|---------------------|----------|-----------------------|----------------------|------|
| 2020                | 2021     | 2022                  | 2023                 | 2024 |
| *No STAAR           | 48%      | 53%                   | 58.00%               | 63%  |
| <b>Actual</b>       | Baseline | <b>Actual: 59.14%</b> | <b>Actual 57.54%</b> |      |

|  |                 |                       |                      |             |
|--|-----------------|-----------------------|----------------------|-------------|
| <b>The percentage of 3rd-grade students that score meets grade level or above on STAAR Math will increase from 48% (2019) to 53% by June 2024.</b> |                 |                       |                      |             |
| <b>The percentage of 3rd-grade students that score meets grade level or above on STAAR Math will increase from 48% (2019) to 53% by June 2024.</b> |                 |                       |                      |             |
| <b>Yearly Target Goals</b>   |                 |                       |                      |             |
| <b>2020</b>  | <b>2021</b>     | <b>2022</b>           | <b>2023</b>          | <b>2024</b> |
| *  | 38%             | 43%                   | 48%                  | 53%         |
| <b>Actual</b>  | <b>Baseline</b> | <b>45.92 % Actual</b> | <b>52.26% Actual</b> |             |

|   |                 |               |                 |             |
|---|-----------------|---------------|-----------------|-------------|
| <b>Early Childhood Math Progress Measure 1</b>  |                 |               |                 |             |
| <b>The percentage of PreK students that score on grade level or above in math on the universal screener will increase from 73% (MOY in 2020) to 85% (EOY) by June 2024.</b> |                 |               |                 |             |
| <b>Yearly Target Goals</b>  |                 |               |                 |             |
| <b>2020</b>   | <b>2021</b>     | <b>2022</b>   | <b>2023</b>     | <b>2024</b> |
| *73% (MOY)  | 76%             | 79%           | 82%             | 85%         |
| <b>Actual</b>   | <b>Baseline</b> | <b>75.60%</b> | <b>COMPLETE</b> |             |

|  |                 |             |                 |             |
|--|-----------------|-------------|-----------------|-------------|
| <b>Early Childhood Math Progress Measure 2</b>   |                 |             |                 |             |
| <b>The percentage of Kindergarten students that score on grade level or above on the math screener will increase from (86% to 95%) by June 2024.</b> |                 |             |                 |             |
| <b>Yearly Target Goals</b>   |                 |             |                 |             |
| <b>2020</b>  | <b>2021</b>     | <b>2022</b> | <b>2023</b>     | <b>2024</b> |
| *  | 86%             | 89%         | 92%             | 95%         |
| <b>Actual</b>  | <b>Baseline</b> | <b>87%</b>  | <b>COMPLETE</b> |             |

|  |                 |                |             |             |
|--|-----------------|----------------|-------------|-------------|
| <b>Early Childhood Math Progress Measure 3</b>   |                 |                |             |             |
| <b>The percentage of 3rd-grade students that score on grade level or above in math (Meets on STAAR achievement level) will increase from(48% (2019)to 53%) by June 2024.</b> |                 |                |             |             |
| <b>Yearly Target Goals</b>   |                 |                |             |             |
| <b>2020</b>  | <b>2021</b>     | <b>2022</b>    | <b>2023</b> | <b>2024</b> |
| *  | 38%             | 43%            | 48%         | 53%         |
| <b>Actual</b>  | <b>Baseline</b> | <b>45.92 %</b> | <b>52%</b>  |             |

## **CCMR Board Goal**

|   |                              |                                |                   |             |
|---|------------------------------|--------------------------------|-------------------|-------------|
| <b>The percentage of graduates that meet the criteria for CCMR Accountability will increase from 79% to 100% by 2023.</b> |                              |                                |                   |             |
| <b>Yearly Target Goals</b>  |                              |                                |                   |             |
| <b>2019 (Class of 17-18)</b>  | <b>2020 (Class of 18-19)</b> | <b>2021</b>                    | <b>2022</b>       | <b>2023</b> |
| 79% (Baseline)  | 85%                          | 90%                            | 95%               | 100%        |
| 79%   | 92.0%                        | MV 94.5% (State <b>65.2%</b> ) | <b>91.8 (63%)</b> | <b>TBD</b>  |

|   |             |             |                  |                 |
|---|-------------|-------------|------------------|-----------------|
| <b>CCMR Progress Measure 1</b>  |             |             |                  |                 |
| <b>The percent of graduates meeting the threshold for TSI Criteria Graduates in ELA for college ready status will increase from 41.8% (State = 58.2%) to 54% by 2023.</b> |             |             |                  |                 |
| <b>Yearly Target Goals</b>  |             |             |                  |                 |
| <b>2019 (Class of 17-18)</b>  | <b>2020</b> | <b>2021</b> | <b>2022</b>      | <b>2023</b>     |
| 42%   | 45%         | 48%         | <b>51% (57%)</b> | <b>54%(TBD)</b> |
| <b>Closing the Gaps Student Groups Yearly Targets</b>   |             |             |                  |                 |
| <b>The percent of graduates meeting the threshold for TSI Criteria Graduates in Math for college ready status will increase from 65.7% (State = 46%) to 78% by 2023.</b>  |             |             |                  |                 |
| <b>Yearly Target Goals</b>  |             |             |                  |                 |
| <b>2019 (Class of 17-18)</b>  | <b>2020</b> | <b>2021</b> | <b>2022</b>      | <b>2023</b>     |
| 66%   | 69%         | 72%         | <b>75% (60%)</b> | 78%             |
| <b>CCMR Progress Measure 3</b>  |             |             |                  |                 |
| <b>The percent of graduates that meet the threshold for CCMR for Approved Industry-Based Certifications will increase from 2% to 14% by 2023.</b>                         |             |             |                  |                 |
| <b>Yearly Target Goals</b>  |             |             |                  |                 |
| <b>2019 (Class of 17-18)</b>  | <b>2020</b> | <b>2021</b> | <b>2022</b>      | <b>2023</b>     |
| 2%  | 5%          | 8%          | <b>11% (56%)</b> | 14%             |



**Board of Trustees Meeting:  
Silos Elementary School  
Construction Briefing**

**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

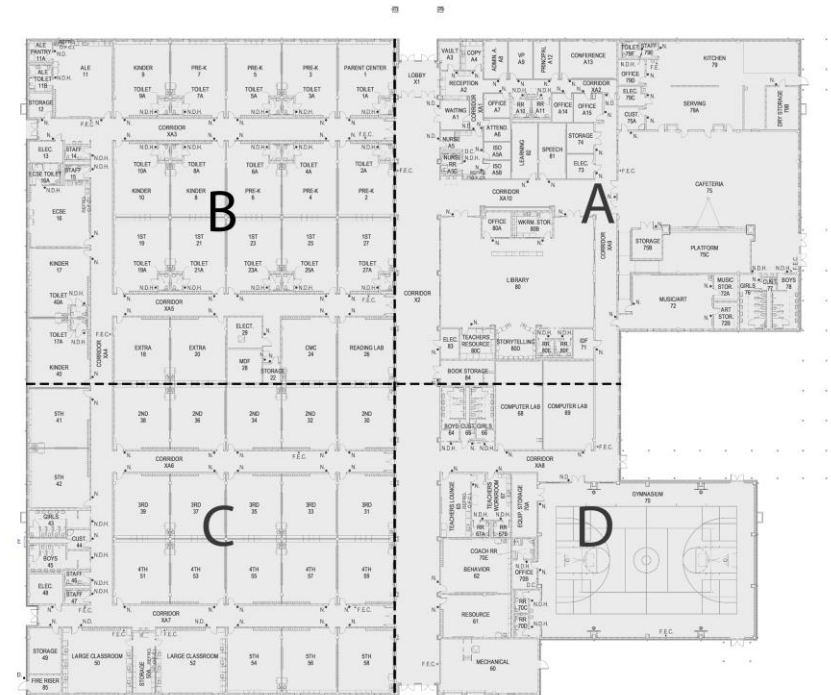
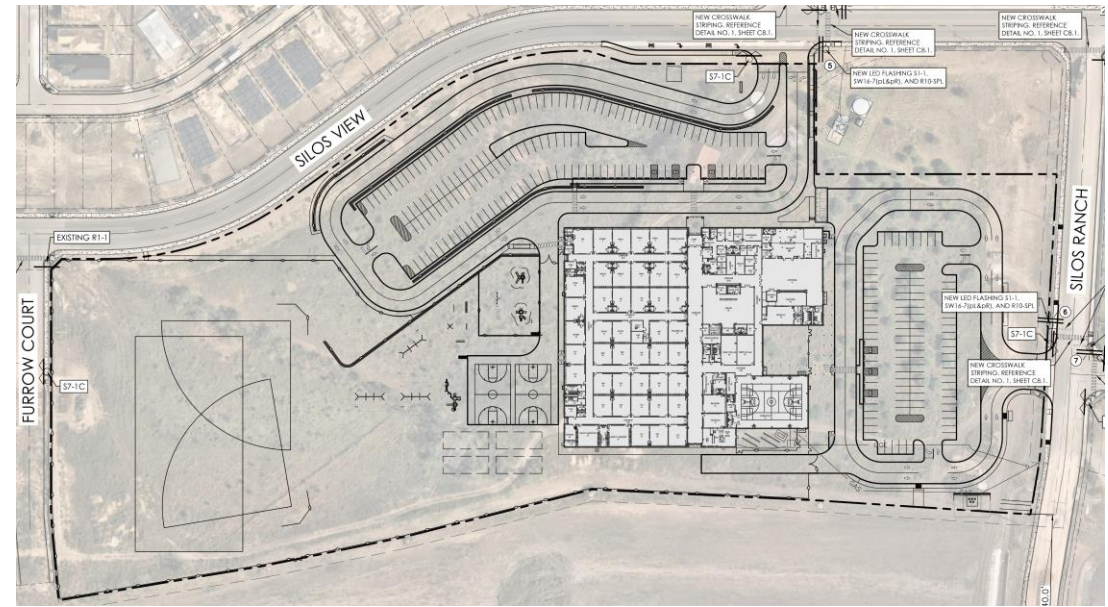
**Change Order Sum to Date:** \_\_\_\_\_ \$0.00

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

**Percentage of Work Complete:** \_\_\_\_\_ 61% - Pay Application No. 13  
\$25,735,620 Total Stored/Completed

# **RECENT CONSTRUCTION ACTIVITY**

1. Project submittal process is ongoing
2. Site work on ongoing
  - Site light pole bases have been drilled
  - Conduit for main electrical service has been inspected.
  - Transformer pad is complete.
3. Building Exterior
  - Exterior flashing around exterior is on-going
  - High roofs at Library is dried-in. Roofing system at cafeteria being installed. Pending flashing and metal roof
  - High roof decking at main entrance is complete
  - Window installation on-going in Area 'A'
  - Exterior brick installation has begun.
4. Building Interior
  - CMU walls are nearing completion
  - Sprinkler system only pending at Gym
  - Drywall framing on going in Areas 'A'
  - Installation of miscellaneous duct connections through out
  - Electrical wire pulling has begun in in Area 'B' and Area 'C'
  - Continuing plumbing rough-ins in all areas
  - Base coat paint being applied though Areas 'A' and 'B'



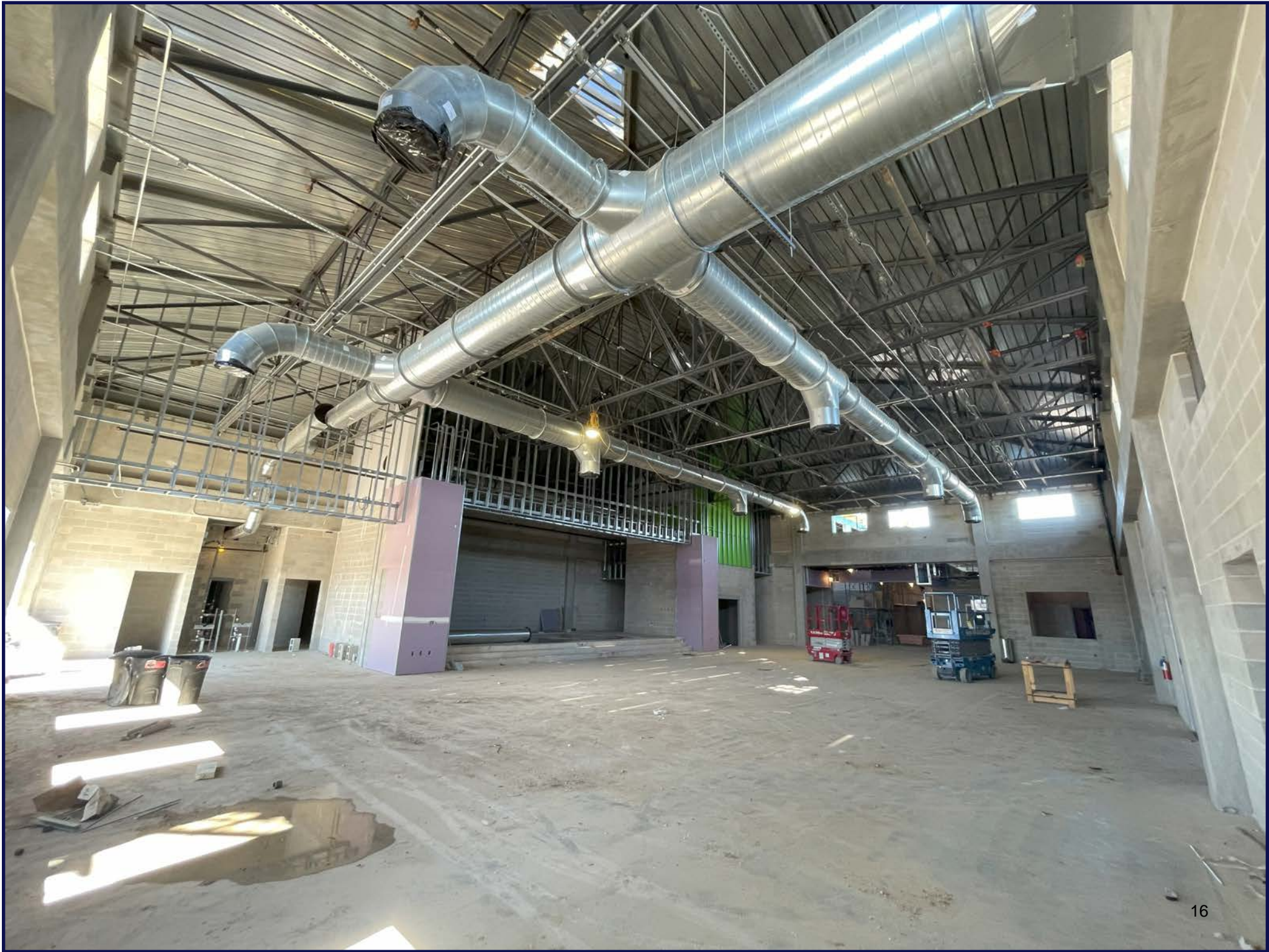
## **2 WEEK LOOK AHEAD SUMMARY:**

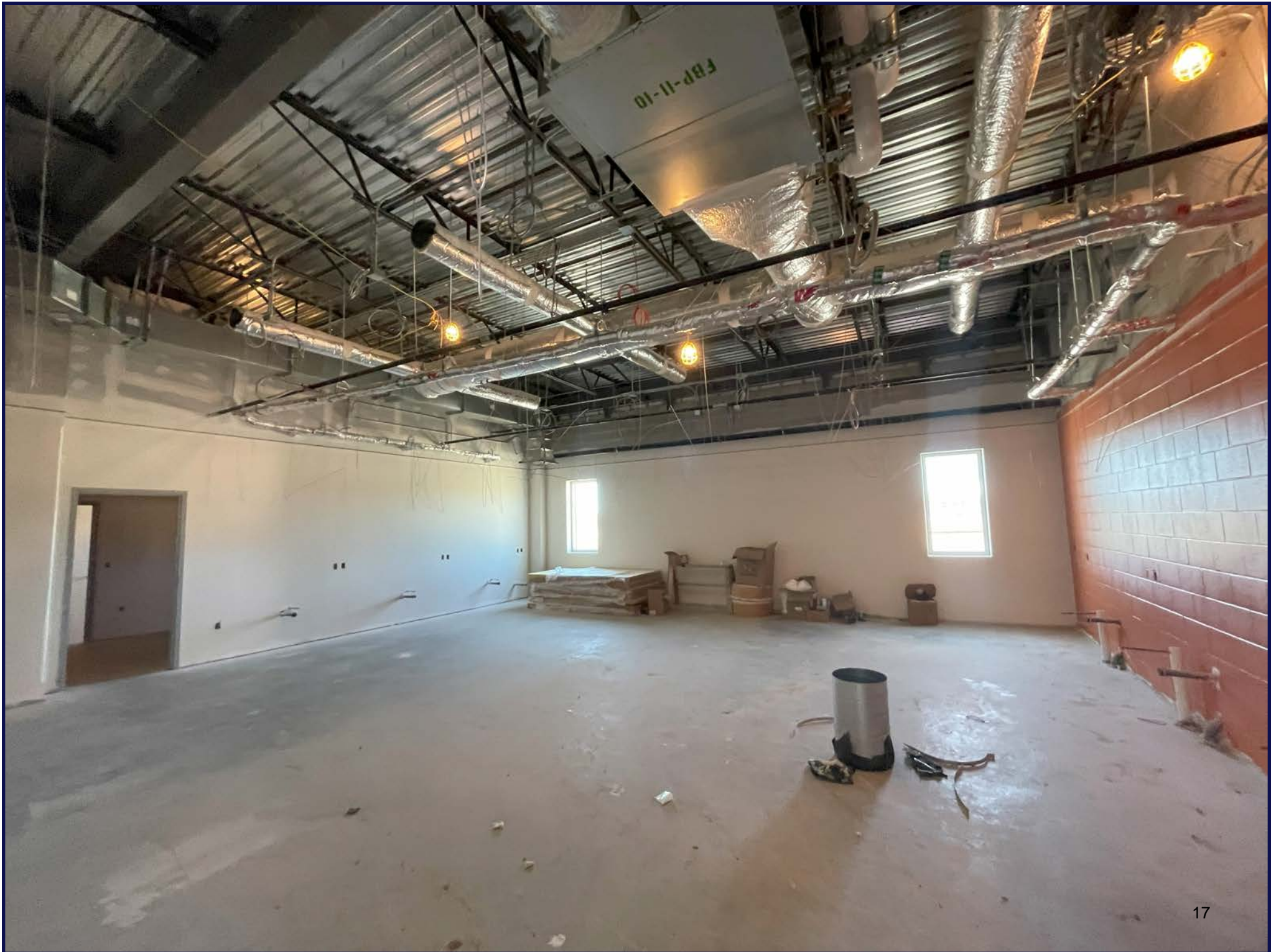
1. Begin roofing system at main entrance
2. Continue brick installation through Area 'B' and 'C'
3. Fabrication and installation of windows in Area 'A'
4. Pathways for electrical site lighting
5. Metal roof panel installation













## Medina Valley ISD – High School 2

### Board Meeting Update

October 23, 2023

# Agenda

- Guaranteed Maximum Price (GMP) Package 1
- Budget Update on 50% Contract Documents



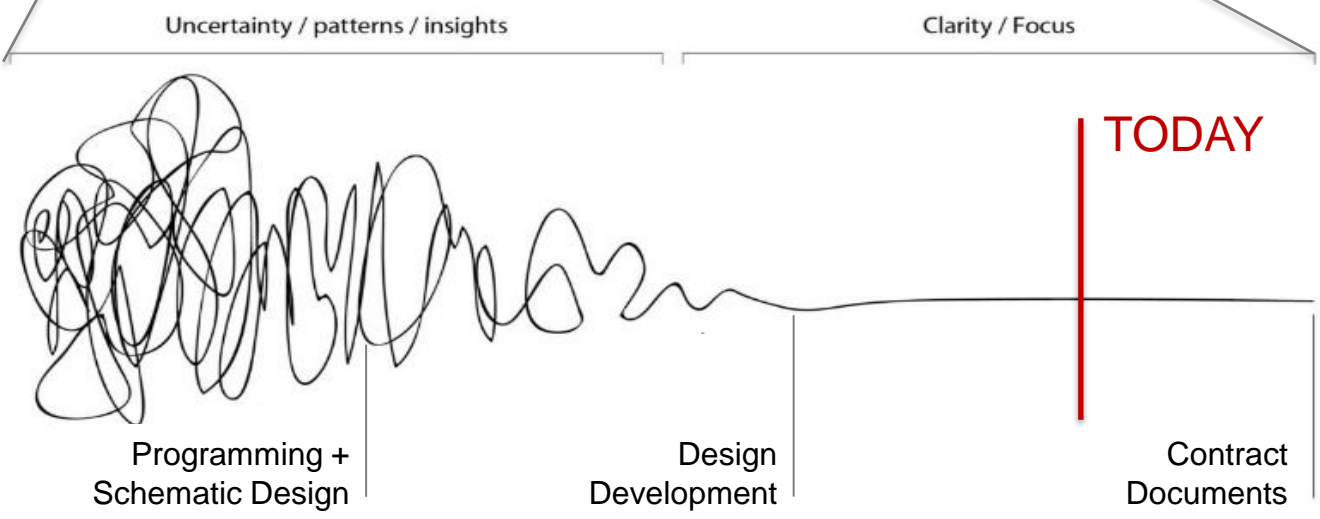
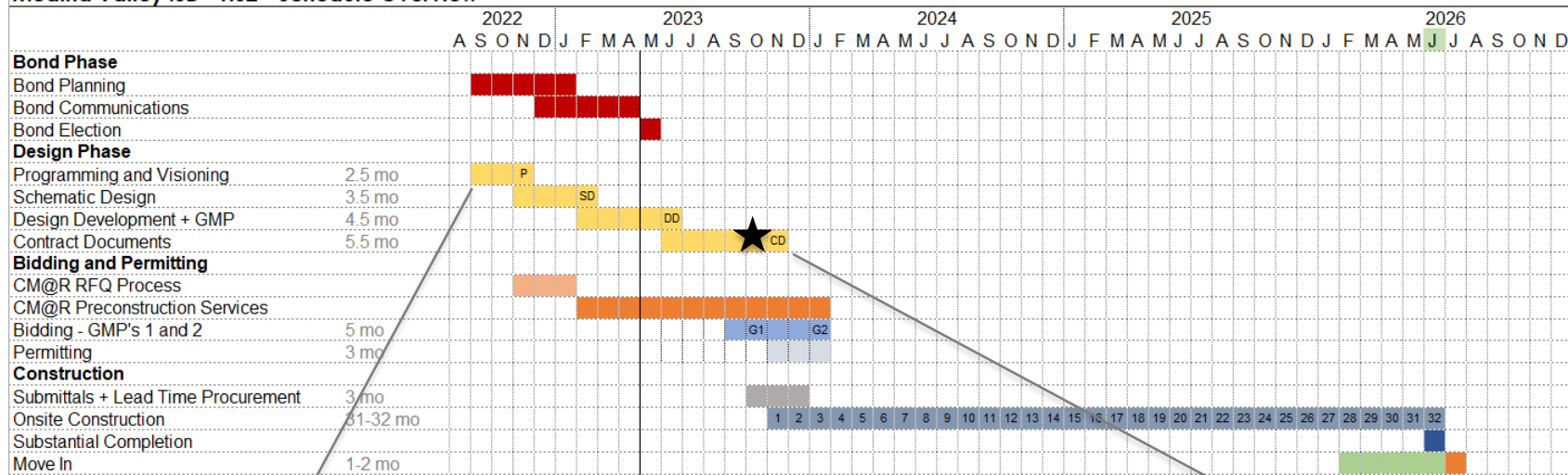
## Project Goals

- **Versatility** to be adaptable to future learning trends + evolving programs
- Maximize utilization by exploring **adaptable, multi-purpose spaces**
- **Building efficiency** – every square foot needs to have purpose
- Programs/spaces that **students want to be in + feel ownership for**
- **Equity** with the existing High School will be critical for planning

| Date         | Project Process   | Date      | Project Process  | Date      | Project Process   |
|--------------|---|-----------|--|-----------|---|
| Aug 15, 2022 | <b>Board of Trustees Meeting</b><br>Approval of Architect Rankings ✓  | Feb 2023  | <b>Schematic Design approved</b><br>Student Engagement ✓                                     | Sept 2023 | Pkg 1 bids and evaluation ✓                                     |
| Aug 2022     | <b>Introductions &amp; Kick Off Meeting</b> ✓   | Mar 2023  | <b>Design Development started</b><br><b>SD Budget presented</b><br>Student Engagement ✓      | Oct 2023  | <b>GMP 1 presentation</b><br><b>Budget Update</b><br>NTP issued |
| Sept 2022    | <b>Goal Setting</b><br>User group meetings ✓<br>Programming started ✓   | Apr 2023  | <b>Design Development progress</b><br>Student Engagement ✓                                   | Nov 2023  | <b>Construction begins</b><br>Contract Documents pkg 2 complete |
| Oct 2022     | <b>High School Tours</b> ✓<br>User group meetings ✓<br>Programming updates ✓  | May 2023  | <b>Bond Election</b><br>Design Development progress ✓  | Dec 2023  | Pkg 2 bid evaluation  |
| Nov 2022     | <b>CMAR RFP released</b> ✓<br><b>Advisory Committee</b> ✓<br><b>Schematic Design started</b> ✓<br>8 <sup>th</sup> grade student survey<br><b>LRFP and Ed Specs approved</b> | June 2023 | <b>Design Development complete</b> ✓   | Jan 2024  | <b>GMP update presented</b><br><b>NTP issued</b>                |
| Dec 2022     | <b>CMAR RFP Proposals submitted</b> ✓<br>Programming completed ✓  | July 2023 | <b>Design Development and Budget presentation</b> ✓<br>Contract Documents started ✓          | Fall 2024 | Potranco ES traffic improvements complete, estimated            |
| Jan 2023     | <b>Programming approved</b> ✓<br><b>CMAR rankings approved</b> ✓<br>Student Engagement ✓  | Aug 2023  | <b>Contract Documents Pkg 1 complete</b> ✓<br><b>Contract Documents Pkg 2 50% complete</b> ✓ | June 2026 | Construction complete   |

# HS2 Schedule Milestones

# Medina Valley ISD - HS2 - Schedule Overview



First Day of School August 2026

# HS2 planning process



|                                   | PACKAGE 1    | PACKAGE 2     | TOTAL         | DESIGN DEVELOPMENT | OVER/(UNDER) DD ESTIMATE |
|-----------------------------------|--------------|---------------|---------------|--------------------|--------------------------|
| GMP/50CD ESTIMATE SUBTOTAL (BASE) | \$28,548,004 | \$214,019,044 | \$242,567,048 | \$238,965,113      |                          |
| ESCALATION ALLOWANCE              | 0            | 4,266,145     | 4,266,145     | 8,667,041          |                          |
| GMP/50CD ESTIMATE TOTAL (BASE)    | \$28,548,004 | \$218,285,189 | \$246,833,193 | \$247,632,154      | (\$798,961)              |

**TRAFFIC IMPROVEMENTS ESTIMATES** (NOT INCLUDED IN ESTIMATE TOTALS ABOVE)

|   |             |             |             |
|---|-------------|-------------|-------------|
| HS SITE BUS DRIVE   | \$1,335,050 | \$1,112,624 | \$2,447,674 |
| OFFSITE DRIVES AND PARKING – LOMA ALTA MS AND POTRANCO ES   | \$1,847,107 | \$925,114   | \$2,772,221 |
| TXDOT TURN LANES ALLOWANCE (SCOPE OF WORK STILL IN DEVELOPMENT WITH TXDOT; THIS LINE ITEM WAS PREVIOUSLY CARRIED WITH THE HS SITE BUS DRIVE LINE ITEM ABOVE IN THE DD ESTIMATE) | N/A         | \$2,500,000 | \$2,500,000 |

Separately funded bond project

HS2 Bond Budget for Construction + Traffic Improvements included = \$277,435,373 including escalation

|   |              |               |               |
|---|--------------|---------------|---------------|
| PACKAGE TOTALS, BASE + TRAFFIC IMPROVEMENTS | \$31,730,161 | \$222,822,927 | \$254,553,088 |
|---|--------------|---------------|---------------|

\$22,882,285 under budget (8.2%) for Construction

|   |              |
|---|--------------|
| CONSTRUCTION SCHEDULE SUMMARY                     | 31.38 months |
| NOTICE TO PROCEED WITH CONSTRUCTION FOR PACKAGE 1 | 10/24/2023   |
| SUBSTANTIAL COMPLETION                            | 06/01/2026   |

construction cost update

|  |         | Bond Budget           |                       | 50% Contract Doc Estimate + GMP pkg1 |  |                       |                                  |
|--|---------|-----------------------|-----------------------|--------------------------------------|--|-----------------------|----------------------------------|
|  |         | escalation separate   | escalation included   |                                      | escalation separate  | escalation included   |                                  |
| Hard Costs Sub Total                               |         | \$ 202,293,000        | \$ 267,532,493        | budget                               | \$ 242,567,048   | \$ 246,833,193        | 50% CD estimate Note 3           |
| Soft Costs   |         |                       |                       |                                      |  |                       |                                  |
| Fees / PM / Expenses                               | 8.5%    | \$ 17,194,905         | \$ 22,740,262         |                                      | \$ 13,628,352  | \$ 13,841,660         | 5.0% + \$1.5m                    |
| Other Developmental Costs (Survey / Geotech / Etc) | 0.35%   | \$ 708,026            | \$ 936,364            | allowance                            | \$ 953,393   | \$ 953,393            | actual                           |
| Furnishings Fixtures and Equipment                 | \$ 12.0 | \$ 5,110,560          | \$ 6,758,716          | allowance                            | \$ 5,204,268   | \$ 6,882,644          | allowance                        |
| IT Systems (Projectors, Network, Security, Phone)  | \$ 10.0 | \$ 4,258,800          | \$ 5,632,263          | allowance                            | \$ 4,336,890   | \$ 5,735,537          | allowance                        |
| Traffic Improvements (Bus Lane + PR/381)           | LS      | \$ 7,488,000          | \$ 9,902,880          | allowance                            | \$ 5,195,058   | \$ 5,195,058          | *Traffic Improvements Notes 1, 2 |
| Construction Testing                               | 0.50%   | \$ 1,011,465          | \$ 1,337,662          | allowance                            | \$ 1,212,835   | \$ 1,603,975          | allowance                        |
| Bond Contingency                                   | 4.03%   | \$ 8,159,361          | \$ 8,159,361          | if required                          | \$ -   | \$ -                  | not required                     |
| Market Escalation per year                         | 15.00%  | \$ 76,775,884         | included above        |                                      | \$ 7,947,615   | included above        | hard and soft costs              |
| <b>Total Project Costs</b>                         |         | <b>\$ 323,000,000</b> | <b>\$ 323,000,000</b> |                                      | <b>\$ 281,045,459</b>  | <b>\$ 281,045,459</b> |                                  |
|  |         |                       |                       | Estimated Bond Savings               | \$ 41,954,541  | \$ 41,954,541         |                                  |
|  |         |                       |                       |                                      | *1) +\$2,772,221 funded from \$4m Traffic Improvements at PES and LAMS (separate Bond project) |                       |                                  |
|  |         |                       |                       |                                      | *2) includes \$2,500,000 allowance for TxDOT public ROW improvements pending final design      |                       |                                  |
|  |         |                       |                       |                                      | *3) includes \$2,184,245 increase since DD for betterment through CVO process                  |                       |                                  |

**\$41,954,541 estimated Bond Savings (13.0%)**

**budget tracking**

**total project including soft costs**

# Q&A

**SEPTEMBER 2023-2024  
GENERAL FUND FINANCIAL STATEMENT  
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

| <b>ESTIMATED REVENUES</b>           | <b>CURRENT BUDGET</b> | <b>YTD ACTUAL</b>  | <b>BALANCE</b>      |
|-------------------------------------|-----------------------|--------------------|---------------------|
| 5700 - LOCAL REVENUES               | \$35,055,513          | \$242,349          | \$34,813,164        |
| 5800 - STATE PROGRAM REVENUES       | \$49,155,004          | \$9,091,472        | \$40,063,532        |
| 5900 - FEDERAL REVENUES             | \$1,540,000           | \$12,537           | \$1,527,463         |
| <b>TOTAL REVENUES</b>               | <b>\$85,750,517</b>   | <b>\$9,346,358</b> | <b>\$76,404,159</b> |
| <b>PROPOSED APPROPRIATIONS</b>      |                       |                    |                     |
| 11 - INSTRUCTION                    | \$49,341,770          | \$4,113,897        | \$45,227,873        |
| 12 - INST. RESOURCES & MEDIA SVCS   | \$551,395             | \$50,911           | \$500,484           |
| 13 - CURRICULUM DEV.& INST.STF DEV  | \$875,433             | \$110,582          | \$764,851           |
| 21 - INSTRUCTIONAL LEADERSHIP       | \$1,296,439           | \$85,805           | \$1,210,634         |
| 23 - SCHOOL LEADERSHIP              | \$4,573,079           | \$391,701          | \$4,181,378         |
| 31 - GUIDANCE & COUNSELING          | \$3,421,399           | \$267,177          | \$3,154,222         |
| 32 - SOCIAL WORK SERVICES           | \$813,033             | \$71,007           | \$742,026           |
| 33 - HEALTH SERVICES                | \$955,682             | \$68,814           | \$886,868           |
| 34 - PUPIL TRANSPORTATION           | \$5,430,115           | \$444,679          | \$4,985,435         |
| 35 - FOOD SERVICES                  | \$215,064             | \$17,374           | \$197,690           |
| 36 - COCURR./EXTRACURR.ACTIVITIES   | \$2,381,472           | \$164,850          | \$2,216,622         |
| 41 - GENERAL ADMINISTRATION         | \$2,722,585           | \$218,894          | \$2,503,691         |
| 51 - PLANT MAINTENANCE & OPERATIONS | \$8,816,150           | \$974,755          | \$7,841,395         |
| 52 - SECURITY & MONITORING SERVICES | \$1,425,038           | \$49,280           | \$1,375,758         |
| 53 - DATA PROCESSING SERVICES       | \$2,118,611           | \$375,893          | \$1,742,718         |
| 61 - COMMUNITY SERVICES             | \$9,373               | \$4,318            | \$5,055             |
| 71 - DEBT SERVICES                  | \$86,065              | \$0                | \$86,065            |
| 81 - FACILITIES ACQ. & CONSTRUCTION | \$62,815              | \$1,237            | \$61,578            |
| 95 - PYMTS.TO JJAEP PROGRAMS        | \$5,000               | \$0                | \$5,000             |
| 99 - OTHER INTERGOVERNMENTAL CHARGE | \$650,000             | \$134,860          | \$515,140           |
| <b>TOTAL APPROPRIATIONS</b>         | <b>\$85,750,517</b>   | <b>\$7,546,035</b> | <b>\$78,204,482</b> |

2023-2024 FUND BALANCE = \$ 25,540,029

3 MONTH OPERATING CASH FLOW = \$ 21,437,629

**SEPTEMBER 2023-2024  
CHILD NUTRITION FUND FINANCIAL STATEMENT  
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

| <b>ESTIMATED REVENUES</b>      | <b>CURRENT BUDGET</b> | <b>YTD ACTUAL</b> | <b>BALANCE</b>     |
|--------------------------------|-----------------------|-------------------|--------------------|
| 5700 - LOCAL REVENUES          | \$1,875,327           | \$164,294         | \$1,711,033        |
| 5800 - STATE PROGRAM REVENUES  | \$35,438              | \$0               | \$35,438           |
| 5900 - FEDERAL REVENUES        | \$4,029,726           | \$0               | \$4,029,726        |
| <b>TOTAL REVENUES</b>          | <b>\$5,940,491</b>    | <b>\$164,294</b>  | <b>\$5,776,197</b> |
| <b>PROPOSED APPROPRIATIONS</b> |                       |                   |                    |
| 35 - FOOD SERVICES             | \$6,512,006           | \$418,651         | \$6,093,355        |
| <b>TOTAL APPROPRIATIONS</b>    | <b>\$6,512,006</b>    | <b>\$418,651</b>  | <b>\$6,093,355</b> |

2023-2024 FUND BALANCE = \$ 1,832,889

3 MONTH OPERATING CASH FLOW = \$ 1,628,002

**SEPTEMBER 2023-2024  
DEBT SERVICE FUND FINANCIAL STATEMENT  
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

| <b>ESTIMATED REVENUES</b>      | <b>CURRENT BUDGET</b> | <b>YTD ACTUAL</b> | <b>BALANCE</b>      |
|--------------------------------|-----------------------|-------------------|---------------------|
| 5700 - LOCAL REVENUES          | \$24,540,481          | \$64,111          | \$24,476,370        |
| 5800 - STATE PROGRAM REVENUES  | \$3,343,378           | \$0               | \$3,343,378         |
| <b>TOTAL REVENUES</b>          | <b>\$27,883,859</b>   | <b>\$64,111</b>   | <b>\$27,819,748</b> |
| <b>PROPOSED APPROPRIATIONS</b> |                       |                   |                     |
| 71 - DEBT SERVICES             | \$27,883,859          | \$500             | \$27,883,359        |
| <b>TOTAL APPROPRIATIONS</b>    | <b>\$27,883,859</b>   | <b>\$500</b>      | <b>\$27,883,359</b> |

2023-2024 FUND BALANCE = \$ 5,542,221

3 MONTH OPERATING CASH FLOW = \$ 6,970,965

**2023 BOND CAPITAL PROJECTS FINANCIAL STATEMENT  
AS OF SEPTEMBER 30, 2023**

| <u>REVENUE</u>                                       | <u>BUDGET<br/>AMOUNT</u> | <u>YEAR TO DATE<br/>ACTUALS</u> | <u>BALANCE</u>        |
|--|--------------------------|---------------------------------|-----------------------|
| BOND PROCEEDS  | \$ 376,000,000           | \$ 376,000,000                  | \$ -                  |
| BOND INTEREST  | \$ -                     | \$ 2,953,611                    | \$ 2,953,611          |
| <b>TOTAL REVENUES</b>                                | <b>\$ 376,000,000</b>    | <b>\$ 378,953,611</b>           | <b>\$ 2,953,611</b>   |
| <br><b><u>APPROPRIATIONS</u></b>                     |                          |                                 |                       |
| <b><u>HIGH SCHOOL #2</u></b>                         |                          |                                 |                       |
| CONSTRUCTION COSTS                                   | \$ 288,082,832           |                                 | \$ 288,082,832        |
| FEES AND PERMITS                                     | \$ 22,740,262            | \$ 6,257,480                    | \$ 16,482,782         |
| OFFSITE ROADWORK                                     | \$ 9,902,880             |                                 | \$ 9,902,880          |
| CONSTRUCTION TESTING                                 | \$ 1,337,662             |                                 | \$ 1,337,662          |
| SURVEY/GEO FEES                                      | \$ 936,364               | \$ 2,500                        | \$ 933,864            |
| <br><b><u>POTRANCO TRAFFIC IMPROVEMENTS</u></b>      |                          |                                 |                       |
| CONSTRUCTION COSTS                                   | \$ 2,000,000             | \$ -                            | \$ 2,000,000          |
| <br><b><u>MIDDLE SCHOOL TRAFFIC IMPROVEMENTS</u></b> |                          |                                 |                       |
| CONSTRUCTION COSTS                                   | \$ 2,000,000             | \$ 30,251                       | \$ 1,969,749          |
| <br><b><u>AG/ROTC CLASSROOMS</u></b>                 |                          |                                 |                       |
| CONSTRUCTION COSTS                                   | \$ 14,000,000            |                                 | \$ -                  |
|  |                          |                                 | \$ 14,000,000         |
| <br><b><u>LAND</u></b>                               |                          |                                 |                       |
| LAND COSTS   | \$ 30,000,000            | \$ 120,108                      | \$ 29,879,892         |
| <br><b><u>SAFETY</u></b>                             |                          |                                 |                       |
| SAFETY   | \$ 5,000,000             | \$ -                            | \$ 5,000,000          |
| <br><b><u>SALARIES</u></b>                           |                          |                                 |                       |
| SALARIES   |                          | \$ 13,995                       | \$ (13,995)           |
| <b>TOTAL APPROPRIATIONS</b>                          | <b>\$ 376,000,000</b>    | <b>\$ 6,424,335</b>             | <b>\$ 369,575,665</b> |
| <br><b>BALANCE</b>                                   | <br><b>\$ -</b>          | <br><b>\$ 372,529,276</b>       |                       |





**Medina Valley**  
INDEPENDENT SCHOOL DISTRICT

# Superintendent Briefing

October 23, 2023

# Employees of the Month - October 2023

## Potranco ES



**LouAnn Rodriguez**  
PE Aide



**Eva Longoria**  
Special Education Facilitator



**MVHS Band won 1st place AAA at the Southwest ISD Classic!**  
Outstanding Drum Majors  
Outstanding Auxiliary  
Outstanding Music  
Outstanding Marching  
Outstanding Percussion



**MVHS Girls & Boys Varsity, JV and Freshman are all District Champions. Amazing job!** <sup>32</sup>



MVHS Senior Manny Ramirez was named the 2023-24 KENS 5 All-Star Athlete. He is all-district performer, student council president, and a top-ten student in his class.



MVHS senior Brady Forman has been selected as one of 115 top senior athletes in the area to play in the 46th annual San Antonio Sports All-Star Football Game.



MVHS Art Club won 1st place at the Chalk It Up San Antonio competition.

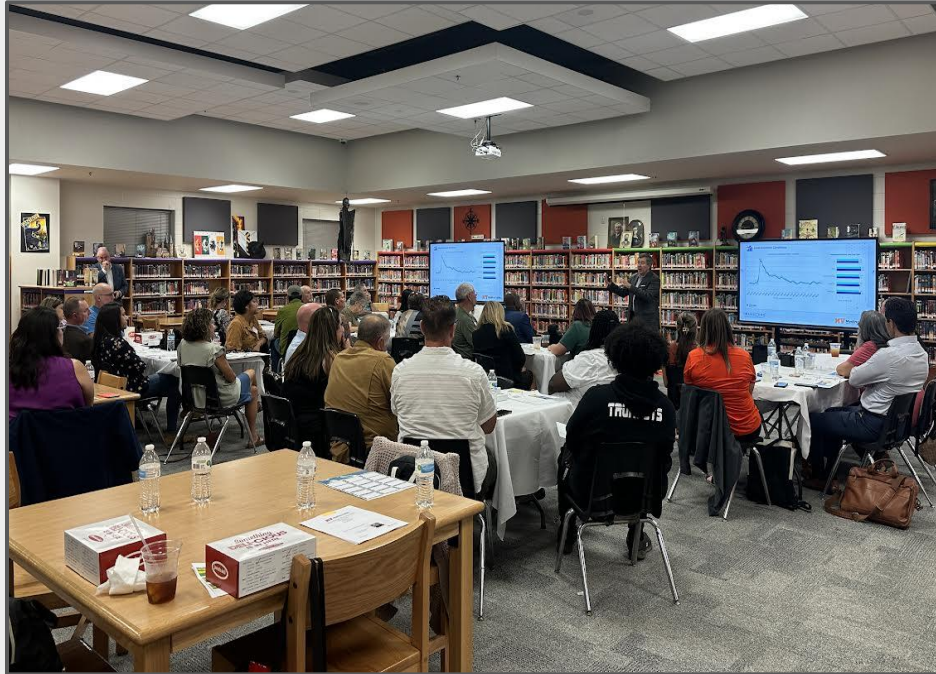
# New Teacher Academy & Leadership Academy



# Community Ambassador & Clergy Meetings



# Community Bond Advisory Committee



**MV** Medina Valley  
INDEPENDENT SCHOOL DISTRICT

## COMMUNITY BOND ADVISORY COMMITTEE

### OCTOBER 3, 2023 MEETING SUMMARY

The MVISD Community Bond Advisory Committee made up of parents, community members, teachers and students met for the first time this school year on October 3, 2023. This initial meeting focused on the goal of the committee, district growth and school finance 101.

District Demographer, Bob Templeton reviewed our District's 2023 2nd Quarter report which included updates on local economic conditions, a housing overview and ten-year district enrollment forecast. Key takeaways included: that MVISD enrollment has increased by 54% over the last 5 years, we are one of the fastest growing school districts in the state, and that district enrollment is likely to exceed 13,200 in five years. His presentation concluded that multiple new campuses will be needed to accommodate future growth.

MVISD Superintendent, Dr. Scott Caloss shared a general overview of school finance. His presentation reviewed tax rate and property value trends in our school district, as well as our fund balance history. He explained that our I&S tax rate is currently at \$0.50 (fifty cents) which is the maximum set by the state, so that any future bonds presented to voters for approval would not have an impact on our tax rate.

The committee will continue to meet throughout the school year to put together a bond proposal to present to the school board for a May 2024 election.

37

FULL MEETING PRESENTATION IS AVAILABLE AT  
[WWW.MVISD.COM](http://WWW.MVISD.COM) UNDER THE **MVISD GROWTH** TAB.



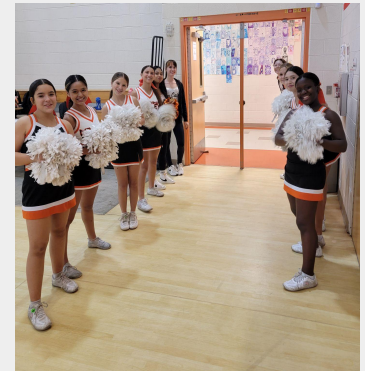
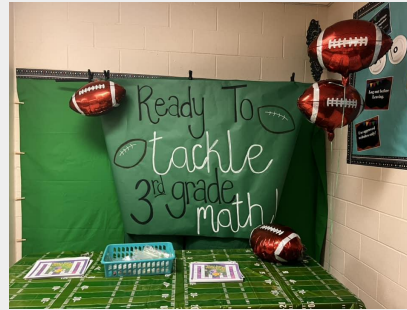


Mrs. Denise Robertson, 2nd grade teacher at LaCoste ES, received the KENS 5 EXCEL Award and a \$1,000 check from Credit Human. Her dedication to education is deserving of this recognition!



Mrs. Pickering at MVHS was selected as a 2023 AGS Geography Teacher Fellow by the American Geographical Society! <sup>39</sup>

# Night of Family Learning



LaCoste ES hosted their first family event of the year where students, parents and community members participated in Reading, Math and Science themed games, activities and stations.



## **Legislative update**

# DISTRICT ENROLLMENT

|                             | 5/25/23      | 10/13/23     |
|-----------------------------|--------------|--------------|
| Castroville Elementary      | 646          | 629          |
| LaCoste Elementary          | 771          | 873          |
| Ladera Elementary           | 778          | 874          |
| Luckey Ranch Elementary     | 892          | 983          |
| Potranco Elementary         | 899          | 889          |
| Medina Valley Middle School | 1,051        | 1,074        |
| Loma Alta Middle School     | 801          | 914          |
| Medina Valley High School   | 2,113        | 2,408        |
| <b>DISTRICT-WIDE</b>        | <b>7,951</b> | <b>8,644</b> |

NAMING FACILITIES

CW  
(LOCAL)

The responsibility for naming facilities shall rest with the Board.

The Board shall publicly announce its intent to name a new school. The announcement shall provide notice of an opportunity for the community to submit nominations for school names. Nominations shall be submitted on a form provided by the District. Students, staff, and community members may submit nominations.

**Guidelines**

The following guidelines shall be used when naming school facilities:

Naming Elementary Campuses

Consideration shall be given to naming elementary schools after the area, road, or subdivision in which they are located. Elementary schools shall not be named for individuals.

Naming Middle and High School Campuses

Consideration shall be given to naming middle and high schools to reflect the local heritage, or historical significance, of the school site. All middle and high school names shall begin with "Medina Valley." Middle schools and high schools shall not be named for individuals.

Naming Specific Buildings or Facilities on a Campus

Classroom buildings that are part of a campus shall not be assigned separate names.  
Requests to name specific facilities on a campus (e.g., libraries, band halls, courtyards, amphitheaters, athletic facilities, and the like) shall be considered on a case-by-case basis. Names previously assigned to such facilities shall remain in use.

**Committee Membership**

The Superintendent may form a committee composed of Board members, administrators, staff, and community members to review proposed names and forward a recommendation to the Superintendent.

**Public Dedication**

A new school building or major addition to a facility shall be dedicated in a public formal ceremony. There shall be a program or open house to which the Board, students, parents, staff, and community members are invited. All plans for the public formal opening of a school shall be made in cooperation with the principal.

**Dedication Plaque**

A dedication plaque shall include the following information:

1. The name of the facility;
2. The year it was completed;
3. The names of the members of the Board at the time the contract for the facility was awarded and at the time of dedication of the facility;

NAMING FACILITIES

CW  
(LOCAL)

4. The name of the Superintendent at the time the contract for the facility was awarded and at the time of dedication of the facility;
5. The name of the architect or engineer; and
6. The name of the contractor.

The plaque may include information regarding the city and state. No other information may be included in dedication plaques without Board approval.

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

Board Minutes

September 25, 2023, 6:00 PM

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

A **Regular Board Meeting** of the Board of Trustees was held Monday, September 25, 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, Jennilea Campbell, Matt Castiglione, Jason Bonney, Blane Nash and Beth Zinsmeyer.

Veronica Cavazos and Nathan Fillinger 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. Student/Staff Recognition**

**A Texas State Board of Education "Student Hero Award" recipient: Manny Ramirez**

**B Star Students - Potranco Elementary**

**C Above & Beyond Service Staff Recognition - Potranco Elementary**

**III. Public Comment - none**

**IV. Closed Session**

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 551.071 Consultation with Attorney regarding legal issues related to a Level Three Complaint grievance, the Board of Trustees convened into a closed meeting at 6:13pm.

**A Consultation with Attorney regarding Legal Issues related to a Level Three Grievance (TX Govt. Code Section 551.071) by telephone**

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

**1 Level Three Grievance filed by Timothy Macmenamin and Raney Delp**

Board President Beth Zinsmeyer announced that the Board would reconvene into Open Session on September 25, 2023 at 7:10 pm.

**V. Discussion and Possible Action Items**

**A Consider and take possible action regarding Level Three Grievance of Timothy Macmenamin and Raney Delp**

Matt Castiglione made a Motion, seconded by Jason Bonney, to grant in part and deny in part. Providing District Procedures as requested and denying the remaining requests.

All of the Board Members voted for and the Motion passed.

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

Board Minutes

September 25, 2023, 6:00 PM

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

**VI. Announcements/Communications/Presentations**

- A District Branding Update, presented by Selena Viera
- B Construction Briefing, presented by Rafael Barajas
- C Financial Briefing, presented by JC Zamora
- D Superintendent Briefing, presented by Dr. Caloss
- E Board Committee Reports
  - Finance & Operations Committee, presented by Matt Castiglione, Committee Chair
  - Construction Committee, presented by Blane Nash, Committee Chair
  - Branding Committee, presented by Jennilea Campbell, Committee Chair

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

A Consent Agenda Items

- 1 Minutes of Regular Board Meeting on August 28, 2023 and Special Meeting on September 13, 2023

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

B Consider Agreement with Corgan Inc. for District Long Range Master Planning and Facilities Assessment Services

Blane Nash made a Motion, seconded by Jason Bonney, to approve the Agreement with Corgan Inc. for District Long Range Master Planning and Facilities Assessment Services as presented. All of the Board Members voted for and the Motion passed.

C Consider Award of General Contractor for the Medina Valley Middle School Traffic Improvement Project and Delegate Authority to the Superintendent to Negotiate and Execute the Final Contract

Blane Nash made a Motion, seconded by Matt Castiglione, to Award WR Griggs as the General Contractor for the Medina Valley Middle School Traffic Improvement Project and Delegate Authority to the Superintendent to Negotiate and Execute the Final Contract. All of the Board Members voted for and the Motion passed.

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

Board Minutes

September 25, 2023, 6:00 PM

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

D Consider Final Completion and Payment for Safety Project at Potranco Elementary  
Jason Bonney made a Motion, seconded by Matt Castiglione, to approve the Final Completion and Payment for the Safety Project at Potranco Elementary as presented. All of the Board Members voted for and the Motion passed.

E Consider Legal Services Contract for General Legal Counsel Services with J. Cruz & Associates, LLC

Jason Bonney made a Motion, seconded by Jennilea Campbell, to approve the Legal Services Contract for General Legal Counsel with J. Cruz & Associates, LLC as presented. All of the Board Members voted for and the Motion passed.

F Consider Nomination Resolution for the Two year Term on the Medina County Appraisal District Board of Directors

Board President Beth Zinsmeyer announced that this Item will be heard at a Future Meeting.

G Consider Interlocal Agreement with The Alliance for Community Solutions Ltd. (ACS)

Matt Castiglione made a Motion, seconded by Jason Bonney, to approve the Interlocal Agreement with The Alliance for Community Solutions Ltd. as presented. All of the Board Members voted for and the Motion passed.

H Consider Revisions and Additions to the 2023-2024 Compensation Plan

Matt Castiglione made a Motion, seconded by Jennilea Campbell, to approve the Revisions and Additions to the 2023-2024 Compensation Plan as presented. All of the Board Members voted for and the Motion passed.

I Consider Budget Amendment

Jason Bonney 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.

J Consider Agreement for Brokerage Services with TCG Advisory Services

Blane Nash made a Motion, seconded by Jason Bonney, to select TCG Advisory Services as the most highly qualified broker for brokerage services for the District based on demonstrated competence and qualifications, authorize the Superintendent to negotiate a contract at a fair and reasonable price, and further authorize the Superintendent to execute the contract on behalf of the District as presented. All of the Board Members voted for and the Motion passed.

K Consider a Resolution of Self-Certification of Increased Micro-Purchase Threshold

Blane Nash made a Motion, seconded by Matt Castiglione, to adopt the Resolution of Self-Certification of Increased Micro-Purchase Threshold as presented. All of the Board Members voted for and the Motion passed.

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

Board Minutes

September 25, 2023, 6:00 PM

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

**VIII. Closed Session**

Board President, Beth Zinsmeyer announced that in accordance with the Texas Open Meetings Act, under the exceptions noted in TX Govt. Code 551.072 Deliberation Regarding Real Property, and TX Govt. Code Section 551.076 Considering the deployment, specific occasions for, or implementation of, security personnel or devices, TX Govt. Code Section 551.074, Personnel Matters, the Board of Trustees would convene into a closed meeting at 8:09 pm.

- A Personnel Matters (TX Govt. Code Section 551.074)
- B Considering the deployment, specific occasions for, or implementation of, security personnel or devices (TX Govt. Code Section 551.076)
- 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 September 25, 2023 at 9:26 pm.

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

- A Consider Safety Purchase as presented in Closed Session

Matt Castiglione made a Motion, seconded by Jason Bonney, to approve the Safety Purchases as presented in Closed Session. All of the Board Members voted for and the Motion passed.

- B Consideration of Future Meeting Dates

Special Board Meeting for September 27<sup>th</sup>, Special Board Meeting/Board Workshop for October 11<sup>th</sup>, Regular Board Meeting for October 23<sup>rd</sup>

**X. Adjournment**

Jason Bonney made a Motion, seconded by Matt Castiglione, to adjourn the Regular Board Meeting at 9:27pm on September 25, 2023. All of the Board Members voted for and the Motion passed.

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

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

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

**Medina Valley Independent School District**

Special Board Meeting Expressly for the Purpose of Considering the Use of Unspent 2019 Bond Proceeds

September 27, 2023, 6:00 PM

Medina Valley ISD Central Office Board Room

A Special Board Meeting Expressly for the Purpose of Considering the Use of Unspent 2019 Bond Proceeds of the Board of Trustees was held on Wednesday, September 27, 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 Special Board Meeting to order at 5:00 pm. A quorum of the Board Members were present, Jennilea Campbell, Matt Castiglione, Veronica Cavazos, Jason Bonney, 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. Discussion and Possible Action Items**

**A Consider Authorizing District Administration to Engage the Services of Moy Tarin Ramirez Engineers, LLC to Draft Plans to Turf the High School Football Field With Unspent 2019 Bond Funds (*Services of Engineer And New Turf of High School Football Field Was Not Part of the 2019 Bond Projects*)**

Matt Castiglione made a Motion, seconded by Nathan Fillinger, to authorize District Administration to engage the Services of Moy Tarin Ramirez Engineers, LLC to Draft Plans to Turf the High School Football Field with Unspent 2019 Bond Funds. A Roll Call vote was taken with the following results:

Nathan Fillinger voted for, Jason Bonney voted for, Jennilea Campbell voted for, Matt Castiglione voted for, Blane Nash voted for, Veronica Cavazos voted for, and Beth Zinsmeyer voted for. The Motion passed.

**IV. Adjournment**

Jason Bonney made a Motion, seconded by Veronica Cavazos, to adjourn the Special Board Meeting at 6:11 pm on September 27, 2023. All of the Board Members voted for and the Motion passed.

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

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

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

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

Board Minutes

October 11, 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 Wednesday, October 11, 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 Special Board Meeting to order at 6:00 pm. A quorum of the Board Members were present, Jennilea Campbell, Matt Castiglione, Veronica Cavazos, Jason Bonney, 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. Discussion and Possible Action Items**

**A Consider Nomination Resolution for the Two Year Term on the Medina County Appraisal District Board of Directors**

Matt Castiglione made a motion, seconded by Nathan Fillinger, to Nominate Cynthia Malone for the Two Year Term beginning January 2024 for the Medina County Appraisal District Board of Directors. All of the Board Members voted for and the Motion passed.

**B Elementary Attendance Zones**

Bob Templeton presented possible options related new Elementary Attendance Zones, to include the new Silos Elementary.

**IV. Team of 8 Workshop**

**V. Adjournment**

Jason Bonney made a Motion, seconded by Matt Castiglione, to adjourn the Special Board Meeting at 7:14 pm on October 11, 2023. All of the Board Members voted for and the Motion passed.

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

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

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

Medina Valley Independent School District

# District of Innovation Plan



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

## **Introduction**

A District of Innovation is a concept passed by the 84th Legislative Session in House Bill 1842, effective immediately, that gives traditional school districts most of the flexibilities available to Texas' open enrollment charter schools. Districts are eligible for designation if certain performance requirements are met and the district follows certain procedures for adoption as outlined in Statute. The designation provides the district will be exempt from certain sections of the TEC that inhibit the goals of the district as outlined in the locally adopted Innovation Plan. The term of the designation as a district of innovation may not exceed 5 years.

On December 16, 2019, the Medina Valley ISD Board of Trustees appointed a District of Innovation Committee comprised of administrators, board members, teachers, auxiliary staff, parents, and community members. The Committee sought input on the Plan from all stakeholders. The Committee met on the following dates, to discuss and draft the Local Innovation Plan: February 4, 2020; February 18, 2020; March 5, 2020. The Proposed Plan was posted on the district website, in a prominent location on March 30, 2020 and was posted until Board Adoption on May 28, 2020.

## **District of Innovation Committee**

|                      |                                |
|----------------------|--------------------------------|
| Mario De Leon        | MVISD Board of Trustees        |
| Darren Calvert       | MVISD Board of Trustees        |
| Jennilea Campbell    | MVISD Board of Trustees        |
| Dr. Kenneth Rohrbach | MVISD Superintendent           |
| Dr. Dwight McHazlett | MVISD Assistant Superintendent |
| Juan Zamora          | MVISD Assistant Superintendent |
| Natalie Benke        | MVISD Curriculum Director      |
| Travis Brown         | Medina Valley High School      |
| Dr. Keith Jones      | Medina Valley High School      |
| Stephanie Clark      | Medina Valley Middle School    |
| Veronica Herrera     | Medina Valley Middle School    |
| Annette Thoele       | Medina Valley Middle School    |
| Kristin Scheetz      | Medina Valley Middle School    |
| Kristan Groff        | LaCoste Elementary             |
| Lindsay Hartnett     | LaCoste Elementary             |
| Rebecca Ozuna        | Potranco Elementary            |
| Daniel Qualls        | Loma Alta Middle School        |
| Angela Grivich       | Loma Alta Middle School        |
| Jennifer Hickman     | Loma Alta Middle School        |
| Christy Ramirez      | Potranco Elementary            |
| Elsie Torres         | Potranco Elementary            |
| Dawn Groff           | Castroville Elementary         |
| Victoria Vielma      | Castroville Elementary         |
| Claire Tondre        | Castroville Elementary         |
| Betty Granger        | Luckey Ranch Elementary        |
| Mitch Cobb           | Calvary Friendship Church      |

|                         |   |
|-------------------------|---|
| James Mendoza           | Vista Community Church                                  |
| Gina Britt              | Camp Gladiator  |
| Cathy Tschirhart        | Broadway Bank   |
| Penny Robertson         | Parent  |
| Mica Carawan            | Parent  |
| Dulce Casarez           | Parent  |
| Erlinda Rodriguez       | Parent  |
| Carrie Calvert          | Parent  |
| David Orozo             | Parent  |
| Judy Grubbs             | Parent  |
| Gabriel Cary            | MVISD Director of Federal Programs                      |
| Tanner Lange            | Medina Valley High School Principal                     |
| Lesli Solis             | Medina Valley Middle School Principal                   |
| Roland Villanueva       | Medina Valley Middle School Asst. Principal             |
| Wendy Brewer            | Medina Valley Middle Counselor                          |
| Julie Center            | Loma Alta Middle School Principal                       |
| Elizabeth Vera          | LaCoste Elementary Principal                            |
| Ruth Bernard            | LaCoste Elementary Asst. Principal                      |
| Ken Center              | Castroville Elementary Principal                        |
| Katherine Perez         | Castroville Elementary Asst. Principal                  |
| Sandy Bermea            | Potranco Elementary Principal                           |
| Audrey White            | Potranco Elementary Asst. Principal                     |
| Georgia Neuman          | Luckey Ranch Principal                                  |
| Emily Perez             | MVISD Social Worker                                     |
| Stefanie Keller-Perkins | MVISD Director of Special Programs                      |
| Christine Orozco        | Federal Programs Parent & Family Engagement Coordinator |
| Debra Keller            | MVISD Director of CTE                                   |

**TERM**

The term of the Plan is for five years, beginning with the 2020-2021 school year, after the Texas Commissioner of Education is notified that the Innovation Plan has been approved by the Board of Trustees and ending at the end of the 2024-2025 school year, unless terminated or amended earlier by the Board of Trustees in accordance with the law. An ad-hoc committee appointed by the MVISD Local District of Innovation Planning Committee will annually review and monitor the effectiveness of the Plan and recommend to the Board any suggested modifications to the Plan.

## **Medina Valley ISD Shared Vision**

### **Our Students will:**

- Be passionate and responsible in their learning and in life
- Be well-rounded emotionally, socially, and academically
- Demonstrate strong values and pride through their actions and beliefs
- Follow an educational path that allows them to explore academic and/or vocational career possibilities
- Be equipped with the necessary skills, knowledge, and resources for their future
- Contribute positively as members of our community and society

### **Our learning environment will provide:**

- State-of-the-art and relevant technology and facilities
- Consistent and effective communication between the home, school, and district
- Classroom experiences focused on student engagement and learning
- Opportunities for parents and staff to work together for student success
- A staff that is highly qualified, valued, and offered ongoing opportunities for growth
- Settings that are both physically and emotionally safe

### **Our district and community will work together to:**

- Provide real-life learning opportunities to prepare students for the workforce
- Encourage and provide parental involvement and engagement to support the learning environment
- Provide a variety of educational programs with appropriate curriculum
- Support a growing and diverse population
- Build partnerships that are mutually beneficial

## **Medina Valley ISD Mission Statement**

Medina Valley Independent School District will provide its students with a superior and diverse education that inspires excellence, promotes accountability and values, and encourages all students to achieve their highest potential.

## **Medina Valley ISD Strategic Goals**

### Growth

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

### Funding

- ☐ Ensures proper allocation of funds to support all areas of the district.

### Class/Course Offerings

- ☐ Provides a variety of academic and extracurricular activities that promote well-rounded, career-minded students.

### Communication/Involvement

- ☐ Fosters an environment of parental and community involvement through open communication.

### Technology

- ☐ Provides relevant and reliable technology for staff, students, and guests.

### Facilities/Infrastructure

- ☐ Provides and maintains appropriate facilities for district programs.

### Legislative

- ☐ Exceeds federal/state/local legislative requirements to develop an educational journey for each student's interests and success.

### Staffing

- ☐ Recruits and retains quality staff while offering professional development and leadership opportunities.

## **Medina Valley ISD Core Beliefs**

Medina Valley ISD, in partnership with the Medina Valley Community, believes that:

- Education and student success are the shared responsibility of the home, school, and community.
- All students and staff are entitled to an emotionally and physically safe environment.
- Access to and responsible use of current technology is essential.
- Students with pride and respect for the school have a greater commitment to achieving their highest potential.
- All students are responsible for their choices, actions, and learning.
- All decisions will be based on students' needs with their best interest in mind.
- All students have the ability to learn.
- All students will receive a challenging, balanced, and well-rounded education.
- The diversity of our students fosters experiences that teach them to value and respect the differences of others.
- All students will be encouraged and challenged to be self-directed, critical thinkers and life-long learners.
- A quality education addresses all students' academic, social, and emotional needs.
- All electives and extracurricular activities enhance academic skills and are critical to a well-rounded education.

# **Requested Exemptions**

## **School Start Date**

### **Current Statute**

*TEC §25.0811. FIRST DAY OF INSTRUCTION. (a) Except as provided by this section, a school district may not begin instruction for students for a school year before the fourth Monday in August. A school district may:*

*(1) begin instruction for students for a school year before the fourth Monday in August if the district operates a year-round system under Section 25.084; or (2) begin instruction for students for a school year on or after the first Monday in August at a campus or at not more than 20 percent of the campuses in the district if:*

*(A) the district has a student enrollment of 190,000 or more;*

*(B) the district at the beginning of the school year provides, financed with local funds, days of instruction for students at the campus or at each of the multiple campuses, in addition to the minimum number of days of instruction required under Section 25.081;*

*(C) the campus or each of the multiple campuses are undergoing comprehensive reform, as determined by the board of trustees of the district; and*

*(D) a majority of the students at the campus or at each of the multiple campuses are educationally disadvantaged.*

Current statute requires that students may not start school prior to the 4<sup>th</sup> Monday in August. This may not be changed under the current waiver rules.

### **Proposed Flexibility**

This flexibility would allow the district to determine annually the school start date that best fits the needs of our students and community. Moving the start date earlier than the 4<sup>th</sup> Monday in August will allow for a balance in instructional time between the two semesters.

### **Parameters**

**None** (previously stated that we would not start before the 3rd Monday; need additional flexibility to be able to end school before June.)

## **Class Size Ratio**

### **Current Statute(s)**

#### *TEC §25.112. CLASS SIZE.*

- (a) Except as otherwise authorized by this section, a school district may not enroll more than 22 students in a kindergarten, first, second, third, or fourth grade class. That limitation does not apply during:*
- (1) any 12-week period of the school year selected by the district, in the case of a district whose average daily attendance is adjusted under Section 48.005(c); or*
  - (2) the last 12 weeks of any school year in the case of any other district.*
- (b) Not later than the 30th day after the first day of the 12-week period for which a district whose average daily attendance is adjusted under Section 48.005(c) is claiming an exemption under Subsection (a), the district shall notify the commissioner in writing that the district is claiming an exemption for the period stated in the notice.*
- (c) In determining the number of students to enroll in any class, a school district shall consider the subject to be taught, the teaching methodology to be used, and any need for individual instruction.*
- (d) On application of a school district, the commissioner may except the district from the limit in Subsection (a) if the commissioner finds the limit works an undue hardship on the district. An exception expires at the end of the school year for which it is granted.*
- (e) A school district seeking an exception under Subsection (d) shall notify the commissioner and apply for the exception not later than the later of:*
- (1) October 1; or*
  - (2) the 30th day after the first school day the district exceeds the limit in Subsection (a).*
- (f) If a school district repeatedly fails to comply with this section, the commissioner may take any appropriate action authorized to be taken by the commissioner under Section 39.131.*

#### *TEC §25.113. NOTICE OF CLASS SIZE.*

- (a) A campus or district that is granted an exception under Section 25.112(d) from class size limits shall provide written notice of the exception to the parent of or person standing in parental relation to each student affected by the exception. The notice must be in conspicuous bold or underlined print and:*
- (1) specify the class for which an exception from the limit imposed by Section 25.112(a) was granted;*
  - (2) state the number of children in the class for which the exception was granted;*
- and*
- (3) be included in a regular mailing or other communication from the campus or district, such as information sent home with students.*
- (b) The notice required by Subsection (a) must be provided not later than the 31st day after:*
- (1) the first day of the school year; or*
  - (2) the date the exception is granted, if the exception is granted after the beginning of the school year.*

Current statute requires that Kindergarten thru 4<sup>th</sup> grade classes are kept at a maximum student to teacher ratio of 22:1. The district must complete a waiver with the Texas Education Agency whenever this ratio is exceeded. These waivers are automatically accepted by TEA. In addition to filing a waiver with TEA, the District is required to send home a letter to each parent in the classroom that exceeds the 22:1 ratio, informing the parents that the waiver has been submitted. Many times, the ratio has been restored back to 22:1 or less prior to the parent actually receiving the letter.

### **Proposed Flexibility**

Due to the rapid growth of our district, situations arise during the school year where a class may have more than 22 students in a class. The district has always corrected that situation as quickly as possible. However, depending on when this happens during the school year, it can sometimes be difficult to find a qualified teacher in order to add an additional classroom to return classes back below the 22:1 ratio. In the event the class size exceeds the 22:1 ratio for Kindergarten – 4th grade classes, a TEA waiver will not be necessary, but the superintendent will report to the Board of Trustees for approval. This exemption only allows MVISD the local control over class size ratios, not a disregard for the intent of the ratio requirements.

### **Parameters**

At no time will a K – 4 class have an enrollment of more than 25 students without Board approval. MVISD will continue to staff all Kindergarten through fourth grade classrooms at a student to teacher ratio of 22 to 1 and cap the ratio at 23 to 1. MVISD wishes to calculate an average across the district specific to each grade level Kindergarten through 4th grade with a ratio of 22 to 1; with no class ever exceeding 23. However, should ratios ever exceed the cap of 24 to 1, notification letters would immediately be mailed home to parents.

## **Teacher Certification**

### **Current Statute(s)**

*TEC §21.003(a) states that a person may not be employed as a teacher by a school district unless the person holds an appropriate certificate or permit issued by the appropriate state agency. In the event a district cannot locate a certified teacher for a position or a teacher is teaching a subject outside of their certification, the district must request emergency certification from the Texas Education Agency and/or State Board of Educator Certification. This system is burdensome and does not take into account the unique financial and/or instructional needs of the district.*

*TEC §21.053 requires a teacher to present his or her certificate to the District before their employment contract will be binding, and prohibits the District from paying an educator or teacher if the educator does not hold a valid certificate at the time.*

*TEC §21.057 requires that the District provide written notice to parents if an inappropriately certified or uncertified teacher is assigned to a classroom for more than 30 consecutive instructional days.*

**Proposed Flexibility**

The district will maintain its current expectations for employee certification and will make every attempt to hire individuals with appropriate certifications for the position in question. However, when that is not reasonably possible, the district will have the flexibility to hire individuals who are knowledgeable in the area and equipped to effectively perform the duties of the position in question. Medina Valley ISD would like the ability to locally certify teachers in areas of high demand, to better meet the educational needs of our students. These areas would include, but are not limited to CTE and languages other than English. Teachers with industry certifications and native speakers with qualified experience could be eligible to teach a course through a local teaching certification. Local certification of teachers in non-core subject areas must also be approved by the Medina Valley ISD Board of Trustees. This proposal does not include core subject area certifications. This process will allow more flexibility in our scheduling, and provide more options for our students in class offerings leading to industry recognized certifications.

**Parameters**

District of Innovation

**HIRING GUIDELINES FOR CAREER & TECHNICAL EDUCATION TEACHERS**

| Career Cluster  | Qualifications  |
|---|---|
| <ul style="list-style-type: none"> <li>• Agriculture, Food &amp; Natural Resources</li> <li>• Architecture &amp; Construction</li> <li>• Arts, A/V Technology &amp; Communications</li> <li>• Business Management &amp; Administration</li> <li>• Finance</li> <li>• Government &amp; Public Relations</li> <li>• Health Science</li> <li>• Hospitality &amp; Tourism</li> <li>• Human Services</li> <li>• Information Technology</li> <li>• Law, Public Safety &amp; Security</li> <li>• Manufacturing</li> <li>• Marketing</li> <li>• STEM</li> <li>• Transportation, Distribution &amp; Warehousing</li> </ul> | <p><b>Preferred:</b></p> <ul style="list-style-type: none"> <li>• <b>Teaching credentials as defined by TEA</b></li> </ul> <p>Required:</p> <ul style="list-style-type: none"> <li>• Minimum 2 years of applicable industry experience within the past 10 years</li> </ul> <p style="text-align: center;">or</p> <ul style="list-style-type: none"> <li>• 1 year of applicable industry experience within the past 10 years plus an Associate degree or higher</li> </ul> <p style="text-align: center;">or</p> <ul style="list-style-type: none"> <li>• 1 year of applicable industry experience within the past 10 years plus an industry license or certification</li> </ul> <p>Upon employment:</p> <ul style="list-style-type: none"> <li>• All positions must acquire industry certification or licensure as associated with program area within three years of employment</li> <li>• All positions must actively participate in MVISD provided new teacher training</li> </ul> |
| <ul style="list-style-type: none"> <li>• Education &amp; Training</li> </ul>  | Teaching certification as defined by TEA  |

Teachers employed through this exemption will participate in the following required professional development sessions:

- Instructional Technology applications
- Instruction of students with disabilities
- Gifted and Talented Education
- Conflict resolution, and discipline strategies, including classroom management,
- District discipline policies, and the Student Code of Conduct
- Preventing, identifying, responding to, and reporting incidents of bullying.
- Suicide Prevention
- Awareness of issues regarding sexual abuse, sex trafficking, and other maltreatment of children

## **Transfer Students**

### **Current Statute(s)**

*TEC §25.036. TRANSFER OF STUDENT.*

*(a) Any child, other than a high school graduate, who is younger than 21 years of age and eligible for enrollment on September 1 of any school year may transfer annually from the child's school district of residence to another district in this state if both the receiving district and the applicant parent or guardian or person having lawful control of the child jointly approve and timely agree in writing to the transfer.*

**Note Board Policy Change Needed to Implement:** *FDA (Local) A nonresident student wishing to transfer into the District shall file an application for transfer each school year with the Superintendent or designee. Transfers shall be granted for one regular school year at a time.*

### **Proposed Flexibility**

Medina Valley ISD limits non-resident transfer students to those students who are children of employees, or those students who were approved transfers prior to January 2016. As per TEC §25.036, the district only reviews transfer eligibility of current transfer students at the end of the academic year. If a student has not met the district expectations for attendance, discipline, and or academic achievement, the transfer is revoked at that time.

This flexibility will allow the District to revoke the transfer of any student at any time during the academic year. Board policy gives authority to the Superintendent to approve, deny, or revoke transfers.

## **Group Health Insurance Coverage**

### **Current Statute(s)**

*TEC §22.004. GROUP HEALTH BENEFITS FOR SCHOOL EMPLOYEES.*

*(a) A district shall participate in the uniform group coverage program established under Chapter 1579, Insurance Code, as provided by Subchapter D of that chapter.*

*(b) A district that does not participate in the program described by Subsection (a) shall make available to its employees group health coverage provided by a risk pool established by one or more school districts under Chapter 172, Local Government Code, or under a policy of insurance or group contract issued by an insurer, a company subject to Chapter 842, Insurance Code, or a health maintenance organization under Chapter 843, Insurance Code. The coverage must meet the substantive coverage requirements of Chapter 1251, Subchapter A, Chapter 1364, and Subchapter A, Chapter 1366, Insurance Code, and any other law applicable to group health insurance policies or contracts issued in this state. The coverage must include major medical treatment but may exclude experimental procedures. In this subsection, "major medical treatment" means a medical, surgical, or diagnostic procedure for illness or injury. The coverage may include managed care or preventive care and must be comparable to the basic health coverage provided under Chapter 1551, Insurance Code. The following factors shall be*

*considered in determining whether the district's coverage is comparable to the basic health coverage specified by this subsection:*

*(i) Notwithstanding any other provision of this section, a district participating in the uniform group coverage program established under Chapter 1579, Insurance Code, may not make group health coverage available to its employees under this section after the date on which the program of coverages provided under Chapter 1579, Insurance Code, is implemented.*

### **Proposed Flexibility**

The current process allows no flexibility in the design of group health insurance benefits to fit the needs of all Medina Valley ISD employees. This provision also prohibits the District from procuring group health insurance benefits that may provide better coverage for its employees and, potentially, at a lower cost. This provision is in direct contradiction to the wishes of the local Board of Trustees who represent community interests in this matter. This flexibility will allow MVISD to pursue procurement of group health insurance benefits to potentially provide better coverage and lower costs for employees.

## **POST-SECONDARY ASSESSMENT INSTRUMENTS**

### **Current Statute**

*TEC 39.0238. ADOPTION AND ADMINISTRATION OF POSTSECONDARY READINESS ASSESSMENT INSTRUMENTS.*

- (a) In addition to other assessment instruments adopted and developed under this subchapter, the agency shall adopt or develop appropriate postsecondary readiness assessment instruments for Algebra II and English III that a school district may administer at the district 's option.*
- (b) To the extent practicable, the agency shall ensure that each postsecondary readiness assessment instrument:*
- (1) assesses essential knowledge and skills and growth;*
  - (2) is developed in a manner that measures a student 's performance under the college readiness standards established under Section 28.008; and*
  - (3) is validated by national postsecondary education experts for college readiness content and performance standards.*
- (c) In adopting a schedule for the administration of postsecondary readiness assessment instruments under this section, the State Board of Education shall require the annual administration of the postsecondary readiness assessment instruments to occur not earlier than the second full week in May.*
- (d) The agency shall adopt a policy requiring each school district that elects to administer postsecondary readiness assessment instruments under Subsection (a) to annually:*

- (1) administer the applicable postsecondary readiness assessment instrument **to each** student enrolled in a course for which a postsecondary readiness assessment instrument is adopted or developed under Subsection (a), including applied Algebra II; and*
- (2) report the results of the postsecondary readiness assessment instruments to the agency.*

**Proposed Flexibility**

Medina Valley ISD believes school district leadership should decide which students should take the Algebra II End of Course Assessment. MVISD will use the Texas Success Initiative Assessment (TSIA) to measure Postsecondary Readiness. By claiming exemption from Sec. 39.0238, Medina Valley ISD would allow only those students who failed to meet College/Postsecondary Readiness through the Texas Success Initiative Assessment (TSIA) to take the Algebra II End of Course Assessment. This exemption would help avoid “over-testing” students that have already met College/Postsecondary Readiness through the Texas Success Initiative Assessment (TSIA).

## **MANAGED SECURITY SERVICES TERMS AND CONDITIONS**

This agreement is part of and incorporated within the Interagency/Interlocal Contract ("Contract") that has been entered into by the contracting parties. DIR Customer acknowledges and agrees that this Contract is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

DIR Customer agrees to the following conditions for receiving Managed Security Services:

### **1. Conditions for Providing Security Services**

#### **1.1 Access**

DIR and/or Service Component Provider (SCP) shall use the Internet for primary access to DIR Customer's systems unless otherwise noted and agreed upon. DIR Customer shall not employ special access restrictions against DIR and/or Service Component Provider that it does not apply to the rest of the public network over the course of regular business.

#### **1.2 Network Control**

DIR Customer must inform DIR if DIR Customer does not control its network access and/or its Internet service is provided via a third party. DIR Customer is responsible for obtaining all necessary approvals. DIR Customer shall provide all necessary contact information for the third parties that control its network access, Internet service, and/or web applications. DIR Customer's emergency contact list shall include primary and secondary staff capable of administering DIR Customer computer systems specific to the type of services being requested or required.

#### **1.3 Disclosure of Objectionable Material**

In conducting the services authorized by DIR Customer, DIR may inadvertently uncover obscene, excessively violent, harassing, or otherwise objectionable material that may violate State or Federal law, including material that may infringe the intellectual property of a third party on DIR Customer devices or networks. DIR shall notify DIR Customer's Executive Director or highest level executive of the existence of all such objectionable and/or potentially illicit material so that DIR Customer may deal with the objectionable and/or potentially illicit material as it deems appropriate.

If DIR accesses child pornography, as defined in the Child Sexual Exploitation and Pornography Act, 18 U.S.C., Chapter 110, in conducting approved Services, DIR shall report such to DIR Customer's Executive Director or highest level executive and an appropriate law enforcement agency and provide the law enforcement agency access to the visual depictions of child pornography.

If DIR accesses information that they perceive as a serious threat to human life or safety in conducting the approved Services, DIR shall report such threat to an appropriate law enforcement agency and DIR Customer's Executive Director or highest-level executive.

#### **1.4 No Warranties and Limitation of Liability**

DIR makes no representation or warranty that its security services will disclose, identify, or prevent all vulnerabilities. DIR hereby disclaims all warranties, both express and implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. In no event shall DIR be liable for damages of any kind or nature that may arise from the services provided by DIR or DIR's Service Component Provider or Service Provider.

## **1.5 Service Interruption**

DIR will endeavor not to disrupt DIR Customer's services and to adhere to best practices for all work performed. However, tools or services may affect the serviceability of poorly configured or overextended systems or services. It is possible that control of DIR Customer's system may be lost. For any testing that DIR may be conducting, DIR endeavors to use the safest methods to compromise DIR Customer's systems; however, DIR Customer should be prepared to restore a damaged system from a recent, acceptable backup within an acceptable time as determined by DIR Customer. During any testing DIR may conduct, DIR will NOT conduct any deliberate Denial-of-Service attack. DIR Customer agrees not to hold DIR liable in the event of any service interruption(s) that may arise as a result of performance of any Services. If either party becomes aware of a service interruption, that party will notify the other party's emergency contact.

## **1.6 Termination of Services**

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant DIR Shared Services Contract, SMM, or other DIR Customer approved terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

## **2. DIR and DIR Customer Responsibilities**

### **2.1 DIR Customer agrees as follows to the extent assessment Services are requested or required:**

- a) DIR Customer responses to information requests and artifacts gathering pertinent to this security and risk assessment will be timely;
- b) The artifacts data are reasonably available via interviews and documents review;
- c) DIR Customer will make available the necessary Subject Matter Expert (SME) with required expertise to work with the SCP Assessment Team and will remain available thru the duration of the assessment;
- d) DIR Customer SME will be available when required for interaction with the SCP Assessment Team and that all the interviews will be conducted over the number of consecutive days as established during the project planning and scheduling phase;
- e) DIR Customer is responsible for the coordination and scheduling of resources and providing meeting facilities as necessary;
- f) Deliverables will be complete when DIR Customer has approved in writing that the deliverable meets the acceptance criteria;
- g) All document deliverables must be in formats (hard copy and/or electronic) as specified by DIR Customer. At a minimum, the formats must be in industry-accepted standards (e.g., MS Word, MS PowerPoint MS Project);
- h) DIR Customer will assist with meeting coordination for meetings between DIR Customer Key Personnel and DIR and the Service Provider and other staff to gather requirements and other activities;
- i) DIR may receive final copies of reports if DIR is paying for the assessment.

## **2.2 Penetration Testing**

**2.2.1 DIR Customer agrees as follows to the extent penetration testing (“PT”) is requested or required:**

- a) SCP may conduct a passive scan to determine the number of live IPs within the Customer designated IP range.
- b) DIR Customer shall not intentionally place an unsecured system or device in the test scope.
- c) If DIR Customer detects SCP testing activities, DIR Customer technical staff shall follow standard operating procedures and policies.

## **2.3 DIR Customer Compliance**

DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM(s) and as provided by DIR.

**INTERLOCAL CONTRACT  
BETWEEN  
THE DEPARTMENT OF INFORMATION RESOURCES  
AND  
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT  
RELATING TO THE USE OF THE DIR SHARED SERVICES MASTER SERVICE  
AGREEMENTS**

This Interlocal Contract (“ILC” or “Contract”) is entered into by the governmental entities shown above as contracting parties (referred to individually as a “Party” and collectively as the “Parties”) pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. This ILC is created under the authority of and to give effect to the intent and purpose of Chapters 2054 and 2059 of the Texas Government Code.

The entity receiving services under the DIR Shared Services Contracts through this ILC is hereinafter referred to as the “Receiving Entity” or the “DIR Customer.”

This ILC authorizes DIR Customer to participate in the Department of Information Resources (“DIR” or “Performing Agency”) Shared Services Program. The DIR Shared Services Program includes contracts that have been competitively procured by DIR. All specific services and products are purchased through the DIR Shared Services Program contracts and subject to the processes and terms therein.

DIR’s Shared Services Program provides for a Multisourcing Service Integrator (MSI) service provider (“MSI SCP”) and various Service Component Providers (“SCP”). The Shared Services Master Service Agreements, as amended, are defined on the Shared Services web page on the DIR website (“DIR Shared Services Contracts”) and are incorporated herein. Unless otherwise referenced, the references to Exhibits and Attachments herein are references to Exhibits and Attachments of the DIR Shared Services Contracts.

DIR Customer acknowledges and agrees that this ILC is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

**SECTION I  
CONTRACTING PARTIES**

**DIR CUSTOMER:** Medina Valley Independent School District

**PERFORMING AGENCY:** Department of Information Resources

## **SECTION II STATEMENT OF SERVICES TO BE PERFORMED**

### **2.1 Effect of ILC and General Process**

The DIR Shared Services Program offers a variety of services and related support and products. The list of such services is provided through the DIR Shared Services Catalog and the DIR Shared Services portal. Further, SCPs may work with third-party vendors to provide additional services or products within the requirements of the relevant DIR Shared Services Contract.

This ILC describes the rights and responsibilities of the Parties relating to implementation, operation, maintenance, use, payment, and other associated issues by and between DIR Customer and DIR related to the Services to be provided through the DIR Shared Services Contracts. DIR Customer shall receive the Services described in the DIR Shared Services Contracts, subject to the terms of the relevant DIR Shared Services Contracts and this ILC. DIR Customer is only subject to those specific terms to the extent DIR Customer requests services or products through those specific DIR Shared Services Contracts. Each specific DIR Shared Services program also has program-specific terms and conditions. Upon DIR Customer's approval of such terms and conditions, the program-specific terms and conditions are incorporated automatically herein.

The details of specific processes and procedures are contained in the relevant Service Management Manual ("SMM"), developed by the MSI and/or SCPs, approved by DIR, and incorporated herein. The DIR Shared Services Contracts require the MSI and SCPs to develop appropriately documented policies, processes, and procedures and to provide training to DIR Customer personnel where required to ensure effective service interfaces, before approval and adoption of the SMM.

The terms of the relevant DIR Shared Services Contracts will apply to this ILC and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this ILC with no further action by the Parties. DIR shall keep DIR Customer generally informed of such amendments and provide the opportunity to provide input to DIR through the Shared Services portal as well as the DIR Shared Services Program Governance structure described below.

### **2.2 DIR Shared Services Program Process**

To obtain Services, DIR Customer shall either order services directly through the MSI Marketplace portal where certain services and pricing are established or request certain services and products through the Request for Services process. This process is detailed in the relevant SMM for each SCP. As part of the response to a Request for Service, DIR Customer will receive a proposal, including the proposed solution or service, estimated cost or other financial obligations, if any, and any other relevant program-specific terms and conditions related to the services provided for in response to the Request for Service.

DIR Customer may accept or decline those terms and services at that time. The final DIR Customer approved technical solution, financial solution, and related terms are contractually binding terms that incorporate the terms of this ILC and the relevant Shared Services Contract(s). The program-specific terms and all other service/solution related terms and conditions are incorporated herein automatically upon DIR Customer's approval of such terms and conditions. Later termination of a Service or solution after an original approval or any pre-payment, may result in additional cost to the DIR Customer and may not allow for any refund of payments already made.

### **2.3 Change Orders and Change Control**

In accordance with the relevant SMM and Shared Services Contract requirements, DIR Customer will coordinate with the MSI and/or SCP for all change requests. Change Control processes and authority may vary between DIR Shared Services Contracts as it relates to the rights of Customers to request changes. Further, Change Control does not allow DIR Customers to alter terms and conditions of the DIR Shared Services Contracts.

## **SECTION III DIR CUSTOMER PARTICIPATION**

### **3.1 General Shared Services Governance**

Governance of the DIR Shared Services Program is based on an owner-operator approach in which DIR Customers, in the role of operator, actively work with all SCPs to resolve local operational issues and participate in committees to address enterprise matters. Enterprise-level decisions, DIR Customer issues, and resolution of escalated DIR Customer-specific issues are carried out by standing governance committees, organized by subject area and comprised of representatives from DIR Customers, DIR management, SCP management, MSI management, and subject-matter experts. DIR Customers are structured into partner groups that select representatives to participate in these committees. DIR Customer shall participate within this Governance structure as described above and within the relevant SMM(s) ("Shared Services Governance").

### **3.2 DIR Customer and SCP Interaction and Issue Escalation**

In accordance with the relevant SMM(s), DIR Customer shall interface with SCPs on the performance of "day-to-day" operations, including work practices requiring SCP and DIR Customer interaction, issues resolution, training, planning/coordination, and "sign-off." All issues are intended to be resolved at the lowest level possible. In those instances where it becomes necessary, the following escalation path is utilized. If DIR Customer is not able to resolve an issue directly with SCP staff, DIR customer escalates the issue to SCP management. If the issue cannot be resolved by SCP management, DIR Customer escalates to DIR. If the issue cannot be resolved by DIR, DIR Customer escalates to the appropriate DIR Shared Services Program Governance committee.

### **3.3 DIR Customer Specific Laws**

Per the Compliance with Laws section of the DIR Shared Services Contracts, DIR Customer shall notify DIR, in writing, of all DIR Customer-specific laws (“DIR Customer-Specific Laws”), other than SCP Laws, that pertain to any part of DIR Customer’s business that is supported by SCPs under the DIR Shared Services Contracts, and DIR will notify SCPs, in writing, of such DIR Customer-Specific Laws. The Parties intend that such DIR Customer-Specific Laws will be identified and included in the portion of the SMM specific to DIR Customer. DIR Customer shall use commercially reasonable efforts to notify DIR, in writing, of any changes to DIR Customer-Specific Laws that may, in any way, impact the performance, provision, receipt and use of Services under the DIR Shared Services Contracts. DIR shall advise SCPs of such change and require that any changes to DIR Customer-Specific Laws are identified and included in the SMM. If necessary to facilitate DIR compliance with the requirements of the DIR Shared Services Contracts, DIR Customer shall provide written interpretation to DIR of any DIR Customer-Specific Law.

### **3.4 DIR Customer responsibilities**

Where appropriate, DIR Customer shall support the following:

- (a) Software currency standards are established for the Shared Services environment through the owner operator governance model. DIR Customers will be engaged in approval of these standards and the development of technology roadmaps that employ these software currency standards. DIR Customers are expected to remediate applications in order to comply with the standards
- (b) Technology standards (e.g. server naming standards, reference hardware architectures, operating system platforms) are established through Shared Services Governance. DIR Customers will adhere to these standards. Any exceptions will follow governance request processes.
- (c) DIR Customer shall ensure network connectivity and sufficient bandwidth to meet DIR Customer’s needs.
- (d) DIR Customers will collaborate with SCPs to establish and leverage standard, regular change windows to support changes to enterprise systems. These change windows will be constructed to support varying degrees of service impact, from planned down-time to no service impact. Standard enterprise changes during these windows may affect all systems in one or more of the consolidated data centers simultaneously.
- (e) DIR Customers will support the consolidation of commodity services into shared enterprise solutions that leverage common management and configuration practices delivered by the service providers. Examples of such commodity services are SMTP mail relay and DNS management.

- (f) DIR Customers will support and align with standard enterprise Service Responsibilities Matrixes and associated processes for obtaining an exception or making improvements to the standard enterprise Service Responsibility Matrixes.

### **3.5 DIR Customer Equipment and Facilities**

Any use by SCPs of DIR Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

DIR Customer will retain ownership of DIR Customer Equipment. DIR Customer shall comply with DIR refresh policies, as amended from time to time by DIR.

### **3.6 DIR Customer Contracts, Leases, and Software with Third Parties**

DIR Customer will make available for use or use its best efforts to cause to be made available for use by DIR and/or SCPs the DIR Customer Contracts and Leases with third parties ("DIR Customer Third Party Contracts and Leases") and DIR Customer third party software ("DIR Customer-Licensed Third Party Software") that pertain to the Shared Services. Any use by DIR and/or SCPs of DIR Customer Third Party Contracts and Leases and/or DIR Customer-Licensed Third Party Software shall be limited to fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

SCPs shall obtain all Required Consents in accordance with DIR Shared Services Contracts. DIR Customer will use its best efforts to assist SCPs to obtain from each Third Party Software licensor the right to use the DIR Customer-Licensed Third Party Software for Services provided under the DIR Shared Services Contracts. Except to the extent expressly provided otherwise and in accordance with the DIR Shared Services Contracts, SCPs shall pay all transfer, re-licensing, termination charges and other costs or expenses associated with obtaining any Required Consents or obtaining any licenses or agreements as to which SCPs are unable to obtain such Required Consents. If requested by DIR, DIR Customer shall cooperate with SCPs in obtaining the Required Consents by executing appropriate DIR approved written communications and other documents prepared or provided by SCPs.

### **3.7 Security**

DIR Customer shall comply with recommended relevant security standards and relevant SCP security guides, as amended from time to time by DIR, the MSI, or the SCP. DIR Customer shall inform DIR as to any DIR Customer specific security considerations.

DIR Customer acknowledges that any failure on its part to follow recommended security standards, policies, and procedures may place its own data and operations at risk as well as those of SCP(s) and other governmental entities. DIR Customer accepts the related potential risks and liabilities that are created by DIR Customer's failure to comply with the recommendations if it is determined such recommendations would have prevented an issue. DIR accepts no responsibility for the risk or liability incurred due to a DIR

Customer's decision to not follow DIR's recommendations. SCP will not be liable for violations of security policies and procedures by DIR Customer. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or termination of the availability of certain Applications and services. SCP will give DIR and the DIR Customer notification of non-compliance.

#### **SECTION IV CONTRACT AMOUNT**

In accordance with terms of the DIR Shared Services Contracts, including all relevant pricing and accepted Request for Services proposals, and this ILC, DIR Customer shall be responsible for and agrees to pay DIR the applicable Charges for Services received from the SCPs and the MSI, Services DIR Customer agrees to pre-pay, the DIR recovery fees, any allocated charges, and any Pass Through Expenses incurred by DIR or SCPs on behalf of DIR Customer. The applicable fees are set out in the relevant DIR Shared Services Contracts as incorporated herein and, if applicable, specifically addressed in response to any Request for Services. Certain pricing is based upon DIR Customer's specific consumption; therefore, DIR Customer controls the amounts and duration of the contract amounts. It is understood and agreed that amounts are subject to change depending upon Services required and/or requested and approved and further dependent upon legislative direction and appropriations available for such Services.

Attachment A provides the estimated spend for services as approved by DIR Customer. DIR Customer may complete this form, as may be required by DIR Customer's own processes and procedures, and submit it to DIR. This form may be revised and updated by DIR Customer at any time as needed without a formal amendment from DIR by DIR Customer submitting to DIR an updated form. DIR Customer must adhere to its own policies and processes for authorizing an adjustment to such amounts internally. DIR Customer is solely responsible for monitoring compliance with Attachment A and to communicate any changes to Attachment A to DIR. DIR shall not be responsible for monitoring or ensuring such compliance.

#### **SECTION V PAYMENT FOR SERVICES**

DIR shall electronically invoice DIR Customer for Services on a monthly basis. Certain Services may not require Customer payment and, thus, may not be invoiced. Each invoice shall include the applicable monthly charges for Services received from the SCPs, the DIR recovery fees, all allocated charges, and any Pass-Through Expenses incurred by DIR or SCPs on behalf of DIR Customer in accordance with the DIR Shared Services Contracts.

The DIR recovery fees shall be reviewed at least annually in accordance with the requirements for billed statewide central services as set forth in OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments (as updated, revised or restated) and other applicable statutes, rules, regulations and guidelines. DIR shall retain

documentation for the DIR recovery fees. DIR fees are also determined and reported in accordance with DIR processes and sections 2054.0345-0346 of the Texas Government Code.

Each invoice shall include sufficient detail for DIR Customer to allocate costs to all federal and state programs in accordance with the relative benefits received and to make federal claims according to the federal cost plan of DIR Customer.

In order to allow DIR to meet the statutory payment requirements in Chapter 2251, Texas Government Code, DIR Customer shall make monthly payments by check or Electronic Funds Transfer (EFT) within twenty (20) days following receipt of each invoice from DIR. For purposes of determination of the payment due date, DIR and DIR Customer shall use the date when the invoice is electronically transmitted by DIR to DIR Customer and posted on the chargeback system along with reports that substantiate the service volumes and associated charges. Although cash flow considerations require timely payments as required herein, the rights of DIR Customer and DIR to dispute charges shall be consistent with Texas law.

The MSI SCP is required to develop and maintain a chargeback system. DIR shall coordinate requirements and functionality for the chargeback system with DIR Customer needs and requirements under federal and state requirements for invoiced charges generated through the system. DIR Customer shall utilize this chargeback system to link the designated measurable activity indicators (such as applications or print jobs) with the appropriate financial coding streams. DIR Customer shall update this information monthly, or at such other intervals as are necessary, to enable the MSI SCP to generate accurate invoices reflecting the appropriate distribution of costs as designated by DIR Customer.

DIR Customer is liable for all costs and expenses associated with providing Services under the ILC to the extent such costs and expenses have been incurred by DIR and such Services have been provided to DIR Customer or DIR Customer agrees to pay for such Services prior to receiving them.

Except as allowed in Texas Government Code, Chapter 2251, DIR Customer shall have no right to set off, withhold or otherwise reduce payment on an invoice. In accordance with Texas Government Code, Section 791.015, to ensure enforceability of payment obligations, DIR Customer consents to DIR presenting this ILC and all unpaid invoices to the alternate dispute resolution process, as set forth in Chapter 2009, Texas Government Code. Provided, however, that such consent shall not constitute an agreement or stipulation that Services have been provided or that the invoices are correct. DIR Customer expressly retains all rights to which it is entitled under Texas Government Code, Chapter 2251, in the event of a disagreement with DIR as to whether Services have been provided and accepted or an invoice contains an error.

If DIR Customer disputes an invoice, it shall present the billing dispute in writing directly to the MSI through the Service Catalog within four (4) invoice cycles after the date DIR Customer receives the invoice and reports that substantiate the service volumes and

associated Charges from DIR. DIR Customer will provide to the MSI all relevant documentation to justify the billing dispute.

## **SECTION VI TERM AND TERMINATION OF CONTRACT AND SERVICES**

### **6.1 Term and Termination of ILC**

The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties.

This ILC is contingent on the continued appropriation of sufficient funds to pay the amounts specified in DIR Customer's Requests for Services, including the continued availability of sufficient relevant federal funds if applicable. Continuation of the ILC is also contingent on the continued statutory authority of the Parties to contract for the Services. If this ILC is terminated for any reason other than lack of sufficient funds, lack of statutory authority, or material breach by DIR, DIR Customer shall pay DIR an amount sufficient to reimburse DIR for any termination charges and any termination assistance charges incurred under the DIR Shared Services Contracts and this ILC as a result of such termination by DIR Customer. DIR Customer shall provide at least ninety (90) days' written notice to DIR prior to termination. Payment of such compensation by DIR Customer to DIR shall be a condition precedent to DIR Customer's termination.

DIR and DIR Customer acknowledge and agree that compliance with federal law and ongoing cooperation with federal authorities concerning the expenditure of federal funds in connection with the DIR Shared Services Contracts and this ILC are essential to the continued receipt of any relevant federal funds.

### **6.2 Termination of Services**

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant Shared Services Contract, SMM, or the approved services proposal and related terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

## **SECTION VII MISCELLANEOUS PROVISIONS**

### **7.1 Public Information Act Requests**

Under Chapter 552, Texas Government Code (the Public Information Act), information held by SCPs in connection with the DIR Shared Services Contracts is information collected, assembled, and maintained for DIR. DIR shall respond to Public Information Act requests for SCP information. If DIR Customer receives a Public Information Act request for SCP information that DIR Customer possesses, DIR Customer shall respond to the request as it relates to the information held by DIR Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other. If SCP or DIR receives a Public Information Act request for information or data owned by DIR Customer, DIR or SCP will refer the requestor to DIR Customer.

## **7.2 Inventory Control**

DIR shall coordinate financial accounting and control processes between DIR Customer and SCPs and ensure inclusion of reasonable control and reporting mechanisms, including any control and reporting mechanisms specifically required by DIR Customer, in the Service Management Manual. Such procedures shall specifically recognize DIR Customer requirements for inventory control and accounting for state owned and leased equipment and facilities, including hardware, software, contracts, and other items of value that may be utilized by, or authorized for use under the direction and control of SCPs.

## **7.3 Confidential Information**

DIR shall require SCPs to maintain the confidentiality of DIR Customer information to the same extent that DIR Customer is required to maintain the confidentiality of the information, and with the same degree of care SCPs use to protect their own confidential information. DIR acknowledges that DIR Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including DIR and SCPs. The relevant SMM shall document detailed confidentiality procedures, including the process DIR Customer shall follow to identify confidential information it is legally prohibited from disclosing or allowing access to by DIR and SCPs and including confidentiality procedures required that are specific to DIR Customer. The DIR Shared Services Contracts sets forth the confidentiality obligations of SCPs.

DIR Customer shall notify DIR, in writing, (1) if DIR Customer is a covered entity subject to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations at 45 Code of Federal Regulations Parts 160 and 164, that is required to enter into a business associate agreement with DIR or SCPs; (2) if DIR Customer receives Federal tax returns or return information; and (3) if DIR Customer is subject to any other requirements specific to the provision of Services. If DIR Customer receives federal tax returns or return information, then DIR Customer must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075. In the event a DIR customer is subject to additional requirement as mentioned in this section, DIR shall require SCPs to maintain the confidentiality of DIR Customer information in accordance with language

included in Attachment B of this agreement. Such additional requirements as is included in Attachment B of this agreement shall be included in the relevant SMM.

**7.4 Notification Information**

Contact information for purposes of notification for each Party is set forth below.

DIR Customer's Primary Contact

Name: Scott Laleman  
Title: Director of Technology  
Address: 8449 FM 471 S Castroville, TX 78009  
Telephone: 830-931-2243 x1104  
Email: scott.laleman@mvisd.org

DIR's Primary Contact

shareservicescontractoffice@dir.texas.gov

The DIR Billing Contact is listed in the DIR Contacts section of the monthly Shared Services Payment Guidance letter, which is provided to the DIR Customer with the monthly Shared Services invoice.

**7.5 Binding Effect**

The Parties hereto bind themselves to the faithful performance of their respective obligations under this ILC.

**7.6 Amendments**

This ILC may not be amended except by written document signed by the Parties hereto or as specified within this ILC or the attachment being amended.

**7.7 Conflicts between Agreements**

If the terms of this Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail. This Contract provides a general description of certain terms within the DIR Shared Services Contracts. If the terms of this Contract conflict with the terms of the DIR Shared Services Contracts, the DIR Shared Services Contracts' terms shall prevail. If the terms of this Contract conflict with the terms of an accepted proposal or solution from a Request for Services, this Contract shall prevail.

**7.8 Responsibilities of the Parties**

The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the ILC. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, DIR will cooperate with DIR Customer in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC or the DIR Shared Services Contracts.

DIR and DIR Customer agree that Services contemplated in this ILC shall be governed by provisions in the DIR Shared Services Contracts regarding individual responsibilities of the parties, including Services provided by the SCPs. DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM (s) and as provided by DIR. In the event DIR Customer actions, failure to perform certain responsibilities, or Request for Services result in financial costs to DIR, including interest accrued, those costs shall be the responsibility of DIR Customer. DIR and DIR Customer shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract. Unless otherwise specifically addressed, the governance process, addressed above, for the DIR Shared Services Contracts shall be used for issue resolution between DIR Customers, DIR and DIR SCPs.

#### **7.9 Audit Rights of the State Auditor's Office**

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that: (1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Contract or the DIR Shared Services Contracts, or indirectly through a subcontract under the DIR Shared Services Contracts; (2) that the acceptance of funds directly through this Contract or indirectly through a subcontractor under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees to conduct audits or investigations in connection with those funds; and (3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

#### **7.10 General Terms**

Except as expressly provided herein, no provision of this ILC will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to DIR Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to DIR Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, DIR

Customer does not waive any privileges, rights, defenses, remedies or immunities available to DIR Customer.

This Customer Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

If one or more provisions of this ILC, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this ILC and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

**Signatory Warranty**

Each signatory warrants requisite authority to execute the ILC on behalf of the entity represented.

**SECTION VIII  
CERTIFICATIONS**

The undersigned Parties hereby certify that: (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) this ILC serves the interest of efficient and economical administration of State Government; and (3) the Services, supplies or materials in this ILC are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

**IN WITNESS WHEREOF**, the Parties have signed this ILC effective on date of last signature below.

**RECEIVING ENTITY: MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

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

Printed Name:           Juan Zamora          

Title:   Assistant Superintendent of Finance and Operations  

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

**PERFORMING AGENCY: DEPARTMENT OF INFORMATION RESOURCES**

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

Printed Name:           Dale Richardson          

Title:                   Chief Operating Officer                  

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

Legal: \_\_\_\_\_

**Attachments to ILC**

Attachment A Estimated Spend Form – (Customer may provide Attachment A to DIR if required by their processes.)

Attachment B Additional Confidentially Requirements – (As necessary and described in Section 7.3, Confidential Information)

**Attachment A**  
**Estimated Spend Form**

\*This form is to be used as needed by the DIR Customer to capture spend within the Shared Services Program. This amount may be based upon the DIR Customer's biennial budget(s).

Below are the estimated spend amounts for certain DIR Shared Services received through this ILC and may change based upon DIR Customer consumption. This amount is to be managed and monitored solely by the DIR Customer. Amounts may be transferred by the DIR Customer that change this amount. Such increases or decreases are strictly within the control of the DIR Customer.

DIR Customer is required to pay for any costs incurred in accordance with this ILC and the related DIR Shared Services Contracts regardless of the estimated spend amounts reflected herein.

Updates to this form may be executed through written notice by the DIR Customer to DIR.

Costs, such as incremental network expenses, which are billed directly to or paid by the DIR Customer, are not included in these amounts.

For the period MONTH DAY, YEAR through MONTH DAY, YEAR the estimated spend is \$XX,XXX as the spend applies to \_\_\_\_\_ Services.

DIR Customer acknowledges and agrees that the responsibility to manage, monitor, and change the amounts contained in this form are the sole responsibility of the DIR Customer. Further, each signatory warrants requisite authority to execute any changes to this Attachment A in accordance with the DIR Customer's applicable approval processes.

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

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

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

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

**Attachment B**  
**Additional Confidentiality Requirements**

NONE.

| Funded Service Type   | Availability Scope                   | Next Step Timeline                         |
|---|--------------------------------------|--|
| Cybersecurity technical assistance provided by ESCs                                       | Entire state                         | As stood up by ESCs over the next 6 months |
| Free third-party cybersecurity assessments  | First come, first served             | Request for service in Fall of 2023        |
| Free Endpoint Detection & Response (EDR) subscriptions through the end of 2024-25 SY      | Prioritized for small & midsize LEAs | Request for service is now open!           |
| Free Network Detection & Response (NDR) hardware & software through the end of 2024-25 SY | Pilot group of LEAs and ESCs         | TBD  |

## Program Scope\*

### INTER-LOCAL AGREEMENT WITH DIR SHARED TECHNOLOGY SYSTEM REQUIRED

\* LEAs will need to sign DIR's inter-local agreement to receive the in scope services from DIR's Shared Technology Services (STS), Managed Security Services (MSS) program. Our goal is to have all eligible LEAs onboarded with a signed inter-local agreement by September 1, 2023, so the services can be distributed as soon as possible. After the inter-local agreement is in place, eligible LEAs may then request in scope services through the STS program, which will be paid for by TEA starting September 1, 2023 through August 31, 2025. The MSS vendor, AT&T, or your regional education service center may reach out to your LEA to help facilitate this process. Details about this process were discussed in the April Cybersecurity Coordinator call (<https://youtu.be/1Blh2eFSpFI>).

\* Our original DIR interlocal does not include the MSS program.

### LIMITED DISTRIBUTION OF EDR PER LEA ENROLLMENT

It is TEA's intention to focus on small and rural LEAs for the distribution of EDR services through DIR's MSS. The EDR provided, which replaces traditional anti-virus software and incorporates threat intelligence along with malicious behavior characteristics on endpoints, will be fully managed to eliminate additional LEA overhead and is one of the best solutions to prevent ransomware and secure devices. The current vendors under the MSS contract for EDR are CrowdStrike and SentinelOne. To provide a scope that we can reasonably accommodate with the funding provided, TEA will limit the distribution for LEAs with a total enrollment of 15,000 and below, with a range from 30 licenses up to licenses equal to 20% of student enrollment, whichever is larger. It is TEA's intent to focus on high-risk and impact devices, so initial distribution should focus on servers and central office staff with any remaining licenses distributed to other staff devices that have access to sensitive data.

### SECURITY ASSESSMENTS BASED ON SAMPLING OF LEAs BY SIZE

Security assessments will also be available to LEAs as part of this initiative and will also be provided by AT&T through DIR's services catalog. The intent of these assessments is to provide a high-level look at the overall state of cybersecurity in Texas' K-12 public entities. TEA will not receive detailed copies of reports for any individual LEA. Scope of and availability of the assessments will be based on a sampling of LEAs by size. Once those assessments are set up in the STS program, we will provide guidance to interested parties on how to request those assessments through the STS program.

\*The program scope is subject to change in order to achieve initiative goals. Initiative implementation details are still in development. TEA will provide updates through Cybersecurity Coordinator Forum webinars and this site.

### Next Steps:

- 1. Ensure your LEA has signed a New Customer Form (<https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Ftea.texas.gov%2Facademics%2Flearning-support-and-programs%2Ftechnology-planning%2Fsts-new-customer-information-form.docx&wdOrigin=BROWSELINK>) and submit the form to Texas Department of Information Resources (DIR), in order to start the process for onboarding to the Shared Technology Services Program (<https://nam10.safelinks.protection.outlook.com/?url=https%3A%2F%2Ftea.texas.gov%2Facademics%2Flearning-support-and-programs%2Ftechnology-planning%2Fsts-new-customer-information-form.docx&data=05%7C01%7CCourtney.Williams%40tea.texas.gov%7Cd6cf6d25ec77422e0b3608dbb976218d%7C65d6b3c3723648189613248dbd713a6f%7C827C0%2F>).

(STS), Managed Security Services (MSS). There is no cost to sign up for the program. This is the first step to enable your LEA to receive the services through the program that are funded by the TEA.

- 2. Log in to the STS portal (</academics/learning-support-and-programs/technology-planning/mss-edr-order-process.pdf>) to request your free procurement of EDR through DIRs contracted Managed Security Services (MSS) provider, AT&T. Current offerings include either CrowdStrike or SentinelOne.
- 3. Register for TEA Cybersecurity Coordinator Forum webinars (<https://register.gotowebinar.com/register/8234183618339320587>) to remain up-to-date on the latest offerings of the K-12 Cybersecurity Initiative.

### Upcoming Services:

- Technical Assistance provided by education service centers (ESCs) is planned but will not be available until grant funding is established. LEAs that will require technical assistance from the ESCs for in-scope projects of the K-12 Cybersecurity Initiative, including EDR implementation, will need to wait until further communication from ESCs and TEA on technical assistance availability.
- Cybersecurity Assessments – TEA and DIR are finalizing criteria and will communicate in the Fall of 2023 with details for requesting this service.
- Network Detection Response – More details to come.

## Resources

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- K-12 Cybersecurity TAA (<https://tea.texas.gov/about-tea/news-and-multimedia/correspondence/taa-letters/bx-k-12-cybersecurity-initiative>)
- Cybersecurity Coordinator Forum Webinar (<https://youtu.be/1Blh2eFSpFI>) - April 2023
  - Cybersecurity Coordinator Forum slide deck (<https://tea.texas.gov/sites/default/files/ccf-april-2023.pdf>) - April 2023 (PDF)
- Cybersecurity Coordinator Forum Webinar (<https://youtu.be/Ot4QwJyMslI>) - May 2023
  - Cybersecurity Coordinator Forum slide deck (<https://tea.texas.gov/sites/default/files/ccf-may-2023.pdf>) - May 2023 (PDF)
- STS New Customer Form (</academics/learning-support-and-programs/technology-planning/sts-new-customer-information-form.docx>) (DIR inter-local agreement)
- You may register for the Cybersecurity Coordinator Forum series (<https://register.gotowebinar.com/register/8234183618339320587>) using your LEA email address.
- FAQs (</academics/learning-support-and-programs/technology-planning/k-12-cybersecurity-initiative-faqs>)
- Cybersecurity Coordinator Forum Webinar ([https://youtu.be/0\\_EgbHj32uw](https://youtu.be/0_EgbHj32uw)) - June 2023
  - Cybersecurity Coordinator Forum slide deck (</academics/learning-support-and-programs/technology-planning/ccf-webinar-slides-june-2023.pdf>) - June 2023 (PDF)
- Cybersecurity Coordinator Forum Webinar (<https://www.youtube.com/watch?v=RYax3R18mdo>) - August 2023
  - Cybersecurity Coordinator Forum slide deck (</academics/learning-support-and-programs/technology-planning/ccf-august-2023.pdf>) - August 2023 (PDF)

### Contact Information

For more information contact:

Texas Department of Information Resources CISO Office at [DIRSecurity@dir.texas.gov](mailto:DIRSecurity@dir.texas.gov) (<mailto:DIRSecurity@dir.texas.gov>)

Texas Education Agency Cybersecurity team [Cybersecurity@tea.texas.gov](mailto:Cybersecurity@tea.texas.gov) (<mailto:Cybersecurity@tea.texas.gov>)



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# K-12 Cybersecurity Initiative

## Overview

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### What is the K-12 Cybersecurity Initiative?

To counter the rising surge of ransomware and malicious activity affecting local education agencies (LEAs) around the state, the Texas Education Agency (TEA) submitted an exceptional item request for funding to the Texas Legislature to provide cybersecurity resources to LEAs. We are pleased to announce that our request has been approved, and we will be able to **distribute in kind services with these funds between September 1, 2023 and August 31, 2025**.

The purpose of this initiative is to provide immediate solutions to protect LEAs from major cyber incidents, such as ransomware. Priority will be given to rural LEAs, and cybersecurity practitioners will be available at your regional education service center to assist with implementation of cybersecurity controls that fall within scope of this initiative.

**The following cybersecurity controls are highly encouraged for all LEAs to implement between September 1, 2023 and August 31, 2025 and fall within the scope of this initiative:**

- Implement fully managed Endpoint Detection and Response (EDR) on LEA servers and applicable staff devices. TEA will fully fund licenses with limited distribution. See details below.
- Implement Multi-Factor Authentication (MFA) on staff email systems. More details to come.
- Implement email protocol security configurations. More details to come.
- Restrict local admin access. More details to come.

**The following cybersecurity controls are funded on a first come first served basis by TEA through DIR's Shared Technology Services (STS) program and are recommended to mature LEA cybersecurity posture. These controls fall within scope of this initiative:**

- Complete a third party K-12 Cybersecurity Assessment to get a baseline of your cybersecurity maturity and action plan for improving cybersecurity posture. Application to open in September.
- Implement Network Detection and Response (NDR), especially for schools with cameras and other Internet of Things (IoT) devices. Application to open in September.

**The following cybersecurity controls are recommended to prioritize, but do not currently fall within scope of this initiative:**

- Security Awareness Training for staff with access to network resources.
- Ensure backups are encrypted, stored off network, and tested regularly.
- Encryption of sensitive data
- Segment networks
- Third-Party Risk Management

### How much money was appropriated for the K-12 Cybersecurity Initiative?

The Texas State Legislature appropriated \$55M to support the K-12 Cybersecurity Initiative. From the legislative entry into the budget:

- It is the intent of the Legislature that the Texas Education Agency enters into an interagency agreement with the Department of Information Resources (DIR) to provide cybersecurity services for LEAs in accordance with DIR Strategy C.1.2, Security Services. Cybersecurity services to be provided by DIR may include but are not limited to, cybersecurity assessments, endpoint detection response, and network detection response.

**MEDINA VALLEY ISD AGREEMENT**  
**For Medicaid Consultation and Billing**  
**Choice Partners 23/018SG-01**

THIS AGREEMENT is entered into as of September 21, 2023 with an effective date of the District's signature, by and among: **MSB School Services** (MSB™), a limited liability company, having an address of 1615 Scottsdale Dr., Bldg 2, Ste. 200C, Leander, Texas 78641 and **Medina Valley**, having an address of 8449 FM 471 S., Castroville Tx, 78009.

MSB™ is in the business of providing Medicaid Consultation and Billing for school districts as defined in Exhibit A; and MSB™ wishes to provide Medicaid Consultation and Billing to the District; and the District desires to utilize Medicaid Consultation and Billing;

The parties agree, for good and valuable consideration, the receipt of which is hereby acknowledged, and intend to be bound by the terms of this agreement as set forth in this document.

**Definitions**

A. **"X Logs™"** means **"X Logs™"** Clinical Notation Solutions necessary to access MSB™'s host server facilities.

B. **"Licensed System"** means **X Logs™, Clinical Notation Solution, and Support Services**.

1. **Agreement Term**. The Agreement Term shall be from October 1, 2023 to September 30, 2024, or the expiration of the last year indicated below in Section 2 ("Administration Fee") ("End Date"). The term of this contract ends after the last day of the one year term.. Upon completion of the Agreement Term, this Agreement shall continue in force and the District will continue to be invoiced per the rates indicated in Paragraph 2, as may be amended from time to time pursuant to Paragraph 4 hereof. The District agrees to pay all invoices within 30 days from the date of the invoice.
2. **Administration Fee**. Based upon the Agreement Term, your administration fee for Medicaid Consultation and Billing is:

1 Year Rate: 8%
3. **Services and Responsibilities**. MSB™ hereby agrees to provide Medicaid Consultation and Billing as outlined in Exhibit A. The District agrees to perform District Responsibilities outlined in Exhibit B and to pay the rates set forth above to MSB™.
4. **Consideration**. In exchange for MSB™'s provision of Medicaid Consultation and Billing, the District shall pay MSB an Administration Fee. The Administration Fee will be calculated based on the agreed upon percentage of the amount actually received in Medicaid Reimbursement during the agreement term, either direct deposit or checks delivered to the District, as defined in Paragraph 2 of this agreement. The Administration Fee is payable upon receipt of each invoice. During the contract term,

the District shall pay an Administration Fee for all reimbursements received through the Medicaid to Schools Program. This includes, but is not limited to, the following types of reimbursement:

- Interim reimbursements
- Cost Settlements
- Medicaid Administrative Claiming (MAC)

MSB™ reserves the right to renegotiate the administrative fee rate as found in Paragraph 2 should either the federal and/or state governments revise the protocols for submitting and/or paying Medicaid claims.

5. **Strict Compliance.** If a Party fails to exercise any right or to insist that the other Party strictly comply with any obligation, no such failure or insistence shall be a waiver of the right of a Party to demand strict compliance with each duty or obligation. No custom or practice of the Parties that varies from this Agreement shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one Party of any particular default by the other Party shall not affect or impair a Party's rights in connection with any subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such default affect or impair the rights of that Party as to such default or any subsequent default.
6. **Jointly Drafted.** This Agreement shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against either party.
7. **Waiver of Equitable Remedies.** The Parties waive all equitable remedies including equitable rescission and rescission at law.
8. **Intellectual Property Rights/Confidentiality.** It is agreed that any and all work, data and information that is the product of this Licensed System shall belong wholly to the District. All information and school data submitted or input into the Licensed System remains the proprietary information for the District and may not be copied or used in any way without the express written permission of the District, with the exception that employees of MSB™ may access the Licensed System and data from the Licensed System for provision of Support Services, manipulation of data for appropriate purposes, and facilitation of data transfer to enable the District to meet its state and federal reporting requirements. At termination, the District may request, in writing, all District information stored in the X Logs® Clinical Notation Solution. MSB™ will, within 60 days, provide to the District all of its information in such a format that MSB™ deems appropriate. Notwithstanding the above, this Agreement does not transfer ownership rights of the Licensed System or intentionally create derivative works based on such intellectual property. The District agrees not to distribute the Licensed System to any person or entity other than District personnel or contracted District personnel, or make any other improper use of the Licensed System.
9. **Bankruptcy.** If, at any time, MSB™ seeks the protection of the U.S. Bankruptcy Act of 1978, as amended or any applicable state bankruptcy law and:

- a. Has a receiver in equity appointed for its property requests or consents to the appointment of a receiver, or
  - b. Has a trustee in reorganization appointed for its property, or
  - c. Files a voluntary petition for reorganization or arrangement, or
  - d. Files a voluntary petition in bankruptcy, or
  - e. Files an answer admitting bankruptcy or agreeing to a reorganization or arrangement, or
  - f. Makes an assignment for the benefit of its creditors, then this Agreement shall expire. Any payments due from the bankrupt Party to the other Party under this Agreement shall be deemed an administrative expense under 11 U.S.C. §503. This Paragraph shall not apply in the event of a withdrawal or discharge of any petition that occurs within 45 days of the date on which any such petition is filed.
10. **Further Assurances.** If requested by one Party, the other Party shall execute and deliver such other documents and take such other action as may be necessary to effect the terms of this Agreement.
11. **Authority to Execute.** Each of the undersigned individuals represents and warrants that he or she is expressly and duly authorized by his or her respective entity or agency to execute this Agreement and to legally bind each such entity or agency as set forth in this Agreement.
12. **Termination.** Either party may terminate this Agreement at any time upon a 30-day written notice to the other Party after completion of the Agreement Term. The parties also agree that MSB™ may terminate this agreement if the District fails to provide timely payment as set forth in this agreement. If District seeks to terminate this contract prior to the end of the Agreement Term or prior to the end of any renewal term, then the District agrees to pay MSB immediately: the average amount of monthly interim payments received by District over the past twelve months multiplied by the applicable Administration Fee stated in Section 2 above multiplied by the remaining number of months left in the Agreement Term; and, the amount of all anticipated cost report payments (as determined and certified by MSB) for cost reports prepared during the Agreement Term multiplied by the applicable Administration Fee stated in Section 2; if the cost report payment received by District is higher than MSB's anticipated amount the District will pay the amount of the excess multiplied by the applicable Administration Fee stated in Section 2 within 30 days of receipt of the excess amount. The parties hereby agree that this termination fee is a reasonable estimate of the damages MSB will suffer as a result of the District's early termination and that this fee is not penal in nature. The District hereby waives all challenges to the termination fee as penal or unreasonable.
13. **Costs.** In the event that litigation is commenced to enforce any of the terms of this Agreement, the prevailing party in the litigation (whether by court or arbitration) shall be entitled to the costs thereof, including reasonable attorney's fees.
14. **Exclusions.** MSB™ in no way implies nor should any language herein be construed that MSB™ guarantees that the utilization of Medicaid Consultation and Billing by the District will guarantee the District's compliance with State or Federal requirements relative to Medicaid reimbursements. No

utilization of Medicaid Consultation and Billing by the District will constitute the formation of an attorney-client relationship between MSB™ and the District.

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16. **Force Majeure.** The parties agree that MSB™ will not be held responsible for non-performance under the terms of this contract stemming from events reasonably outside of the control of MSB™, such as, but not limited to, fires, floods, war, terrorist attack, regulatory action, utility interruption, viruses and the like.
17. **FERPA.** To the extent District grants MSB access to Personally Identifying Information (PII) or other protected FERPA data, or MSB has access to or stores or holds any such District PII or FERPA protected data, Licensor agrees to: (i) access and use such data solely for the purpose of to provide professional services to District pursuant to the agreement between MSB and the District in accordance with the terms and conditions of said agreement and any applicable Statement(s) of Work; (ii) maintain physical, technical, and administrative safeguards to protect said data against unauthorized access, use, or disclosure while it is accessible to or held by MSB; and (iii) not disclose said data to any third party, except: (x) to its employees, consultants or contractors who need to have access to such information and solely for purposes of providing professional services to the District, provided that such recipients are bound by confidentiality provisions no less restrictive than those set out in this contract; and (y) to the extent required by a judicial order or other legal obligation, provided that, to the fullest extent permitted by law, MSB will promptly notify District of such a required disclosure to allow intervention by District (and will cooperate with Customer) to contest or minimize the scope of the disclosure. Nothing in this contract shall require MSB to take measures in excess of those commonly accepted in the industry as commercially reasonable.
18. **General.** This Agreement: (i) may be executed in any number of counterparts, each of which, when executed by all parties to this Agreement shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument, (ii) shall be governed by and construed under the laws of Texas applicable to contracts made, accepted, and performed wholly within Texas, without application of principles of conflicts of laws; (iii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreement, contracts, and the like between the parties in such respect; (iv) may be amended or modified only by a writing signed by the parties and any right under this Agreement may be waived in whole or in part, only by a

writing signed by the parties; (v) contains headings only for convenience, which headings do not form part, and shall not be used in construction, of this letter agreement; (vi) MSB may assign this Agreement and its rights or obligations hereunder without the prior written consent to District (vii) shall bind and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns; (viii) is not intended to inure to the benefit of any third-party beneficiaries; (ix) may be enforced only in courts located within the State of Texas, and the parties hereby agree that such courts shall have venue and exclusive subject matter and personal jurisdiction, and consent to service of process by registered mail, return receipt requested, or by any other manner provided by law; (x) invalidity of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions hereof which shall remain in full force and effect; and (xi) in the event litigation cases are settled prior to adjudication, the parties are responsible for their own attorney's fees.

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**IN WITNESS WHEREOF**, the parties hereby execute this Agreement to be effective as of the date first written above:

**Medina Valley ISD**

Name of Duly Authorized Agent:

Title of Duly Authorized Agent:

Signature of Duly Authorized Agent:

Signature Date:

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**MSB School Services LLC**

Name of Duly Authorized Agent:

Title of Duly Authorized Agent:

Signature of Duly Authorized Agent:

Signature Date:

Tabbatha Callaway

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CEO, MSB School Services

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*Tabbatha Callaway*

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09-21-2023

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## **EXHIBIT A**

### **Summary of Medicaid Consultation and Billing**

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MSB™ is pleased to provide the following services to your school district:

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- Unlimited onsite and online training for administrators and service providers to ensure the success of the SHARS program in the District
- Daily monitoring of Provider participation in the SHARS program (Clinical documentation)
- Complete management of Specialized Transportation sessions and claiming
- Accurate, dependable, and confidential billing process: Processing of all Medicaid claims using both paper logs and/or the electronic files generated by the school districts' health care practitioners and other qualified staff via X Logs™ service documentation
- Audit Provider clinical notation for SHARS compliance and deny or hold any sessions missing needed information
- Tracking and Reconciliation of all submitted claims from Texas Medicaid & Healthcare Partnership (TMHP), including the resubmission of rejected claims and the appeal of denied claims
- Reports which show the status of all Medicaid transactions, reimbursements and cataloging of electronic service delivery records
- Special reports as requested by the school districts
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- MSB does not invoice the district while a recoupment originating from an audit is on the district's account with the state, as the district is receiving no payments.
- Administrative, consulting, statistical and audit services to the District
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- X Logs™ Licensed System
- School data hosted on a secure server
- X Logs™ web-based software usage
- Unlimited technical support – 5 days a week via toll free number, Live Chat, and/or email
- Supporting documentation (Online User Guides, Video Tutorials)
- X Logs™ software updates

## **EXHIBIT B**

### **District Responsibilities**

As the Provider of Record, the school district agrees to provide information to MSB™ that adheres to all Rules and Regulations that govern school-based Medicaid programs. Below is a list of responsibilities that the District agrees to fulfill:

The District is responsible for the following:

- Maintain X Logs™ forms and fields related to certifications, licensures, etc. of all staff for whose services the District is seeking reimbursement
- Maintain individual education programs (IEP)s within the school-based Medicaid program guidelines for all services for which the District is seeking reimbursement
- Maintain necessary paperwork related to all Medicaid required referrals, orders or recommendations for services for which the District is seeking reimbursement
- Maintain attendance records
- Maintain actual cost data for covered services

**MEDINA VALLEY ISD AGREEMENT**  
**For Medicaid Consultation and Billing**  
**Choice Partners 23/018SG-01**

THIS AGREEMENT is entered into as of September 21, 2023 with an effective date of the District's signature, by and among: **MSB School Services** (MSB™), a limited liability company, having an address of 1615 Scottsdale Dr., Bldg 2, Ste. 200C, Leander, Texas 78641 and **Medina Valley**, having an address of 8449 FM 471 S., Castroville Tx, 78009.

MSB™ is in the business of providing Medicaid Consultation and Billing for school districts as defined in Exhibit A; and MSB™ wishes to provide Medicaid Consultation and Billing to the District; and the District desires to utilize Medicaid Consultation and Billing;

The parties agree, for good and valuable consideration, the receipt of which is hereby acknowledged, and intend to be bound by the terms of this agreement as set forth in this document.

**Definitions**

A. "X Logs™" means "X Logs™" Clinical Notation Solutions necessary to access MSB™'s host server facilities.

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Title of Duly Authorized Agent:

Signature of Duly Authorized Agent:

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Tabbatha Callaway

Title of Duly Authorized Agent:

CEO, MSB School Services

Signature of Duly Authorized Agent:

*Tabbatha Callaway*

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## **EXHIBIT A**

### **Summary of Medicaid Consultation and Billing**

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- X Logs™ web-based software usage
- Unlimited technical support – 5 days a week via toll free number, Live Chat, and/or email
- Supporting documentation (Online User Guides, Video Tutorials)
- X Logs™ software updates

## **EXHIBIT B**

### **District Responsibilities**

As the Provider of Record, the school district agrees to provide information to MSB™ that adheres to all Rules and Regulations that govern school-based Medicaid programs. Below is a list of responsibilities that the District agrees to fulfill:

The District is responsible for the following:

- Maintain X Logs™ forms and fields related to certifications, licensures, etc. of all staff for whose services the District is seeking reimbursement
- Maintain individual education programs (IEP)s within the school-based Medicaid program guidelines for all services for which the District is seeking reimbursement
- Maintain necessary paperwork related to all Medicaid required referrals, orders or recommendations for services for which the District is seeking reimbursement
- Maintain attendance records
- Maintain actual cost data for covered services

**INTERLOCAL AGREEMENT BETWEEN  
MEDINA COUNTY AND THE  
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

This Agreement is made on the 16 day of October, 2023, by and between the County of Medina (Medina County or County) and the Medina Valley Independent School District (Medina Valley ISD, MVISD or District), each a political subdivision of the State of Texas and a "Party" hereunder, collectively referred to herein as "Parties".

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services, specifically, the provision of campus security, and for such other and further acts of cooperation as the Parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting Party, specifically the Commissioners Court of Medina County and the Board of Trustees of Medina Valley ISD; and

WHEREAS, Medina County provides these services to the citizens of Medina County, and has the capacity to service the needs of Medina Valley ISD; and

WHEREAS, Medina County and Medina Valley ISD have investigated and determined that it would be advantageous and beneficial to both Medina Valley ISD and Medina County and its inhabitants for Medina County to provide campus security services to Medina Valley ISD; and

WHEREAS, the Board of Trustees wishes to engage Medina County to provide campus security on behalf of Medina Valley ISD, and the Board of Trustees desires to engage Medina County to provide such services; and

WHEREAS, the governing bodies of Medina Valley ISD and Medina County desire to foster goodwill and cooperation between the two entities; and

WHEREAS, Medina Valley ISD and Medina County deem it to be in the best interest of both entities to enter into this Agreement relative to campus security and for such other and additional services as the Parties may subsequently agree to by the execution of separate and specific agreements, and in consideration of the mutual covenants contained herein, Medina Valley ISD and Medina County agree as follows:

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

**Section 1.01 Campus Security.** Medina County agrees to assign nine (9) peace officers to serve at any Medina Valley ISD campus during the 2023-2024 School Year as authorized by the Board

of Trustees. Moving forward, Medina Valley ISD agrees to designate the desired number of assigned peace officers no later than August 1st of each Medina County fiscal year. Additional peace officers may be assigned under this Agreement as agreed to by the Parties, so long as Medina Valley ISD pays the monthly cost of the newly assigned officer's actual salary, including overtime, payroll, and benefits, multiplied by the remaining months of Medina County's budget year. For example, if Medina Valley ISD requests an additional officer starting in April of 2024, Medina Valley agrees to pay that officer's monthly salary, including overtime, payroll, and benefits, through September 2024 (i.e., over the remaining six months of the Medina County budget year). Any such officer shall be assigned by mutual agreement between the Sheriff and the Superintendent or designee. The assigned officer shall provide services during regular school hours every day classes are in session, unless extended in accordance with Section 1.02 below. Pursuant to Texas Education Code Section 37.081, the Board of Trustees of Medina Valley ISD has determined that the law enforcement duties of assigned peace officers, school resource officers, and security personnel shall be those duties defined in Medina Valley policy CKE(LOCAL) outlined in Exhibit "A" attached hereto and incorporated herein for all purposes.

**Section 1.02 Assigned Hours.** Any campus peace officer shall be physically present on campus during regular school hours or during such hours as are mutually agreed upon by the Sheriff and the campus Principal(s), including before or after regular school hours, or beyond the traditional school year. The assigned officer shall coordinate and cooperate with the campus Principal(s), but shall be directly supervised by the Sheriff of Medina County. The schedule and responsibilities of the assigned officer on days when classes are not in session shall be mutually agreed upon and determined by the Sheriff of Medina County and the Superintendent. Assigned duties shall comply with Medina Valley ISD policy CKE(LOCAL) outlined in Exhibit "A" attached hereto and incorporated herein for all purposes. The Parties understand that the officer may be required to carry out certain off campus school district duties and responsibilities, including for example, investigation of truancy complaints, etc. Medina County shall be responsible for maintaining accurate records of the dates of service, and any other information regarding the personnel assigned to Medina Valley ISD pertinent to the performance of this Agreement.

**Section 1.03 Continuity of Personnel.** Medina County and Medina Valley ISD acknowledge the importance of having the same officer present at the district on a day-to-day basis to promote continuity and familiarity with the district and students. Medina County and Medina Valley ISD agree that any substitutions of personnel by Medina County shall be discussed and mutually agreed upon prior to such substitution being made.

**Section 1.04 Uniformed/Licensed Officers.** Unless otherwise agreed to in advance in particular situations, any officer assigned to serve at any Medina Valley ISD campus shall dress in a uniform identifying him/her as a member of the Medina County Sheriff's department, and shall carry the usual equipment, such as sidearm, belt and holster, badge, and the like. Any officer assigned to serve at any Medina Valley ISD campus shall be a licensed, full-time, regular-duty peace officer employed and properly trained by Medina County.

## **ARTICLE 2**

### **OBLIGATIONS ASSUMED BY MEDINA VALLEY ISD**

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

## **ARTICLE 3**

### **CONSIDERATION AND REVIEW**

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

**Section 3.02 Review and Renewal.** No later than thirty (30) days prior to the annual renewal date of this Agreement, either Medina County or Medina Valley ISD may give written notice to the other Party requesting a formal review of the respective performances and issues pertaining to this Agreement. Such review, if any, shall be accomplished administratively and, upon the request of either Party, an amendment shall be considered by the respective governing bodies of the Parties.

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

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

**ARTICLE 4**

**TERM OF AGREEMENT AND REVIEW**

**Section 4.01 Initial Term of Agreement.** Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, this Agreement shall commence on the 16 day of October, 2023. The contract expires at midnight on September 30, 2024. This contract may be extended for three (3) annual renewals with the renewal fees and payments for each successive year to be negotiated and agreed to by the Parties annually.

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

**ARTICLE 5**

**INSURANCE AND INDEMNIFICATION**

**Section 5.01 Governmental Services.** Notwithstanding any provision to the contrary herein, this Agreement is a contract for the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and Medina County and Medina Valley ISD shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

**Section 5.02 Relationship of Parties.** At all times during the term of this Agreement, the law enforcement personnel provided by Medina County and assigned to Medina Valley ISD shall be considered employees of Medina County and not employees of Medina Valley ISD. The Parties intend that Medina County, in performing services specified in this Agreement, shall act as an independent contractor, and shall have control of its work and the manner in which it is performed. Neither Medina County, its agents, employees, volunteer help, or any other person operating under this Agreement, shall be considered an agent or employee of Medina Valley ISD, and shall not be entitled to participate in any pension or other benefits that Medina Valley ISD provides its employees.

**Section 5.03 Liability.** It is understood and agreed between the Parties that each Party hereto shall be responsible for its own acts or omissions, including the acts or omissions of its employees, officers, trustees, and agents. Where injury or property damage result from the joint or concurring negligence of both Parties, liability, if any, shall be shared by each Party based on comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity.

**Section 5.04 Insurance.** Medina Valley ISD agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect, and insure itself, its property, its employees, officers, trustees and agents from any claim, cause of action, or liability arising out of the acts or omissions of

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

## **ARTICLE 6** **MISCELLANEOUS**

**Article 6.01 Policy Making Authority.** Medina Valley ISD shall have exclusive control, supervision and policy making authority for and with respect to the rules of conduct and regulations governing crowd control at athletic and special events. The final disciplinary action or other dispensation of any matter or issue involving only a violation of a rule or regulation of Medina Valley ISD shall be at the discretion of Medina Valley ISD; provided that in the event a sworn officer of Medina County observes any event, matter, or action that appears to constitute a violation of any local, state or federal penal or criminal law, then in such event, the investigation of and decision to file charge(s) on any such event shall be made by the Officer in Charge or the Sheriff.

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

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

**Article 6.04 Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both Parties.

**Article 6.05 Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either Party without the prior written consent of the other Party. Venue shall be in Medina County, Texas.

**Article 6.06 Governmental Immunity.** Nothing in this Agreement shall be construed to waive, modify, or amend any legal defense available to Medina Valley ISD, Medina County, or any past or present Trustee, officer, agent, or employee, including, but not limited to governmental immunity from suit as provided by law.

**Article 6.07 Contract Supervision.** Medina Valley ISD and Medina County shall each monitor, review and provide oversight and supervision of the services as they are provided, and each agrees to notify the other as soon as reasonably practicable in the event the level or quality of any scheduling, operating, services or performance issue becomes unsatisfactory.

**Article 6.08 Notice to Parties.** Any notice given hereunder by either Party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to Medina County shall be sufficient if made or addressed to the office of the Medina County Judge, with a copy to the Medina County Sheriff's department. Notice to Medina Valley ISD shall be sufficient if made or addressed to the office of the Superintendent, Medina Valley ISD. Each Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

For County: County Judge, Medina County, Texas  
1300 Avenue M, Room 250  
Hondo, Texas 78861

With copy to: Medina County Sheriff's Department  
801 Avenue Y  
Hondo, Texas 78861

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

**Article 6.09 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance therewith. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

**Article 6.10 Gender, Number, and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender. Words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**Article 6.11 Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**Article 6.12 Duly Authorized.** The undersigned officer and/or agents of the Parties hereto are the properly authorized officials of the Party presented and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

**EXECUTED and ATTESTED** to by the Parties, hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified in the counterpart executed by such entity.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
President, Board of Trustees

By: \_\_\_\_\_  
Secretary, Board of Trustees

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

COUNTY OF MEDINA, TEXAS

By: \_\_\_\_\_  
County Judge

By: \_\_\_\_\_  
County Clerk

Date: October 16, 2023



## **EXHIBIT “A”**

### **Security Personnel**

To ensure the security and protection of students, staff, and property, the board employs school resource officers (SROs). In accordance with the law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff.

The law enforcement duties of district peace officers are listed in policy CKE(LOCAL).

The law enforcement duties of school resource officers are:

- To protect the lives and property of the school district, employees, students, citizens, and any property located within the jurisdictional boundaries of MVISD.
- To respond to any threat to the safety of students or staff and protect the lives and property of MVISD, employees, and students.
- To enforce and comply with federal, state, and local laws and ordinances, as well as MVISD-approved policies that do not conflict with the DEPARTMENT's rules and regulations.
- To investigate criminal activity committed on or adjacent to school property.
- To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when the officer deems it necessary or it is requested by the Principal or the Principal's designee or the MVISD Superintendent, or the Superintendent's designee. Any such counseling will be conducted with a minimum of two people present in addition to the recipient of the counseling.
- To answer questions that students may have about Texas criminal or juvenile laws, as well as how to report crimes and violations of their rights.
- To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned. However, MVISD will investigate school-related issues and will turn over to SRO when appropriate.

- To provide security for special school events or functions, such as PTO meetings, Board Meetings, UIL Events, or at the request of the MVISD Superintendent, the Superintendent's designee, or the Campus Administrator. MVISD will be responsible for paying for, separate and apart from this Agreement, security, or extra-duty employment of Texas Peace Officers at MVISD extracurricular events. The rate of pay for such security or extra-duty employment will be at the rate of \$50 per hour. Such officers will be considered individual [independent] contractors and will maintain their own equipment, health insurance, etc.

MVISD will be responsible for paying for, separate and apart from this Agreement, security, or extra-duty employment of Texas Peace Officers at MVISD campuses that do not staff an SRO, or on which the SRO may be absent. The rate of pay for such security or extra-duty employment will be at the rate of \$50 per hour.

With the knowledge and consent of both parties, the District or the County may apply for a funding grant to offset the cost of the SRO program or a portion thereof.

- To provide traffic control during the arrival and departure of students when deemed necessary, including but not limited to issuing traffic citations on MVISD property, parking lots and private drives.
- To serve as a liaison between the designated campus administration and the DEPARTMENT and act as the first responder in the case of a critical incident at School.
- To perform other duties as assigned by the MVIISD Superintendent, or the Superintendent's designee, and campus principal and approved by the DEPARTMENT and which advance the goals and objectives of the SRO Program.
- All SROs shall be required to submit weekly reports to the SRO supervisor which may be made available to the MVISD Superintendent, or the Superintendent's designee, excluding content related to sensitive criminal investigative information or identifiers.
- SROs will not be allowed to ask students about their immigration status. As per Supreme Court Ruling, Plyler V. Doe (1982), all students have a constitutional right to attend public school regardless of immigration status.
- To address crime and disorder problems, gangs, and drug activities occurring in and around MVISD campuses.
- To make arrests and issue citations when warranted.

- To take action against unauthorized persons on MVISD property.

MVISD Student Code of Conduct has this statement:

“Security Personnel To ensure the security and protection of students, staff, and property, the board employs school resource officers (SROs). In accordance with the law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in policy CKE(LOCAL).”

# Medina Valley Independent School District

*Agenda Item Memorandum*

*To: MVISD Board of Trustees*

*Date: 10-23-2023*

*RE: Consider approval of final completion and payment for Tennis Courts Project at Loma Alta Middle School.*

The administration recommends approval of final completion and final payment of 5% of the total project (Price \$605,300.00) for the Tennis Courts Project at Loma Alta Middle School. *Authority: CH (Legal/Local), CV (Legal/Local), CVB(Legal/Local), CVD (Legal)*

# Medina Valley Independent School District

## *Agenda Item Memorandum*

*To: MVISD Board of Trustees*

*Date: 10-23-2023*

*RE: Consider Approval of the Guaranteed Maximum Price (GMP) for the Medina Valley High School #2 Project Package 1*

- The Medina Valley ISD Board of Trustees approved Bartlett Cocke General Contractors, LLC as the Construction Manager at Risk for the Medina Valley High School # 2 Project at the January Board Meeting.
- A construction manager-at-risk shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. A construction manager-at-risk may seek to perform portions of the work itself if:
  - ✓ The construction manager-at-risk submits its bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors; and
  - ✓ The district determines that the construction manager-at-risk's bid or proposal provides the best value for the district.
  - ✓ *Gov't Code 2269.255*
- The construction manager-at-risk shall review all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the construction manager-at-risk, architect, engineer, or district. All bids or proposals shall be made available to the district on request and to the public after the later of the award of the contract or the seventh day after the date of final selection of bids or proposals. (*Gov't Code 2269.256(a)*)
- Bartlett Cocke accepted bids for the project on September 9, 2023.
- Package 1 Guaranteed Maximum Price (GMP) for the Medina Valley ISD High School #2 Project in the amount of \$31,730,161.00

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

## EXECUTIVE SUMMARY

**MEDINA VALLEY I.S.D.'S HIGH SCHOOL #2** is to be constructed on a greenfield site located south of the CR 381 and Potranco Road (FM 1957) intersection. To meet the District's need for a Fall 2026 opening, construction for the Project is to be bid and awarded in two separate packages, which will allow for commencement of the work while design is being completed.

This Package 1 GMP Proposal includes earth work, asphalt paving, storm water pollution prevention protection, drilled piers, modular block retaining walls, crawl space mud slab and pilot channel, and site utilities.

The balance of work will be included in the Package 2 GMP Proposal.

### GUARANTEED MAXIMUM PRICE AND SCHEDULE SUMMARY

|                               |                      |
|-------------------------------|----------------------|
| <b>COST OF WORK SUB-TOTAL</b> | <b>\$ 28,628,045</b> |
| BONDS AND INSURANCE           | 891,272              |
| CONSTRUCTION CONTINGENCY      | 642,571              |
| OWNER CONTINGENCY             | <u>642,571</u>       |
| <b>COST OF WORK TOTAL</b>     | <b>\$ 30,804,459</b> |
| GENERAL CONDITIONS            | 442,830              |
| CONSTRUCTION PHASE FEE        | <u>482,872</u>       |
| <b>PACKAGE 1 GMP TOTAL</b>    | <b>\$ 31,730,161</b> |

|  |                     |
|--|---------------------|
| <b>CONSTRUCTION SCHEDULE SUMMARY</b>       | <b>31.38 MONTHS</b> |
| NOTICE TO PROCEED WITH PKG. 1 CONSTRUCTION | 10/24/2023          |
| NOTICE TO PROCEED WITH PKG. 2 CONSTRUCTION | 01/23/2024          |
| PROJECT SUBSTANTIAL COMPLETION             | 06/01/2026          |

 **AIA** Document A133<sup>®</sup> – 2019 Exhibit A**Guaranteed Maximum Price Amendment**

This Amendment dated the 23rd day of October in the year 2023, is incorporated into the accompanying AIA Document A133<sup>TM</sup>-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 12th day of April in the year Two Thousand Twenty Three (the "Agreement")  
(In words, indicate day, month, and year.)

for the following **PROJECT**:  
(Name and address or location)

Construction of New High School – MVIDS HS2 - Amendment No. 1 – Package 1  
308 CR 381 S  
San Antonio, Texas 78253

**THE OWNER:**  
(Name, legal status, and address)

Medina Valley Independent School District, a public school district and political subdivision of the State of Texas  
8449 FM 471 S.  
Castroville, Texas 78009  
Phone: 830-931-2243

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

Bartlett Cocke General Contractors, LLC  
8706 Lockway Street  
San Antonio, Texas 78217  
Phone: 210-655-1031  
Fax: 210-655-1327

**TABLE OF ARTICLES**

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**ARTICLE A.1 GUARANTEED MAXIMUM PRICE****§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>TM</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

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(1853370704)

and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirty One Million Seven Hundred Thirty Thousand One Hundred Sixty One Dollars and 00/100 (\$ 31,730,161.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

*(Provide itemized statement below or reference an attachment.)*

See attached Exhibit 1, Medina Valley Independent School District HS 2 Package 1 Guaranteed Maximum Price Proposal prepared by Bartlett Cocke General Contractors and dated October 23, 2023

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

| Item | Price |
|------|-------|
| N/A  |       |

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
| N/A  |       |                           |

§ A.1.1.6 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ A.2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of execution of this Amendment.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

October 24, 2023 – Anticipated Date to Receive a Notice to Proceed

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

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§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: June 1, 2026 – Date is based on receiving the Notice to Proceed on October 24, 2023.

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
| N/A             | N/A                         |

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

| Document           | Title | Date | Pages |
|--------------------|-------|------|-------|
| Refer to Exhibit 1 |       |      |       |

§ A.3.1.2 The following Specifications:  
*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

See attached Exhibit 1

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

§ A.3.1.3 The following Drawings:  
*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

See attached Exhibit 1

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

§ A.3.1.4 The Sustainability Plan, if any:

*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

Title  
N/A

Date

Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

| Item                   | Price |
|------------------------|-------|
| See attached Exhibit 1 |       |

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

See attached Exhibit 1

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See attached Exhibit 1

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:  
(List name, discipline, address, and other information.)

N/A

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

Dr. Scott Caloss, Superintendent of Schools  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

James Caraway, Vice President of Operations, South  
Texas  
\_\_\_\_\_  
(Printed name and title)

Init.

# **Additions and Deletions Report for**

## **AIA® Document A133® – 2019 Exhibit A**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:03:44 ET on 10/10/2023.

### **PAGE 1**

This Amendment dated ~~the~~ the 23rd day of October in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 12th day of April in the year Two Thousand Twenty Three (the "Agreement")

...

*(Name and address or location)*

Construction of New High School – MVISD HS2 - Amendment No. 1 – Package 1  
308 CR 381 S  
San Antonio, Texas 78253

...

*(Name, legal status, and address)*

Medina Valley Independent School District, a public school district and political subdivision of the State of Texas  
8449 FM 471 S.  
Castroville, Texas 78009  
Phone: 830-931-2243

...

Bartlett Cocke General Contractors, LLC  
8706 Lockway Street  
San Antonio, Texas 78217  
Phone: 210-655-1031  
Fax: 210-655-1327

### **PAGE 2**

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirty One Million Seven Hundred Thirty Thousand One Hundred Sixty One Dollars and 00/100 (\$ 31,730,161.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

See attached Exhibit 1, Medina Valley Independent School District HS 2 Package 1 Guaranteed Maximum Price Proposal prepared by Bartlett Cocke General Contractors and dated October 23, 2023

...

N/A

...

N/A

...

[ X ] Established as follows:

...

October 24, 2023 – Anticipated Date to Receive a Notice to Proceed

**PAGE 3**

[ X ] By the following date: June 1, 2026 – Date is based on receiving the Notice to Proceed on October 24, 2023.

...

N/A

N/A

...

Refer to Exhibit 1

...

See attached Exhibit 1

...

See attached Exhibit 1

**PAGE 4**

N/A

...

See attached Exhibit 1

...

See attached Exhibit 1

...

See attached Exhibit 1

...

N/A

...

Dr. Scott Caloss, Superintendent of Schools

James Caraway, Vice President of Operations, South Texas

## **Certification of Document's Authenticity**

*AIA® Document D401™ – 2003*

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:03:44 ET on 10/10/2023 under Order No. 4104243246 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*