Medina Valley Independent School District
Board of Trustees
Regular Meeting on Thursday, May 30, 2024 at 6:00 PM
Medina Valley ISD Central Office Board Room

A Regular Board Meeting of the MVISD Board of Trustees was held on Thursday, May 30, 2024, 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 Flag followed by a moment of silence

II. **Student/Staff Recognition**
- A Star Students
- B Above & Beyond Service Staff Recognition

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 Board Committee Reports
- Finance Committee
- Construction Committee
- Curriculum Committee

B Construction Briefing 3
- High School #2
- MVHS Turf Field Project

C Fine Arts Program Update 15

D MVISD Scorecard Update - Priority 4 54

E Marshal Program Presentation 65

F Financial Briefing 73
- General Fund Financial Statement
- Child Nutrition Financial Statement
- Debt Service Fund Financial Statement
- Bond 2023 Capital Projects Report

G Superintendent Briefing 79
- Student Achievements
- Staff Achievements
- District Enrollment Numbers

H First Reading of District Initiated Local Policy Revision - DNA (Local) 89

I First Reading of TASB Initiated Local Policy Update 123 90

V. **Discussion and Possible Action Items**

A Consider Approval of Minutes for Regular Board Meeting on April 29, 2024, and Special Board Meeting on April 29, 2024, and May 14, 2024 132

B Consider Approval of Additional Representatives to the Lone Star Investment Pool 143

C Consider Approval of Inter-local Agreement with Goodbuy Purchasing Cooperative 145

D Consider Approval of Budget Amendment 154

E Consider Approval of the Medina Valley ISD Logo and the District Branding Guide 156

F Consider Approval of Amendments and Additions to the 2023-2024 Compensation Plan 221

G **Silos Elementary Purchases**

1 Consider Approval of Purchase of Textbooks from McGraw Hill in the amount of $220,455.44 for Silos Elementary 222

2 Consider Approval of Purchase of Campus Technology Equipment from Intech Southwest in the amount of $403,535.00 for Silos Elementary 230

3 Consider Approval of Purchase of Campus Technology Equipment from Apple in the amount of $50,220.00 for Silos Elementary 238

H Consider Approval of Change Order #1 to WR Griggs General Contractors for the Medina Valley Middle School Traffic Improvement Project 241

I Consider Approval of the Purchase of Campus Technology Equipment from Intech Southwest in the amount of $317,590.00 for District Schools 244

J Consider Approval of the Purchase of 450 classroom ipads from Apple in the amount of $125,550.00 for District Schools 249

K Consider Approval of the 2024-2025 Memorandum of Understanding with Bexar County Juvenile Board 252

L Consider Approval of Selection of the Construction Procurement Method for the Medina Valley ISD District Wide Access Controls Security Project 272

M Consider Approval of Site Marketing Agreement with Diamond Communications Services 273

N Consider Approval of Purchase and Installation Services of Security Fencing for High School 334

O Consider Approval of the Adoption of the Science Curriculum for grades K-5 from Houghtin Mifflin Harcourt, and Purchase of the instructional materials in the amount of $707,319.62 336

P Consider Approval of the Adoption of the Science Curriculum for grades 6-12 from SAVVAS, and Purchase of the instructional materials in the amount of $611,735.35 339

VI. **Closed Session**

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

B Personnel Matters: Resignations, Retirements, Leaves of Absence, Reassignments, New Employment, New Personnel Position, Duties/Responsibilities of Employees (TX Govt. Code Section 551.074)

- Director of Curriculum and Instruction
- Executive Director of Schools

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

D Considering the deployment, specific occasions for, or implementation of, security personnel or devices (TX Govt. Code Section 551.076)

- District Facility Safety Assessment Report

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

A Consider Approving the Superintendent's Recommendation to hire _____ for the Director of Curriculum and Instruction Position

B Consider Approving the Superintendent's Recommendation to hire _____ for the Executive Director of Schools Position

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
INDEPENDENT SCHOOL DISTRICT

Board of Trustees Meeting: Medina Valley High School 2 Construction Briefing

Thursday, May 30, 2024

GENERAL PROJECT SUMMARY:

General Contractor (CMR): Bartlett Cocke General Contractors

Original Substantial Completion Date: June 2026
Requested Days to Date: Zero (0)

Contract Sum (GMP): $254,950,157.00
Change Order Sum to Date: $0.00
Current Contract Sum: $254,950,157.00

Percentage of Work Complete: 14% - Pay Application No. 6 (Apr. 2024)
$34,578,839 Total Stored/Completed





Drone Video






DEWALT
DEWALT


Micro 19

Medina Valley
INDEPENDENT SCHOOL DISTRICT

Board of Trustees Meeting:
MVHS Stadium Turf Project
Construction Briefing

Thursday, May 30, 2024

GENERAL PROJECT SUMMARY:

General Contractor (CMR): WR Griggs Construction Company, Inc

Original Substantial Completion Date: July 2024

Requested Days to Date: Zero (0)

Original Contract Sum (GMP): $4,947,000.00

Change Order Sum to Date: $0.00

Current Contract Sum: $ 4,947,000.00

Percentage of Work Complete: 43% - Pay Application No. 4

$2,131,782 Total Stored/Competed







State of the Fine Arts Program Board Presentation



MVISD Fine Arts

Juan Carlos Rodriguez, Fine Arts Director
Dora Ramirez, Fine Arts Secretary

MVISD Fine Arts Programs

Elementary Fine Arts (Music & Art)
Middle School Visual Arts
Middle School Theatre
Middle School Choir
Middle School Band
High School Visual Arts
High School Theatre Arts
High School Tech Theatre
High School Dance
High School Choir
High School Band

Elementary

- 2 certified Music or Art Teachers per Elementary
  - Exception of Castroville Elementary
- PTO and Community Presentations
- UIL Music Memory, Art Memory, MVISD Christmas Card Competition
- **Program Goals: Two Fine Arts Teachers per campus for every campus.**









MS Visual Arts

- 2 certified Teachers in Art per Middle School Campus
- Classes are tiered - Beginner and Advanced
- Jr Vase, Chalk it Up! and other various competitions
- Digital Art, Drawing, and Painting
- Loma Alta Current Program Enrollment 23-24: **358** Projected 24-25: **244**
- Medina Valley MS Current Program Enrollment 23-24: **390** Projected 24-25: **328**
- **Program Goals: Equity between the campuses as far as equipment**







HS Visual Arts

- 3 certified Teachers in Art - 2 Full Time Art Teachers, and 1 part time Art & Swim Coach
- Chalk it Up, VASE, and various other competitions
- Drawing, Painting, Photography, Digital Art, Ceramics
- High School Current Program Enrollment 23-24: **397** Projected 24-25: **587**
- **Program Goals: To be able to offer specialized Art 2 and 3 courses.**
- **To increase the retention and number of students in advanced classes.**







Dance

- Currently a 9-12 class
  - Will Be Piloted as a MS Program with MS #3
- 1 - Teacher Dual Certified in Dance and Physical Education
- 2 Concerts per year Winter and Spring
- Current Enrollment for 23-24: **104** Projected for 24-25: **106**
- **Program Goal is to increase retention in the Dance 3 & 4 classes**







MS - Theatre

- Open to 6th - 8th grade - both campuses now offer tiered classes
- Loma Alta MS and Medina Valley MS both have a Theatre Teacher
- Both Programs have a Fall and Spring Production
- Both Programs participated in the Harlandale ISD MS One-Act Play Festival
  - Loma Alta MS - Superior
  - Medina Valley MS - Excellent
- Loma Alta Current Program Enrollment 23-24: **115** Projected 24-25: **132**
- Medina Valley MS Current Program Enrollment 23-24: **104** Projected 24-25: **110**
- **Program Goal: Move programs into a UIL Middle School One-Act Play Competition**









HS - Theatre

Theatre Arts & Tech Theatre

What's the Difference: **Theatre Arts** covers the fundamentals of Acting and Performing in addition to directing, playwriting, and producing.
Tech Theatre covers planning the set design, lighting, sound design, set building, costumes and Makeup.

- 1 - Theatre Teacher - certified in Theatre Arts
  - Theatre Arts 1-4
  - Tech Theatre 1-4
- Fall Show, Spring Show, and UIL One-Act Play
- Current 23-24 Enrollment:
  - ➢ Theatre Arts: 101
  - ➢ Tech Theatre: 90 - **191 Total**
- Projected Enrollment for 24-25:
  - ➢ Theatre Arts: 74
  - ➢ Tech Theatre: 65 - **139 Total**







MS Choir

- 1 certified Teacher in Music - currently shared between both Middle Schools

- 5 performances a year: Fall, Winter, UIL, and Spring plus Recruiting
- Competed this year at UIL as a Combined Choir, and will do so for the 2024-2025 school year.
- Loma Alta Current Program Enrollment 23-24: **47** Projected 24-25: **45**
- Medina Valley MS Current Program Enrollment 23-24: **31** Projected 24-25: **34**
- **Program Goals:**
- **1.) Have a program large enough for each Middle School to be represented individually at UIL.**
- **2.) Grow the program so each school can have their own full time Choir Director.**







HS Choir

- 1 certified Teacher in Vocal Music - teaches 3 sections of choir and 4 sections of Music Appreciation.
    - Next Year will teach AP Music Theory
- 5 performances a year: Fall, Winter, UIL, and Spring plus Recruiting
- Competes at UIL Solo & Ensemble, UIL Concert & Sight-Reading Evaluation, TMEA Region, Pre-Area, and Area
- High School Current Program Enrollment 23-24: **61** Projected 24-25: **70**
- **Program Goal: Grow the Program and have it be large enough to have 4 sections of Choir: Mixed, SSA, TB, and Beginner**







MS Band

- 2 certified Teachers in Instrumental Music per Middle School Campus
- 5 performances a year: 8th Grade Band Night, Winter, UIL, and Spring plus Recruiting at the Elementaries
- Competes at Solo & Ensemble, UIL Concert & Sight-Reading Evaluation, TMEA Middle School Auditions
- Loma Alta Current Program Enrollment 23-24: **211** Projected 24-25: **275**
- Medina Valley MS Current Program Enrollment 23-24: **200** Projected 24-25: **265**
- **Program Goals:**
- **1.) To Take a Sub-Non-Varsity Band to UIL**
- **2.) To increase the number of students who earn a chair in the TMEA Region Band**



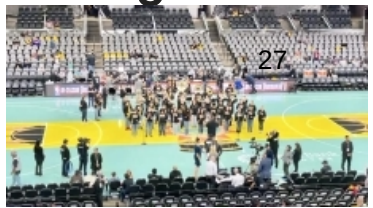



HS Band

- 3 certified Teachers in Instrumental Music - 1 is split as the Fine Arts Director
- Performances a year: Marching Season, Winter, UIL, and Spring plus Recruiting at the Middle Schools
- Competes at UIL Marching, UIL Solo & Ensemble, UIL Concert & Sight-Reading Evaluation, TMEA High School Auditions for Band and Jazz Band, TECA, and Percussion Contests
- Courses Offered: Band 1-4, Jazz Band 1-4, Instrumental Ensemble 1, Percussion 1-4, Color Guard 1-4
- 8 performing groups: Wind Ensemble, Symphonic Band, Concert Band, Jazz Band, Color Guard, Percussion Ensemble, Steel Pan Ensemble, Flute Choir
- High School Current Program Enrollment 23-24: **181** Projected 24-25: **252**
- **Program Goals:**
- **1.) To implement a fourth band - Panther Band**
- **2.) To increase the number of students who earn a chair in the TMEA Region Band**







Future Programs

- Elementary Strings - Violin Only in preparation for Middle School Mariachi
  - After School Beginner Classes - Taught by Tutors
    - Will initially only be offered at feeder schools to MS #3
      - Anticipated beginning the 25-26 school year
    - If interest is for Mariachi at all MS then Strings will begin a year prior to 6th grade beginner Mariachi.
  - Students who sign up for this class must agree to sign up for Middle School Mariachi their 6th grade year
  - Anticipated Costs - Tutor Fees, Facility Usage Costs, Instrument Purchases

- Middle School Mariachi -
  - Will begin with 6th grade only at MS #3
    - Anticipated beginning 26-27
    - String Players will be in their second year of playing
    - Begin Guitars, Vihuela, Guitarron, and Harp
    - Trumpets will take beginner Band and may sign up for Mariachi only 7th & 8th grade
  - Anticipated Cost - Certified Mariachi Teacher, Instrument Purchases, Uniforms (Trajes) - each year the inventory will need to increase for growth.

Future Programs

- Middle School Dance
  - Anticipated start 26-27 at MS #3
  - Will be offered to all grade levels 6-8 as a beginner course
    - Each additional year a new tier will be added.
    - Students can receive PE and Fine Arts credit for Dance
  - Anticipated Cost - 1 certified Dance/Physical Education Teacher, supply costs for practice and performance uniforms.
- High School Mariachi
  - Will be piloted at HS #2
    - Anticipated beginning 29-30
    - String Players should have 4 years of instruction prior to entering HS
    - Guitars, Vihuela, Guitarron, Harp, and Trumpets should have 3 years of playing experience
    - A combined beginner class should be offered
  - Anticipated Cost - Certified Mariachi Teacher, Instrument Purchases, Uniforms (Trajes) - each year the inventory will need to increase for growth

Snaps for Fine Arts

Castroville Elementary

Castroville Elementary Honor Choir Performances-

Veteran's Day Program at Castroville Elementary
City of Castroville Annual Veteran's Day Ceremony
5th Grade Choir Students sing at December School Board Meeting
Choir Performs at Castroville Old Fashion Christmas
Choir presents "A December to Remember" Christmas Program
Choir presents "Blast from the Past" Spring Program
Choir sings the National Anthem at the San Antonio Missions Game

Campus Programs/Activities-

Second Grade presents "Polar Express the Musical"
First Grade presents "Valentine's Kisses"
Kindergarten sings during their Kindergarten Promotion Ceremony
Castroville Elementary Talent Show
2nd-5th Grade UIL Music Memory teams compete at District Competition **Coach: Joy Hudspeth**

- Third Grade-6th Place
- Fourth Grade-2nd and 4th Place
- Fifth Grade-2nd Place

4th and 5th Grade UIL Art Memory teams compete at District Competition **Coach:** Kerry Mcintire
Students compete in MV Christmas Card Competition
Students compete in yearbook cover/back cover competition

Snaps for Fine Arts

La Coste Elementary

La Coste Choir

Performances: Veteran's Day, Castroville's An Old Fashioned Christmas, December Family Night, February PTO meeting, Viva Learning Family Night (April)

San Antonio Symphony League Paint to Music Art Competition:

Lily Rollins- First Place
Olivia Gonzales- Second Place
Madisyn Pena- Third Place
Xavianna Valadez- Honorable Mention

Snaps for Fine Arts

Ladera Elementary

Ladera Lyrics Honor Choir

Performances: November: Veteran's Day , December: An Old Fashioned Christmas (Castroville)

Field Trip: San Antonio Symphony

SA Symphony Docent presentation

SA Symphony 1st Violin demonstration

Ladera Beats Bucket Drumming

Performance: STAAR Pep Rally

PreK Promotion Ceremony

Kindergarten Promotion Ceremony

1st Grade Program Holidays! Dec PTO Meeting

2nd Grade Program Winter January PTO Meeting

3rd Grade Program American Song April PTO Meeting

Select Group Performed for the April School Board meeting.

4th Grade Program Journey into Outer Space February PTO Meeting

5th Grade Program Welcome Back September PTO Meeting

Christmas Caroling in the Halls by Ladera Lyrics

US Army Quintet Presentation 3rd, 4th and 5th grades

Music Memory UIL

Art Memory UIL

Art Show March PTO Meeting

MVISD Christmas Card Competition

Collaborative Art Projects: Kindness Week, Black History Month, Hispanic Heritage Month

Snaps for Fine Arts

Luckey Ranch Elementary

LRE 3rd-5th Choir

Performances: November: Veteran's Day , December: An Old Fashioned Christmas (Castroville)

Performance: Spring Show in May

Practice for every Awards Ceremony

5th Grade Program Fall Performance- October PTO Meeting

2nd Grade Program The Day the Crayons Quit- November PTO Meeting

4th Grade Program Crazy Carols!- December PTO Meeting

3rd Grade Program The Gratitude Tree- January PTO Meeting

1st Grade Program Love Bugs!- February PTO Meeting

Pre K Program April Show -April PTO Meeting

Kinder Program Spring Songs- May PTO Meeting

2nd-5th Grade UIL Music Memory teams compete at District Competition **Coach: Brianna Pafford**

- Third Grade- 2nd place and 5th place
- Fifth Grade-5th place and 6th place

4th and 5th Grade UIL Art Memory teams compete at District Competition **Coach:** Karen Neuman

- Third Grade-

Art Decorated for **EVERY** PTO Meeting

MVISD Christmas Card Competition

Snaps for Fine Arts

Medina Valley Middle School

Band

- 3 students earned District Band recognition
  - Gabriella Casillas, Alto Saxophone
  - Easton Earnest, Percussion
  - Zavier Jauregui, Baritone
- 5 Students earned Region Band recognition and performed with one of the Region 11 Bands
  - Zoe Bryant, 1st chair Bassoon (Band 1)
  - Bailey Bendele, 4 Chair Bassoon (Band 2)
  - Yashua Johnson, 8th Chair Percussion (Band 1)
  - Sarah Kentch, 10th Chair Percussion (Band 2)
  - Ava Gardner, 1st Chair Double Bass (Band 2)
- UIL Concert & Sight-Reading Evaluation
  - Wind Ensemble - Sweepstakes - Superior Stage - Superior Sight-Reading
  - Symphonic Band - Sweepstakes - Superior Stage - Superior Sight-Reading
- TLU BandFEST
  - 6th Grade Beginner Band - Outstanding Performance- Superior Ratings from all Judges

Snaps for Fine Arts

Medina Valley Middle School

Choir

- TMEA Region Choir
  - Jada Joseph,7th chair, Alto 1
  - Chelsea Anyabena, 10th chair, Alto 1
  - Leah Melton, 14th chair, Alto 1
  - David Redrovan, 16th chair, Bass 1
- UIL Concert & Sight-reading Evaluation
  - Advanced Treble Choir (combined with LAMS)- Sweepstakes- Straight Superior ratings on Stage and in Sight-reading
- Community/School Events
  - Advanced Choir
    - Pep Rally National Anthem Performance
    - Veterans Day National Anthem Performance

Snaps for Fine Arts

Medina Valley Middle School

Theatre

- Drama Club established
- Drama Club officers attended Junior Thespians Festival in November 2023
- Fall Show 2023 *Complaint Department & Lemonade*
- Harlandale ISD UIL Festival Competition / Public Show 2024 *Bakers Dozen*
    - Earned a 2 with multiple compliments from adjudicator
    - Outstanding Technician Award: Kaitlyn Morrow
    - All Star Cast: William Pendergast
    - Honorable Mention Cast: Kasen Fairfax

Snaps for Fine Arts

Medina Valley Middle School

Visual Arts

- Art Club participated in Chalk-it-Up in Downtown San Antonio Oct 2023
- Art Teachers of both middle schools attended and presented at the TAEA Conference in Dallas Nov 2023
- Art Club had a booth at Old Fashion Christmas in Castroville Dec 2023
- 6th - 8th grade art students participated in Lytle's Friendship Art Club Sept 2023
    - Brooke Woodbury won third place in the overall middle school division. First place Draven Salas, second place Adrian Silva and Kinley Hunt.
- Art Dept put on a Family Painting Night for the community to attend and take home a painting Dec 2023
- 6th - 8th grade Participated in UIL ART winning numerous awards Jan-Feb 2023
- 6th & 8th grade Participated in Castroville's Poppy Festival Poster Art Contest March 2024
    - Youth Category Winner - Brooke Woodbury 6th grade $200
    - Student Category - Winner - Amaya Garcia 8th grade $300
    - 2nd Place - Leland Arroyo 6th grade $100
    - Special Judges Awards - Kinley Hunt 6th Grade $25
- 6th - 8th grade Participated in JR VASE art competition in San Antonio April 2024
- 6th - 8th grade BIG Art Night - Community was invited to view the art work of the art students, participate in a art project, and learn of the benifits in art in schools
- 6th - 8th grade Participated in the SWTJC Creative Arts Contest in Uvalde April 2024

Castroville	Leland	Arroyo	Grades 5-6	Medina Valley Middle School
Castroville	Cyndel	Garza	Grades 5-6	Medina Valley Middle School
Castroville	Kinley	Hunt	Grades 5-6	Medina Valley Middle School
Castroville	Kinley	Hunt	Grades 5-6	Medina Valley Middle School
Castroville	Dakota	Parrish	Grades 5-6	Medina Valley Middle School
Castroville	Brie	Shepherd	Grades 5-6	Medina Valley Middle School
Castroville	Amaya	Garcia	Grades 7-8	Medina Valley Middle School
Castroville	Adrian	Silva	Grades 7-8	Medina Valley Middle School
Castroville	Charles	Westby	Grades 7-8	Medina Valley Middle School

Snaps for Fine Arts

Loma Alta Middle School

Choir

- TMEA Region Choir
  - Julieanna Chunn, 13th chair, Soprano 1
  - Harmony Ortiz, 9th chair, Alto 1
- UIL Concert & Sight-reading Evaluation
  - Advanced Treble Choir (combined with MVMS)- Sweepstakes- Strait Superior ratings on Stage and in Sight-reading
- Community/School Events
  - Beginner/Advanced Choir
    - Pep Rally National Anthem Performance
    - Veterans Day National Anthem Performance

Snaps for Fine Arts

Loma Alta Middle School

Theatre

- Fall Show: *Puffs*
  - ★ Cast consisted of both 4th and 7th period Advanced Theatre Arts students.
  - ★ Crew consisted of the 8th grade Drama Club members and a few 6th grade Theatre 1 students.
- 4th period and 7th period Advanced Theatre Arts students wrote and performed their own original short plays with the purpose of showcasing them for our feeder elementary schools.
  - ★ February 2024- Students traveled to Ladera Elementary to perform for the 3rd, 4th, and 5th graders
  - ★ May 2024- Students performed for family and friends at Loma's Cafeteria. (6th grade Theatre 1 students teched their show)
- One Act Play Festival/Spring Show: *Wild Strawberries*
  - ★ Received a 1 (Superior rating) for a second year in a row.
  - ★ Awards:
    - ➢ Outstanding Technician: Mila Lopes
    - ➢ Honorable Mention All Star Cast: Damian Largaespada & Naomi Ashton
    - ➢ All Star Cast: Luna Healey
    - ➢ Best Performer: Audrey Hartman

Snaps for Fine Arts

Loma Alta Middle School

Visual Arts

- Ava Barry, Londyn Sanders, Shianne Issa, and Parina Patel captured four first place ribbons, including the prestigious First Place Judges' Choice awarded to Parina Patel at the Friendship Art Competition in Natalia.
- Elannie White, Ava Barry, Parina Patel, Ava Gierlak, Londyn Sanders, Eve Orsario, Shianne Issa, and Leora Costa earned a spot in the Fall 2023 Celebrating Art Book, showcasing their talent on a national stage.
- Many of our Art students excelled in UIL competitions, with over 10 medals and numerous ribbons brought home by our artists.

Snaps for Fine Arts

Loma Alta Middle School

Visual Arts Continued

- At the TAEA JrVASE competition:
  - All 10 participants emerged victorious in justifying their artistic choices during interviews.
    - Maliyah Dotson won for two separate pieces
    - Yanely Gonzales
    - Aria Longoria
    - Layla Medina
    - Trinity Watkins
    - Ava Barry
    - Alice Bruno
    - Ariel McDonel
    - John Martinez
    - Alice Bruno
  - Three students earned platinum medals, placing them in the top ten percent.
    - Maliyah Dotson
    - Ava Barry
    - Ariel McDonel

Snaps for Fine Arts

Loma Alta Middle School

Band

- TMEA All District Band
  - Rhylee Barden, Clarinet
- TMEA All Region Band
  - Soledad Duran, Clarinet
- UIL Concert & Sight-reading Evaluation
  - Concert Band (non-varsity)- Sweepstakes
  - Symphonic Band (varsity) - Sweepstakes
- American Classic Bluebonnet Classic
  - Symphonic Band- Best in Festival, Division 1, Superior ratings from all judges
  - Concert Band Division 1, Superior ratings from all judges
- TLU BandFEST
  - 6th grade beginner Band - Outstanding Performance - Superior Ratings from All Judges

Snaps for Fine Arts

Medina Valley High School

Visual Arts

Chalk It Up in San Antonio, an area wide student arts contest

- High School Category 1st place Winner- Kayla Oliver, Jaime Masters, Abigail Cordero and Durne Van Buren

Western Art Contest for Stock Show and Rodeo

- 2nd place sculpture category - Olivia Neeley

Visual Arts Scholastic Event for Region 20 - VASE

- Top rating of 4 in Division 3
- Rating of 3 in Division

Snaps for Fine Arts

Medina Valley High School

Dance

The MVHS dance classes participated in two shows throughout the year. The Winter Show was many students' first opportunity to perform on stage, and the Spring Show allowed parents to see the growth that took place throughout the year.

TOP CATS

- Summer - The varsity officers attended officer camp and received division 1 for their performances. Kloe Banik received a superlative award for showing outstanding leadership throughout the camp.
- Fall Semester -
  - Both teams participated in Old Fashioned Christmas and performed at a San Antonio Spurs game when not cheering on the football team.
- Spring Semester -
  - Both teams participated at the Showmakers Regional Competition and received numerous awards. Varsity earned sweepstakes awards for having an 85 or above from all 3 judges on all routines, outstanding showmanship for 1 routine and 3rd place in contemporary. JV earned a division one for getting an 85 or above from all judges on their routine, and earned 2nd place!
    - Soloists Gabriele Garza, Janey Frost and Allison Dowell all got division 1 for their solos.
  - Both teams participated at the Showmakers State Competition and received numerous awards. Varsity received sweepstakes for receiving 85 and above on all three routines, outstanding showmanship in jazz and pom, and placed 3rd in state for their pom routine. JV got a division 1 for getting 85 and above on their routine from all judges, and received an outstanding showmanship award for their performance.
    - Soloists Gabriele Garza, Janey Frost and Allison Dowell all got division 1 for their solos.
  - The Top Cats participated in the Fiesta Flambeau Parade and placed 2nd for out of town dance groups.

Snaps for Fine Arts

Medina Valley High School

Theatre

Thespian Officers went to Troupe day in August 2023
Children Show, *Once Upon a Wolf* in October 2023
Fall Show 2023, *The Phantom of the Opera*
UIL One Act Play 2024, *The Ballad of Maria Marten*
All Star Technician-Payton Booth
Honorable Mention All Star Cast-Isabel Davidson for Ann Marten,
Haleigh Edgington for Lucy Balham
All Star Cast-Kyla Billups for Maria Marten
Zone A Alternate Play 2024
Thespian Inductions 2024/2025
UIL Technical Design Pre Qualifying Round-Railyn Young (Costume Design)

Snaps for Fine Arts

Medina Valley High School

Choir

- TMEA All-Region
  - Anthony Cortinas, 8th chair, Tenor 1, advanced to Pre-Area
  - Alicia Ostrander, 12th chair, Soprano 1
  - Christopher Tolle, 2nd chair, 1st chair Pre-Area, advanced to Area, Tenor 2
- UIL Solo and Ensemble
  - Class 1 Solos: 4 Superior medals
  - Class 2 Solos: 5 Superior medals
  - Class 3 Solos: 2 Superior medals
  - The four Class 1 soloists all qualified for Texas State Solo and Ensemble in May
    - Dylan Lee, tenor
    - Gabriel Rivera, tenor
    - Alicia Ostrander, soprano
    - Lauren Renteria, alto

Snaps for Fine Arts

Medina Valley High School

Choir

- UIL Concert and Sight Reading
  - Varsity Mixed Choir - Straight Superior ratings on stage and in sight reading from all 6 judges- Sweepstakes!
  - Junior Varsity Mixed Choir - Straight Superior ratings on stage and in sight reading from all 6 judges- Sweepstakes!
  - First time in school history that two group earned Sweepstakes at the same competition
- Community/School Events:
  - Non-Varsity/JV Christmas Caroling at local nursing home
  - Varsity Mixed Special Olympics National Anthem
  - Twinning Ceremony National Anthem/Texas Anthem
  - Varsity Mixed Pep Rally National Anthem
  - Varsity Mixed Spurs Game National Anthem
  - Night of Arts Varsity Mixed performance

Snaps for Fine Arts

Medina Valley High School

Band

- Marching Season - The Ascent
- Thunder in the Hills Percussion Contest - 4th place - Outstanding Tenor Line
- Seguin Marching Festival
  - Prelims - 2nd place 5A, 5th place overall, Outstanding Percussion 5A
  - Finals - 2nd place 5A, 5th place overall, 2nd place Percussion Overall
- Champion Southwest ISD Marching Classic
  - Outstanding in Class
  - Outstanding Drum Major
  - Outstanding Music
  - Outstanding Color Guard
  - Outstanding Percussion
- 2nd Appearance at Vista Ridge Marching Festival
- Superior UIL Region Marching Contest
- Area Marching Contest - Finalist
- Brandeis - South Texas Classic Drumline Competition
  - 1st Place Stand Still Division I Blue
  - Best Snare Line

Snaps for Fine Arts

Medina Valley High School

Band

- TIERRAS Percussion Contest
  - 1st Place in the HS Snare Division
  - 2nd Place in the HS Keyboard Division
  - 3rd Place in the HS Keyboard Division
- TMEA Region Band Auditions
  - 29 Students Earned Chairs in the Region Band
    - Dylan Lee, Flute - Area Band
    - Andrew Vines, Oboe - Area Band
    - Mallori Lewis, Bassoon - Area Band
    - Hameed Wilson, Trumpet - Area Band
    - Caleb Davis, Tenor Trombone - Area Band
    - Luis Garcia, Bass Trombone - Area Band
    - David Onstott, Euphonium - Area Band
    - Luke Mascorro, Percussion - Area Band
    - Juan Ramirez, Percussion - Area Band
    - Richard Myers, Percussion - Area Band

Snaps for Fine Arts

Medina Valley High School

Band

- TMEA Region Jazz Band Auditions
  - 3 students earned chairs in the Region Band
    - Caleb Davis, Trombone - Area Band
    - Edward Ocampo, Tenor Sax - Region Band
    - Richard Myers, Drum Set - Region Band
- TECA - Medina Valley - Color Guard
  - 2nd Place Scholastic A - Varsity Guard
  - 2nd Place Scholastic Novice Blue - JV Guard
- TECA - Wagner - Color Guard
  - 3rd Place Scholastic A - Varsity Guard
  - 3rd Place Novice Red - JV Guard
- TECA - Madison - Color Guard
  - 2nd Place Scholastic A - Varsity Guard
  - 2nd Place Novice Red - JV Guard
- TECA - Seguin - Color Guard
  - 3rd Place Scholastic A - Varsity Guard
  - 2nd Place Novice Red - JV Guard

Snaps for Fine Arts

Medina Valley High School

Band

- TECA - State - Guard
  - 2nd Place - Scholastic A - Varsity Guard
  - 4th Place - Novice Red - JV Guard
- UIL Solo & Ensemble - MVHS HS
  - 52- Class 1 - Superior Medals were awarded
  - 10 - Class 2 - Superior Medals were awarded
  - 3 - Class 3 - Superior Medals were awarded
- 11 soloists and 5 ensembles qualified for the UIL Texas State Solo & Ensemble Contest which occurs in May 2024 in Austin! To qualify for state, a soloist must perform a class 1 solo from memory and receive a superior rating. An ensemble must receive a superior rating on a class 1 ensemble.

  Classes for both solo and ensembles are divided by difficulty levels.
  - Class 1 - Superior Ratings - Solos
    - Kambree Delgado, Flute, **STATE** Qualifier
    - Darion Borman, Alto Saxophone, **STATE** Qualifier
    - Edward Ocampo, Tenor Saxophone, **STATE** Qualifier
    - Hameed Wilson, Trumpet, **STATE** Qualifier
    - Hosea Butler, Snare, **STATE** Qualifier
    - Andrew Simonson, Snare, **STATE** Qualifier

Snaps for Fine Arts

Medina Valley High School

Band

- Leahnae Bagley, Marimba, **STATE** Qualifier
- Savannah Christa, Marimba, **STATE** Qualifier
- Vincent Flores, Marimba, **STATE** Qualifier
- Richard Myers, Marimba, **STATE** Qualifier
- Juan Ramirez, Marimba, **STATE** Qualifier

- Class 1 - Superior Ratings - Ensembles
  - Flute Choir - Adventures in Space - **STATE** Qualifier (Kloe Banik, Emma Beck, Jenica Brito, Kambree Delgado, Clarisse Fadul, Dylan Lee, Nicole Racca, Summer Richardson)
  - Saxophone Quartet - Farandole - **STATE** Qualifier (Darion Borman, Antonio Davidson, Ariana McConney, Edward Ocampo)
  - Clarinet Quartet - Chase of the Centaurs - **STATE** Qualifier (Sarah Alvarado, Riley Canizales, Hunter Hurley, Evelynn Schlaht)
  - Percussion Ensemble - Duende - **STATE** Qualifier (Savannah Christa, Andres Gomez, Maya Hernandez, Luke Mascorro, Richard Myers, Alyssandra Nava, Juan Ramirez)
  - Steel Band - PanSon - **STATE** Qualifier (Hosea Butler, Matthew De Los Santos, Vincent Flores, Brenden Julian, Wyatt Kohlleppel, Sergio Mendez, Levi Nasto, Christian Nixon, Alejandro Ruiz, Andrew Simonson)

Snaps for Fine Arts

Medina Valley High School

Band

- UIL Concert & Sight-Reading Evaluation
  - Wind Ensemble - Sweepstakes - Superior Stage - Superior Sight-Reading
  - Symphonic Band - Sweepstakes - Superior Stage - Superior Sight-Reading
  - Concert Band - Sweepstakes - Superior Stage - Superior Sight-Reading
- Winston Churchill Jazz Festival - Jazz Band - Superior Rating
- Fiesta Flambeau Performance - 3rd place out-of-town band!



****MVISD Music Ensembles** - All Ensembles Received a Sweepstakes at their UIL Concert & Sight-Reading Evaluation! This is a true feat!

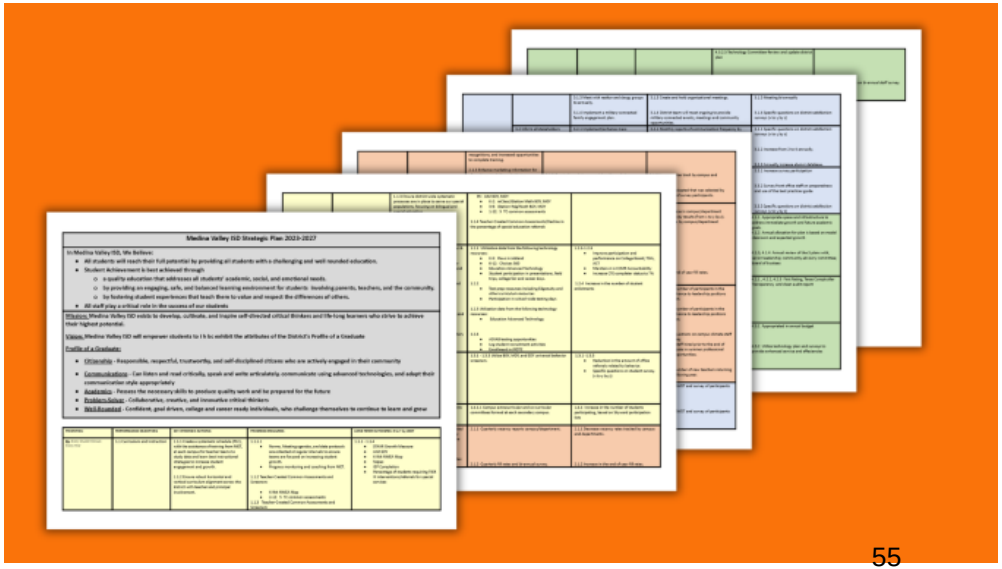
SCORECARD UPDATE - PRIORITY 4



DISTRICT SCORECARD

PRIORITIES

1. Every student grows every year
2. Recruit and retain staff
3. Foster an environment of parental and community involvement



DISTRICT SCORECARD

PRIORITY #4

Take a proactive role in planning for a rapidly growing population.

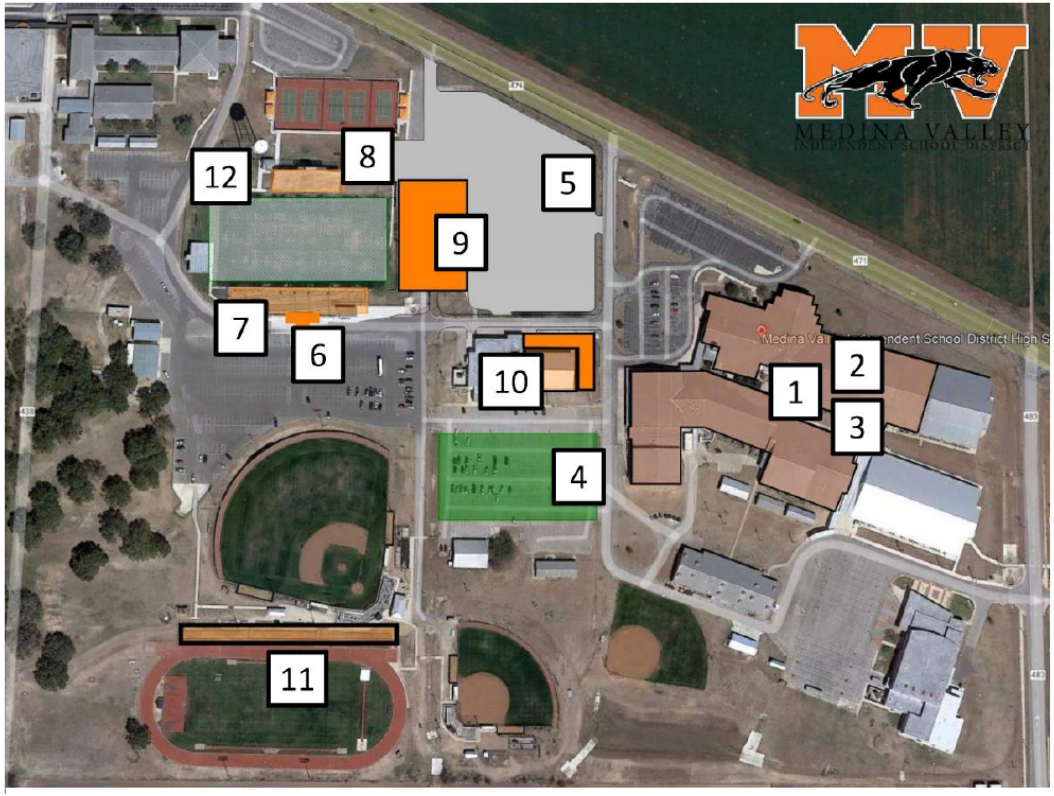
4.1.1 Create High School #1 and MV Middle School Master site plan.

4.1.2 Design the standard for furniture, fixture and equipment in a model classroom.

4.1.3 Create and implement 10 year long range facility plan.

4.1.4 Long Term systemic approach to District equity.

MEDINA VALLEY HS & MS MASTER PLANNING



Potential MVHS Projects:

1. Replace Original Roof
2. Replace HVAC system
3. Upgrade Fire Alarm
4. Relocate Practice Field
5. New Parking Lot
6. New Press Box
7. Replace Home Seating
8. Replace Visitor Seating
9. New Field House
10. Addition at Panther Dome
11. Renovate Track Seating
12. New Stadium Lighting

LONG-RANGE FACILITY PLANNING

CORGAN

- **Corgan Architects were engaged in order to provide the District with an overview of the current state of the district's facilities.**
- **The facilities assessment document will become a guide to long range planning and future capital improvement projects.**

DISTRICT SCORECARD

PRIORITY #4

Ensure strong financial stewardship and clear communication with all stakeholders

4.2.1 Utilize demographic reports to create a 4 year budget plan.

4.2.2 Budget Calendar provided to all stakeholders

4.2.3 Improve Public School Finance understanding with Campus and Dept. Administrators

4-YEAR BUDGET PLAN

Medina Valley Independent School District

DRAFT 5-Year Plan as of 1.31.2024

General Fund (199)	2023-24	2024-25	2025-26	2026-27	2027-28
Bond Packages (Approved, Proposed, Potential)		Open ES #6 (Bond 2019)		Open HS #2 (Bond 2023) Open MS #3 (Bond 2024)	Open ES #7 (Bond 2024)
Based on current funding laws *Subject to change*	4% Compensation Increase	3% Compensation Increase	3% Compensation Increase	3% Compensation Increase	3% Compensation Increase
Revenue Assumptions					
	2023-24 Adopted Budget	2024-25 Projected Budget	2025-26 Projected Budget	2026-27 Projected Budget	2027-28 Projected Budget
Projected Enrollment	8,493	9,298	10,166	10,910	11,679
Average Daily Attendance(ADA)	7,983	8,740	9,556	10,255	10,978
Weighted Average Daily Attendance (WADA)	10,616	11,623	12,708	13,638	14,599
Local Property Operating Value- (40k) State Homestead Exemption	$ 4,300,000,000	$ 4,730,000,000	$ 5,203,000,000	$ 5,723,300,000	$ 6,295,630,000
Comptrollers Property Division Value (CPTD)	$ 4,600,000,000	$ 5,060,000,000	$ 5,566,000,000	$ 6,122,600,000	$ 6,734,860,000
M & O Tax Rate	$ 0.6692	$ 0.6692	$ 0.6692	$ 0.6692	$ 0.6692
Tax Collection Factor	98.2%	98.2%	98.2%	98.2%	98.2%
Revenue Sources					
Local Revenue	$ 35,055,513	$ 38,561,064	$ 42,417,171	$ 46,658,888	$ 51,324,777
State Revenue	$ 49,155,004	$ 54,070,504	$ 59,477,555	$ 65,425,310	$ 71,967,841
Federal	$ 1,540,000	$ 1,694,000	$ 1,863,400	$ 2,049,740	$ 2,254,714
TOTAL FORECASTED REVENUE	**$ 85,750,517**	**$ 94,325,569**	**$ 103,758,126**	**$ 114,133,938**	**$ 125,547,332**
Expenditures					
Recurring Payroll Expenses	$ 56,492,689	$ 70,502,200	$ 77,639,749	$ 83,103,643	$ 92,779,532
New Payroll Expense: *(Compensation Increases)*	$ 2,259,708	$ 2,110,947	$ 2,268,394	$ 2,487,244	$ 2,657,727
New Payroll Expense: *(Positions for Growth)*	$ 11,612,505	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000
New Payroll Expense: *(Staffing at New Schools)*	$ 137,298	$ 2,026,602	$ 195,500	$ 4,188,645	$ 902,750
One Time Expense *(New School Start-up Supplies & Non-recurring Budget Amendments)*	$ -	$ 50,000	$ 350,000	$ 400,000	$ -
Non- Payroll Expenses: *(Breakdown Below)*	$ 14,694,682	$ 15,434,682	$ 15,954,682	$ 17,574,682	$ 18,094,682
TOTAL FORECASTED EXPENDITURES	**$ 85,196,882**	**$ 93,124,431**	**$ 99,408,325**	**$ 110,754,214**	**$ 117,434,691**

Breakdown of New Expenses					
Non-Payroll:					
Increase Per Student and Athletics Allocation	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000
Increase State Program Budgets	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000
Increase Department Budgets	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000
Increase District Allocated Budgets	$ 200,000	$ 320,000	$ 200,000	$ 1,300,000	$ 200,000
Increase/(Decrease) Portable Budget	$ 100,000	$ 100,000	$ -	$ -	$ -
District Renovations	$ -				
Non Payroll SubTotal :	**$ 620,000**	**$ 740,000**	**$ 520,000**	**$ 1,620,000**	**$ 520,000**
Payroll Cost:					
Compensation Increase	$ 2,259,708	$ 2,110,947	$ 2,268,394	$ 2,487,244	$ 2,657,727
Positions for Growth	$ 11,612,505	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000
ES #6	$ 137,298	$ 2,026,602	$ -	$ -	$ -
HS #2	$ -	$ -	$ 195,500	$ 4,188,645	$ 902,750
Payroll SubTotal :	**$ 14,009,511**	**$ 7,137,549**	**$ 5,463,894**	**$ 9,675,889**	**$ 6,560,477**
Fund Balance Detail					
Contribution to Fund Balance	$ 553,635	$ 1,201,138	$ 4,349,801	$ 3,379,724	$ 8,112,641
Fund Balance Projections	$ 29,969,909	$ 31,171,047	$ 35,520,848	$ 38,900,571	$ 47,013,213
Recommended Fund Balance - 25%	$ 21,299,220	$ 23,281,108	$ 24,852,081	$ 27,688,554	$ 29,358,673

Debt Service Fund (511)	2023-24 Adopted Budget	2024-25 Projected Budget	2025-26 Projected Budget	2026-27 Projected Budget	2027-28 Projected Budget
Debt Service Assumptions					
I & S Tax Rate	$ 0.50	$ 0.50	$ 0.50	$ 0.50	$ 0.50
Tax Collection Rate	98.2%	98.2%	98.2%	98.2%	98.2%
Debt Service Revenue					
Debt Service Local Revenue	$ 20,000,000	$ 22,000,000	$ 24,200,000	$ 26,620,000	$ 29,282,000
I&S Hold Harmless	$ 300,000	$ 480,000	$ 480,000	$ 480,000	$ 480,000
Debt Service Expenses					
Debt Service Payments	$ 20,300,000	$ 20,300,000	$ 20,300,000	$ 20,300,000	$ 20,300,000
Possible Early Debt Payment	$ -	$ 2,180,000	$ 4,380,000	$ 6,800,000	$ 9,462,000
Debt Service Fund Balance					
Debt Service Fund Balance Projections	$ 7,195,244	$ 7,195,244	$ 7,195,244	$ 7,195,244	7,195,244

BUDGET CALENDAR

Medina Valley ISD Budget Calendar
2024-2025

Subject to Change

Combined Calendar

February 2024	
13	District Leadership - Mid Year Review and 2024-25 Budget Process
14	Bookkeeper & Senior Associate Training - Mid Year Budget Review
26	Board of Trustees Meeting - Review Budget Timeline
TBD	Student Course Selection Closes (Middle and High School)
29	Mid-Year Review Templates due to Business Office
March 2024	
TBD	Counselors Approve Student Course Selections (Middle and High School)
6	Board of Trustees Workshop - Discuss District Plan and Goals
8	Budget Process Training for Bookkeepers & Senior Associates
8	Budget Templates available for 2024-25
25	Board of Trustees Meeting - Contracts
28	Department and Campus Budget Templates submitted to Exec. Leadership
April 2024	
12	Staffing Requests and Stipend Changes due to Human Resources
12	Exec. Leadership submits Completed Budget Templates and Budget Approval Worksheets to Business Office
22-26	Exec. Leadership Review of Staffing Requests and Budget Templates
May 2024	
3	Campus deadline to enter requisitions for 2023-24 (All Funding Sources)
10	Deadline to submit summer school requisitions for 2023-2024
20	Board of Trustees Meeeting - Approve Compensation Plan
June 2024	
26	Board of Trustees Workshop - Report Local Preliminary CAD Values & Revenue Estimates
July 2024	
8	2023-2024 Budget reopens for start-up requisitions
25	Receive certified CAD values and finalize revenue estimates
August 2024	
5-9	Board of Trustees Workshop - Set the Date/Place/Time of Budget Hearing & Review Draft of Budget Book
16	Campus and Department deadline to submit additional start-up requisitions
26	Board of Trustees Meeting - Approve the 2024-2025 Budget and Tax Rate
September 2024	
13	Last check run for 2023-2024

SCHOOL FINANCE STAFF TRAINING

- Budget Planning for Principals & Directors
  - February 13, 2024
- Budget Planning for Bookkeepers
  - February 14, 2024



TECHNOLOGY & MAINTENANCE PLANNING

4.3.1 Create and implement existing facility long term expenditure projection plan

- Corgan facility assessment
- Maintenance Dep't internal analysis

4.3.2 Ensure technology staffing and budget is appropriate and available.

- TASB study as a reference
- Collaboration with curriculum staff to address needs
- Creation of 5-10 year plan so there are no surprises

4.3.3 Ensure maintenance staffing and budget is appropriate and available.

- TASB study as a reference
- Use of facility assessment plus staff specialty input to create a 5-10 year plan
    - Budget vs. Bond

QUESTIONS?

MARSHAL INFORMATIONAL PRESENTATION

HISTORY

- Created by H.B. 1009
- Goal is to prevent or abate the commission of an offense in the event of a life-threatening situation that occurs on school premises.
- Has all the powers and authority of an officer during a life-threatening event
- Appointed by school board and is an employee of district
- Identity is confidential, carries a handgun concealed

WHAT IS A SCHOOL MARSHAL?

To be certified by TCOLE (Texas Commission on Law Enforcement) the applicant must:

- Must pass a psychological examination
- Must complete the TCOLE training program
- Must pass a written state examination
- Must have a current handgun license

THE WYLIE ISD MODEL (BEST PRACTICE)

- One Marshal on every elementary campus acting as "operations."
- Act as safety officer for that campus
- Consistent, regular training
- Waiting list
- Stipend

MVISD MODEL

- This model does not include arming teachers. It is an individual (possibly retired law enforcement, military) whose sole responsibility it is to protect elementary campuses as well as perform other duties as listed on next slide.

OTHER DUTIES

- Certified trainer in Standard Response Protocol, Citizen's Response to Active Shooter Events, Stop the Bleed, Threat Assessment, SBLE, ICS, etc.
- Conducts staff development
- Incident Commander at campus
- Write Emergency Operations Plans, oversee drill management and threat assessments
- Help relieve Assistant Principals of safety duties so they can focus on instruction

MVISD CONSIDERATIONS

- Mirror the Wylie model for strategic placement on elementary campuses.
- Protocol is to approve all Marshals individually in closed session
- Comprehensive vetting and background checks in partnership with local PD.
- Training agreement with local PD, ALERRT (Advanced Law Enforcement Rapid Response Training)

MARSHALL CON'T

- District Administration and School Board decide on things such as training. We would have monthly training and range requirements on top of the agency offered training.

- Physical requirements and maintenance

- Possible TCOLE Marshal class is in Sept

April Financials
May 30, 2024



Medina Valley Independent School District

Monthly Financial Report

April 2024

Executive Summary

Financial Highlights: Currently, the district has collected 68% of budgeted revenue and spent 64% of budgeted expenses. The Food Service Fund has collected 81% of budgeted revenues and spent 65% of budgeted expenses. The Debt Service Fund has collected 85% of budgeted reenue and spent 59% of budgeted expenses.

Fund Balance

	General Fund	Food Service	Debt Service
Audited Fund Balance as of August 31, 2023	$ 29,969,909	$ 2,953,438	$ 7,195,244
Year-to-Date Revenue	$ 58,517,949	$ 4,810,576	$ 23,791,585
Year-to-Date Expenditures	$ (55,762,004)	$ (4,229,400)	$ (16,390,105)
Fund Balance as of April 30, 2024	**$ 32,725,854**	**$ 3,534,614**	**$ 14,596,724**

Budget Amendments

	General Fund	Food Service	Debt Service
Revenue	$ -	$ -	$ -
Expenditures	$ 2,383,395	$ 350,000	$ -

APRIL 2023-2024
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

ESTIMATED REVENUES	CURRENT BUDGET	YTD ACTUAL	BALANCE
5700 - LOCAL REVENUES	$35,055,513	$31,703,244	$3,352,269
5800 - STATE PROGRAM REVENUES	$49,155,004	$26,559,492	$22,595,512
5900 - FEDERAL REVENUES	$1,540,000	$255,213	$1,284,787
TOTAL REVENUES	**$85,750,517**	**$58,517,949**	**$27,232,568**
PROPOSED APPROPRIATIONS			
11 - INSTRUCTION	$49,621,445	$32,049,737	$17,571,708
12 - INST. RESOURCES & MEDIA SVCS	$551,395	$404,795	$146,600
13 - CURRICULUM DEV.& INST.STF DEV	$875,433	$731,488	$143,945
21 - INSTRUCTIONAL LEADERSHIP	$1,296,439	$663,730	$632,709
23 - SCHOOL LEADERSHIP	$4,573,079	$2,962,891	$1,610,188
31 - GUIDANCE & COUNSELING	$3,421,399	$2,117,702	$1,303,697
32 - SOCIAL WORK SERVICES	$813,033	$530,510	$282,523
33 - HEALTH SERVICES	$837,682	$559,168	$278,514
34 - PUPIL TRANSPORTATION	$5,102,793	$3,878,211	$1,224,582
35 - FOOD SERVICES	$271,213	$64,210	$207,003
36 - COCURR./EXTRACURR.ACTIVITIES	$2,549,970	$1,582,945	$967,025
41 - GENERAL ADMINISTRATION	$2,722,585	$1,823,631	$898,954
51 - PLANT MAINTENANCE & OPERATIONS	$8,816,150	$5,276,367	$3,539,783
52 - SECURITY & MONITORING SERVICES	$1,186,108	$694,341	$491,767
53 - DATA PROCESSING SERVICES	$2,368,611	$1,528,249	$840,362
61 - COMMUNITY SERVICES	$9,373	$5,358	$4,015
71 - DEBT SERVICES	$86,065	$86,065	$0
81 - FACILITIES ACQ. & CONSTRUCTION	$1,822,505	$380,844	$1,441,661
95 - PYMTS.TO JJAEP PROGRAMS	$5,000	$0	$5,000
99 - OTHER INTERGOVERNMENTAL CHARGE	$650,000	$421,764	$228,236
TOTAL APPROPRIATIONS	**$87,580,277**	**$55,762,004**	**$31,818,273**

2023-2024 FUND BALANCE = $ $29,969,908 3 MONTH OPERATING CASH FLOW = $ $21,895,069

APRIL 2023-2024
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

ESTIMATED REVENUES	CURRENT BUDGET	YTD ACTUAL	BALANCE
5700 - LOCAL REVENUES	$1,875,327	$1,440,789	$434,538
5800 - STATE PROGRAM REVENUES	$35,438	$23,175	$12,263
5900 - FEDERAL REVENUES	$4,029,726	$3,346,612	$683,114
TOTAL REVENUES	**$5,940,491**	**$4,810,576**	**$1,129,915**
PROPOSED APPROPRIATIONS			
35 - FOOD SERVICES	$6,512,006	$4,229,400	$2,282,606
TOTAL APPROPRIATIONS	**$6,512,006**	**$4,229,400**	**$2,282,606**

2023-2024 FUND BALANCE = $ $2,953,438

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

APRIL 2023-2024
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

ESTIMATED REVENUES	CURRENT BUDGET	YTD ACTUAL	BALANCE
5700 - LOCAL REVENUES	$24,540,481	$22,824,084	$1,716,397
5800 - STATE PROGRAM REVENUES	$3,343,378	$967,501	$2,375,877
TOTAL REVENUES	**$27,883,859**	**$23,791,585**	**$4,092,274**
PROPOSED APPROPRIATIONS			
71 - DEBT SERVICES	$27,883,859	$16,390,105	$11,493,755
TOTAL APPROPRIATIONS	**$27,883,859**	**$16,390,105**	**$11,493,755**

2023-2024 FUND BALANCE = $ $7,195,244 3 MONTH OPERATING CASH FLOW = $ $6,970,965

Medina Valley ISD

Bond 2023 Summary

As of April 30, 2024

2023 Bond Projects	*Original Budget*	*Adjusted Budget*	*Cumulative Encumbrances*	*Cumulative Expenses*	*Balance*
High School #2	$ 323,000,000	$ 323,000,000	$ 233,071,916	$ 36,132,989	$ 53,795,095
Traffic Improvements	$ 4,000,000	$ 4,000,000	$ 262,892	$ 1,075,316	$ 2,661,793
Agricultural & Jr. ROTC Facility	$ 14,000,000	$ 14,000,000	$ 30,875	$ 1,625	$ 13,967,500
Safety & Security Projects	$ 5,000,000	$ 5,000,000	$ 1,189,107	$ 46,586	$ 3,764,307
Land	$ 30,000,000	$ 30,000,000	$ 211,092	$ 3,907,165	$ 25,881,743
Project Savings	$ -	$ -	$ -	$ -	$ -
Total Projects	**$ 376,000,000**	**$ 376,000,000**	**$ 234,765,882**	**$ 41,163,681**	**$ 100,070,437**
Fees Associated with Sale of Bond		$ 830,037	$ -	$ 830,037	$ -
Total Bond Package	**$ 376,000,000**	**$ 376,830,037**	**$ 234,765,882**	**$ 41,993,718**	**$ 100,070,437**
Bond Interest		$ 14,748,124	$ -	$ -	$ 14,748,124
Salaries	$ -	$ 168,720	$ -	$ 168,720	$ -
Total Interest Earnings	**$ -**	**$ 14,916,844**	**$ -**	**$ 168,720**	**$ 14,748,124**

**Unaudited*



Medina Valley
INDEPENDENT SCHOOL DISTRICT

Superintendent Briefing

May 30, 2024



Class of 2024 top five MVHS seniors honored at Senior Spotlight Breakfast.

Alexis Tedford - ***Valedictorian***

Abigail Vierling - ***Salutatorian***

Aiden Fish

Catherine Smith

Matthew Tschirhart



MVHS senior Abigail Vierling is the newest member of the TASSP All-State Academic Team. She was selected by the Texas Association of Secondary School Principals to receive this prestigious recognition and $500 scholarship.

17 Medina Valley HS students pledged to serve our nation in various military services were honored at the Enlistee Recognition Ceremony.



Skills USA National Signing Day

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

- **Jay Vallejo,** Independent Electrical Contractor
- **Logan Martinez,** Martin Marietta
- **Steven Cantu,** Independent Electrical Contractor





The Medina Valley High School girls unified won the Special Olympics State Championship and the boys unified are State Runner-Ups. What an amazing job by the student-athletes and their coaches!



Ladera Elementary Instructional Coach Virginia Arocha, received the 2024 Chick-fil-A Remarkable Teacher Award out of a thousand nominees in the San Antonio region!



More than 150 of our incredible substitutes were honored at Medina Valley ISD's Substitute Appreciation Event.







Their work and dedication is commendable!









We celebrated
School Lunch Hero Day,
Teacher Appreciation Week,
School Principals' Day,
National School Nurse Day and
Speech Pathologist Day.

Thank you for all you do for our students and community!







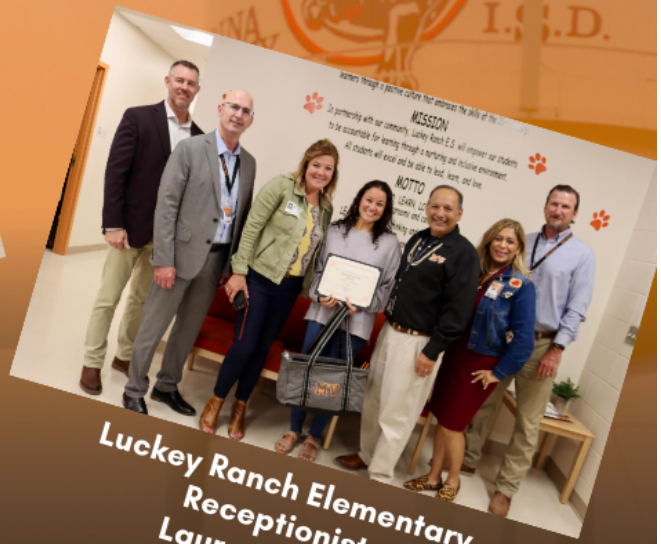


MV Medina Valley
INDEPENDENT SCHOOL DISTRICT

Employees of the Month



Luckey Ranch Elementary
Tech Apps Teacher
Janet Crawford



Luckey Ranch Elementary
Receptionist
Lauren Minton

May 2024

DISTRICT ENROLLMENT

	5/25/23	5/20/24
Castroville Elementary	646	634
LaCoste Elementary	771	938
Ladera Elementary	778	931
Luckey Ranch Elementary	892	1,006
Potranco Elementary	899	951
Medina Valley Middle School	1,051	1,094
Loma Alta Middle School	801	948
Medina Valley High School	2,113	2,362
DISTRICT-WIDE	**7,951**	**8,864**

PROPOSED REVISIONS

T-TESS

The District shall appraise teachers ~~annually~~ using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations.

The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.

Annual Appraisal

District teachers shall be appraised annually.

Exception

Teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.

Less-Than-Annual

Eligibility

In addition to meeting the eligibility requirements in state rules, to be eligible for less-than-annual evaluations under the T-TESS, a teacher shall:

1. Be employed on an educator term contract;
2. Hold SBEC certification;
3. Have been employed by the District for at least three years or have been employed by the District for one full year with at least three years of teaching experience; and
4. Have received a rating of at least proficient with no areas of deficiency on the teacher's most recent appraisal.

Frequency

Eligible teachers shall be appraised every three years.

During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.

A teacher's supervisor shall have the authority to return a teacher to the traditional appraisal cycle as a result of performance deficiencies documented in accordance with state rule.

Annual Review Process

T-TESS

In the years in which a T-TESS appraisal is not scheduled for an eligible teacher, the teacher shall participate in an annual review process that includes the elements listed in state rule.

The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.

(LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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

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

Contact:	**School Districts and Education Service Centers**	**Community Colleges**
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529	800.580.1488

Public Information Coordinator

The Superintendent shall fulfill the responsibilities of the public information coordinator and shall receive, on behalf of Board members, the training specified by Government Code 552.012. [See GBAA]

After Election or Appointment

After a Violation

A Board member who receives written notice from the attorney general that the member must complete Public Information Act (PIA) training described by GBAA(LEGAL) following the District's failure to comply with a PIA requirement shall complete the training within the timelines described in law. The completion of the training in response to such a notice cannot be delegated.

Reporting Continuing Education Credit

The Board President shall announce the status of each Board member's continuing education credit. The announcement shall be made annually at the last regular Board meeting before the District's uniform election date, whether or not an election is held. The announcement shall be reflected in the meeting minutes and, when necessary, posted on the District's website in accordance with law.

In addition to disclosures required by law, a Board member shall disclose to the Board any personal financial interest, business interest, or obligation or relationship that in any way creates a potential conflict of interest with a vote on a pending matter.

A Board member shall not use coercive means or promise special treatment in order to influence Board or District decisions, nor use the member's position to seek personal advantage. [See also BBF(LOCAL)]

Annual Financial Management Report

Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report. [See CFA]

Emergency Operations Plan

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing~~:~~:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency;
3. Response to a nearby train derailment, as applicable; and
4. Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

Notice Regarding Violent Activity

~~4.~~ The Superintendent shall develop procedures to notify parents regarding violent activity that has occurred or is being investigated at a campus or other District facility or at a District-sponsored activity.

School Resource Officers

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

Jurisdiction

The jurisdiction of school resource officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Authority and Duties

A school resource officer shall perform duties as described in the ~~agreement~~MOU and as included in the District improvement plan and the Student Code of Conduct. Pursuant to the MOU, a school resource officer shall:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, school resource officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.
7. Carry a firearm in accordance with the MOU and the directives with the commissioning entity.
8. Carry out all other duties in accordance with the MOU.

A school resource officer shall not be assigned routine classroom discipline or administrative tasks. Each school resource officer

shall receive at least the minimum amount of education and training required by law.

~~All school resource officers shall receive at least the minimum amount of education and training required by law.~~[See CKE(LEGAL) and CKEC(LEGAL)]

With this policy, the Board adopts the model health and safety guidelines for the effective integration of digital devices in schools that have been developed by the Texas Education Agency and the Health and Human Services Commission.

The Superintendent shall develop regulations that implement these guidelines.

Non-Chapter 21 Contracts

Non-Chapter 21 contracts shall be provided for positions included on the list approved by the Board. A non-Chapter 21 contract shall not be governed by Chapter 21 of the Education Code.

~~**Appeal of Employment Actions**~~

~~An~~Termination During Contract Term

In accordance with DCE(LEGAL), an employee may request a hearing before the Board to appeal discharge during the contract period ~~in accordance with DCE(LEGAL).~~.

An employee whose contract is not reissued at the end of the contract period may appeal in accordance with DGBA(LOCAL).

Complaints

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

Other Complaint Processes

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

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with the DIA series.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with the DIA series.
3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with the DIA series.
4. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

Notice to Employees

The District shall inform employees of this policy through appropriate District publications.

Guiding Principles

Informal Process

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

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

Direct Communication with Board Members

Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.

Formal Process

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

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

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

Freedom from Retaliation

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

Whistleblower Complaints

Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]

Complaints Against Supervisors

Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaint forms alleging a violation of law by the Superintendent may be submitted directly to the Board or designee.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling Conferences

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

Response	At Levels One and Two, “response” shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee’s email address of record, or sent by U.S. Mail to the employee’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.
Days	“Days” shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”
Representative	“Representative” shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process. The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.
Consolidating Complaints	Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint. When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.
Untimely Filings	All time limits shall be strictly followed unless modified by mutual written consent. If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.
Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

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

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

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

Audio Recording

As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

Level One

Complaint forms must be filed:

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

   In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.

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

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

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

Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

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

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

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

The Level One record shall include:

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

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

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

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

Level Three

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

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

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

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

The Level Two record shall include:

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

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

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

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

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three

presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

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

General Education

Consistent with ~~TEA's~~the Texas Education Agency (TEA) *Student Attendance Accounting Handbook* (*SAAH*), a student may be eligible for general education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical or psychological reasons specifically documented by a physician licensed to practice in the United States. The weeks of confinement need not be consecutive. The parent's request for services shall be submitted to the principal in accordance with TEA's *SAAH* and administrative procedures.

The principal or designee shall convene a placement committee composed of at least a campus administrator, a teacher of the student, and the parent or guardian of the student to consider the necessity of providing general education homebound instruction to the student. If the committee determines that such instruction is appropriate, the committee shall determine the type and amount of instruction to be provided and, if applicable, the length of the transition period to the school-based setting based on current ~~medical~~ information regarding the medical or psychological condition.

Special Education

Consistent with state rule and the *SAAH*, a student receiving special education services may be eligible for special education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical or psychological reasons specifically documented by a physician licensed to practice in the United States. ~~If a student is chronically ill, the student's admission, review, and dismissal (ARD) committee shall determine whether the~~The weeks ~~of confinement~~ need ~~to~~not be consecutive.

~~If the ARD~~If a student's admission, review, and dismissal committee determines that homebound instruction is appropriate, the committee shall determine the type and amount of instruction to be provided in accordance with law, and, if applicable, the length of the transition period to the school-based setting based on current ~~medical~~ information regarding the medical or psychological condition.

Documentation of Services

The District shall maintain full documentation about students receiving homebound services, in accordance with administrative procedures, the *SAAH,* and a student's individualized education program ~~(IEP),~~ as applicable.

Note: For information related to the selection process and accounting of instructional materials, as this term is defined by state law and rule, see CMD and EFA.

The District shall provide a wide range of instructional resources for students and faculty that present varying levels of difficulty, diversity of appeal, and a variety of points of view. Although professional staff members may select instructional resources for their use in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, "instructional resources" may include textbooks, library acquisitions, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional resources are to implement, enrich, and support the District's educational program.

The Board shall rely on District professional staff to select and acquire instructional resources that:

1. Enrich and support the curriculum, taking into consideration students' varied interests, abilities, learning styles, and maturity levels.
2. Stimulate growth in factual knowledge, enjoyment of reading, literary appreciation, aesthetic values, and societal standards.
3. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives.
4. Represent many ethnic, religious, and cultural groups and their contributions to the national heritage and world community.
5. Provide a wide range of background information that will enable students to make intelligent judgments in their daily lives.

Selection Criteria

In the selection of instructional resources, professional staff shall ensure that the resources:

1. Support and are consistent with the general educational goals of the state and District and the aims and objectives of individual schools and specific courses consistent with the District and campus improvement plans.

2. Meet high standards for artistic quality and/or literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.

3. Are appropriate for the subject area and for the age, ability level, learning styles, and social and emotional development of the students for whom they are selected.

4. Are designed to help students gain an awareness of our pluralistic society.

5. Are designed to provide information that will motivate students and staff to examine their own attitudes and behavior; to understand their duties, responsibilities, rights, and privileges as citizens participating in our society; and to make informed choices in their daily lives.

6. For library selections, are integral to the instructional program, are appropriate for the reading levels and understanding of students, reflect the interests and needs of the students and faculty, are included because of their literary or artistic value and merit, and present information with the greatest degree of accuracy and clarity.

Administrators, teachers, library media specialists, other District personnel, parents, and community members, as appropriate, may recommend instructional resources for selection. Gifts of instructional resources shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of resources is an ongoing process that includes the removal of resources no longer appropriate and the periodic replacement or repair of resources that still have educational value.

Controversial Issues

District professional staff shall endeavor to maintain a balanced collection representing various views when selecting instructional resources on controversial issues. Resources shall be chosen to clarify historical and contemporary forces by presenting and analyzing intergroup tension and conflict objectively, placing emphasis on recognizing and understanding social and economic problems. [See also EMB regarding instruction about controversial issues and EHAA regarding human sexuality instruction.]

Challenged Resources

A parent of a District student, any employee, or any District resident may formally challenge an instructional resource used in the District's educational program on the basis of appropriateness.

Informal Reconsideration

The school receiving a complaint about the appropriateness of an instructional resource shall try to resolve the matter informally using the following procedure:

1. The principal or designee shall explain the school's selection process, the criteria for selection, and the qualifications of the professional staff who selected the questioned resource.

2. The principal or designee shall explain the intended educational purpose of the resource and any additional information regarding its use.

3. If appropriate, the principal or designee may offer a concerned parent an alternative instructional resource to be used by that parent's child in place of the challenged resource.

4. If the complainant wishes to make a formal challenge, the principal or designee shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the resource.

Formal Reconsideration

A complainant shall make any formal objection to an instructional resource on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged resource with students or is familiar with the challenged resource's content. Other members of the committee may include District-level staff, library staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged resource in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged resource conforms to the principles of selection set out in this policy. The committee shall prepare a written report of its findings and provide copies to the principal, the Superintendent or designee, and the complainant.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting with the appropriate administrator. [See DGBA, FNG, and GF]

Guiding Principles

The following principles shall guide the Board and staff in responding to challenges of instructional resources:

1. A complainant may raise an objection to an instructional resource used in a school's educational program, despite the fact that the professional staff selecting the resources were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for instructional resources set out in this policy.

2. A parent's ability to exercise control over reading, listening, or viewing matter extends only to his or her own child.

3. Access to a challenged resource shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged resources is the appropriateness of the resource for its intended educational use. No challenged instructional resource shall be removed solely because of the ideas expressed therein.

Note: For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB.

The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District's educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, "instructional materials" may include textbooks, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District's educational program.

Selection

Instructional materials that are textbooks and related supplemental materials, which may include items from the list of resources adopted by the State Board of Education, shall be chosen in accordance with administrative regulations and the objectives above.

The Board shall rely on District professional staff to select and acquire instructional materials that:

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.
3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives. [See also EMB regarding instruction about controversial issues.]
5. Promote literacy.

District professional staff may select additional instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

Reconsideration of Instructional Materials

A District employee or a parent or guardian of a District student may request reconsideration of instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to a request for reconsideration of instructional materials:

1. A complainant may raise an objection to an instructional material used in a school's educational program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives for instructional materials set out in this policy.
2. A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use. No challenged instructional material shall be removed solely because of the ideas expressed therein.

Informal Reconsideration

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the adminis-

trator may offer a concerned parent an alternative instructional material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

Formal Request for Reconsideration

A complainant shall make any formal request to reconsider an instructional material on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged instructional material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

Frequency of Review

After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

Note: For information related to the selection of instructional materials, see EFA.

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

Collection Development Policy

In this policy, "library materials" may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library.

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, and online catalogs.

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

The District shall ensure librarians, professional library staff, and other designated professional staff trained on the proper collection development standards select and acquire library materials in accordance with state law and rules, this collection development policy, and administrative procedures.

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law and the District's collection development purpose and goals.

Collection Development Goals

In addition to the requirements in state law and rules, the District's library collections shall:

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
3. Include accurate and authentic factual content from authoritative sources.
4. Have a high degree of potential user appeal and interest.
5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.

6. Represent diverse viewpoints and cultures appropriate to each campus to ensure the collection embodies the unique background of its student population.

Selection and Evaluation of Materials

Library materials shall be selected and acquired in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

When selecting, acquiring, and evaluating library materials, librarians and other professional staff shall ensure that the materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the selection of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District community members.
2. Consultation with District teachers and library staff.
3. Consultation with library staff from other districts.
4. Extensive review of the library material.
5. Context of the library material, including overall fit within the existing collection and support of District curriculum.
6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.
7. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

Access Plan

The District shall allow efficient parental access to the District's library and any available online catalogs.

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

Parental Involvement

Parents and guardians are the primary decision makers regarding their student's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their student.

In accordance with state law and administrative procedures, parents or guardians may select alternative library materials for their student. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

Access Procedures

School Library

A parent or guardian who wishes to access a school's library shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Online Catalog

A parent or guardian who wishes to access an online catalog shall submit a written request to the principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

Protection from Inappropriate Material

Library materials shall not include “harmful material” as defined by Penal Code 43.24(a)(2); “obscene” material as defined by Penal Code 43.21(a)(1); any library material that is pervasively vulgar or educationally unsuitable as referenced in *Board of Education v. Pico*; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Reconsideration of Library Material

A District employee or a parent or guardian of a District student may request the reconsideration of a library material maintained in the District’s library program.

Guiding Principles

The following principles shall guide the review of a request to reconsider a library material:

1. An individual may raise an objection to a library material used in the District’s library program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for library materials set out in this policy.
2. A parent’s or guardian’s ability to exercise control over instruction and instructional resources, including library materials, extends only to his or her own child as set forth in Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a student if requested by the student’s parent or guardian.

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material’s author or the personal background of the characters in the material.

Informal Reconsideration

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or adminis-

trator shall try to resolve the matter informally. The librarian or administrator shall explain the selection process and discuss the intended purpose for the library material.

The librarian or administrator shall offer a concerned parent or guardian an alternative library material to be used by the child in place of the material and, if requested, shall restrict the child's access to the material objected to by the parent or guardian.

If the individual wishes to make a formal challenge, the administrator shall make available to the individual a copy of this policy and a form to request a formal reconsideration of the library material.

Formal Request for Reconsideration

The District shall make a form to request reconsideration of library material available in the District's administrative office.

If an employee or a parent or guardian of a District student wishes to request reconsideration of a library material, they shall follow the procedures to complete and submit the request for reconsideration form.

After a request for reconsideration form is submitted, the form shall be provided to the Superintendent. Copies of the form shall be provided to the school librarian, the Board, and any other staff designated in administrative procedures.

Reconsideration Committee

For purposes of this policy, "days" shall mean District business days, unless otherwise noted.

The principal shall appoint a reconsideration committee and notify committee members within 10 days of receiving the request for reconsideration form.

The reconsideration committee shall include the librarian and at least one member of the instructional staff who is familiar with the material's content. Other members of the committee may include District-level staff, secondary-level students, parents or guardians, and any other appropriate individuals.

Within 10 days of appointment of the committee the District shall provide members of the committee the relevant materials to review. If additional time is required to obtain and distribute the materials for review, all members of the committee shall be informed that a reasonable extension of time is needed.

All members of the committee shall review the challenged library material in its entirety and determine whether the material conforms to this policy and whether the material will continue to be available in the library. The committee shall prepare a written report of its findings.

Absent extenuating circumstances, the written report shall be provided to the administration within 60 days of the District providing the material to the committee members. In calculating timelines under this policy, the day the committee is provided the materials is "day zero." The following business day is "day one."

Extensions of time due to extenuating circumstances shall take into consideration the time necessary to convene the committee members, the amount of material being reviewed, and any other pending reconsideration requests being handled by the committee.

An extension of any deadline shall be promptly communicated to the individual who submitted the request for reconsideration.

The Superintendent, the school librarian, the individual submitting the request for reconsideration, and any other appropriate administrators shall receive a copy of the committee's report.

Appeal

An individual who submitted a request for reconsideration may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the level immediately preceding Board consideration of a complaint. [See DGBA and FNG]

Frequency of Review

After a library material has been reviewed through the reconsideration process, it shall not be reviewed again within two calendar years of the reconsideration committee's final decision.

Maintenance of Library Materials

In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]

Gifts and Donations

The District shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

Policy Review

This policy shall be reviewed at least every three years and revised as necessary.

Complaints

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

Other Complaint Processes

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

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

11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.

12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.

13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

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

Notice to Students and Parents

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

Guiding Principles

Informal Process

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

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

Formal Process

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

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

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

Freedom from Retaliation

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

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling Conferences

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

Response

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

Days

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

Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

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

Consolidating Complaints

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

Untimely Filings

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

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

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

Complaint and Appeal Forms

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

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

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

Level One

Complaint forms must be filed:

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and

2. With the lowest level administrator who has the authority to remedy the alleged problem.

   In most circumstances, students and parents shall file Level One complaints with the campus principal.

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

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

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

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

Level Two

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

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

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

The Level One record shall include:

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

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

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The

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

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

Level Three

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

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

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

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

The Level Two record shall include:

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

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

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

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or par-

ent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

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

Complaints

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

Other Complaint Processes

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

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

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

Guiding Principles

Informal Process

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

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

Formal Process

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

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

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

Freedom from Retaliation

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

General Provisions

Filing

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

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

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

Costs Incurred

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

Complaint and Appeal Forms

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

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

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

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and

2. With the lowest level administrator who has the authority to remedy the alleged problem.

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

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

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

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

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

Level Two

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

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

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

The Level One record shall include:

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

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

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

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

Level Three

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

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

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

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

The Level Two record shall include:

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

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

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

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

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

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

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

Medina Valley Independent School District

Regular School Board Meeting

Board Minutes

Monday, April 29, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

A **Regular Board Meeting** of the Board of Trustees was held Monday, April 29, 2024, beginning at 6:00 PM the at Medina Valley ISD Central Office Board Room.

I. **First Order of Business**

A Call Meeting to Order

Beth Zinsmeyer, Board President, called the Medina Valley ISD Regular Board Meeting to order at 6:00 pm.

B Establish a Quorum

A quorum of the Board Members were present, Jennilea Campbell, Matt Castiglione, Jason Bonney, Nathan Fillinger, and Beth Zinsmeyer. Veronica Cavazos and Blane Nash were absent.

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

Everyone joined in the Pledge of Allegiance to the American Flag and the Texas Flag, followed by a moment of silence.

II. **Student/Staff Recognition**

A Star Students - Medina Valley High School

B Above & Beyond Service Staff Recognition - Medina Valley High School

C National Merit Scholarship Recipient

D Texas Association of Future Educators National Qualifiers

E Boys State Powerlifting Qualifiers

F Future Problem Solvers State Qualifiers

The Board took a short break.

III. **Public Comment**

1. Brenda Kuehl, Topic: Bus Safety
2. Brandon Roland, Topic: Bond Vote/Active Building Zones

IV. **Announcements/Communications/Presentations**

A End of Term Board Member Recognition – this item will be done on May 14th

B Board Committee Reports

- Branding Committee presented by Jennilea Campbell, Committee Chair
- Finance & Operations Committee presented by Matt Castiglione, Committee Chair
- Construction Committee presented by Blane Nash, Committee Chair

C Construction Briefing presented by Rafael Barajas
- Silos Elementary
- High School #2
- Medina Valley High School Stadium Turf Project

D MVISD Scorecard Update - Priority 3 presented by Selena Viera

E Athletic Program Update presented by Douglass Bull

F Career and Technical Education Program Update presented by Brandi Hendrix

G Financial Briefing presented by Crystal Hermesch
- General Fund Financial Statement
- Child Nutrition Financial Statement
- Debt Service Fund Financial Statement
- Bond 2023 Capital Projects Report

H Superintendent Briefing presented by Dr. Caloss
- Student Achievements
- Staff Achievements
- District Enrollment Numbers

I Annual Report of Continuing Education Credit Hours for Board Members

Beth Zinsmeyer the Board President announced:
Nathan Fillinger, Jason Bonney, Jennilea Campbell, Matt Castiglione, Blane Nash, Veronica Cavazos and Beth Zinsmeyer have met and exceeded their continuing education requirements for Board Members.

V. **Discussion and Possible Action Items**

A Consider Approval of Minutes for Regular Board Meeting on March 25, 2024

Matt Castiglione made a Motion, seconded by Jason Bonney, to approve the Board Minutes for the March 25, 2024 Regular Meeting as presented. All of the Board Members voted for and the Motion passed.

B. Consider Approval for the payment to 95 Percent Group to Renew and Advance the existing Phonics Program

Jason Bonney made a Motion, seconded by Jennilea Campbell, to approve the payment 95 Percent Group to Renew and Advance the existing Phonics Program as presented. All of the Board Members voted for and the Motion passed.

C. Consider Adoption of Allotment and TEKS Certification for 2024-2025

Matt Castiglione made a Motion, seconded by Nathan Fillinger, to approve the adoption of Allotment and TEKS Certification for 2024-2025 as presented. All of the Board Members voted for and the Motion passed.

D. Consider Approval of Purchase for Networking Equipment and Installation/Configuration Service for Silos Elementary using Intech Southwest

Nathan Fillinger made a Motion, seconded by Jason Bonney, to approve the Purchase for Networking Equipment and Installation/Configuration Service for Silos Elementary using Intech Southwest as presented. All of the Board Members voted for and the Motion passed.

E. Consider Approval of the purchase of Silos Elementary Package #3 Cafeteria Furniture from Edu-Source

Nathan Fillinger made a Motion, seconded by Matt Castiglione, to approve the purchase of Silos Elementary Package #3 Cafeteria Furniture from Edu-Source as presented. All of the Board Members voted for and the Motion passed.

F. Consider Approval of Silos Elementary Purchase of Custodial Equipment and Supplies from Ferguson Facility Supply

Jason Bonney made a Motion, seconded by Matt Castiglione, to approve the Silos Elementary Purchase of Custodial Equipment and Supplies from Ferguson Facility Supply as presented. All of the Board Members voted for and the Motion passed.

G. Consider Approval of Purchase of Metal Decks for Portable Buildings at High School and Silos Elementary from Dodson House Moving LLC

Nathan Fillinger made a Motion, seconded by Jason Bonney, to approve the Purchase of Metal Decks for Portable Buildings at High School and Silos Elementary from Dodson House Moving LLC as presented. All of the Board Members voted for and the Motion passed.

H. Consider Approval of using Marksmen General Contractors for the Completion of Utilities for the Additional High School Portable Buildings in the amount $512,240

Matt Castiglione made a Motion, seconded by Nathan Fillinger, to approve using Marksmen General Contractors for the Completion of Utilities for the Additional High School Portable Buildings in the amount of $512,240 as presented. All of the Board Members voted for and the Motion passed.

I. Consider Approval of Silos Elementary Office and Classroom Supplies for $95,000 from School Specialty

Jason Bonney made a Motion, seconded by Nathan Fillinger, to approve the purchase of Silos Elementary Office and Classroom Supplies for $95,000 from School Specialty as presented. All of the Board Members voted for and the Motion passed.

J. Consider Approval of Amendments and Additions to the 2023-2024 Compensation Plan

Jason Bonney made a Motion, seconded by Matt Castiglione, to approve the amendments and additions to the 2023-2024 Compensation Plan as presented. All of the Board Members voted for and the Motion passed.

K. Consider Approval of Budget Amendment

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

Beth Zinsmeyer, Board President announced at 7:59 pm that the Board of Trustees would convene in closed session as authorized by Section 551.071, 551.074, 551.0821, 551.072 and 551.076 of the Texas Open Meetings Act to consider agenda item VI - A, B, C and D. No action will be taken in closed session.

VI **Closed Session**

a. Consultation with Attorney (TX Govt. Code Section 551.071)

b. Personnel Matters: Resignations, Retirements, Leaves of Absence, Reassignments, New Employment, New Personnel Position, Duties/Responsibilities of Employees (TX Govt. Code Section 551.074 & 551.0821)
   - Discussion Regarding the upcoming Vacancy for the SMD #1 Board Member Position
   - Discussion Regarding Level Three Parent/Student Grievance Meeting Schedules
   - Board Self Evaluation
   - Superintendent Evaluation and Contract
   - Superintendent Recommendation for the Chief Financial Officer Position
   - Discussion Regarding Termination of Classroom Teacher's Probationary Contract Effective at the Conclusion of the 2023-2024 School Year

c. Considering the deployment, specific occasions for, or implementation of, security personnel or devices (TX Govt. Code Section 551.076)

d. Deliberation Regarding the purchase, exchange, lease or value of Real Property (TX Govt. Code Section 551.072)
   - 50 acres located in the Straus-Medina development Bexar County, Texas, with all improvements, if any, for a purchase price of $90,000 per acre from JEN Texas 36, LLC, and being a portion of that called 1,094.62 acre tract situated in the Gil Rodriguez Survey Number 11, County Block 4319, the Rafael Alderete Survey Number 12, County Block 4320, the A Wickson Survey Number 68, Abstract 793, County Block 4318, and the J. Barrit Survey Number 66, Abstract 47, County Block

4317 and described in General Warranty Deed to Bexar Metropolitan Water District recorded in Volume 7915 Page 0867 in April 1999 of the Official Public Records of Real Property of Bexar County, Texas and in deed from Bexar Metropolitan Water District to the City of San Antonio in Volume Number 151414 Page 1147 / Document Number 20120055877 in March 2012.

Board President Beth Zinsmeyer announced that the Board would reconvene into Open Session on April 29, 2024 at 11:34 pm.

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

A. Consider Approval to Terminate a Classroom Teacher's Probationary Contract Effective at the Conclusion of the 2023-2024 School Year and Authorize the Superintendent to Send Notice

Matt Castiglione made a Motion, seconded by Nathan Fillinger, the Board of Trustees terminate the employment of Matthew Davis, a probationary contract employee, effective at the conclusion of the 2023-2024 school year in the best interests of the District and authorized the Superintendent to send notice to Mr. Davis, as discussed in closed session. All of the Board Members voted for and the Motion passed.

B Consider Approval of the Superintendent's recommendation to hire _____ for the Chief Financial Officer Position as presented

Nathan Fillinger made a Motion, seconded by Jason Bonney, to approve the Superintendent's recommendation to hire Crystal Hermesch for the Chief Financial Officer Position. All of the Board Members voted for and the Motion passed.

C Consider Approval of the Superintendent's Contract

Jason Bonney made a Motion, seconded by Matt Castiglione, to approve the Superintendent's contract with the addition of a year to the contract. The Board Members voted as follows:
Nathan Fillinger-against
Jason Bonney-for
Jennilea Campbell-for
Matt Castiglione-for
Beth Zinsmeyer-for
The Motion passed.

Matt Castiglione made a Motion, seconded by Nathan Fillinger, to adjust Superintendent Scott Caloss' annual pay to $250,000 per year.
Nathan Fillinger-for
Jason Bonney-for
Jennilea Campbell-for
Matt Castiglione-for
Beth Zinsmeyer-for
The Motion passed.

Matt Castiglione made a Motion, seconded by Jennilea Campbell, to delete some irrelevant items listed in the contract as discussed in closed. All of the Board Members voted for and the Motion passed.

D Discussion Regarding the upcoming Vacancy for the SMD #1 Board Member Position

E Discussion Regarding Level Three Parent/Student Grievance Meeting Schedules

F Consider Approval of Resolution authorizing purchase of approximately 50 acres located in the Straus-Medina development Bexar County, Texas, with all improvements, if any, for a purchase price of $90,000 per acre from JEN Texas 36, LLC, and being a portion of that called 1,094.62 acre tract situated in the Gil Rodriguez Survey Number 11, County Block 4319, the Rafael Alderete Survey Number 12, County Block 4320, the A Wickson Survey Number 68, Abstract 793, County Block 4318, and the J. Barrit Survey Number 66, Abstract 47, County Block 4317 and described in General Warranty Deed to Bexar Metropolitan Water District recorded in Volume 7915 Page 0867 in April 1999 of the Official Public Records of Real Property of Bexar County, Texas and in deed from Bexar Metropolitan Water District to the City of San Antonio in Volume Number 151414 Page 1147 / Document Number 20120055877 in March 2012 and authorize the Superintendent to tender the purchase price and other costs and execute closing documents on behalf of the District, including a Development and Escrow Agreement –

This item will be seen at a future meeting.

G Consideration of future meeting dates

The date for the next Regular Board Meeting for May will be determined later this week.

VIII. **Adjournment**

Nathan Fillinger made a Motion, seconded by Jason Bonney, to adjourn the Regular Board Meeting at 11:44 pm on April 29, 2024. 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

Board Minutes

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

Monday, April 29, 2024, 5:30 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 Monday, April 29, 2024, beginning at 5:30 PM at the Medina Valley ISD Central Office Board Room.

I. **First Order of Business**

A Call Meeting to Order

Beth Zinsmeyer, Board President, called the Medina Valley ISD Special Board Meeting to order at 5:30 pm.

B Establish a Quorum

A quorum of the Board Members were present, Jennilea Campbell, Matt Castiglione, Nathan Fillinger, and Beth Zinsmeyer. Jason Bonney arrived at 5:42 pm. Veronica Cavazos and Blane Nash were absent.

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

Everyone joined in the Pledge of Allegiance to the American Flag and the Texas Flag, followed by a moment of silence.

II. **Public Comment -** none

III. **Discussion and Possible Action Items**

A Consider Approval of Change Order #1 to Nunnelly General Contractors for Silos Elementary, Reducing the Guaranteed Maximum Price Contract from $42,139,608 to $41,339,608 and Returning the Surplus Owner's Contingency to the 2019 Bond Funds

Nathan Fillinger made a Motion, seconded by Matt Castiglione, to approve the Change Order #1 to Nunnelly General Contractors for Silos Elementary, Reducing the Guaranteed Maximum Price Contract from $42,139,608 to $41,339,608 and Returning the Surplus Owner's Contingency to the 2019 Bond Funds as presented. All of the Board Members voted for and the Motion passed.

B Consider Approval of Expenditure of 2019 Bond Funds in the Amount of $522,396 for the Purchase of Silos Elementary Playground from Park Place Recreation Designs Inc.

Matt Castiglione made a Motion, seconded by Nathan Fillinger, to approve the Expenditure of 2019 Bond Funds in the Amount of $522,396 for the Purchase of the Silos Elementary Playground from Park Place Recreation Designs Inc. as presented. All of the Board Members voted for and the Motion passed.

C Consider Approval of Expenditure of 2019 Bond Funds in the Amount of $454,000 for Updates to the Medina Valley Middle School Building 200

Nathan Fillinger made a Motion, seconded by Jennilea Campbell, to approve the Expenditure of 2019 Bond Funds in the Amount of $454,000 for Updates to the Medina Valley Middle School Building 200 as presented. All of the Board Members voted for and the Motion passed.

D Consider Approval of Expenditure of 2019 Bond Funds in the amount of $82,195 to Purchase a Portable Workroom Building and Relocate the existing Portable Restroom Building using Dodson House Moving LLC

Matt Castiglione made a Motion, seconded by Nathan Fillinger, to approve the Expenditure of 2019 Bond Funds in the amount of $82,195 to Purchase a Portable Workroom Building and Relocate the existing Portable Restroom Building using Dodson House Moving LLC as presented. All of the Board Members voted for and the Motion passed.

E Consider Approval of Expenditure of 2019 Bond Funds in the Amount of $130,300 for Completion of the Utilities, Technology, and FF&E for the Portable Workroom Building and Portable Restroom Building

Nathan Fillinger made a Motion, seconded by Jason Bonney, to approve the Expenditure of 2019 Bond Funds in the Amount of $130,300 for Completion of the Utilities, Technology, and FF&E for the Portable Workroom Building and Portable Restroom Building as presented. All of the Board Members voted for and the Motion passed.

F Consider Approval of using Marksmen General Contractors for the Completion of Utilities for the Medina Valley High School Portable Workroom Building and Portable Restroom Building in the amount of $104,800

Nathan Fillinger made a Motion, seconded by Jason Bonney, to approve using Marksmen General Contractors for the Completion of Utilities for the Medina Valley High School Portable Workroom Building and Portable Restroom Building in the amount of $104,800 as presented. All of the Board Members voted for and the Motion passed.

IV. **Adjournment**

Jason Fillinger made a Motion, seconded by Nathan Fillinger, to adjourn the Special Board Meeting at 5:49 pm on April 29, 2024. 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

May 14, 2024, 6:00 PM

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

A **Special Board Meeting** of the Board of Trustees was held Tuesday, May 14, 2024, beginning at 6:00 pm at the Medina Valley ISD Central Office Board Room.

I. **First Order of Business**

A Call Meeting to Order

Beth Zinsmeyer, Board President, called the Medina Valley ISD Special Board Meeting to order at 6:00 pm.

B Establish a Quorum

A quorum of the Board Members were present, Beth Zinsmeyer, Matt Castiglione, Jennilea Campbell, Veronica Cavazos, Jason Bonney, Nathan Fillinger and Blane Nash.

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

Everyone joined in the Pledge of Allegiance to the American Flag and the Texas Flag, followed by a moment of silence.

II. **Public Comment -** none

III. **End of Term Board Members Recognition**

Dr. Caloss and the Board recognized Beth Zinsmeyer (9 years) and Veronica Cavazos (3 years) for their service to the children of Medina Valley ISD.

IV. **Discussion and Possible Action Items**

A May 4, 2024 General Election

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

Matt Castiglione made a Motion, seconded by Jason Bonney, to adopt the Resolution Canvassing the Returns and Declaring the Results of the Bond Election, Proposition "A" for $249,150,000 passed and Proposition "B" for $40,850,000 passed, both as presented. All of the Board Members voted for and the Motion passed.

2 Consider Adoption of Resolution Declaring a Vacancy for SMD #1

Nathan Fillinger made a Motion, seconded by Blane Nash, to adopt the Resolution Declaring a Vacancy for Single Member District #1 as presented. All of the Board Members voted for and the Motion passed.

3 Certificate of Election, Statement of Elected Officer, and Administer Oath of Office for SMD #2

Joe Biediger received his Certificate of Election for SMD #2 and was sworn in.

4 Newly Sworn in Board Member takes his seat at the Dias, Outgoing Board Members step down

The Board took a short break as the Out going Board Members stepped down and Joe Biediger took his seat at the dais.

B Reorganization of the Board

Superintendent, Dr. Caloss asked for nominations for President, after receiving nominations votes were cast.

Matt Castiglione received 1 vote.
Nathan Fillinger received 3 votes.
Blane Nash received 1 vote.

Nathan Fillinger was elected as the Board President.

The Board President, Nathan Fillinger asked for nominations for Vice President, after receiving nominations votes were cast.

Jason Bonney received 1 vote.
Matt Castiglione received 3 votes.
Blane Nash received 2 votes.

Matt Castiglione was elected as the Vice President.

The Board President, Nathan Fillinger asked for nominations for Secretary, after receiving nominations votes were cast.

Jennilea Campbell received 6 votes.

Jennilea Campbell was elected as the Secretary.

C Consider Approval of Method to fill the Vacancy for SMD #1

Matt Castiglione made a Motion, seconded by Jason Bonney, to fill the Vacancy for Single Member District #1 by Appointment. All of the Board Members voted for and the Motion passed.

D. Discussion and Appointment of Board Committee Members

After discussion, Board President Nathan Fillinger appointed Board Members to the following Board Committees:

Finance Committee: Blane Nash, Nathan Fillinger and Joe Biediger
Construction Committee: Matt Castiglione, Blane Nash and Joe Biediger
Curriculum Committee: Jennilea Campbell, Jason Bonney and a floating position
Safety and Security Committee: Nathan Fillinger, Jennilea Campbell and a floating position

V. **Adjournment**

Jason Bonney made a Motion, seconded by Joe Biediger, to adjourn the Special Board Meeting at 6:25 pm on May 14, 2024. All of the Board Members voted for and the Motion passed.

_____ _____
Nathan Fillinger, Board President Jennilea Campbell, Board Secretary

Board Approved_____

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: May 30,2024
Agenda Item: Consider approval of Additional Representative to the Lone Star Investment Pool

Background Information:
Nathan Fillinger was elected as the new Board President on May 14, 2024. He will need to be added to the Lone Star Investment Pool Account in a view only capacity. Crystal Hermesch was recently hired as the District's CFO and will need to be added to the Lone Star Investment Pool Account to manage transactions.

Supporting Document(s):

- Lone Star Investment Pool Addition of Authorized Representative form

Recommendation:
It is recommended that the Board of Trustees approve the addition of Nathan Fillinger (view only), new Board President and Crystal Hermesch, recently hired CFO as Authorized Representatives to our Lone Star Investment Pool Account.

Authorized Representative Add Form

Name of Participant Medina Valley I.S.D. *Participant Number* _____

Addition of Authorized Representative

In order to either (i) carry out the role of Investment Officer for the Participant or (ii) aid the Investment Officer of the Participant in the execution of his or her duties pursuant to Texas Government Code, Section 2256.003(c), as the case may be, the following officers, officials, employees, or contractors of the Participant are hereby designated as Authorized Representatives within the meaning of the Investment Agreement (Agreement). These designated Authorized Representatives have full power and authority to execute the Agreement and any other documents, as may be required to deposit money to and withdraw money from the Participant's Lone Star Investment Pool (Lone Star) account from time to time in accordance with the Agreement and the Information Statement, and take all other actions deemed necessary or appropriate for the investment of local funds of the Participant:

	Rep #1	Rep #2	Rep #3
Printed Name	Nathan Fillinger	Crystal Hermesch	
Title	Board President	CFO	
E-mail address	nathan.fillinger@mvisd.org	crystal.hermesch@mvisd.org	
Signature			

In accordance with Lone Star procedures, an Authorized Representative shall promptly notify Lone Star of any changes in who is serving as Authorized Representative.

In addition to the foregoing Authorized Representatives, each Investment Officer of Lone Star appointed by the Lone Star Board of Trustees from time to time is hereby designated as an Investment Officer of the Government Entity and, as such, shall have responsibility for investing the share of Lone Star assets representing local funds of the Government Entity.

PASSED AND APPROVED this_____day of_____, 20____.

By: _____ By: _____

Nathan Fillinger — *Printed Name, Board President*

Jennilea Campbell — *Printed Name, Board Secretary*

State of Texas, County of _____.

Before me,_____, on this day personally appeared_____, and _____
(name of notary) *(name of President)* *(name of Clerk/Secretary)*

known to me (or proved to me on the oath of_____) or through_____to be the person(s)
(person providing oath) *(identification item)*

whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this_____day of_____, 20____.

(Personalized Seal) _____
Notary Public's Signature

If you have any questions, call the Lone Star Investment Pool at 800-758-3927 for assistance.
Please return the completed form to **customer.service@lonestarinvestmentpool.com** or fax **512-452-7842.**
Keep the original for your files.

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: May 16, 2024
Agenda Item: Consider Approval of Inter-local Agreement with Goodbuy Purchasing Cooperative

We would like for Medina Valley ISD to become a member of the Goodbuy Purchasing Cooperative. Being a member will open up many more opportunities with cost saving measures and improve efficiencies for the districts purchasing needs.
There is no cost to the district for having an interlocal agreement with the cooperative.

CH(LEGAL) – Purchasing and Acquisition
Cooperative Purchasing Program
A district may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state. A district that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative organization stating that the district will:

1. Designate a person to act under the direction of, or on behalf of, the district in all matters relating to the program;
2. Make payments to another participating local government or local cooperative organization or directly to a vendor under a contract made under these provisions, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and
3. Be responsible for the vendor's compliance relating to the quality of items and terms of delivery, to the extent provided in the agreement between the participating local governments or between a local government and a local cooperative organization.

A district that purchases goods or services under these provisions satisfies any state law requiring the district to seek competitive bids for the purchase of the goods or services.

Local Gov't Code 271.102; Atty. Gen. Op. JC-37 (1999)

Shared Service Arrangement for Participation in the Goodbuy Purchasing Cooperative (A program of the Education Service Center, Region 2)

Board Resolution

Medina Valley Independent School District, and
(local government name)

WHEREAS, the Medina Valley Independent School District, local government (Hereinafter "Member") pursuant to the authority by Article 791et.seq.of the Inter-local Cooperation Act, as amended, desires to participate in the Goodbuy Purchasing Cooperative.

WHEREAS, the Medina Valley Independent School District, local government has elected to be a Member of the Goodbuy Purchasing Cooperative, a program created by local governments in accordance with the Inter-local Cooperation Act 791, Texas Government Code.

WHEREAS, the Member, is of the opinion that participation in the Goodbuy Purchasing Cooperative will be highly beneficial to the taxpayers of the local government through the efficiencies and potential savings to be realized through participation in this Shared Service Arrangement Resolution; and

WHEREAS, the Member desires to participate and join with other local governments in a cooperative inter-local agreement and a shared service agreement for the purpose of fulfilling and implementing their respective public governmental purposes, needs, objectives, programs, functions and services.

NOW, THEREFORE, BE IT RESOLVED, that the Member does request the Goodbuy Purchasing Cooperative include its stated needs for all categories of instructional goods and services, whereby the Member may be allowed to purchase those items from the Goodbuy Purchasing Cooperative contracts; and that the Goodbuy Purchasing Cooperative is authorized to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of the Members that have elected to participate in this agreement.

FURTHER, BE IT RESOLVED, that the Board of Directors of the Member does hereby authorize its Board President, Superintendent or other officer to execute this Agreement.

FINALLY, BE IT RESOLVED that the execution of this Resolution shall evidence the election of the Member and eligible local governments to become members of the Multi-Regional Purchasing Program Shared Service Agreement upon the terms and conditions stated. The Board of Directors has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who hereby grant the power to exercise the same.

I certify that the foregoing is a true and correct copy of the Resolution duly adopted by the Medina Valley Independent School District local government on the _____day of 2_____, and that the same now appears of record in its official minutes.

Adopted and approved this _____day of _____, 2_____.

By: _____, Date: _____
(Local Government Official)

_____
(Title of Official)

Attest:

_____ Date:_____
(Secretary of the Board of Directors)

Purchasing Program of the Education Service Center, Region 2

GOODBUY MEMBERSHIP FORM FOR PRIVATE, NON-PROFIT, TAX EXEMPT 501(c)(3) ORGANIZATIONS, SCHOOLS & CHILD CARE FACILITIES

Facility Name: Medina Valley Independent School District

Facility Contact & Title: Vivian Baldwin / Purchasing Coordinator

Facility Address: 8449 FM 471 South

Facility City, State, Zip: CASTROVILLE, TX 78009

Facility Phone: 830-931-2243 ext 1112

Facility Fax: _____

Facility E-mail: purchasing@mvisd.org

You must attach documents showing that your organization is eligible for GoodBuy membership, including documents showing that your organization is a "not for profit" entity that operates a private school or child care facility and holds a current tax exemption status under Section 501(c)(3) issued by the U.S. Internal Revenue Service. GoodBuy reserves the right to require your organization to submit additional documentation to demonstrate eligibility for membership in GoodBuy.

Membership in the GoodBuy Purchasing Cooperative is offered to charter and religious-based schools, non-profit organizations and child care facilities operated by private and non-profit entities tax exempt entities under Section 501(c)(3) at no charge. As a condition of membership, the Member must reference the GoodBuy contact on their order and submit proofs of purchase within 60 days of making a purchase from an Awarded Vendor to goodbuy@esc2.net. The purpose of this form is to verify membership to our Awarded vendors and may be used by them for marketing.

Signature _____ Date _____

Purchasing Program of the Education Service Center, Region 2

Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative

The GoodBuy Purchasing Cooperative ("GoodBuy"), is a Purchasing Cooperative authorized by Tex. Gov't Code §§ 791.001 *et seq.* as amended, operated by the Education Service Center, Region 2 ("Region 2 ESC"), a state agency, as authorized by Tex. Educ. Code ("TEC") §8.002 and TEC §44.031(a)(4). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members. Program Members may purchase goods and services from any and all GoodBuy vendors, under the same terms, conditions, and price as stated in each GoodBuy awarded contract. GoodBuy excludes engineering, architectural, land surveyors, doctors, nurses and construction services. The purchase of goods through GoodBuy includes the purchase of any services reasonably required for the installation, operation, or maintenance of purchased goods, where such services are included in the awarded Vendor contract.

MEMBERSHIP

1. Program Members. Program Members must be qualifying local governmental entities of the State of Texas or another State; or qualifying private non-profit entities with tax exempt status under IRS Code Section 501(c)(3), operating private schools or child care facilities.
2. To become a Program Member requires the approval of this Agreement by the governing body of the Member, and by the Region 2 ESC Board of Directors. Each Program member must submit a copy of this Agreement signed by an authorized representative of the Member, along with a signed copy of a Resolution approved by the Program Member's governing body, to Region 2 ESC, as a condition of membership, as set forth below.
3. Non-governmental Members. In addition to the membership requirements set forth in Paragraph 2 above, all non-governmental entities seeking membership in GoodBuy must produce such documents as may be required from time to time by GoodBuy, to demonstrate each such non-governmental entity is eligible to become a Program Member under applicable law.
4. Membership Term. This Agreement shall be for one calendar year, which shall run from September 1 through August 31 of each calendar year, and shall become effective upon approval by both the Program Member's governing body, and the Region 2 ESC Board of Directors. This Agreement shall automatically renew for successive one-year terms, unless sooner terminated as provided in this Agreement. The terms and conditions of this Agreement shall apply to the initial term of Membership and all renewals, unless the terms and conditions are modified in writing, and approved by the governing body of GoodBuy, the Region 2 ESC Board of Directors. There is no fee for Program Membership.
5. Termination of Membership. Either the Program Member or Region 2 ESC may elect to non-renew this Agreement by sixty (60) days written notice of non-renewal delivered to the designated representative of the other party, as set forth below. This Agreement may also be terminated by either party upon thirty (30) days prior written notice to the designated representative set forth below, with or without cause. If the Program Member terminates its participation during the term of this Agreement or if GoodBuy terminates participation of the Program Member under any provision of this Article, the Program Member shall bear the full financial responsibility for any purchases by the Program Member occurring after the termination date.

Services Provided by GoodBuy:

GoodBuy will:

- Provide the organization and administrative structure of the program, including all staff necessary for the efficient operation of the program;
- Solicit requests from Program Members for adding categories/commodities and relevant specifications, and quantity demands for goods and services that could be included in the GoodBuy program;
- Prepare specifications for procurement of goods and services to be included in the GoodBuy program;
- Publish solicitations for prices and bids from potential Vendors of goods and services to be included in the GoodBuy program;
- Qualify potential Vendors and their goods or services, based on published bid criteria, and including the conducting of due diligence of potential Vendors;
- Tabulate price quotes, unit prices, and other information provided by potential Vendors of goods and services, to determine awarded Vendors for specific goods and services;
- Making all Vendor background research information and bids, and GoodBuy awarded Vendor contract analysis information available to Program Members;
- Maintain and publish the list of all GoodBuy awarded contracts, including all relevant information about the goods and services available under each awarded Vendor contract; and
- Provide Members with procedures for ordering, delivery, and billing for Member purchases from GoodBuy vendors.

Region 2 ESC is the designated entity that shall supervise the GoodBuy performance of this Agreement.

Any written notice to the GoodBuy Purchasing Cooperative shall be made by first class mail, postage prepaid, and delivered to: GoodBuy Purchasing Cooperative, Education Service Center, Region 2, 209 N. Water St., Corpus Christi, Texas 78401-2528 or by e-mail sent and actually received by GoodBuy to a GoodBuy Relations Representative at goodbuy@esc2.net.

Member Obligations:

- Each Program Member warrants that all Vendor payments, or other disbursements required under this Agreement will be made from current revenues budgeted and available to that Member.
- Program Members commit to purchase goods and services that become part of the official GoodBuy products and services list when it is in the best interest of the member entity.
- Each Program Member agrees to prepare purchase orders or provide other documentation issued to the appropriate vendor from the official awarded Vendor list provided by GoodBuy clearly noting contract number on it, as may be required by Member policy and procedures; provide a copy of each such Purchase Order, or Member approved order confirmation, Vendor Invoice or other proof of purchase for a purchase to the GoodBuy representative no later than 60 business days of the Member purchase from a GoodBuy Vendor;
- Accept shipments of products or delivery of services ordered from vendors in accordance with standard GoodBuy purchasing procedures.

- Pay Vendors in a timely manner for all goods and services received.
- Report promptly in writing to GoodBuy any and all instances in which a Program Member has rejected goods or services delivered to the Member by any awarded GoodBuy Vendor, or has cancelled any previously approved Purchase Order or invoice Order for goods or services to be provided by any awarded GoodBuy Vendor, to the designated GoodBuy representative.
- It is also a condition precedent to the approval of this Agreement for each Program Member by the Board of Directors of Region 2 ESC, that each prospective Program Member shall designate the person or persons who have express authority to represent and bind the Program Members in the administration and operation of this Agreement, with respect to GoodBuy purchasing, and Region 2 ESC will not be obligated to contact any other individual(s) regarding GoodBuy matters. A Program Member may change the designated Member representative listed below at any time by submitting written notice to goodbuy@esc2.net.

Program Member Name: Medina Valley Independent School District

Program Member Designated GoodBuy representative(s):

Name: Vivian Baldwin
Title: Purchasing Coordinator
Email: purchasing@mvisd.org
Telephone: 830-931-2243
Facsimile: _____

Contact Information: Medina Valley ISD
(Address) 8449 FM 471 South
City: Castroville
State: Texas 78009

The Program Member shall provide proof of goods and services purchased via any GoodBuy contract (purchase orders, monthly activity reports, order confirmations, invoices, etc.) to GoodBuy (all purchases conducted through GoodBuy Awarded Vendor contracts). These reports may be modified from time to time as deemed appropriate by GoodBuy.

GENERAL TERMS AND CONDITIONS

1. Governing Law and Venue. The Program Member and GoodBuy agree that this Agreement is governed by the law of the State of Texas and the published policies and procedures of GoodBuy. Any and all suits arising from this Agreement shall be brought in a court of competent jurisdiction and venue shall lie in Nueces County, Texas.

2. Cooperation and Access. The Program Member and GoodBuy agree that they will cooperate in compliance with any reasonable requests for information and/or records made by GoodBuy or the Program Member. GoodBuy reserves the right to audit the relevant records of any Program Member, and vice-versa.

3. Defense and Prosecution of Claims. The ESC shall not be responsible or obligated to defend any claims against the Member or prosecute any claims on behalf of the Member.

4. Legal Counsel. The Region 2 ESC shall not be responsible or obligated to provide or act as legal counsel to the Member with respect to any matter regarding this Agreement.

5. Purchase Contracts. The Region 2 ESC and GoodBuy shall not be a party to any contracts made by the Member for the purchase of goods or services with any vendor through the GoodBuy program.

6. No Warranty. The Region 2 ESC and/or GoodBuy does not warrant, sponsor, or endorse the goods or services of any GoodBuy Vendor.

7. It is the responsibility of the Program Member purchasing from GoodBuy awarded vendors ensure that the applicable purchasing requirements for the Member are met in accordance with all applicable local, state and federal procurement law.

8. Mediation. All claims and disputes arising under this Agreement shall be submitted to non-binding mediation before a neutral mediator in Nueces County, Texas, with the party demanding mediation of a claim being obligated to pay all costs and expenses of mediation.

9. Compliance with Procurement Laws. GoodBuy shall use its best effects to solicit prices for goods and services in compliance with all applicable laws and regulations governing purchase contracts by Members, and will keep a record of its procurement methodology for inspection by any Member. Each Member is responsible for determining, in consultation with its legal counsel, whether purchasing through this cooperative will satisfy the requirements of any applicable law or regulation governing the Program Member.

10. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

11. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

12. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its directors, officers, employees, representatives and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

13. THE GOODBUY PURCHASING COOPERATIVE, ITS ENDORSERS, AND SERVICING CONTRACTORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

15. GoodBuy and Region 2 ESC, their ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF PROGRAM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

16. Merger: The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the GoodBuy Purchasing Cooperative, and Program Member electing to participate in the Program.

17. Representation of Authorization: By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

TO BE COMPLETED BY THE GOODBUY PURCHASING COOPERATIVE, as acting on behalf of all other Program Members

By:_____ Date: _____
GoodBuy Relations Representative, Region 2 ESC

Email: _____ Telephone: _____

Facsimile: _____

_____
(Name of Program Member)

TO BE COMPLETED BY PROGRAM MEMBER

By:_____ Date: _____
(Signature of authorized representative of Program Member)

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Date:May 30, 2024
RE: Consideration and possible approval of a Budget Amendment

The 2023-2024 budget has been approved by the Board of Trustees according to Texas property Tax Code, section 26.09 (e). Amendments to that budget must also be Board approved. The administration recommends a reclassification of existing funds within the General Fund from capital outlay to maintenance to provide the funding necessary to address repairs to the HVAC and Fire Alarm systems at Medina Valley High School. The district also received additional state aid through the 2022 property value study. The attorney fee for completing and filing the necessary paperwork is 10% of the revenue received and administration is requesting an increase to the general administration budget to pay the fee.

Medina Valley Independent School District
BUDGET AMENDMENT REQUEST FORM

Board Meeting Presentation Date: May 30, 2024

Fund Name & Number: General Fund - 199

Dept. Requesting Budget Amendment: Finance & Operations

PURPOSE OF AMENDMENT:

Reclassification of Existing Funds

Function Increase	51	$	150,000
Function Decrease	81	$	150,000

Increase to Budget

Function Increase	41	$	177,359

EXPLANATION FOR AMENDMENT:

Function 51: This increase to the Maintenance budget will provide the funding necessary to address repairs to the HVAC and Fire Alarm systems at MVHS.

Function 81: This is a reallocation of funds from capital outlay.

Function 41: The results of the 2022 property value study were completed and the district will receive additional state aid in the amount of $1,773,590. The attorney fee for completing and filing the necessary paperwork. This amendment is to increase the budget for the 10% fee.

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: May 30, 2024
Agenda Item: Consider approval of Medina Valley ISD District Logo and the District Branding Guide

Background Information:
Our MVISD Branding Committee has been working with a marketing agency to help the District create a cohesive, long-range logo & branding guide. The completed guide includes our district logo, campus logos and official color and mascot options for future MVISD campuses. The elementary and middle school portion of the branding guide was approved at the November 27, 2024 regular board meeting. The high school portion of the branding guide was approved at the January 22, 2024 board meeting. The guide is now complete with the presentation of our district logo.

Supporting Document(s):
- MVISD Branding Guide

Recommendation:
It is recommended that the Board of Trustees approve the MVISD District Logo and District Branding Guide as presented.

DISTRICT LOGO & BRANDING GUIDE



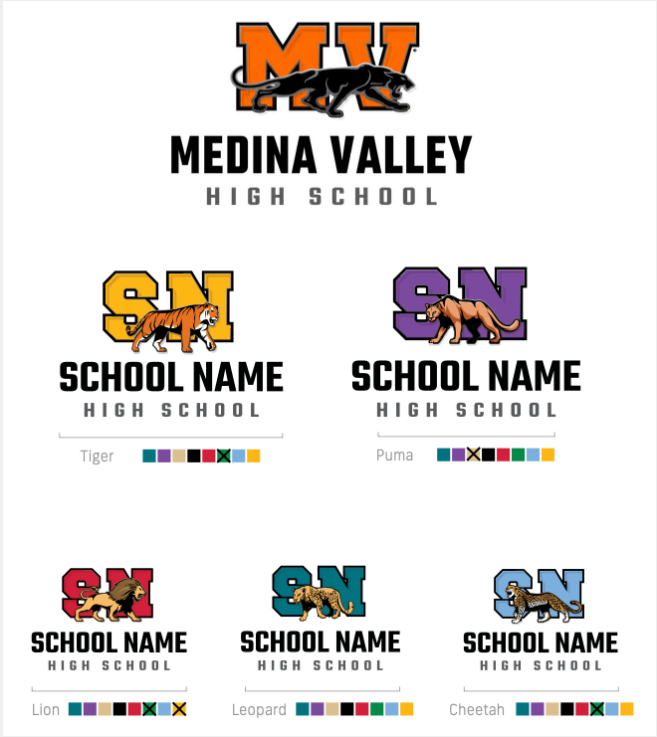
- Our MVISD Branding Committee has been working with a marketing agency to help the District create a **cohesive, long-range logo & branding guide.**

- The **elementary and middle school** portion of the branding guide was approved at the **November 27, 2023** regular board meeting.

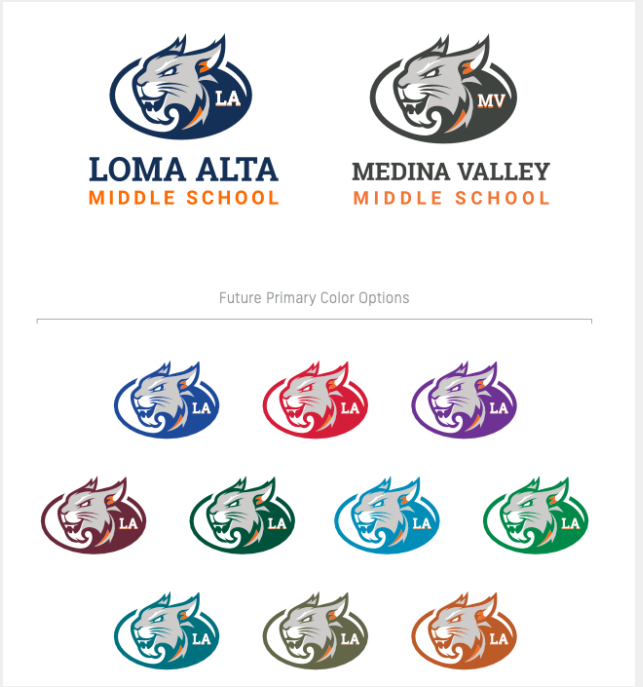
- The **high school portion** of the branding guide was approved at the **January 22, 2024** regular board meeting.

- The guide is now complete with the **presentation of our district logo**.

BRANDING & LOGO PROCESS







CAMPUS LOGOS

- Creates a sense of pride and identity that represents all of our campuses.

- District logos commonly do not use a mascot, and are separate from their campus logos.

PURPOSE FOR DISTRICT LOGO

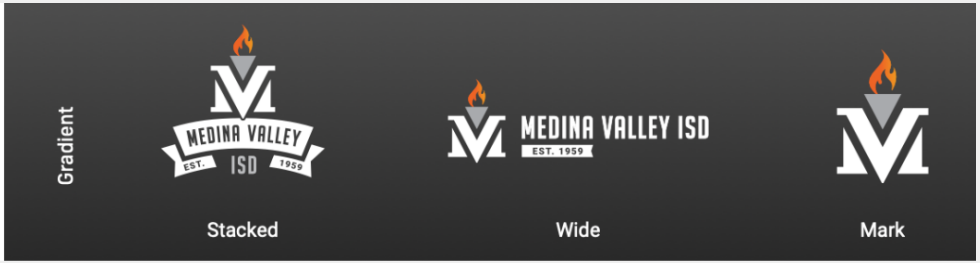
- Our MVISD Branding Committee has been meeting throughout the school year with Manifestive Design. We worked through various options and revisions.

- A survey was shared with MVISD parents, staff & community.
    - Common themes were:
        - Incorporating orange and block lettering
        - Acknowledging the tradition of the past, while looking toward the future
        - Inclusivity of all campuses & our growth

DISTRICT LOGO PROCESS







DISTRICT LOGO

QUESTIONS?



MEDINA VALLEY ISD

BRAND GUIDELINES

MAY 30, 2024

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MEDINA VALLEY ISD

BRAND STRATEGY

This is the brand that has been created to represent the entire school district. In the new logo, both the M and the V that represent 'Medina Valley' are present, along with a flaming torch. The flaming torch is a symbol of knowledge, enlightenment, truth, and intellectual optimism—the belief that the light of truth and reason overcomes the darkness of ignorance.

COLORS:

The colors chosen to represent the district are purposefully neutral, so as not to show favoritism with any of the schools who all have different colors.

This logo uses black, white, and shades of grey, along with the natural colors in a flame. In other communications, you should restrict the color palette to black, white, and shades of grey.

FONTS:

The primary font is Big Noodle Titling. This font is not used in any of the schools, and is reserved for use at the district level.

The secondary font used for 'EST. 1959' is Roboto, which will serve as the body copy font for all brands in the district.

LAYOUT VARIATIONS

To maintain consistency at the District level, Medina Valley ISD's logo elements must be displayed consistently and legibly in every application. There are three acceptable variations:

STACKED & WIDE LOGOS

The logos containing all of the elements should be used whenever space permits. They are the preferred logos for use in all instances. Use whichever version allows the logo to be the largest and therefore the most legible.

MARK

The mark is only allowed to be used when the full logo or name of the district is also present. This is meant to be a secondary design element used for decoration, or when the space is too small for the full logo to be legible.



Stacked



Wide



Mark

COLOR VARIATIONS

To maintain legibility on all backgrounds, a variety of color options have been created.

FULL-COLOR WITH GRADIENTS

This is the primary color choice for all of the logos in our brand family. Use this version in digital printing, full color press printing, and online applications.

TWO-COLOR FLAT

For any instance where the gradient version of the logo is not translating successfully, the flat color version will be a fantastic alternate.

ONE-COLOR

The one-color version of the logo can be used in printing applications that are strictly limited to one color, or scenarios when it increases the legibility of the logo. It should never be adapted into any of the other brand colors.

Full-Color With Gradients | Two-Color Flat | One-Color

On Light



On Dark



FULL-COLOR LOGOS



On Light

Gradient



Stacked



Wide



Mark

Flat



Stacked



Wide



Mark

On Dark

Gradient



Stacked



Wide



Mark

Flat



Stacked



Wide



Mark

ONE-COLOR LOGOS



On Light



Stacked



Wide



Mark

On Dark



Stacked



Wide



Mark

COLOR ASSIGNMENTS

The colors chosen to represent the district are purposefully neutral, so as not to show favoritism with any of the schools who all have different colors.

This logo uses black, white, and shades of grey, along with the natural colors in a flame. In other communications, you should restrict the color palette to black, white, and shades of grey.

CMYK

The CMYK breakdown is to be used in any printing job that is done digitally or as a 4-color job on a press.

RGB

The RGB color version is to be used in any screen-based medium. This ensures that the color will present as accurately as possible on screen.

HEX CODE

The HEX code is a six-digit combination of letters and numbers that represent an RGB color. Mainly used in web design.

PANTONE MATCHING SYSTEM (PMS)

PMS colors are used to ensure a color match where it is absolutely crucial. Because of the cost to color-match, and the number of colors in your system, Pantones are not recommend for the majority of your printing.

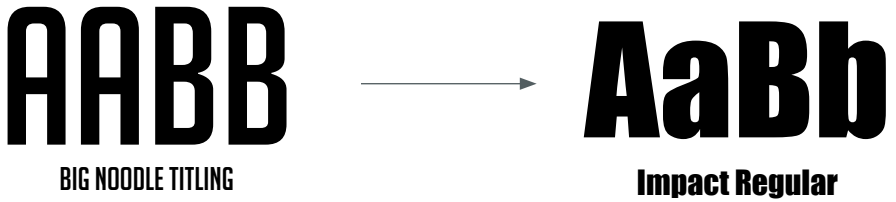
Color	Pantone	CMYK	RGB	#Hex
Black	Pantone Black 6 C	75/68/67/90	0/0/0	#000000
Gray	Pantone 425 C	68/52/51/25	83/94/97	#535E61
Light Gray	Pantone 422 C	0/0/0/40	168/170/173	#A8AAAD
Orange	Pantone 172 C	0/72/100/0	255/106/0	#FF6A00
Scarlet	Pantone 485 C	10/100/82/2	212/30/57	#D41E39
White	-	255/255/255	255/255/255	#FFFFFF

HEADLINE FONT

BIG NOODLE TITLING

This is a free font that can be downloaded here: www.dafont.com/bignoodletitling.font

The digital alternative to use when Big Noodle Titling is not available will be Impact Regular.

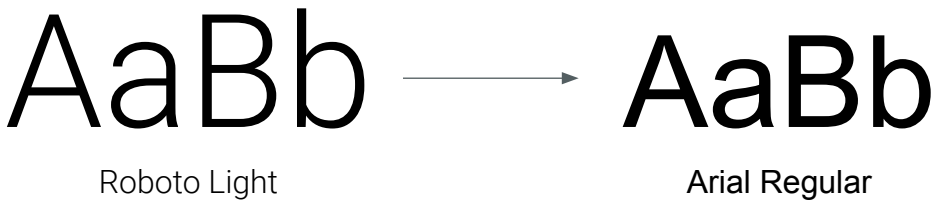


BODY FONT

ROBOTO

This is a Google font that can be downloaded for free here: fonts.google.com/specimen/Roboto

The alternative font to use when Roboto is not available will be Arial.



HIGH SCHOOLS

HS BRAND STRATEGY

While still retaining the MV block letters, the black panther, and its original color palette, our logo now has cleaner typography and multiple layout variations. The brand strategy for future High Schools in MV ISD will ensure that each new school has a distinguishable brand, while still belonging in a cohesive set.

NAMES

Each school will be required to have a 2-word name, to continue the system of a 2-letter monogram.

MASCOTS

All mascots moving forward will remain in the wildcat family. The next 5 mascots have been created, and when a new school is ready to be branded, the mascot will be determined by popular vote.

COLORS

Seven additional colors have been approved to pair with the chosen mascots. Certain colors should not be paired with certain mascots, shown to the right.

FONTS:

All high schools will share the same 2 fonts—'Freshman' for the name of the school, and 'Teko' for the descriptor.

Aside from the approved Medina Valley HS logo, the additional logos to the right are not real logos but merely examples created to demonstrate the approved strategy.

MEDINA VALLEY
HIGH SCHOOL

SCHOOL NAME
HIGH SCHOOL
Tiger

SCHOOL NAME
HIGH SCHOOL
Puma

SCHOOL NAME
HIGH SCHOOL
Lion

SCHOOL NAME
HIGH SCHOOL
Leopard

SCHOOL NAME
HIGH SCHOOL
Cheetah

HS LAYOUT VARIATIONS

To maintain consistency across Medina Valley ISD's high schools, logo elements must be displayed consistently and legibly in every application. For each school, there are five acceptable variations:

STACKED/WIDE

The logos containing all of the elements should be used whenever space permits. They are the preferred logos for use in all instances. Use whichever version allows the logo to be the largest and therefore the most legible.

MARK: LETTERS + MASCOT

The mark is only allowed to be used when the full logo or name of the school is also present. This is meant to be a secondary design element used for decoration, or when the space is too small for the full logo to be legible.

MARK: LETTERS

The block letters alone will still distinctly represent each school and can be used without their mascot. This mark is also meant to be decoration and should only be used if the full logo or name of the school is also present.

MARK: MASCOT

The mascot can also be used alone as a design element, but not as a substitution for a full logo as it does not communicate the identity of its school.



Stacked



Wide



Mark: Letters + Mascot



Mark: Letters



Mark: Mascot

HS COLOR VARIATIONS

To maintain legibility on all backgrounds, a variety of color options have been created.

FULL-COLOR WITH GRADIENTS

This is the primary color choice for all of the logos in our brand family. Use this version in digital printing, full color press printing, and online applications.

TWO-COLOR FLAT

For any instance where the gradient version of the logo is not translating successfully, the flat color version will be a fantastic alternate.

ONE-COLOR

The one-color version of the logo can be used in printing applications that are strictly limited to one color, or scenarios when it increases the legibility of the logo. It should never be adapted into any of the other brand colors, unless another location is introduced.

Full-Color With Gradients | Two-Color Flat | One-Color

On Light



On Orange



On Dark



HS COLORS ASSIGNMENTS

While black and gray will be used consistently for all high school logos, each will have a distinguishable primary color. Medina Valley HS's primary color will remain orange, but a variety of additional colors have been identified for use in future schools. They will all be readily available in the form of apparel and promotional items.

CMYK

The CMYK breakdown is to be used in any printing job that is done digitally or as a 4-color job on a press.

RGB

The RGB color version is to be used in any screen-based medium. This ensures that the color will present as accurately as possible on screen.

HEX CODE

The HEX code is a six-digit combination of letters and numbers that represent an RGB color. Mainly used in web design.

PANTONE MATCHING SYSTEM (PMS)

PMS colors are used to ensure a color match where it is absolutely crucial. Because of the cost to color-match, and the number of colors in your system, Pantones are not recommend for the majority of your printing.

	Color	Pantone	CMYK	RGB	#Hex
All High Schools	Black	Pantone Black 6 C	75/68/67/90	0/0/0	#000000
	Gray	Pantone 425 C	68/52/51/25	83/94/97	#535E61
	White	-	255/255/255	255/255/255	#FFFFFF
MV High School	Orange	Pantone 172 C	0/72/100/0	255/106/0	#FF6A00
Future High School Options	Gold	Pantone 3514 C	0/31/100/0	253/183/20	#FDB714
	Unnamed	Pantone 2169 C	50/20/0/0	123/175/222	#7BAFDE
	Kelly Green	Pantone 355 C	99/19/100/6	0/137/72	#008948
	Scarlet	Pantone 485 C	10/100/82/2	212/30/57	#D41E39
	Tan	Pantone 4004 C	15/22/49/0	218/192/142	#DAC08E
	Purple	Pantone 268 C	71/97/0/0	109/50/147	#6D3293
	Teal	Pantone 3155 C	98/39/44/11	0/113/127	#00717f

PRIMARY FONT

FRESHMAN NORMAL

This is a free font that can be downloaded here: www.dafont.com/freshman.font

The digital alternative to use when Freshman is not available.

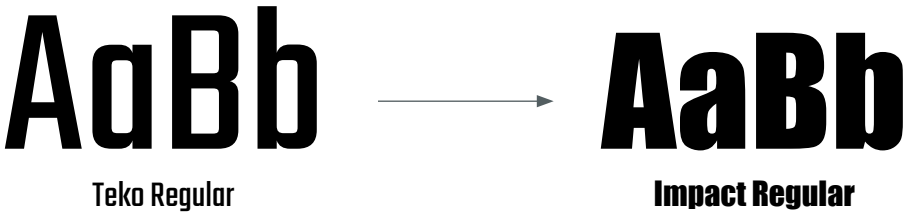


SECONDARY FONT

TEKO REGULAR

This is a Google font that can be downloaded for free here: fonts.google.com/specimen/Teko

The alternative font to use when Teko is not available will be Impact.



BODY FONT

ROBOTO

This is a Google font that can be downloaded for free here: fonts.google.com/specimen/Roboto

The alternative font to use when Roboto is not available will be Arial.

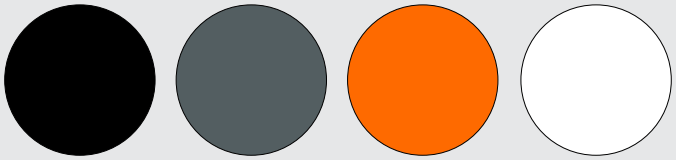


MEDINA VALLEY HIGH SCHOOL LOGOS



MEDINA VALLEY

HIGH SCHOOL



Colors



On Orange



Wide



Mark-Letters-Panther



Stacked



Mark-Letters



Mark-Panther

On White



Wide



Mark-Letters-Panther



Stacked



Mark-Letters



Mark-Panther

On Gray to Black Gradient



Wide



Mark-Letters-Panther



Stacked



Mark-Letters



Mark-Panther



On Orange



Wide



Mark-Letters-Panther



Stacked



Mark-Letters



Mark-Panther

On White



Wide



Mark-Letters-Panther



Stacked



Mark-Letters



Mark-Panther

On Gray to Black Gradient



Wide



Mark-Letters-Panther



Stacked



Mark-Letters



Mark-Panther



Black on Orange



Wide



Mark-Letters-Panther



Stacked



Mark-Letters



Mark-Panther

Orange on White



Wide



Mark-Letters-Panther



Stacked



Mark-Letters



Mark-Panther

White on Gray to Black Gradient



Wide



Mark-Letters-Panther



Stacked



Mark-Letters



Mark-Panther

MIDDLE SCHOOLS

MS BRAND STRATEGY

A new logo has been created for use in all MV ISD Middle Schools, but as there are quite a few more middle schools than high schools, the strategy for creating their additional brands has been simplified.

MASCOTS

In staying with the theme of 'wild cats', all middle schools will share a common mascot—the Wild Cats.

INITIALS

Each school's initials will be displayed inside the Wild Cat mark, regardless if it is one or two words.

COLORS

While all middle schools will share the MV ISD orange and a light gray, each will have a distinct primary color. Ten colors have been approved as viable primary colors for future schools, demonstrated to the right. When a new middle school is ready to be branded, the colors will be determined by popular vote.

FONTS

All middle schools will share the same 2 fonts—'Roboto Slab' for the name of the school, and 'Roboto' for the descriptor.

Aside from the approved Medina Valley MS and Loma Alta MS logos, the additional logos below are merely examples created to demonstrate the approved strategy.

LOMA ALTA
MIDDLE SCHOOL

MEDINA VALLEY
MIDDLE SCHOOL

Future Primary Color Options



MS LAYOUT VARIATIONS

To maintain consistency across Medina Valley ISD's middle schools, logo elements must be displayed consistently and legibly in every application. For each school, there are four acceptable variations:

STACKED/WIDE

The logos containing all of the elements should be used whenever space permits. They are the preferred logos for use in all instances. Use whichever version allows the logo to be the largest and therefore the most legible.

BADGE

The badge can be used when the space is too small for either of the full logos to be legible.

MARK

The mascot can also be used alone as a design element, but not as a substitution for a full logo as it does not clearly communicate the identity of its school.



MEDINA VALLEY
MIDDLE SCHOOL

Stacked



MEDINA VALLEY
MIDDLE SCHOOL

Wide



Badge



Mark

MS COLOR VARIATIONS

To maintain legibility on all backgrounds, a variety of color options have been created.

FULL-COLOR

The primary color choices for the logo are the 'Full Color' versions. Use these versions in all possible print and web applications. Variations have been provided for use on both light and dark backgrounds.

ONE-COLOR

If you need a single-colored version of your logo, variations have been provided for use on both light and dark backgrounds.

Full-Color

One-Color

On Light



MEDINA VALLEY
MIDDLE SCHOOL



MEDINA VALLEY
MIDDLE SCHOOL

On Dark



MEDINA VALLEY
MIDDLE SCHOOL



MEDINA VALLEY
MIDDLE SCHOOL

MS COLOR ASSIGNMENTS

Orange and light gray will be used in all MS logos, each school will have it's own primary color.

Medina Valley MS's will be Anthracite (dark gray) so that orange will continue to be their primary color.

A variety of colors have been identified for use in future middle schools. They are all readily available in the form of apparel and promotional items.

CMYK

The CMYK breakdown is to be used in any printing job that is done digitally or as a 4-color job on a press.

RGB

The RGB color version is to be used in any screen-based medium. This ensures that the color will present as accurately as possible on screen.

HEX CODE

The HEX code is a six-digit combination of letters and numbers that represent an RGB color. Mainly used in web design.

PANTONE MATCHING SYSTEM (PMS)

PMS colors are used to ensure a color match where it is absolutely crucial. Because of the cost to color-match, and the number of colors in your system, Pantones are not recommend for the majority of your printing.

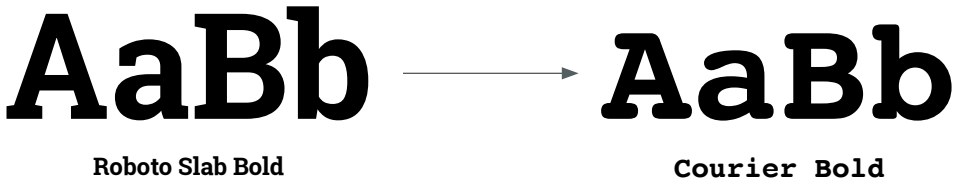
	Color	Pantone	CMYK	RGB	#Hex
All Middle Schools	Light Gray	Pantone 425 C	19/15/16/0	205/204/203	#CDCCCB
	Orange	Pantone 172 C	0/72/100/0	255/106/0	#FF6A00
	White	-	255/255/255	255/255/255	#FFFFFF
MV Middle School	Anthracite	Pantone 418 C	68/58/62/47	63/67/63	#3F433F
Loma Alta Middle School	Navy	Pantone 648 C	100/85/39/33	21/48/86	#153056
Future Middle School Options	Royal Blue	Pantone 293 C	98/83/4/0	30/74/154	#1E4A9A
	Scarlet	Pantone 485 C	10/100/82/2	212/30/57	#D41E39
	Purple	Pantone 268 C	71/97/0/0	109/50/147	#6D3293
	Dark Maroon	Pantone 504 C	41/87/58/42	106/41/59	#6A293B
	Dark Green	Pantone 357 C	95/40/83/40	0/83/58	#00533a
	Tidal Blue	Pantone 7703 C	84/30/16/0	0/142/184	#008eb8
	Kelly Green	Pantone 355 C	99/19/100/6	0/137/72	#008948
	Teal	Pantone 3155 C	98/39/44/11	0/113/127	#00717f
	Medium Olive	Pantone 7762 C	58/45/75/27	99/102/72	#636648

PRIMARY FONT

ROBOTO SLAB

This is a free font that can be downloaded here: fonts.google.com/specimen/Roboto+Slab

The digital alternative to use when Roboto Slab is not available will be Courier Bold.

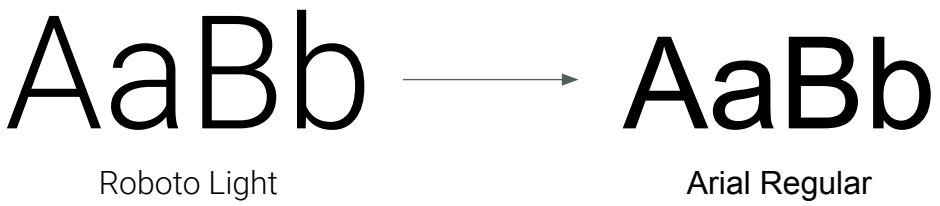


BODY FONT

ROBOTO

This is a Google font that can be downloaded for free here: fonts.google.com/specimen/Roboto

The alternative font to use when Roboto is not available will be Arial.



LOMA ALTA MIDDLE SCHOOL LOGOS

LOMA ALTA
MIDDLE SCHOOL

Colors

FULL COLOR LOGOS



On Light Background



Wide



Stacked



Badge



Mark

On Dark Background



Wide



Stacked



Badge



Mark

On Dark Background



Wide



Stacked



Badge



Mark

ONE-COLOR LOGOS



On Light Background



Wide



Stacked



Badge



Mark

On Dark Background



Wide



Stacked



Badge



Mark

On Orange Background



Wide



Stacked



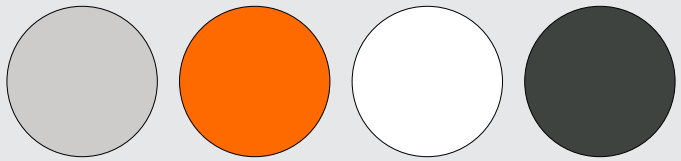
Badge



Mark

MEDINA VALLEY MIDDLE SCHOOL LOGOS

MEDINA VALLEY
MIDDLE SCHOOL



Colors

FULL COLOR LOGOS

MEDINA VALLEY
MIDDLE SCHOOL

On Light Background



Wide



Stacked



Badge



Mark

On Dark Background



Wide



Stacked



Badge



Mark

On Orange Background



Wide



Stacked



Badge



Mark

ONE-COLOR LOGOS



On Light Background



Wide



Stacked



Badge



Mark

On Dark Background



Wide



Stacked



Badge



Mark

On Orange Background



Wide



Stacked



Badge



Mark

ELEMENTARY SCHOOLS

ES BRAND STRATEGY

The brand approach for the Medina Valley elementary schools has been simplified even more so than the middle schools due to the large number of locations.

MASCOT

To continue the theme of 'wild cats', the mascot for all elementary schools will be the 'Cubs'. The logo mark will be exactly the same for all schools.

COLORS

For simplicity, all elementary schools will have orange as their primary color with accents of red to introduce a little depth into the palette. Additionally, all schools will use light gray and white, but never black.

FONTS

All elementary schools will share the same 2 fonts—'Bree Serif' for the name of the school, and 'Fira Sans' for the descriptor.

All of the logos shown to the right have been approved and are in circulation.













ES LAYOUT VARIATIONS

To maintain consistency across Medina Valley ISD's middle schools, logo elements must be displayed consistently and legibly in every application. For each school, there are four acceptable variations:

STACKED/WIDE

The logos containing all of the elements should be used whenever space permits. They are the preferred logos for use in all instances. Use whichever version allows the logo to be the largest and therefore the most legible.

BADGE

The badge can be used when the space is too small for either of the full logos to be legible.

MARK

The mascot can also be used alone as a design element, but not as a substitution for a full logo as it does not clearly communicate the identity of its school.



Stacked



Wide



Badge



Mark

ES COLOR VARIATIONS

To maintain legibility on all backgrounds, a variety of color options have been created.

FULL-COLOR WITH GRADIENTS

This is the primary color choice for all of the logos in our brand family. Use this version in digital printing, full color press printing, and online applications.

TWO-COLOR FLAT VERSION

For any instance where the gradient version of the logo is not translating successfully, the flat color version will be a fantastic alternate.

ONE-COLOR VERSION

The one-color version of the logo can be used in printing applications that are strictly limited to one color, or scenarios when it increases the legibility of the logo. It should never be adapted into any of the other brand colors, unless another location is introduced.

Full-Color with Gradients | Two-Color Flat | One-Color

On Light



On Dark



ES COLOR ASSIGNMENTS

The colors that make up MV ISD color palette represent 'earth' tones, or common colors you would be likely to find in nature. For each of our colors, we have a Light, Mid-Tone, and Dark shade to help create an overall 'nostalgic' vibe that we want associated with The Cibolo.

CMYK

The CMYK breakdown is to be used in any printing job that is done digitally or as a 4-color job on a press.

RGB

The RGB color version is to be used in any screen-based medium. This ensures that the color will present as accurately as possible on screen.

HEX CODE

The HEX code is a six-digit combination of letters and numbers that represent an RGB color. Mainly used in web design.

PANTONE MATCHING SYSTEM (PMS)

PMS colors are used to ensure a color match where it is absolutely crucial. Because of the cost to color-match, and the number of colors in your system, Pantones are not recommend for the majority of your printing.

All Elementary Schools

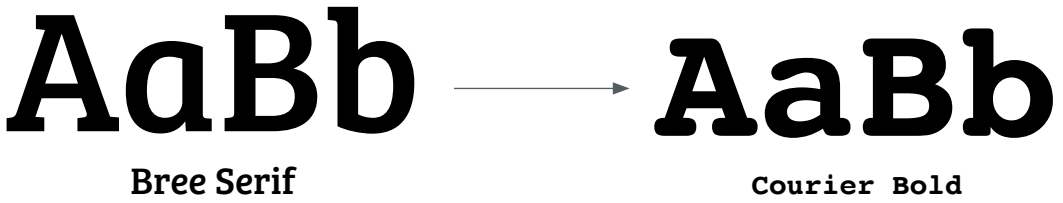
Color	Pantone	CMYK	RGB	#Hex
Light Gray	Pantone 425 C	19/15/16/0	205/204/203	#CDCCCB
Orange	Pantone 172 C	0/72/100/0	255/106/0	#FF6A00
White	-	255/255/255	255/255/255	#FFFFFF
Scarlet	Pantone 485 C	10/100/82/2	212/30/57	#d41e39

PRIMARY FONT

BREE SERIF

This is a Google font that can be downloaded for free here: fonts.google.com/specimen/Bree+Serif

The alternative font to use when Bree Serif is not available will be Courier Impact.

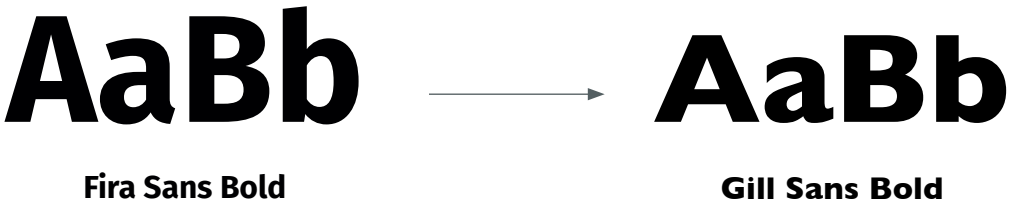


SECONDARY FONT

FIRA SANS

This is a Google font that can be downloaded for free here: fonts.google.com/specimen/Fira+Sans

The alternative font to use when Fira Sans is not available will be Gills Sans.

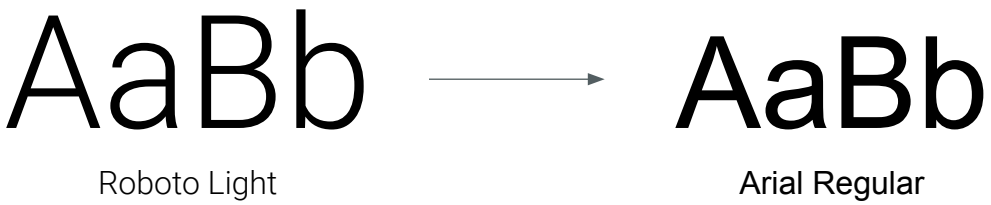


BODY FONT

ROBOTO

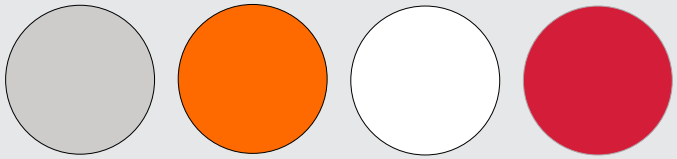
This is a Google font that can be downloaded for free here: fonts.google.com/specimen/Roboto

The alternative font to use when Roboto is not available will be Arial.



LADERA ELEMENTARY SCHOOL LOGOS

Ladera
ELEMENTARY SCHOOL



Colors



On Light Background

GRADIENT VERSION



Wide



Stacked



Badge



Mark

FLAT VERSION



Wide



Stacked



Badge



Mark

On Dark Background

GRADIENT VERSION



Wide



Stacked



Badge



Mark

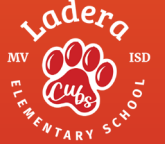
FLAT VERSION



Wide



Stacked



Badge



Mark

SINGLE-COLOR LOGOS



On Light Background



Wide



Stacked



Mark



Badge

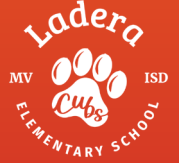
On Dark Background



Wide



Stacked



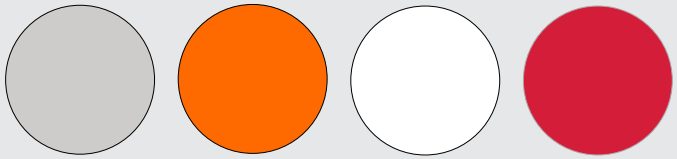
Mark



Badge

SILOS ELEMENTARY SCHOOL LOGOS

Silos
Cubs
ELEMENTARY SCHOOL



Colors



On Light Background

GRADIENT VERSION



Wide



Stacked



Badge



Mark

FLAT VERSION



Wide



Stacked



Badge



Mark

On Dark Background

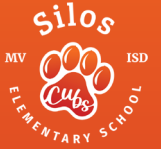
GRADIENT VERSION



Wide



Stacked



Badge



Mark

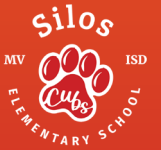
FLAT VERSION



Wide



Stacked



Badge



Mark

SINGLE-COLOR LOGOS



On Light Background



Wide



Stacked



Badge



Mark

On Dark Background



Wide



Stacked



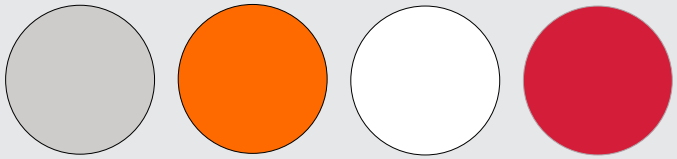
Badge



Mark

POTRANCO ELEMENTARY SCHOOL LOGOS

Potranco
ELEMENTARY SCHOOL



Colors

FULL-COLOR LOGOS

Potranco
ELEMENTARY SCHOOL

On Light Background

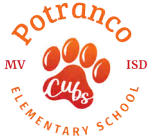
GRADIENT VERSION



Wide



Stacked



Badge


Mark

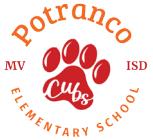
FLAT VERSION



Wide



Stacked



Badge


Mark

On Dark Background

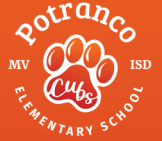
GRADIENT VERSION



Wide



Stacked



Badge


Mark

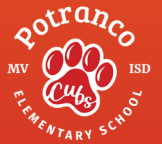
FLAT VERSION



Wide



Stacked



Badge


Mark

SINGLE-COLOR LOGOS

Potranco ELEMENTARY SCHOOL

On Light Background

Potranco ELEMENTARY SCHOOL

Wide

Potranco ELEMENTARY SCHOOL

Stacked

Potranco MV ISD ELEMENTARY SCHOOL

Badge

Mark

On Dark Background

Potranco ELEMENTARY SCHOOL

Wide

Potranco ELEMENTARY SCHOOL

Stacked

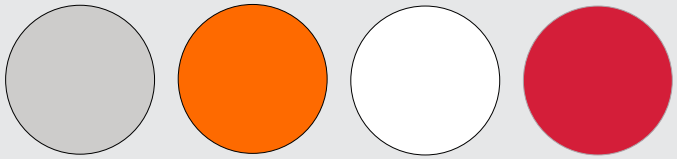
Potranco MV ISD ELEMENTARY SCHOOL

Badge

Mark

LUCKEY RANCH ELEMENTARY SCHOOL LOGOS

Luckey Ranch
ELEMENTARY SCHOOL



Colors

FULL-COLOR LOGOS

Luckey Ranch
ELEMENTARY SCHOOL

On Light Background

GRADIENT VERSION



Wide



Stacked



Badge


Mark

FLAT VERSION



Wide



Stacked



Badge


Mark

On Dark Background

GRADIENT VERSION



Wide



Stacked



Badge


Mark

FLAT VERSION



Wide



Stacked



Badge


Mark

Luckey Ranch
ELEMENTARY SCHOOL

On Light Background

Wide

Stacked

Badge

Mark

On Dark Background

Wide

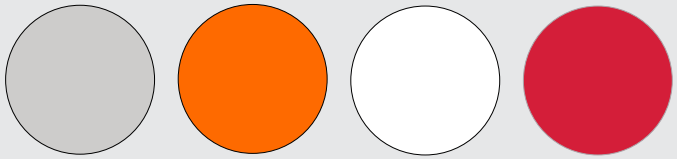
Stacked

Badge

Mark

LACOSTE ELEMENTARY SCHOOL LOGOS

LaCoste
ELEMENTARY SCHOOL
Cubs



Colors

LaCoste ELEMENTARY SCHOOL

On Light Background

GRADIENT VERSION



Wide



Stacked



Badge



Mark

FLAT VERSION



Wide



Stacked



Badge



Mark

On Dark Background

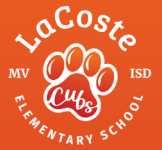
GRADIENT VERSION



Wide



Stacked



Badge



Mark

FLAT VERSION



Wide



Stacked



Badge



Mark

SINGLE-COLOR LOGOS



On Light Background



Wide



Stacked



Badge



Mark

On Dark Background



Wide



Stacked



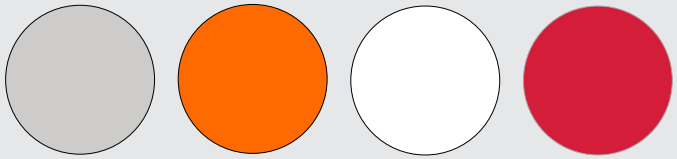
Badge



Mark

CASTROVILLE ELEMENTARY SCHOOL LOGOS

Castroville
ELEMENTARY SCHOOL



Colors

FULL-COLOR LOGOS

Castroville
ELEMENTARY SCHOOL

On Light Background

GRADIENT VERSION



Wide



Stacked



Badge


Mark

FLAT VERSION



Wide



Stacked



Badge


Mark

On Dark Background

GRADIENT VERSION



Wide



Stacked



Badge


Mark

FLAT VERSION



Wide



Stacked



Badge


Mark

SINGLE-COLOR LOGOS

Castroville
ELEMENTARY SCHOOL

On Light Background

Wide

Stacked

Badge

Mark

On Dark Background

Wide

Stacked

Badge

Mark

For questions, concerns, or additional design requests, please contact:

Selena Viera | Director of Communications
Medina Valley Independent School District
8449 FM 471 S | Castroville, TX 78009
selena.viera@mvisd.org
(830) 931-2243 x 1254 | www.mvisd.com

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: May 24, 2024
Agenda Item: Consider approving Amendments and Additions to the 2023-2024 Compensation Plan

In accordance with Board Policy DEA and DEAA (Legal) and (Local), District administration is recommending the following amendments and additions to the 2023-2024 Compensation Plan.

Administrative/Professional Pay Grade(Amendment)

Special Funding, Coordinator

Recommending moving Director of Special Programs Grade 5 to Special Funding, Coordinator Pay Grade 3. Effective for the 2024-2025 School Year with a start date of July 1, 2024

Director of Intervention, Accountability and Student Data

Recommending moving one of the Instructional Technology Coordinators Pay Grade 3 to Director of Intervention, Accountability and Student Data Pay Grade 5 for the 2024-2025 school year with a start date of July 1,2024

Administration recommends that the Board approve the recommended Amendments and Additions to the 2023-2024 Compensation Plan as presented.

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: 05-30-2024
Agenda Item: Consider approval of Purchase of Reading and Language Arts Textbooks and curriculum resources for Silos Elementary using McGraw Hill

Background Information:
With the opening of Silos Elementary School there will be a need to purchase of textbooks and curriculum resources for Reading and Language Arts using the Districts current Wonders adoption.

Administrative Consideration:
- Pricing was requested through McGraw Hill the current RLA curriculum supplier for MVISD.
- The purchase will be in the amount of $220,455.44.
- 2019 FF&E Bond Funds will be used for this purchase.

Supporting Document(s):
Quote from McGraw Hill.

Recommendation:
It is recommended that the Board approve the purchase of Reading and Language Arts Textbooks and curriculum resources for Silos Elementary using McGraw Hill in the amount of $220,455.44.

Because learning changes everything.®

QUOTE PREPARED FOR:

Medina Valley Isd
8752 FM 471 S
CASTROVILLE, TX 78009-5317
ACCOUNT NUMBER: 409282

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

SALES REP INFORMATION:

Liz Flores
liz.flores@mheducation.com
(210) 854-0233

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Texas Wonders Standard Bundle	$304,644.30	($92,975.82)	$211,668.48
PRODUCT TOTAL*	$304,644.30	($92,975.82)	$211,668.48
ESTIMATED S&H**			$8,786.96
ESTIMATED TAX**			$0.00
GRAND TOTAL*			$220,455.44

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE:	04/25/2024	ACCOUNT NAME: Medina Valley Isd		EXPIRATION DATE:	08/23/2024
QUOTE NUMBER:	SRICH-04252024115528-001	ACCOUNT #: 409282		PAGE #:	1

Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Texas Wonders Standard Bundle					
Grade K - Student Materials					
WONDERS 2020 GRADE K TX STANDARD STUDENT BUNDLE 3 YEAR SUBSCRIPTION	978-1-26-526090-3	150	$120.96	$0.00	$18,144.00
Grade K - Teacher Materials (1:22)					
READING WONDERS TEACHER WORKSPACE 3 YEAR SUBSCRIPTION GRADE K	978-0-07-699368-0	7	$562.32	$3,936.24	*Free Materials
READING WONDERS TEXAS TEACHER EDITION PACKAGE GRADE K	978-0-07-685932-0	7	$604.50	$4,231.50	*Free Materials
READING WONDERS LITERATURE BIG BOOK PACKAGE GRADE K	978-0-07-689794-0	7	$1,658.97	$11,612.79	*Free Materials
READING WONDERS DECODABLE READERS PACKAGE 6 EACH OF 10 GRADE K	978-0-07-697730-7	7	$646.20	$0.00	$4,523.40
READING WONDERS APPROACHING LEVELED READER PACKAGE 6 OF 30 GRADE K	978-0-07-689726-1	7	$995.58	$0.00	$6,969.06
READING WONDERS ON LEVEL LEVELED READER PACKAGE 6 OF 30 GRADE K	978-0-07-689772-8	7	$995.58	$0.00	$6,969.06
READING WONDERS BEYOND LEVELED READER PACKAGE 6 OF 30 GRADE K	978-0-07-689728-5	7	$995.58	$0.00	$6,969.06
READING WONDERS TEXAS PRACTICE BOOK BLM GRADE K	978-0-07-901893-9	7	$62.10	$434.70	*Free Materials
READING WONDERS TEXAS UNIT ASSESSMENT GRADE K	978-0-07-901735-2	7	$115.50	$808.50	*Free Materials
READING WONDERS TEXAS BENCHMARK ASSESSMENT GRADE K	978-0-07-901743-7	7	$69.75	$488.25	*Free Materials
READING WONDERS TEXAS PLACEMENT AND DIAGNOSTIC ASSESSMENT GRADE K-5	978-0-07-901742-0	7	$84.90	$594.30	*Free Materials
READING WONDERS TEXAS TEACH IT YOUR WAY TAB GRADE K-5	978-0-07-699221-8	7	$21.00	$147.00	*Free Materials
READING WONDERS TEXAS USER GUIDE GRADE K-5	978-0-07-692574-2	7	$96.00	$672.00	*Free Materials
		Grade K - Student Materials Subtotal:		**$22,925.28**	**$43,574.58**
Grade 1 - Student Materials					
WONDERS 2020 GRADE 1 TX STANDARD STUDENT BUNDLE 3 YEAR SUBSCRIPTION	978-1-26-526187-0	150	$120.96	$0.00	$18,144.00
Teacher Materials (1:22)					
READING WONDERS TEACHER WORKSPACE 3 YEAR SUBSCRIPTION GRADE 1	978-0-07-699369-7	7	$562.32	$3,936.24	*Free Materials
READING WONDERS TEXAS TEACHER EDITION PACKAGE GRADE 1	978-0-07-685933-7	7	$604.50	$4,231.50	*Free Materials
READING WONDERS LITERATURE BIG BOOKS PACKAGE GRADE 1	978-0-02-119524-4	7	$889.17	$6,224.19	*Free Materials

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/25/2024 ACCOUNT NAME: Medina Valley Isd EXPIRATION DATE: 08/23/2024
QUOTE NUMBER: SRICH-04252024115528-001 ACCOUNT #: 409282 PAGE #: 2

Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
READING WONDERS DECODABLE READERS PACKAGE 6 EACH OF 6 GRADE 1	978-0-07-697732-1	7	$413.10	$2,891.70	*Free Materials
READING WONDERS APPROACHING LEVEL READER PACKAGE 6 OF 30 GRADE 1	978-0-07-689791-9	7	$995.58	$0.00	$6,969.06
READING WONDERS ON LEVEL LEVELED READER PACKAGE 6 OF 30 GRADE 1	978-0-07-689774-2	7	$995.58	$0.00	$6,969.06
READING WONDERS BEYOND LEVELED READER PACKAGE 6 OF 30 GRADE 1	978-0-07-689732-2	7	$995.58	$0.00	$6,969.06
READING WONDERS TEXAS PRACTICE BOOK BLM GRADE 1	978-0-07-901894-6	7	$62.10	$434.70	*Free Materials
READING WONDERS TEXAS PROGRESS MONITORING ASSESSMENT GRADE 1	978-0-07-901730-7	7	$58.71	$410.97	*Free Materials
READING WONDERS TEXAS UNIT ASSESSMENT GRADE 1	978-0-07-901736-9	7	$115.50	$808.50	*Free Materials
READING WONDERS TEXAS BENCHMARK ASSESSMENT GRADE 1	978-0-07-901746-8	7	$69.75	$488.25	*Free Materials
READING WONDERS TEXAS PLACEMENT AND DIAGNOSTIC ASSESSMENT GRADE K-5	978-0-07-901742-0	7	$84.90	$594.30	*Free Materials
READING WONDERS TEXAS TEACH IT YOUR WAY TAB GRADE K-5	978-0-07-699221-8	7	$21.00	$147.00	*Free Materials
READING WONDERS TEXAS USER GUIDE GRADE K-5	978-0-07-692574-2	7	$96.00	$672.00	*Free Materials
		Grade 1 - Student Materials Subtotal:		**$20,839.35**	**$39,051.18**
Grade 2 - Student Materials					
WONDERS 2020 GRADE 2 TX STANDARD STUDENT BUNDLE 3 YEAR SUBSCRIPTION	978-1-26-526215-0	150	$79.86	$0.00	$11,979.00
Grade 2 - Teacher Materials (1:22)					
READING WONDERS TEACHER WORKSPACE 3 YEAR SUBSCRIPTION GRADE 2	978-0-07-699370-3	7	$562.32	$3,936.24	*Free Materials
READING WONDERS TEXAS TEACHER EDITION PACKAGE GRADE 2	978-0-07-685936-8	7	$604.50	$4,231.50	*Free Materials
READING WONDERS DECODABLE READER PACKAGE 6 OF 6 GRADE 2	978-0-07-666171-8	7	$417.81	$2,924.67	*Free Materials
READING WONDERS APPROACHING LEVELED READER PACKAGE 6 OF 30 GRADE 2	978-0-07-689758-2	7	$995.58	$0.00	$6,969.06
READING WONDERS ON LEVEL LEVELED READER PACKAGE 6 OF 30 GRADE 2	978-0-07-689777-3	7	$995.58	$0.00	$6,969.06
READING WONDERS BEYOND LEVELED READER PACKAGE 6 OF 30 GRADE 2	978-0-07-689736-0	7	$995.58	$0.00	$6,969.06
READING WONDERS TEXAS PRACTICE BOOK BLM GRADE 2	978-0-07-901895-3	7	$62.10	$434.70	*Free Materials
READING WONDERS TEXAS TEST PREPARATION AND PRACTICE GRADE 2	978-0-07-901868-7	7	$78.00	$546.00	*Free Materials

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605

Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/25/2024 ACCOUNT NAME: Medina Valley Isd EXPIRATION DATE: 08/23/2024

QUOTE NUMBER: SRICH-04252024115528-001 ACCOUNT #: 409282 PAGE #: 3

Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
READING WONDERS TEXAS PROGRESS MONITORING ASSESSMENT GRADE 2	978-0-07-901731-4	7	$58.71	$410.97	*Free Materials
READING WONDERS TEXAS UNIT ASSESSMENT GRADE 2	978-0-07-901737-6	7	$94.29	$660.03	*Free Materials
READING WONDERS TEXAS PLACEMENT AND DIAGNOSTIC ASSESSMENT GRADE K-5	978-0-07-901742-0	7	$84.90	$594.30	*Free Materials
READING WONDERS TEXAS TEACH IT YOUR WAY TAB GRADE K-5	978-0-07-699221-8	7	$21.00	$147.00	*Free Materials
READING WONDERS TEXAS USER GUIDE GRADE K-5	978-0-07-692574-2	7	$96.00	$672.00	*Free Materials
			Grade 2 - Student Materials Subtotal:	**$14,557.41**	**$32,886.18**
Grade 3 - Student Materials					
WONDERS 2020 GRADE 3 TX STANDARD STUDENT BUNDLE 3 YEAR SUBSCRIPTION	978-1-26-526254-9	150	$79.86	$0.00	$11,979.00
Grade 3 - Teacher Materials (1:25)					
READING WONDERS TEACHER WORKSPACE 3 YEAR SUBSCRIPTION GRADE 3	978-0-07-699373-4	7	$562.32	$3,936.24	*Free Materials
READING WONDERS TEXAS TEACHER EDITION PACKAGE GRADE 3	978-0-07-685937-5	7	$604.50	$4,231.50	*Free Materials
READING WONDERS APPROACHING LEVELED READER PACKAGE 6 OF 30 GRADE 3	978-0-07-689762-9	7	$995.58	$0.00	$6,969.06
READING WONDERS ON LEVEL LEVELED READER PACKAGE 6 OF 30 GRADE 3	978-0-07-689781-0	7	$995.58	$0.00	$6,969.06
READING WONDERS BEYOND LEVELED READER PACKAGE 6 OF 30 GRADE 3	978-0-07-689738-4	7	$995.58	$0.00	$6,969.06
READING WONDERS TEXAS PRACTICE BOOK BLM GRADE 3	978-0-07-901896-0	7	$62.10	$434.70	*Free Materials
READING WONDERS TEXAS TEST PREPARATION AND PRACTICE GRADE 3	978-0-07-901869-4	7	$78.00	$546.00	*Free Materials
READING WONDERS TEXAS PROGRESS MONITORING ASSESSMENT GRADE 3	978-0-07-901732-1	7	$58.71	$410.97	*Free Materials
READING WONDERS TEXAS UNIT ASSESSMENT GRADE 3	978-0-07-901738-3	7	$94.29	$660.03	*Free Materials
READING WONDERS TEXAS PLACEMENT AND DIAGNOSTIC ASSESSMENT GRADE K-5	978-0-07-901742-0	7	$84.90	$594.30	*Free Materials
READING WONDERS TEXAS TEACH IT YOUR WAY TAB GRADE K-5	978-0-07-699221-8	7	$21.00	$147.00	*Free Materials
READING WONDERS TEXAS USER GUIDE GRADE K-5	978-0-07-692574-2	7	$96.00	$672.00	*Free Materials
			Grade 3 - Student Materials Subtotal:	**$11,632.74**	**$32,886.18**
Grade 4 - Student Materials					
WONDERS 2020 GRADE 4 TX STANDARD STUDENT BUNDLE 3 YEAR SUBSCRIPTION	978-1-26-526338-6	150	$71.52	$0.00	$10,728.00
Grade 4 - Teacher Materials (1:25)					

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Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/25/2024 ACCOUNT NAME: Medina Valley Isd EXPIRATION DATE: 08/23/2024

QUOTE NUMBER: SRICH-04252024115528-001 ACCOUNT #: 409282 PAGE #: 4

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
READING WONDERS TEACHER WORKSPACE 3 YEAR SUBSCRIPTION GRADE 4	978-0-07-699374-1	7	$562.32	$3,936.24	*Free Materials
READING WONDERS TEXAS TEACHER EDITION PACKAGE GRADE 4	978-0-07-685938-2	7	$604.50	$4,231.50	*Free Materials
READING WONDERS APPROACHING LEVELED READER PACKAGE 6 OF 30 GRADE 4	978-0-07-689764-3	7	$995.58	$0.00	$6,969.06
READING WONDERS ON LEVEL LEVELED READER PACKAGE 6 OF 30 GRADE 4	978-0-07-689785-8	7	$995.58	$0.00	$6,969.06
READING WONDERS BEYOND LEVELED READER PACKAGE 6 OF 30 GRADE 4	978-0-07-689741-4	7	$995.58	$0.00	$6,969.06
READING WONDERS TEXAS PRACTICE BOOK BLM GRADE 4	978-0-07-901897-7	7	$62.10	$434.70	*Free Materials
READING WONDERS TEXAS TEST PREPARATION AND PRACTICE GRADE 4	978-0-07-901870-0	7	$78.00	$546.00	*Free Materials
READING WONDERS TEXAS PROGRESS MONITORING ASSESSMENT GRADE 4	978-0-07-901733-8	7	$58.71	$410.97	*Free Materials
READING WONDERS TEXAS UNIT ASSESSMENT GRADE 4	978-0-07-901739-0	7	$94.29	$660.03	*Free Materials
READING WONDERS TEXAS PLACEMENT AND DIAGNOSTIC ASSESSMENT GRADE K-5	978-0-07-901742-0	7	$84.90	$594.30	*Free Materials
READING WONDERS TEXAS TEACH IT YOUR WAY TAB GRADE K-5	978-0-07-699221-8	7	$21.00	$147.00	*Free Materials
READING WONDERS TEXAS USER GUIDE GRADE K-5	978-0-07-692574-2	7	$96.00	$672.00	*Free Materials
		Grade 4 - Student Materials Subtotal:		**$11,632.74**	**$31,635.18**
Grade 5 - Student Materials					
WONDERS 2020 GRADE 5 TX STANDARD STUDENT BUNDLE 3 YEAR SUBSCRIPTION	978-1-26-526378-2	150	$71.52	$0.00	$10,728.00
Grade 5 - Teacher Materials (1:25)					
READING WONDERS TEACHER WORKSPACE 3 YEAR SUBSCRIPTION GRADE 5	978-0-07-699375-8	7	$562.32	$3,936.24	*Free Materials
READING WONDERS TEXAS TEACHER EDITION PACKAGE GRADE 5	978-0-07-685941-2	7	$604.50	$4,231.50	*Free Materials
READING WONDERS APPROACHING LEVELED READER PACKAGE 6 OF 30 GRADE 5	978-0-07-689768-1	7	$995.58	$0.00	$6,969.06
READING WONDERS ON LEVEL LEVELED READER PACKAGE 6 OF 30 GRADE 5	978-0-07-689787-2	7	$995.58	$0.00	$6,969.06
READING WONDERS BEYOND LEVELED READER PACKAGE 6 OF 30 GRADE 5	978-0-07-689745-2	7	$995.58	$0.00	$6,969.06
READING WONDERS TEXAS PRACTICE BOOK BLM GRADE 5	978-0-07-901898-4	7	$62.10	$434.70	*Free Materials

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Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/25/2024 ACCOUNT NAME: Medina Valley Isd EXPIRATION DATE: 08/23/2024
QUOTE NUMBER: SRICH-04252024115528-001 ACCOUNT #: 409282 PAGE #: 5

Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
READING WONDERS TEXAS TEST PREPARATION AND PRACTICE GRADE 5	978-0-07-901871-7	7	$78.00	$546.00	*Free Materials
READING WONDERS TEXAS PROGRESS MONITORING ASSESSMENT GRADE 5	978-0-07-901734-5	7	$58.71	$410.97	*Free Materials
READING WONDERS TEXAS UNIT ASSESSMENT GRADE 5	978-0-07-901740-6	7	$59.37	$415.59	*Free Materials
READING WONDERS TEXAS PLACEMENT AND DIAGNOSTIC ASSESSMENT GRADE K-5	978-0-07-901742-0	7	$84.90	$594.30	*Free Materials
READING WONDERS TEXAS TEACH IT YOUR WAY TAB GRADE K-5	978-0-07-699221-8	7	$21.00	$147.00	*Free Materials
READING WONDERS TEXAS USER GUIDE GRADE K-5	978-0-07-692574-2	7	$96.00	$672.00	*Free Materials
			Grade 5 - Student Materials Subtotal:	**$11,388.30**	**$31,635.18**
			Texas Wonders Standard Bundle Subtotal:	**$92,975.82**	**$211,668.48**

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/25/2024 ACCOUNT NAME: Medina Valley Isd EXPIRATION DATE: 08/23/2024
QUOTE NUMBER: SRICH-04252024115528-001 ACCOUNT #: 409282 PAGE #: 6

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QUOTE PREPARED FOR:

Medina Valley Isd
8752 FM 471 S
CASTROVILLE, TX 78009-5317
ACCOUNT NUMBER: 409282

CONTACT:

VALUE OF ALL MATERIALS	$304,644.30
FREE MATERIALS	($92,975.82)
PRODUCT TOTAL*	**$211,668.48**
ESTIMATED SHIPPING & HANDLING**	$8,786.96
ESTIMATED TAX**	$0.00
GRAND TOTAL	**$220,455.44**

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

_____ _____

Name of School Official (Please Print) Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Board Meeting Date: 5/30/2024
Agenda Item: Consider the purchase of campus technology equipment for Silos Elementary from Intech Southwest in the amount of $403,535

Background Information: This purchase will provide the following technology equipment for Silos:

- 23 11" chromebooks each 2nd - 5th grade classroom (Quote 431875 - $158,125)
- 50 14" chromebooks for the two computer labs (Quote 432007 - $16,150)
- Viewsonic Viewboards for the campus (Quote 431753 - $132,600)
- Charging carts for the campus (Quote 432130 - $17,580)
- Laptops for staff (Quote 431779, eliminating line 3 - $73,200)
- Monitors for office staff (Quote 432112 - $5,880)

These items will come from the bond budget.

Administrative Consideration:
Ordering this equipment now will allow us to have it ready for the beginning of the 24-25 school year.

Supporting Documents:
Quotes from Intech Southwest

Recommendation:
Approve the purchase of classroom technology equipment as presented.

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

Quotation (Open)

Date
Apr 30, 2024 02:38 PM CDT

Modified Date
Apr 30, 2024 10:30 AM CDT

Quote #
431875 - rev 1 of 1

Description
BEST AND FINAL- 550 HP CHROMEBOOKS - 456F7UT 8GB+ GOOGLE LICENSE + SERVICES

SalesRep
Lopez, Sam
(P) 210-690-0000

Customer Contact
Laleman, Scott
scott.laleman@mvisd.org

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

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

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

Customer PO:	**Terms:** Purchase Order (Net 30 Days)	**Ship Via:** UPS Ground
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	Qty	Unit Price	Total
		DIR TSO-4159				
1		HP Chromebook 11 G9 Education Edition Intel Celeron - N4500 / up to 2.8 GHz - Chrome OS - UHD Graphics - 8 GB RAM - 32 GB eMMC - 11.6" 1366 x 768 (HD) - 802.11a/b/g/n/ac/ax - jet black - kbd: US	456F7UT#ABA	550	$249.50	$137,225.00
2		Google Chrome OS Management Console License - academic	CROS-SW-DIS-EDU-NEW	550	$31.00	$17,050.00
3		Intech Southwest Services - White Glove Enrollment and Asset Tagging and Delivery for Medina Valley ISD	White Glove	550	$7.00	$3,850.00

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

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

Subtotal:	**$158,125.00**
Product Subtotal:	*$158,125.00*
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$158,125.00**

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

Quotation (Open)

Date
Apr 30, 2024 10:49 AM CDT

Modified Date
Apr 30, 2024 11:01 AM CDT

Quote #
432007 - rev 1 of 1

Description
BEST AND FINAL - 50 HP 14 CHROMEBOOKS #3V262UT - GOOGLE LICENSE + SERVICES

SalesRep
Lopez, Sam
(P) 210-690-0000

Customer Contact
Laleman, Scott
scott.laleman@mvisd.org

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

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

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

Customer PO:	**Terms:** Purchase Order (Net 30 Days)	**Ship Via:** UPS Ground
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	Qty	Unit Price	Total
		DIR TSO-4159				
1		HP Chromebook 14 G7 Intel Celeron N4500 / 1.1 GHz - Chrome OS - UHD Graphics - 8 GB RAM - 32 GB eMMC - 14" 1366 x 768 (HD) - Wi-Fi 6 - jet black - kbd: US	3V262UT#ABA	50	$284.00	$14,200.00
2		Google Chrome OS Management Console License - academic	CROS-SW-DIS-EDU-NEW	50	$32.00	$1,600.00
3		Intech Southwest Services - White Glove Enrollment and Asset Tagging and Delivery for Medina Valley ISD	White Glove	50	$7.00	$350.00

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

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

Subtotal:	**$16,150.00**
Product Subtotal:	*$16,150.00*
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$16,150.00**

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

Quotation (Open)

Date
Apr 18, 2024 03:11 PM CDT

Modified Date
Apr 19, 2024 10:24 AM CDT

Quote #
431753 - rev 1 of 1

Description
60- VIEWSONIC IFP 75" w/CART INCLUDED + 7 YEAR WARRANTY + OPTIONAL SERVICES

SalesRep
Lopez, Sam
(P) 210-690-0000

Customer Contact
Laleman, Scott
scott.laleman@mvisd.org

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

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

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

Customer PO:	**Terms:** Purchase Order (Net 30 Days)	**Ship Via:** UPS Ground
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	Qty	Unit Price	Total
		DIR CPO-4474				
		VIEWSONIC 75" IFP WITH FREE 7 YEAR WARRANTY				
1		ViewSonic ViewBoard IFP7550-E2 75" Diagonal Class LED display - interactive - with touchscreen (multi touch) - 4K UHD (2160p) 3840 x 2160 - with ViewSonic LB-WIFI-001 Dual Band Wireless Module, ViewSonic VB-STND-001 Mobile Trolley Cart Note: INCLUDES SHIPPING AND LIFT GATE SERVICES	IFP7550-E2	60	$2,030.00	$121,800.00
2		ViewSonic Extended service agreement - parts and labor (for display with 70"-79" diagonal size) - 4 years (years: 4th - 7th) - on-site - for P/N: IFP7550-E1, IFP7550-E2, IFP7550-E3, IFP7550-US, IFP7560 Note: FREE ADDED VALUE - 7 YEAR WARRANTY	IFP-EW-70-04	60	$0.00	$0.00
		OPTIONAL SERVICES - IFP CART ASSEMBLY, MOUNTING OF ALL HARDWARE AND DELIVERY OF IFPS'S TO MVISD				
3		Intech Southwest Services - Assembly of Viewsonic IFP onto Cart and Delivery to MVISD CAMPUS'S	IFP INSTALLATION AND ASSEMBLY	60	$180.00	$10,800.00

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

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

Subtotal:	**$132,600.00**
Product Subtotal:	*$132,600.00*
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$132,600.00**



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

Quotation (Open)

Date
May 09, 2024 02:32 PM CDT

Modified Date
May 09, 2024 10:21 AM CDT

Quote #
432130 - rev 1 of 1

Description
60 - LUXOR CARTS - LOTM32

SalesRep
Lopez, Sam
(P) 210-690-0000

Customer Contact
Laleman, Scott
scott.laleman@mvisd.org

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

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

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

Customer PO:	**Terms:** Purchase Order (Net 30 Days)	**Ship Via:** UPS Ground
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	Qty	Unit Price	Total
		DIR TSO-4159				
		LUXOR CART OPTIONS				
1		Luxor LLTM30-B 30 Luxor 32-Tablet/Chromebook Open Charging Cart	LOTM32	60	$293.00	$17,580.00
		Note: INCLUDES FREIGHT LIFT GATE DELIVERY Key Features Charges up to 30 Devices at Once Two Storage Shelves Hold 15 Devices Each Two 15-Outlet Vertical Power Strips 1" Rubber-Coated Dividers Guard Devices Padded Top Work Surface Four 4" Casters; Two Lockable Side Pull Handle / Ventilation Holes				

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

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

Subtotal:	**$17,580.00**
Product Subtotal:	*$17,580.00*
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$17,580.00**

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

Quotation (Open)

Date
Apr 30, 2024 10:27 AM CDT

Modified Date
Apr 30, 2024 09:56 AM CDT

Quote #
431779 - rev 1 of 1

Description
BEST AND FINAL - 100 - HP PROBOOK 440 G10'S I5 16GB 256SSD TOUCHSCREEN+ CARE PACKS

SalesRep
Lopez, Sam
(P) 210-690-0000

Customer Contact
Laleman, Scott
scott.laleman@mvisd.org

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

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

Customer PO:	**Terms:** Purchase Order (Net 30 Days)	**Ship Via:** UPS Ground
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	Qty	Unit Price	Total
		DIR TSO-4159				
1		HP PROBOOK 440 G10 - I5 16GB 256SSD - TOUCHSCREEN	HP PROBOOK 440 G10 TS	100	$688.00	$68,800.00
		Note: HP IDS UMA i5-1334U RT USBC 440 G10 Base NB PC 974V5AV Electronic Energy Star labeling (EStar) 1Y632AV Windows 11 Pro 64 StF MSNA Standard 717Y6AV OS Localization 4SS11AV#ABA Dual AryMic HD USB2 WFOV Integrated Camera 717U8AV 14 inch FHD (1920x1080) Anti-Glare LED UWVA 250 for HD Webcam Touchscreen Narrow Bezel bent 717T7AV 16GB (1x16GB) DDR4 3200 717V7AV 256GB PCIe NVMe Value Solid State Drive 717V0AV Pike Silver Plastic ID 717S1AV Intel AX211 Wi-Fi 6E 160 MHz +Bluetooth 5.3 WW WLAN 717W1AV No WWAN 718A2AV No Fingerprint Sensor 717U5AV Long Life 42Whr Fast Charge 3 cell Battery 717Z7AV 65 Watt nPFC USB-C Straight AC Adapter 717Z3AV Clickpad spill-resistant 718B1AV#ABA Country Localization 718A9AV#ABA C5 1.0m Sticker Conventional Power Cord 68V61AV#ABA 1/1/0 Warranty 718B4AV#ABA HP Tamper Lock 4N733AV Standard Packaging 717Y8AV Electronic TCO Certified labeling 3E758AV Core i5 sz3 G13 Label 6E6V1AV HP Packaging Tag Service AY130AV HP Packaging Tag SN+MAC1+UUID+PKID SVC 766U7AV				
2	HP Care Pack	Electronic HP Care Pack Pick-Up and Return Service Extended service agreement - parts and labor - 3 years - pick-up and return - 9x5 - for HP 470 G10; Pro Mobile Thin Client mt440 G3; Pro x360; ProBook 445 G10, 45X G10, 470 G10	UK707E	100	$44.00	$4,400.00
					Subtotal	$73,200.00
3		INTECH SOUTHWEST SERVICES - OPTIONAL IMAGING SERVICES	IMAGING + ASSET TAGGING	100	$20.00	$2,000.00
		Note: SOW: CUSTOM IMAGE CREAT FOR MVISD FOR NEW HP PROBOOK LAPTOPS IMAING OF ALL WINDOWS DEVICES WITH CUSTOM WINDOWS IMAGE FOR MVISD ASSET TAGGING OF ALL WINDOWS DEVICES				

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

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

Subtotal:	**$75,200.00**
Product Subtotal:	*$75,200.00*
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$75,200.00**

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

Quotation (Open)

Date
May 06, 2024 10:20 AM CDT

Modified Date
May 06, 2024 10:22 AM CDT

Quote #
432112 - rev 1 of 1

Description
40 - VIEWSONIC 27" MONITORS

SalesRep
Lopez, Sam
(P) 210-690-0000

Customer Contact
Laleman, Scott
scott.laleman@mvisd.org

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

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

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

Customer PO:	**Terms:** Purchase Order (Net 30 Days)	**Ship Via:** UPS Ground
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	Qty	Unit Price	Total
		REGION 20 COOP #20022				
1		ViewSonic VX2767-MHD LED monitor - 27" - 1920 x 1080 Full HD (1080p) @ 75 Hz - MVA - 250 cd/m² - 3000:1 - 1 ms - HDMI, VGA, DisplayPort - speakers	VX2767-MHD	40	$147.00	$5,880.00

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

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

Subtotal:	**$5,880.00**
Product Subtotal:	*$5,880.00*
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$5,880.00**

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Board Meeting Date: 5/30/2024
Agenda Item: Consider the purchase of classroom ipads for Silos Elementary from Apple in the amount of $50,220

Background Information: This purchase will provide 8 ipads for each PK-1st grade classroom at Silos Elementary with additional ipads for the STEAM lab. This purchase will come from the bond budget.

Administrative Consideration:
Ordering this equipment now will allow us to have it ready for the beginning of the 24-25 school year.

Supporting Documents:
Quote from Apple

Recommendation:
Approve the purchase of iPads for Silos Elementary as presented.

Apple Inc. Education Price Quote

Customer:
Scott Laleman
MEDINA VALLEY ISD
Phone: 1830-931-2243
Email: scott.laleman@mvisd.org

Apple Inc:
Wade Hoelting
Email: whoelting@apple.com

Apple Quote:
2212748518

Quote Date:
May 17, 2024

Quote Valid Until:
May 31, 2024

Quote Comments:
ESC 20 Pace Purchasing Cooperative

Item #	Details	Qty	Unit List Price	Disc. Per Unit	Unit Disc. Price	Extended Disc. Price
1	**Personalized 10.2-inch iPad Wi-Fi 64GB - Space Gray (Packaged in a 10-pack)** Part Number: PK2Y3LL/A	180	$294.00	$15.00	$279.00	$50,220.00

Extended Education List Price Total	**$52,920.00**
Total Discount	$2,700.00
Extended Discounted Price Subtotal	$50,220.00
Additional Tax	$0.00
Estimated Tax	$0.00
Total Tax	$0.00
Extended Discounted Total Price*	**$50,220.00**

**In most cases Extended Discounted Total Price does not include Sales Tax*
**If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary.*

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Disclosure

This document has been created for you as Apple Quote ID **2212748518**.

Your institution's Authorized Purchaser may submit an order online at https://ecommerce.apple.com. Go to the Quote area of your Apple Online Store, click on it and convert to an order.

- If you're the authorized purchaser and need assistance in registering for access to the Apple Online Store, please contact your Apple Sales Representative.

This is a quote for the sale of products or services. Your use of this quote is subject to the following provisions which can change on subsequent quotes:

A. Any order that you place in response to this Quote will be governed by the purchase agreement between Apple Inc. ("Apple") and you or another entity under which you're authorized to purchase under, in effect at the time you place the order.

   - If you do not have a purchase agreement in effect with Apple, please contact csteam.edu@apple.com.

B. All sales are final. Please review Return Policy below if you have any questions. If you use your institution's Purchase Order form to place an order in response to this Quote, Apple rejects any Terms set out on the Purchase Order that are inconsistent with or in addition to the Terms of the governing purchase agreement between the parties.

C. Unless this Quote specifies otherwise, it remains in effect until the Quote Valid Until Date set forth above. Apple reserves the right to withdraw this Quote before an order is placed, modify, or cancel any provision of this Quote, or cancel any orders placed.

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Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: 05-30-2024
Agenda Item: Consider Approval of Change Order #1 Final to WR Griggs General Contractors for Medina Valley Middle School Traffic Improvement Project.

Background Information:
The School Board previously approved the substantial completion of this project at the January's Board Meeting. A final change order has been prepared to credit back the unused owner contingency allowance for the project back to the District's bond funds.

Administrative Consideration:
- MTR Engineers together with MVISD staff have reviewed the credit and prepared change order No. 1 for a credit that decreases the contract amount from $1,194,000.00 to $1,061,00.00 or a net decrease of $133,000.00.

Supporting Document(s):
Drafted Changed Order #1

Recommendation:
It is recommended the Board approve change order No. 1 to WR Griggs for a change in the contract amount that decreases it amount from $1,194,000.00 to $1,061,00.00 or a net decrease of $133,000.00.

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Medina Valley ISD - MS #1 Drop Off Lane Improvements
Medina Valley Independent School District Middle School
8395 FM471, Castroville, Texas 78009

CONTRACT INFORMATION:
Contract For: General Construction

Date: October 16, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: May 14, 2024

OWNER: *(Name and address)*
Medina Valley Independent School District
8449 FM 471 South, Castroville, Texas 78009

ARCHITECT: *(Name and address)*
Moy Tarin Ramirez Engineers, LLC
12770 Cimarron Path, Suite 100
San Antonio, Texas 78249

CONTRACTOR: *(Name and address)*
W.R. Griggs Construction
P.O. Box 481
Castroville, Texas 78009

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Original Contingency Allowance----------$150,000.00
Original Utility Allowance----------$30,000.00
Contingency net change by previously authorized Allowance Expenditures----------$47,000.00
Contingency Allowance prior to this Change Order----------$103,000.00
Contingency Allowance Deduction----------$103,000.00
Utility Allowance Deduction----------$30,000.00
Balance Remaining in Contingency Allowance----------$0.00
Balance Remaining in Utility Allowance----------$0.00

The original Contract Sum was	$	1,194,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	1,194,000.00
The Contract Sum will be decreased by this Change Order in the amount of	$	133,000.00
The new Contract Sum including this Change Order will be	$	1,061,000.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Moy Tarin Ramirez Engineers, LLC	W.R. Griggs Construction	Medina Valley Independent School District
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*

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User Notes:
(3B9ADA47)

SIGNATURE	SIGNATURE	SIGNATURE
Nicholas Van Delist, PE, CFM, LEED AP Senior Vice President	Troy Griggs	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
14May24	5/14/2024	
DATE	DATE	DATE

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User Notes:
(3B9ADA47)

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Board Meeting Date: 5/30/2024
Agenda Item: Consider the purchase of classroom technology equipment from Intech Southwest in the amount of $317,590

Background Information: We have budgeted to purchase chromebooks for the incoming freshman class next year (around 700 chromebooks), and are purchasing additional devices to have as contingency for growth and breakage. In addition, we'll be purchasing 20 Viewsonic viewboards for growth and to fill gaps at campuses, and 20 additional teacher laptops.

Administrative Consideration:
Ordering this equipment now will allow us to have it ready for the beginning of the 24-25 school year. All of these purchases are already budgeted.

Supporting Documents:
Quotes from Intech Southwest: 431878 (eliminating line 3 "Optional Imaging Services" from Quote 431878), 432127, 431871

Recommendation:
Approve the purchase of classroom technology equipment as presented.

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

Quotation (Open)

Date
Apr 30, 2024 02:42 PM CDT

Modified Date
Apr 30, 2024 09:54 AM CDT

Quote #
431878 - rev 1 of 1

Description
BEST AND FINAL - 20 - HP PROBOOK 440 G10'S I5 16GB 256SSD TOUCHSCREEN+ CARE PACKS

SalesRep
Lopez, Sam
(P) 210-690-0000

Customer Contact
Laleman, Scott
scott.laleman@mvisd.org

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

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

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

Customer PO:	**Terms:** Purchase Order (Net 30 Days)	**Ship Via:** UPS Ground
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	Qty	Unit Price	Total
		DIR TSO-4159				
1		HP PROBOOK 440 G10 - I5 16GB 256SSD - TOUCHSCREEN	HP PROBOOK 440 G10 TS	20	$688.00	$13,760.00
		Note: HP IDS UMA i5-1334U RT USBC 440 G10 Base NB PC 974V5AV Electronic Energy Star labeling (EStar) 1Y632AV Windows 11 Pro 64 StF MSNA Standard 717Y6AV OS Localization 4SS11AV#ABA Dual AryMic HD USB2 WFOV Integrated Camera 717U8AV 14 inch FHD (1920x1080) Anti-Glare LED UWVA 250 for HD Webcam Touchscreen Narrow Bezel bent 717T7AV 16GB (1x16GB) DDR4 3200 717V7AV 256GB PCIe NVMe Value Solid State Drive 717V0AV Pike Silver Plastic ID 717S1AV Intel AX211 Wi-Fi 6E 160 MHz +Bluetooth 5.3 WW WLAN 717W1AV No WWAN 718A2AV No Fingerprint Sensor 717U5AV Long Life 42Whr Fast Charge 3 cell Battery 717Z7AV 65 Watt nPFC USB-C Straight AC Adapter 717Z3AV Clickpad spill-resistant 718B1AV#ABA Country Localization 718A9AV#ABA C5 1.0m Sticker Conventional Power Cord 68V61AV#ABA 1/1/0 Warranty 718B4AV#ABA HP Tamper Lock 4N733AV Standard Packaging 717Y8AV Electronic TCO Certified labeling 3E758AV Core i5 sz3 G13 Label 6E6V1AV HP Packaging Tag Service AY130AV HP Packaging Tag SN+MAC1+UUID+PKID SVC 766U7AV				
2	HP Care Pack	Electronic HP Care Pack Pick-Up and Return Service Extended service agreement - parts and labor - 3 years - pick-up and return - 9x5 - for HP 470 G10; Pro Mobile Thin Client mt440 G3; Pro x360; ProBook 445 G10, 45X G10, 470 G10	UK707E	20	$44.00	$880.00
					Subtotal	$14,640.00
3		INTECH SOUTHWEST SERVICES - OPTIONAL IMAGING SERVICES	IMAGING + ASSET TAGGING	20	$20.00	$400.00
		Note: SOW: CUSTOM IMAGE CREAT FOR MVISD FOR NEW HP PROBOOK LAPTOPS IMAING OF ALL WINDOWS DEVICES WITH CUSTOM WINDOWS IMAGE FOR MVISD ASSET TAGGING OF ALL WINDOWS DEVICES				

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

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

Subtotal:	**$15,040.00**
Product Subtotal:	*$15,040.00*
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$15,040.00**

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

Quotation (Open)

Date
May 06, 2024 01:50 PM CDT

Modified Date
May 06, 2024 01:50 PM CDT

Quote #
432127 - rev 1 of 1

Description
20- VIEWSONIC IFP 75" w/CART INCLUDED + 7 YEAR WARRANTY + OPTIONAL SERVICES

SalesRep
Lopez, Sam
(P) 210-690-0000

Customer Contact
Laleman, Scott
scott.laleman@mvisd.org

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

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

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

Customer PO:	**Terms:** Purchase Order (Net 30 Days)	**Ship Via:** UPS Ground
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	Qty	Unit Price	Total
		DIR CPO-4474				
		VIEWSONIC 75" IFP WITH FREE 7 YEAR WARRANTY				
1		ViewSonic ViewBoard IFP7550-E2 75" Diagonal Class LED display - interactive - with touchscreen (multi touch) - 4K UHD (2160p) 3840 x 2160 - with ViewSonic LB-WIFI-001 Dual Band Wireless Module, ViewSonic VB-STND-001 Mobile Trolley Cart Note: INCLUDES SHIPPING AND LIFT GATE SERVICES	IFP7550-E2	20	$2,030.00	$40,600.00
2		ViewSonic Extended service agreement - parts and labor (for display with 70"-79" diagonal size) - 4 years (years: 4th - 7th) - on-site - for P/N: IFP7550-E1, IFP7550-E2, IFP7550-E3, IFP7550-US, IFP7560 Note: FREE ADDED VALUE - 7 YEAR WARRANTY	IFP-EW-70-04	20	$0.00	$0.00
		OPTIONAL SERVICES - IFP CART ASSEMBLY, MOUNTING OF ALL HARDWARE AND DELIVERY OF IFPS'S TO MVISD				
3		Intech Southwest Services - Assembly of Viewsonic IFP onto Cart and Delivery to MVISD CAMPUS'S	IFP INSTALLATION AND ASSEMBLY	20	$180.00	$3,600.00

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

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Subtotal:	**$44,200.00**
Product Subtotal:	*$44,200.00*
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$44,200.00**

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

Quotation (Open)

Date
Apr 23, 2024 02:29 PM CDT

Modified Date
Apr 30, 2024 10:28 AM CDT

Quote #
431871 - rev 1 of 1

Description
BEST AND FINAL- 900 HP CHROMEBOOKS - 456F7UT 8GB+ GOOGLE LICENSE + SERVICES

SalesRep
Lopez, Sam
(P) 210-690-0000

Customer Contact
Laleman, Scott
scott.laleman@mvisd.org

Customer
Medina Valley ISD (MED400)
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United States
(P) 830-931-2514
(F) 830-931-4050

Customer PO:	**Terms:** Purchase Order (Net 30 Days)	**Ship Via:** UPS Ground
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	Qty	Unit Price	Total
		DIR TSO-4159				
1		HP Chromebook 11 G9 Education Edition Intel Celeron - N4500 / up to 2.8 GHz - Chrome OS - UHD Graphics - 8 GB RAM - 32 GB eMMC - 11.6" 1366 x 768 (HD) - 802.11a/b/g/n/ac/ax - jet black - kbd: US	456F7UT#ABA	900	$249.50	$224,550.00
2		Google Chrome OS Management Console License - academic	CROS-SW-DIS-EDU-NEW	900	$31.00	$27,900.00
3		Intech Southwest Services - White Glove Enrollment and Asset Tagging and Delivery for Medina Valley ISD	White Glove	900	$7.00	$6,300.00

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

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

Subtotal:	**$258,750.00**
Product Subtotal:	*$258,750.00*
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$258,750.00**

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Board Meeting Date: 5/30/2024
Agenda Item: Consider the purchase of 450 classroom ipads from Apple in the amount of $125,550

Background Information: We will be moving to 8 ipads in each classroom at grades PK-1. Currently, PK and Kinder classrooms have 5 ipads, and there are no ipads in any 1st grade classrooms. This purchase will cover 8 ipads in every 1st grade classroom, and add 3 ipads to every PK-K classroom.

Administrative Consideration:
Ordering this equipment now will allow us to have it ready for the beginning of the 24-25 school year. These purchases are all in the current budget.

Supporting Documents:
Quote from Apple

Recommendation:
Approve the purchase of classroom technology equipment as presented.

Apple Inc. Education Price Quote

Customer:
Scott Laleman
MEDINA VALLEY ISD
Phone: 1830-931-2243
Email: scott.laleman@mvisd.org

Apple Inc:
Wade Hoelting
Email: whoelting@apple.com

Apple Quote:
2212748520

Quote Date:
May 17, 2024

Quote Valid Until:
May 31, 2024

Quote Comments:
ESC 20 Pace Purchasing Cooperative

Item #	Details	Qty	Unit List Price	Disc. Per Unit	Unit Disc. Price	Extended Disc. Price
1	**Personalized 10.2-inch iPad Wi-Fi 64GB - Space Gray (Packaged in a 10-pack)** Part Number: PK2Y3LL/A	450	$294.00	$15.00	$279.00	$125,550.00

Extended Education List Price Total	**$132,300.00**
Total Discount	$6,750.00
Extended Discounted Price Subtotal	$125,550.00
Additional Tax	$0.00
Estimated Tax	$0.00
Total Tax	$0.00
Extended Discounted Total Price*	**$125,550.00**

**In most cases Extended Discounted Total Price does not include Sales Tax*
**If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary.*

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Disclosure

This document has been created for you as Apple Quote ID **2212748520**.

Your institution's Authorized Purchaser may submit an order online at https://ecommerce.apple.com. Go to the Quote area of your Apple Online Store, click on it and convert to an order.

- If you're the authorized purchaser and need assistance in registering for access to the Apple Online Store, please contact your Apple Sales Representative.

This is a quote for the sale of products or services. Your use of this quote is subject to the following provisions which can change on subsequent quotes:

A. Any order that you place in response to this Quote will be governed by the purchase agreement between Apple Inc. ("Apple") and you or another entity under which you're authorized to purchase under, in effect at the time you place the order.

   - If you do not have a purchase agreement in effect with Apple, please contact csteam.edu@apple.com.

B. All sales are final. Please review Return Policy below if you have any questions. If you use your institution's Purchase Order form to place an order in response to this Quote, Apple rejects any Terms set out on the Purchase Order that are inconsistent with or in addition to the Terms of the governing purchase agreement between the parties.

C. Unless this Quote specifies otherwise, it remains in effect until the Quote Valid Until Date set forth above. Apple reserves the right to withdraw this Quote before an order is placed, modify, or cancel any provision of this Quote, or cancel any orders placed.

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Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: March 25,2024
Agenda Item: Consider Approval of Memorandum of Understanding with the Bexar County Juvenile Board

Background Information:
Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP), subject to the approval of the Texas Juvenile Probation Commission. The Bexar County Juvenile Board, in cooperation with the school districts in Bexar County, will provide a Juvenile Justice Alternative Education Program as specified in Chapter 37 of the Texas Education Code; either through the direct provisions of services or a contractual agreement with an education provider.

The Memorandum of Understanding between the Juvenile Board and the District of Bexar County outlines the financial and other operational agreements between the two (2) entities. Medina Valley ISD will pay $135.85 per day, for every day of attendance, for students that may be expelled under Subsections 37.007(b), (c), (f) or removed under Sections 37.309.

Administrative Consideration:
Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP) for expelled students pending adjudication and/or under court supervision. The MOU establishes roles and responsibilities relating to the Bexar County Juvenile Justice Alternative Education Program (JJAEP). This MOU is required by the Texas Education Code (TEC), and follows the requirements set out in Grant P of the Texas Juvenile Justice Department funding contract with the Juvenile Board.

Supporting Document(s):
MOU between Bexar County Juvenile Board and Medina Valley Independent School District.

Recommendation:
It is recommended that the Board of Trustees approve the Memorandum of Understanding with the Bexar County Juvenile Board Juvenile Justice Alternative Education Program (JJAEP) in the amount of $135.85 per student, per day of attendance as presented.

2024-2025 MEMORANDUM OF UNDERSTANDING

BEXAR COUNTY JUVENILE BOARD
AND
INDEPENDENT SCHOOL DISTRICT

I. PARTIES

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

II. STUDENT ELIGIBILITY

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

A. Factors Considered Prior to Expulsion. Pursuant to the TEC, the School District's Student Code of Conduct must specify that consideration will be given, as a factor in each decision concerning placement in JJA, regardless of whether the expulsion is discretionary or mandatory, to:

1. Self-defense;
2. Intent or lack of intent at the time the student engaged in the conduct;
3. A student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services; or
6. A student's status as a student who is homeless.

B. Discretionary Expulsions. Students may be assigned to the JJA when they have been expelled from the School District for committing one of the offenses deemed to be a discretionary expulsion or placement by the TEC.

C. Mandatory Expulsion. Students shall be assigned to the JJA when they have been expelled from the School District for committing one of the offenses deemed to require a mandatory expulsion under the TEC.

D. Prerequisites. For a student to remain designated as a Mandatory Expulsion, all of the following requirements must be met:

a. Offense Report. The School District must have an offense report prepared by a law enforcement agency for the alleged incident upon which the expulsion is based.

b. Filing the Offense Report. The offense or investigative report must be filed by the School District with the JJA, the Juvenile Probation Department and the District Attorney's Office. Until the offense report is filed, the student will not be designated a Mandatory Expulsion, and the Juvenile Board may bill the School District for that student at the Discretionary Expulsion rate.

E. Additional Information. If the law enforcement agency report or complaint does not describe conduct that rises to the level of a Mandatory Expulsion offense, the JJA Administrator may require the School District to provide additional information to support the designation of Mandatory Expulsion.

F. Reclassification. In the event a student fails to qualify as a Mandatory Expulsion, that student will be classified as a Discretionary Expulsion, and the School District will be billed for the student at the Discretionary Expulsion rate from the date of enrollment. The JJA will advise the Bexar County Auditor's Office of the student's correct status so that the status is accurately reflected in the School District's bill.

G. Waiver. If a student fails to meet Texas Juvenile Justice Department (TJJD) eligibility requirements for funding as a Mandatory Expulsion, the School District may request a waiver. A written waiver request must be directed to the JJA Administrator. The waiver request must:

a. State the reason the student was expelled from the home campus;
b. State the reason the student does not meet the TJJD funding eligibility requirements;
c. Be filed with the JJA Administrator on the form set forth in **Attachment A**; and
d. Be filed within ten (10) business days of the date the School District is made aware of the ineligibility as a Mandatory Expulsion. The JJA Administrator may deny untimely waiver requests.

H. Eligibility Determination. The JJA Administrator will forward the School District's written request to TJJD and advise the School District if the waiver request is granted or denied by TJJD. The Juvenile Board will bill the School District for that student at the Discretionary Expulsion rate until notified by TJJD that the student is deemed eligible to receive TJJD funding under the Mandatory Expulsion category.

I. Court-ordered Placements. Students may be placed in the JJA by a Court when they have been adjudicated for delinquent conduct or conduct indicating a need for supervision. The School District will not be responsible for payment for these students unless they have been expelled by the School District; however, the School District is responsible for providing special education services, as articulated in the students' Individualized Education Programs (IEPs)/ Individualized Accommodation Plan (IAPs) and/or Behavior Intervention Plan (BIPs) when such services are not provided by the JJA.

J. Registered Sex Offenders. Students who are publicly registered sex offenders and residents of Bexar County may be placed by the school district in the JJA as provided in the TEC and in accordance with the conditions set out in Section III.B.4 of this MOU. Only students who are Bexar County residents may be placed in the JJA under this provision.

K. Maximum Capacity Rules. Based on student instructional capacity and safety and security issues, the Juvenile Board has set a maximum student enrollment of 250 students at the JJA (Maximum Capacity). If student enrollment reaches 200, the following rules will apply:

1. JJA Administrator will notify the School District of current enrollment, allocation of spaces, and number of out-of-county students. The School District will be allocated a total number of non-Mandatory Expulsion spaces for Bexar County residents (to include all categories of Discretionary Expulsions and placements) commensurate with that district's percent of Bexar County's total student population in grades 5 – 12. These population figures will be extracted from the prior year's Public Education Information Management Systems (PEIMS) enrollment (snapshot) figures.

2. When the School District has reached its allocated number of spaces, it must withdraw a student in order to enroll a new student if the district would otherwise exceed the assigned number of discretionary spaces.

3. The School District may negotiate directly with other districts for unused spaces. The maximum enrollment may be re-defined from time to time as deemed appropriate by the JJA. Notification of these space arrangements between districts will be communicated in writing to the JJA Administrator prior to the assignment of the student. Cancellation or modification of these agreed spaces will be the responsibility of the participating school districts; however the maximum total space assignments cannot be exceeded.

L. Maximum Capacity Procedure. Once Maximum Capacity is reached, the following procedures will apply:

1. All students at the JJA who are out-of-county residents shall be returned to the sending school district.

2. The JJA Administrator will determine at the end of each month, based on projected withdrawals and enrollments, whether to continue the excess Maximum Capacity procedure.

M. Out-of-County Students. This MOU applies only to students who are Bexar County residents, except as provided in this section. An expelled student who resides in a county other than Bexar, or who resides in Bexar County but attends a school in a district outside Bexar County, may attend the JJA only under the following conditions:

1. Eligibility for placement at the JJA is subject to the Maximum Capacity procedures described above.

2. The School District shall pay the applicable Discretionary Expulsion rate in accordance with section VII.B or VII.C of this MOU, unless the student is a Mandatory Expulsion and eligible for TJJD funding.

3. In order for a Mandatory Expulsion student to be eligible for TJJD funding,
   a. The respective School District and the Juvenile Board for the county where the student resides must have signed this MOU, and a copy of the MOU must have been provided to TJJD; and
   b. JJA must obtain written approval from TJJD for funding of the particular student, using the Out-of-County Form, TJJD-JJAEP-005.

4. TJJD funding is only available for 90 actual attendance days for out-of-county students attending the JJA. After 90 days, the School District is responsible for payment at the applicable Discretionary Expulsion rate in accordance with section VII.B or VII.C.

5. In order to manage JJA student population within the Maximum Capacity, JJA will prioritize admission to students who are Bexar County residents. No provision of this MOU creates an entitlement for any out-of-county student to attend JJA.

6. This MOU complies with TJJD's JJAEP Grant guidelines regarding students from counties other than Bexar.

N. Adult Students. A student who is 17 years or older (Adult Student) is not eligible for juvenile probation services unless the student was on juvenile probation at the time of enrollment. In the event an Adult Student does not meet the JJA program behavior expectations as determined by the JJA Administrator, the student shall be returned to the School District for disposition.

III. STUDENT PLACEMENT

A. Intake. Upon expulsion or decision on placement, the School District must contact the JJA for a time and date for an intake interview. The School District must also inform the JJA of the reason for expulsion or placement, term (i.e., number of days) and whether the student has been identified as requiring special education services and/or native language instruction. The time, date and place of the intake at the JJA shall be included in the notice of expulsion sent to the student as well as in the notice of expulsion form provided to the JJA Administrator and the Bexar County Juvenile Probation Department. If the student is a juvenile, the School District shall notify parents in writing that their child will be referred to the Bexar County Juvenile Probation Department and be assigned a probation officer.

B. Term of Assignment to the JJA. The expulsion or placement order by the School District shall specify the number of days or term of the expulsion or placement. For the purpose of this MOU, 180 enrolled instructional days is a year (Year) and the following term rules shall apply:

1. Mandatory Expulsions. A student's original term of expulsion for a mandatory offense may not exceed one calendar year. A student's total assignment to the JJA for a Mandatory Expulsion may not exceed a Year. An exception may be granted for the expulsion of a student who brings a firearm to school. A student expelled from the student's regular campus for a period of one calendar year in accordance with federal law may be assigned to the JJA for a calendar year.

2. Discretionary Expulsions and Placements. In no event will a student be assigned to the JJA for more than one Year for a Discretionary Expulsion, or for a placement of student due to a

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

3. Title 5 Felony Offenses. A student who is assigned to the JJA due to a Title 5 felony offense shall be returned to the sending School District upon the first of these events to occur:

    a. The charges are dismissed or reduced to a misdemeanor offense;
    b. The student is acquitted;
    c. The student completes the term of placement;
    d. The student is assigned to another program;
    e. The student's assignment to the JJA reaches 180 enrolled instructional days; or
    f. The student graduates from high school.

4. Registered Sex Offenders. Initial placement of a registered sex offender to the JJA is to be for at least 90 enrolled instructional days (Semester) for an offender on probation, and may be up to one Semester for an offender not on probation. Placement must be reviewed at the end of the first Semester of placement. A registered sex offender placed at the JJA whose residence is outside Bexar County will be immediately returned to the sending district. If it is determined by the committee convened by the School District that a registered sex offender assigned to the JJA should remain in alternative placement, then when that student's term at the JJA reaches one Year, that student will be returned to the School District.

5. Student Releases. The JJA staff may recommend expulsion term extensions for students who do not satisfactorily complete the JJA program. The final determination to extend a student's expulsion term is that of the home School District. A student's assignment to the JJA shall terminate at the earliest of one of the following dates:

    a. Successful completion of the expulsion term;
    b. One of the seven "Exit Reasons" described in Texas Juvenile Justice Department regulations:
        1) Completed program / returned to home school while on probation.
        2) Completed program/ term of probation expired.
        3) Completed program/ term of placement expired.
        4) GED completion.
        5) Graduated.
        6) Left program incomplete.
        7) Other – left program for non-delinquency reason such as moved, death, or medical reason.
    c. For a student placed at the JJA for a Title 5 felony offense, any event described above in paragraph III.B.3; or
    d. The student's assignment to the JJA reaches 180 enrolled instructional days.

IV. SPECIAL EDUCATION

A. Students with Disabilities. For students who commit an offense and have been identified by the School District as having a disability the following procedures apply:

1. The student may be expelled from the School District only after a duly constituted Admission, Review and Dismissal (ARD)/Section 504 Manifestation Determination Review ("MDR") meeting. The requirement to have a MDR does not apply only if the student:
   a. Has been identified by the School District as having a disability under Section 504;
   b. Was referred the BCJJA for an offense that pertains to the use or possession of illegal drugs or alcohol; and
   c. The student is currently engaging in the illegal use of drugs or in the use of alcohol.

2. A student that is eligible for services from the district's special education department or under Section 504 may be expelled only if the ARD/Section 504 committee determines that the alleged offense is not a direct and substantial manifestation of the student's disability or a failure to deliver the program of services and supports in accordance with applicable state and federal laws.

3. School District must invite the administrator of the JJA or the administrator's designee to an ARD committee meeting convened to discuss the expulsion of a special education student. School District must provide written notice of the meeting at least five (5) school days before the meeting or a shorter timeframe agreed to by the student's parents. A copy of the student's current IEP must be provided to the JJA representative with the notice.

4. If the JJA Administrator or designee is unable to attend the ARD/Section 504 committee meeting, the JJA representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls. The JJA representative may participate in the meeting to the extent that the meeting relates to the student's placement in the JJA and implementation of the IEP/IAP and/or BIP in the JJA.

5. Students with disabilities assigned to the JJA will be provided educational services as determined by the ARD/Section 504 committee, and articulated in the IEP/IAP and/or BIP, such that the student receives a free and appropriate public education as defined by federal and state laws, and as further provided herein. The IEP/IAP and/or BIP must delineate the projected date for the beginning of services, personnel who will provide direct and/or related services, the anticipated frequency, location and duration of services, and accommodations or modifications for the term of the student's tenure at the JJA.

6. Ultimately, the School District is responsible to ensure that appropriate programs and services, as articulated in a student's IEP/IAP and/or BIP, are provided at the JJA continuously and without disruption. The Juvenile Board is not responsible for the provision of special education services. All related services articulated in students' IEP/IAPs must be provided by the School District with the exception of counseling. Related services include speech therapy, occupational therapy, physical therapy, special transportation, in-home/parent training, and sign language interpreters. Counseling services available at the JJA are provided by Communities in Schools - San Antonio. The JJA will have special education services and personnel as a portion of the normal operation of the JJA. The JJA will provide a copy of each special education student's schedule within five (5) school days of a School District's request.

7. If after a special education student is placed at the JJA the JJA Administrator provides written notice to the school district of specific concerns that the student's educational or behavioral needs cannot be met in the JJA, an ARD committee meeting must be convened to reconsider placement of the student in the JJA. School District must invite the JJA administrator or the administrator's designee to the meeting and must provide written notice of the meeting at least five (5) school days before the meeting or a shorter timeframe agreed to by the student's parents. If the JJA representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means, including conference telephone calls. The JJA representative may participate in the meeting to the extent that the meeting relates to the student's continued placement in the JJA.

B. Students with Suspected Disabilities. If a student assigned to the JJA is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, the following procedures apply:

1. The School District's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary.

2. The JJA staff will assist with the completion of the necessary referral documents. Any student determined to qualify for services and protection under IDEIA or Section 504, shall be afforded all lawfully required services and protections by the School District to the extent that the JJA cannot provide the service and the School District is notified of the need to provide the service.

C. English as a Second Language (ESL)/Bilingual Students. If a student has been identified as a second language learner, whether general or special education, the following procedures apply:

1. School District must obtain appropriate documentation from the Language Proficiency Assessment Committee (LPAC) relative to the following:
   a. The student's dominant oral and written language;
   b. The student's level of oral and written language proficiency; and
   c. Type, level, frequency and duration of instruction and/or support services.

2. The School District may provide, upon availability, training to JJA personnel to facilitate accommodations necessary for English Language Learners.

3. The JJA will provide direct instruction by a certified Bilingual/ESL teacher.

D. Change of Residence. Students receiving special education or Section 504 services prior to their expulsion and who change residence to another school district served by the JJA will continue to be the responsibility of the sending School District until the student has completed the JJA assignment and/or enrolled in the new School District.

E. Accountability. Accountability for students placed at the JJA shall remain with the student's school district of residence. The eligibility folder will stay with the expelling School District and a working folder will be sent to the JJA prior to the intake appointment.

F. Addressing Concerns. After placement of a student in the JJA, if the JJA has concerns that the student's educational or behavioral needs cannot be met in the JJA program, the JJA shall provide written notice of the specific concerns to the School District. The School District will conduct an ARD/Section 504 committee meeting to reconsider the placement of the student into the JJA and to avoid disruption of services and/or an improper placement. The School District is responsible for providing notice to the JJA and to the parent of the ARD/Section 504 committee meeting in compliance with federal and state law and advising them of the specified time and location of the ARD/Section 504 committee meeting. Whenever possible, the ARD/Section 504 committee meetings for students enrolled at the JJA should be held at the JJA site and scheduled at a time that enables the home campus representative to be present. If the home campus representative is unable to attend the ARD/Section 504 committee meeting in person, alternate means of communication shall be made available so that the home campus representative may participate in the meeting.

G. Notices. The notices required in this Article IV must be provided in the native language of the parent or mode of communication used by the parent, in compliance with federal law. The term 'native language' when used with reference to an individual of limited English proficiency, means the language used by the individual, or in the case of the child, the language normally used by the parents of the child.

V. RECORDS

A. 24 Hours. The School District shall report any expulsion notice within 24 hours (not to include weekends or school holidays) after the expulsion hearing to:

1. The JJA Administrator; and

2. The Bexar County Juvenile Probation Department (or the respective juvenile probation department in which the student resides if other than Bexar County).

B. Expulsion Notice and Order. The School District shall record the expulsion on the form set forth in **Attachment B,** marking the box for the specified offense, describing the offense with sufficient detail to properly assess that it is an expellable offense, and submitting the form to the JJA. The School District shall also provide the JJA with a copy of the Expulsion order.

C. Referral. The School District must refer all Mandatory Expulsions to the District Attorney's Office and the Bexar County Juvenile Probation Department. In addition, the School District shall, on a timely basis, provide to the Juvenile Probation office or the Juvenile section of the District Attorney's office as appropriate, all other referral information required by the Texas Family Code. The School District shall provide the JJA the necessary verification of submission of referrals to all necessary agencies.

D. Police Reports. In a Mandatory Expulsion, the School District must also provide JJA with a copy of the police report. The School District shall provide the Juvenile Board with the necessary verification of submission of the police report(s) to all necessary agencies.

E. Title 5 Felony Offenses. In a Discretionary Expulsion of a student for a Title 5 felony offense under TEC, the School District must provide police reports, court orders, or juvenile probation

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

F. Students Involved in Sexual Assault. In placing a student pursuant to the statute providing for transfer of students involved in sexual assault, the School District must provide documents sufficient to establish eligibility for assignment to the JJA under that provision.

G. Registered Sex Offenders. In placing a student identified as a registered sex offender under TEC Chapter 37 Subchapter I, the School District must provide documents sufficient to establish eligibility for assignment to the JJA under that provision.

H. Student Records. The School District must forward copies of the following records to the JJA for each student:

1. Special education records, to include:

   a. The most recent ARD/IEP/IAP/BIP manifestation determination review;

   b. The most recent comprehensive individual assessment that documents eligibility for special education services and the list of modifications and/or complementary aids conducive to advancement towards annual and short-term goals and objectives; and

   c. Recommendations for the current year's assessment.

2. State standardized test information;

3. The student's academic achievement records (e.g. report card);

4. The student's Home Language Survey and all Language Proficiency Assessment Committee documentation;

5. The student's immunization records; and

6. Information regarding the student's National School Lunch Program status.

I. Time Due. A student's records must be provided to the JJA by the School District on or before the date of the intake interview.

J. Enrollment Notification. A student's enrollment record form/notification to include the student's date of enrollment at JJA must be sent to the home School District by JJA within 24 hours (not to include weekends or school holidays) of the student's enrollment date.

K. Change of Residence. JJA will inform both School Districts, as appropriate, of a student's change of residency based on a review of appropriate proof of residency documents, and will provide the new School District with said proof of residency documents within 48 hours (not to include weekends or school holidays) of informing of change of residence. The student shall continue to be enrolled with the expelling School District if either the expelling or new School District wishes to continue the term of expulsion. Each School District and JJA will continue to be responsible for compliance with the current provisions of this MOU.

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

VI. ADMINISTRATION OF STATE-MANDATED ASSESSMENTS

A. Responsibilities. All state-required standardized tests will be administered to students enrolled at the JJA. The following responsibilities are assigned for administration of the tests:

1. Test Coordinator. JJA will have a trained and sworn Testing Coordinator who will serve as the point of contact with the School Districts for the administration of state-required standardized tests to students enrolled at the JJA. Each year, the JJA will provide all School Districts with the Testing Coordinator's name and contact information.

2. List of Students. JJA staff will provide the School District with a list of all students from that district enrolled at the JJA at least ten (10) school days prior to the date of administration of state-required standardized tests.

3. Student Testing Materials. The School District is responsible for securing, coding and delivering all testing materials to the JJA Administrator or designee a minimum of three (3) school days before the day of standardized test administration. The School District may also provide additional student testing materials to cover students that enroll after the list of students was provided to the School District. The School District will provide to the JJA access, limited to students enrolled at the JJA, to administer, as necessary, online testing.

4. Accommodations. The School District will assist the JJA staff to ensure implementation of accommodations articulated in the IEP/IAPs and/or BIPs for standardized testing, as appropriate, for students receiving special education services and speakers of languages other than English. If the accommodations exceed what the JJA can reasonably implement, the School District remains responsible for ensuring that the student has access to the necessary accommodations by whatever means the School District deems most appropriate.

5. Retrieving Completed Testing Materials. The JJA is responsible for making necessary arrangements to retrieve all completed student testing materials attributed to the School District's students enrolled at the JJA.

6. Obtaining and Submitting Testing Materials. The School District is responsible for obtaining the completed student testing materials from the JJA, and is also responsible for submitting all completed student testing materials to the appropriate TEA contracted agent.

7. Student Success Initiatives. The JJA will assist School District in meeting student success initiatives mandated by state law. This assistance does not include the hiring of additional staff.

VII. FUNDING AND BILLING

A. Mandatory Expulsions. Funding for Mandatory Expulsions will be provided by the Texas Juvenile Justice Department for those students who meet the prescribed TJJD eligibility requirements. School District will pay for a student at the Discretionary Expulsion rate listed in Section VII.B. herein until the offense report is filed with the JJA, the Bexar County Juvenile Probation Department and the appropriate District Attorney's Office.

B. Discretionary Expulsions. For students who are Discretionary Expulsions pursuant to TEC, the School District shall pay the rate of $135.85 per student per day of attendance at the JJA. A student is considered to be in "attendance at the JJA" for the purposes of this Agreement if they are receiving tele-education services. This rate may be modified by the Juvenile Board during the term of this MOU.

C. Title 5 Felony Discretionary Expulsions. For students who are Title 5 felony Discretionary Expulsions pursuant to TEC, School District shall pay in the same manner as for other Discretionary Expulsions, except that the rate for this category of expulsion is based on the actual operational cost as determined by the Juvenile Board based upon its most recent annual audit, and will not exceed the rate set out in paragraph VII.B above.

D. Registered Sex Offenders. For students who are placed at the JJA as registered sex offenders under TEC Chapter 37, School District shall pay at the same rate as for Discretionary Expulsions, which is $135.85 per student per day of attendance.

E. Disallowed Mandatory Expulsions. For a student who was expelled for a Mandatory Expulsion offense but who, because of the terms of the TJJD funding contract and as outlined in this MOU, was disallowed Mandatory Expulsion status, the School District shall pay the Discretionary Expulsion rate of $135.85 per student per day of attendance from the date of enrollment.

F. Continuing Responsibility. In the event a student changes residence to another school district served by JJA after being expelled, and prior to completing the expulsion term, the student shall remain the financial responsibility of the expelling School District for the JJA daily attendance rate.

G. Date of Invoice. The Juvenile Probation Fiscal Office will issue an invoice within thirty (30) business days after the end of each month. The invoice will provide the name of each student and the number of days the student attended.

H. Payment. The School District shall make payment to the Juvenile Board through the Bexar County Auditor. Payment for the full amount hereunder shall be made payable to Bexar County and payment made at the Bexar County Auditor's Office at 101 W. Nueva, Suite 800, San Antonio, TX 78205-3445 within thirty (30) days after the invoice is received by the member School District. The Juvenile Probation Fiscal Office shall send the invoice to the address listed on the signature page of this MOU.

VIII. TRANSPORTATION

A. School District's Responsibility. Transportation of students to and from the JJA shall be the sole responsibility of the School District. The School District is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJA. The School District shall provide all necessary security at the student pick up/drop off location(s).

B. Change of Residence. In the event a student expelled by a School District changes residence to another school district served by JJA after being expelled and prior to completing the expulsion term, the new school district is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJA.

IX. TRANSITION

A. Transition File. Approaching completion of his/her term at the JJA, JJA staff will send the School District a transition file that includes:

1. The student's grades converted to numeric scores; when requested by the School District, course completions will be reported;
2. A behavior summary, recommendations and comments that suggest placement options that the JJA staff deems appropriate for the student returning to his/her home campus;
3. Attendance information; and
4. Other recommendations and comments.

X. ADVISORY BOARD

A. Authority. The Juvenile Board has authorized an Advisory Board to provide a forum for representatives of the Juvenile Board, the school districts and the organizations supporting the JJA to meet and discuss issues related to the operation of the JJA.

B. Procedure. Each School District shall designate a representative to serve on the Advisory Board. The Advisory Board shall include representatives of at least five (5) school districts, as elected by representatives of the school districts, at a meeting called by the Administrator for the Juvenile Board. The School District hereby agrees to participate in the election of said Advisory Board and, if elected to serve, will do so.

XI. PARTIAL INVALIDITY

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

XII. TERM

This Agreement supersedes all prior MOU agreements between these parties and shall be in effect from August 1, 2024 through, and including, July 31, 2025. This Agreement shall renew automatically each year on August 1st, unless notice of a party's intent not to renew is sent to the other party prior to July 1st of that year.

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

XIII. INTEGRATION

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

AGREED AND FULLY EXECUTED ON THE LATEST DATE RECORDED BELOW.

INDEPENDENT SCHOOL DISTRICT

School District: _____

Signature: _____ Date: _____/_____/_____

Printed Name: _____

Title: _____

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

Name: _____

Address: _____ State: _____ Zip Code: _____

If required by School District:

_____ COUNTY JUVENILE BOARD

Signature: _____ Date: _____/_____/_____

Printed Name: _____

Title: Juvenile Board Chair

BEXAR COUNTY JUVENILE BOARD

By: _____ Date: _____/_____/_____
HON. CATHERINE TORRES-STAHL
Bexar County Juvenile Board Chair

ATTACHMENT A

BEXAR COUNTY JUVENILE JUSTICE ACADEMY

STUDENT FUNDING WAIVER REQUEST

Police Report Requirement

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

SCHOOL DISTRICT:	**SCHOOL OFFICIAL:**	
PHONE:	**FAX:**	**DATE:**
STUDENT:	**DOB:**	
Describe offense in some detail:		
Reason for request of waiver:		

FOR TJJD STAFF ONLY

The request for waiver received in this office on _____ is _____ Granted ____Denied.

If denied, please specify reason: _____

_____

_____

_____ _____ _____

Signature Position Date

ATTACHMENT B

BEXAR COUNTY JUVENILE JUSTICE ACADEMY
REFERRAL OF CHILD AFTER EXPULSION

To:	Juan Vega, JJAEP Clerk 1402 N. Hackberry San Antonio, TX 78208	Phone: 210-335-8524 Fax: 210-335-8549 E-mail: jvega@bexar.org

Pursuant to Texas Family Code §52.041 and Texas Education Code (TEC) §37.010, the following report is being made to the Juvenile Court regarding the expulsion of the student named below.

School District: _____School Official/Hearing Officer: _____

Telephone: _____ Fax: _____ Date of Hearing: _____

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

Please check offense for which student is being referred:

2023/24 and 2024/25 School Years

Offense Code	Offense Description	Offense Type
37.007A12A	Unlawful Weapon: Handgun [Penal Code (PC) 46.02(a)] [Education Code (EC) 37.007 (a)(1)]	Mandatory
37.007A12B	Unlawful Weapon: Location-Restricted Knife [PC 46.02(a-4)] [EC 37.007 (a)(1)] (For students who are under the age of 18.)	Mandatory
37.007A15A	Prohibited Weapon: Explosive Weapon [PC 46.05(a)(1)] [EC 37.007(a)(1)]	Mandatory
37.007A15B	Prohibited Weapon: Machine Gun [PC 46.05(a)(1)(A)] [EC 37.007(a)(1)]	Mandatory
37.007A15C	Prohibited Weapon: Short-Barrel Firearm [PC 46.05(a)(1)(B)] [EC 37.007(a)(1)]	Mandatory
37.007A15D	Prohibited Weapon: Firearm Silencer [PC 46.05(a)(1)(C)] [EC 37.007(a)(1)]	Mandatory
37.007A15F	Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05(a)(2)] [EC 37.007 (a)(1)]	Mandatory
37.007A15G	Prohibited Weapon: Chemical Dispensing Device [PC 46.05(a)(3)] [EC37.007(a)(1)]	Mandatory
37.007A15H	Prohibited Weapon: Zip Gun [PC 46.05(a)(4)] [EC 37.007(a)(1)]	Mandatory
37.007A15I	Prohibited Weapon: Tire Deflation Device [PC 46.05(a)(5)] [EC 37.007(a)(1)]	Mandatory
37.007A15J	Prohibited Weapon: Improvised Explosive Device [PC 46.05(a)(6)] [EC37.007(a)(1)]	Mandatory
37.007A2A1	Aggravated Assault [PC 22.02] [EC 37.007(a)(2)(A)]	Mandatory
37.007A2A2	Aggravated Sexual Assault [PC 22.021] [EC 37.007(a)(2)(A)]	Mandatory
37.007A2A3	Sexual Assault [PC 22.011] [EC 37.007(a)(2)(A)]	Mandatory
37.007A2B	Arson [PC 28.02] [EC 37.007(a)(2)(B)]	Mandatory
37.007A2C1	Murder [PC 19.02] [EC 37.007(a)(2)(C)]	Mandatory
37.007A2C2	Capital Murder [PC 19.03 [EC 37.007(a)(2)(C)]	Mandatory
37.007A2C3	Attempted Murder or Capital Murder [PC 15.01] [EC 37.007(a)(2)(C)]	Mandatory
37.007A2D	Indecency with A Child [PC 21.11] [EC 37.007(a)(2)(D)]	Mandatory
37.007A2E	Aggravated Kidnapping [PC 20.04] [EC 37.007(a)(2)(E)]	Mandatory
37.007A2F	Aggravated Robbery [PC 29.03] [EC 37.007(a)(2)(F)]	Mandatory
37.007A2G	Manslaughter [PC 19.04] [EC 37.007(a)(2)(G)]	Mandatory
37.007A2H	Criminally Negligent Homicide [PC 19.05] [EC 37.007(a)(2)(H)]	Mandatory
37.007A2I	Continuous Sexual Abuse of Young Child or Disabled Individual [PC 21.02] [EC 37.007(a)(2)(I)]	Mandatory
37.007A3	*Felony Drug, excluding marijuana and THC [EC 37.007(a)(3)(C)] [EC 37.006(a)(2)(C)]*	Mandatory
37.007D	Retaliation [EC 37.007(d)]	Mandatory
37.007E	Federal Firearm [EC 37.007(e)]	Mandatory
37.007B1D	False Alarm or Report [PC 42.06] [EC 37.007(b)(1)]	Discretionary

Offense Code	Offense Description	Offense Type
37.007B1E	Terroristic Threat [PC 22.07] [EC 37.007(b)(1)]	Discretionary
37.007B2A	*Felony marijuana or THC [HSC 481] [EC 37.007(b)(2)(A)(i); 37.006(a)(2)(C-1)*	Discretionary
37.007B2A1	Misdemeanor Marijuana [HSC 481] [EC 37.007(b)(2)(A)(i)]	Discretionary
37.007B2A1B	Misdemeanor Controlled Substance [HSC 481] [EC 37.007(b)(2)(A)(i)] [EC 37.006(a)(2)(C)]	Discretionary
37.007B2A2	Misdemeanor Dangerous Drug [HSC 481] [EC 37.007(b)(2)(A)(ii)]	Discretionary
37.007B2A3	Alcohol [HSC 481] [EC 37.007(b)(2)(A)(iii)] [EC 37.006(a)(2)(D)]	Discretionary
37.007B2B	Glue or Aerosol Paint [HSC 485.031-485.034] [EC 37.007(b)(2)(B)]	Discretionary
37.007B2CA	Assault on a Volunteer [PC 22.01(a)(1)] [EC 37.007(b)(2)(C)]	Discretionary
37.007B2CB	Assault on an Employee [PC 22.01(a)(1)] [EC 37.007(b)(2)(C)]	Discretionary
37.007B2D	Deadly Conduct [PC 22.05] [EC 37.007(b)(2)(D)]	Discretionary
37.007B3A	Non-School Student on Student Aggravated Assault, Sexual Assault, or Aggravated Sexual Assault [EC 37.007(b)(4)]	Discretionary
37.007B3B	Non-School Student on Student Murder, Capital Murder, or Attempted Murder/Capital Murder [PC 19.02 or 19.03] [EC 37.007(b)(4)]	Discretionary
37.007B3C	Non-School Student on Student Aggravated Robbery [EC 37.007(b)(4)]	Discretionary
37.007B4	On or within 300 Ft Rule – Mandatory Offense or Possession of Firearm [EC 37.007(b)(3)]	Discretionary
37.007B5	Breach of Computer Security School Network [PC 33.02] [EC 37.007(b)(5)]	Discretionary
37.007C	Serious Misbehavior [EC 37.007(c)]	Discretionary
37.007D(D)	Retaliation [EC 37.007(d)]	Discretionary
37.007F	Felony Criminal Mischief [PC 28.03] [EC 37.007(f)]	Discretionary
37.309	Registered Sex Offender [EC 37.309]	Other
PROBCO1	Probation Placement	Other
PROBCO2	Court Order	Other
37.0081B	Title 5 Felony Murder [PC 19.02] [EC 37.0081(a)]	Discretionary
37.0081C	Title 5 Felony Capital Murder [PC 19.03] [EC 37.0081(a)]	Discretionary
37.0081D	Title 5 Felony Manslaughter [PC 19.04] [EC 37.0081(a)]	Discretionary
37.0081E	Title 5 Felony Criminal Negligent Homicide [PC 19.05] [EC 37.0081(a)]	Discretionary
37.0081F	Title 5 Felony Unlawful Restraint [PC 20.02] [EC 37.0081(a)]	Discretionary
37.0081G	Title 5 Felony Kidnapping [PC 20.03] [EC 37.0081(a)]	Discretionary
37.0081H	Title 5 Felony Aggravated Kidnapping [PC 20.04] [EC 37.0081(a)]	Discretionary
37.0081I	Title 5 Felony Smuggling of Persons [PC 20.05] [EC 37.0081(a)]	Discretionary

Offense Code	Offense Description	Offense Type
37.0081I2	*Title 5 Felony Continuous Smuggling of Persons [PC 20.06] [EC 37.0081(a)(1)(A)(i)]*	Discretionary
37.0081J	Title 5 Felony Trafficking of Persons [PC 20A.02] [EC 37.0081(a)]	Discretionary
37.0081J2	*Title 5 Felony Continuous Trafficking of Persons [PC 20A.03] [EC 37.0081(a)(1)(A)(i)]*	Discretionary
37.0081K	Title 5 Felony Indecency with a Child [PC 21.11] [EC 37.0081(a)]	Discretionary
37.0081K2	*Title 5 Felony Continuous Sexual Abuse of Young Child or Disabled Individual for 17+ kids [PC 21.02] [EC (a)(1)(A)(i)]*	Discretionary
37.0081K3	*Title 5 Felony Bestiality [PC 21.09] [EC(a)(1)(A)(i)]*	Discretionary
37.0081L	Title 5 Felony Invasive Visual Recording [PC 21.15] [EC 37.0081(a)]	Discretionary
37.0081L2	*Title 5 Felony Unlawful Disclosure or Promotion of Intimate Visual Material [PC 21.16] [EC 37.0081(a)(1)(A)(i)]*	Discretionary
37.0081L3	*Title 5 Felony Voyeurism [PC 21.17] [EC 37.0081(a)(1)(A)(i)]*	Discretionary
37.0081L4	*Title 5 Felony Sexual Coercion [PC 21.18] [EC 37.0081(a)(1)(A)(i)]*	Discretionary
37.0081M	Title 5 Felony Assault [PC 22.01] [EC 37.0081(a)]	Discretionary
37.0081N	Title 5 Felony Sexual Assault [PC 22.011] [EC 37.0081(a)]	Discretionary
37.0081P	Title 5 Felony Aggravated Assault [PC 22.02] [EC 37.0081(a)]	Discretionary
37.0081Q	Title 5 Felony Aggravated Sexual Assault [PC 22.021] [EC 37.0081(a)]	Discretionary
37.0081R	Title 5 Felony Injury to a Child, Elderly Individual, or Disabled Individual [PC 22.04] [EC 37.0081(a)]	Discretionary
37.0081S	Title 5 Felony Abandoning or Endangering Child [PC 22.041] [EC 37.0081(a)]	Discretionary
37.0081T	Title 5 Felony Deadly Conduct [PC 22.05] [EC 37.0081(a)]	Discretionary
37.0081U	Title 5 Felony Terrorist Threat [PC 22.07] [EC 37.0081(a)]	Discretionary
37.0081V	Title 5 Felony Aiding Suicide [PC 22.08] [EC 37.0081(a)]	Discretionary
37.0081W	Title 5 Felony Tampering with Consumer Product [PC 22.09] [EC 37.0081(a)]	Discretionary
37.0081X	Title 5 Felony Harassment by Persons in Certain Correctional Facilities; Harassment of Public Servant [PC 22.11] [EC 37.0081(a)]	Discretionary
37.0081Y	Aggravated Robbery [PC 29.03] (EC 37.0081(a)]	Discretionary
DOI	Offense Identified in District of Innovation (DOI) Plans Provided by Sending School District	Discretionary
37.0052	Placement or Expulsion of Student Who Has Engaged in Certain Bullying Behavior [EC 37.0052)]	Discretionary

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: 05-30-2024
Agenda Item: Consider selection of construction procurement method for the Medina Valley ISD District Wide Access Controls Security Project

- A board that considers a construction contract using a method authorized by Government Code Chapter 2269 other than competitive bidding must, before advertising, determine which procurement method provides the best value for the district.
- The administration, in conjunction with the district's security consulting firm recommends the district use competitive sealed proposals as the procurement method for General Contractor Services on the District Wide Access Controls Security Project.
- The Request for Competitive Sealed Proposals for General Contractor will include:
  - ✓ Invitation & instruction to offerors
  - ✓ Construction documents
  - ✓ Selection criteria
  - ✓ Estimated budget
  - ✓ Project scope
  - ✓ Schedule, and
  - ✓ Other information necessary for contractors to respond
- The district will evaluate and rank each proposal based upon published selection criteria and shall select the offeror that offers the best value for the district based on the published selection criteria and on its ranking evaluation.
- Proposal selection criteria will include:
  - ✓ Proposal Price
  - ✓ Management Ability
  - ✓ Relevant Experience & Reputation
  - ✓ Past Performance
  - ✓ Subcontractors & Suppliers.

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

Recommendation:
It is recommended that the Board of Trustees approve Competitive Sealed Proposals as the construction procurement method for the Medina Valley ISD District Wide Access Controls Security Project.

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: May 25,2024
Agenda Item: Consider Approval of a Site Marketing Agreement with Diamond Communication Services.

Background Information:
The district has conducted a meeting involving TASB and Diamond communications. TASB has partnered with Diamond and they assist districts via the ConnectED Texas project. This project is designed to assist districts throughout the state implement and install cell towers, at no cost to the district. Diamond becomes the facilitator and works with the cell providers and the districts to coordinate tower construction, plans, processes, procedures, maintenance, and revenues for the towers. If the district already has a tower or another suitable structure, such as a water tower, then the profits to the district increase to approximately 70%. This equates to revenue in the amount of approximately $3,000 per month to the district. If a tower is built there is no cost to the district and the revenue generated is approximately $900 per month per carrier. Most leases are established in the 15-25-year range.
At this time, we have confirmed a highly desirable tower location at Potranco Elementary. The location will not impact the campus, but will benefit the schools and the community by increased connectivity and cell reception. One carrier, Verizon, has already confirmed the location and desires to place an antenna on the tower. The location of the tower is indicated on the map below.
In conclusion, this endeavor could be one which could be highly advantageous to the district and the community. The cell project would come at no cost to the district, but would provide revenue to the district for years to come.

Administrative Consideration:
The safety department recommends the Board of Trustees enter into a Site Marketing Agreement with TASB and Diamond Communications to investigate the possibility of installing cell towers, at no charge to the District. This agreement does not obligate the District to move forward with Diamond, but does allow explorations of interests from cell services providers such as Verizon, AT&T, and T-Mobile, among others.

Supporting Document(s):
Diamond Communications Site Marketing Agreement

Recommendation:
It is recommended that the Board of Trustees approve the Site Marketing Agreement from Diamond Communications.

The TASB ConnectED Texas Cell Tower project.

- This project is designed to assist districts throughout the state implement and install cell towers, at no cost to the district.

- The District could receive revenue in the amount of $900 to $3,000, per month, per carrier. Most leases are established in the 15-25-year range.

- At this time, we have confirmed a highly desirable tower location at Potranco Elementary. The location will not impact the campus, but will benefit the schools and the community by increased connectivity and cell reception. One carrier, Verizon, has already confirmed the location and desires to place an antenna on the tower. The location of the tower is indicated on the map in the next slide.

- In conclusion, this endeavor could be one which could be highly advantageous to the district and the community.


Potranco Rd
Future High School Access Road
Potranco Elementa

SITE MARKETING AGREEMENT

This Site Marketing Agreement (the "**Agreement**") is made and entered into on the latest date set forth on the signature page below ("**Effective Date**"), by and between Diamond Towers V LLC, a Delaware limited liability company having an address at 120 Mountain Avenue, Springfield, New Jersey 07081 ("**Diamond**"), and Medina Valley Independent School District, a Texas corporation having an address at 8449 471 South, Castroville, Texas 78009 ("**Entity**"). Diamond and Entity shall each be referred to as "**Party**" and together as "**Parties**."

WITNESSETH

WHEREAS, this Agreement covers those certain properties, towers, and other structures that are owned, leased, operated, or otherwise controlled by the Entity as designated on the attached Exhibit A, Included Properties, which is incorporated herein by reference for all purposes (each, a "**Property**," and collectively the "**Properties**"); and

WHEREAS, Entity has determined that a public purpose may be served by the development of wireless communication infrastructure on the Properties; and

WHEREAS, Entity desires to retain Diamond to exclusively market existing wireless infrastructure and manage the development of new or expanded wireless communication infrastructure on the Properties, including existing and newly developed structures for macro sites and small cells. These services will include marketing the Properties to any wireless communication operators or other tenants (each a "**Tenant**" or, if more than one, "**Tenants**") interested in locating communications equipment on or in (a) existing towers, buildings, rooftops, kiosks, or other existing structures located on the Properties (each, an "**Existing Structure**") and (b) new structures built on the Properties (each, a "**New Structure**"); and

WHEREAS, Diamond, having expertise in the field of telecommunications site management and development, is agreeable to being Entity's exclusive representative for purposes of marketing the Properties to potential Tenants as described herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Entity and Diamond agree as follows:

Section 1. Engagement:

Entity hereby grants Diamond the exclusive right during the Term, as herein defined, to market the Properties for telecommunication use by Tenants, including without limitation macro site infrastructure and small cell infrastructure. Any Property that Entity wishes to include in Diamond's exclusive marketing rights is set forth in Exhibit A, Included Properties, attached hereto. The Parties may mutually agree to update Exhibit A from time to time during the Term to add properties to the list of "Properties" for which Diamond will have the exclusive right and license to market hereunder, provided that any such updates to Exhibit A are approved and signed by authorized representatives of each Party. Further, Entity reserves the right to remove any

Property from the list by notifying Diamond in writing if the Property is required for Entity purposes.

Section 2. Duties of Diamond and Entity – Roles and Responsibilities:

2.1 Diamond shall utilize its sales force to market the Properties to Tenants. The marketing may include the following:

2.1.1 The development and distribution of Entity and Property-specific marketing materials, including presentations and marketing sheets which highlight attributes of the locations and carrier coverage analysis;

2.1.2 Incorporation of the Properties and Existing Structures into Diamond's database for marketing to potential Tenants; and

2.1.3 Meetings with wireless communication companies, including Verizon, AT&T, T-Mobile, Dish Network, and cable companies, among others, to market the Properties.

2.2 Following a potential Tenant's indication of interest to colocate or attach wireless communications equipment on a Property, Diamond shall submit information on the potential colocation or attachment to Entity for review, including the form of agreement as follows: (i) a lease/sublease agreement between Entity and Diamond for a colocation on an Existing Structure (a "**Colocation Agreement**") utilizing the form attached hereto as Exhibit B, with Diamond leasing space from Entity on the Existing Structure and subleasing or licensing that space to the Tenant pursuant to an agreement between Diamond and Tenant, or (ii) a ground lease agreement (a "**Ground Lease Agreement**") between Entity and Diamond for a colocation of a New Structure utilizing the form attached hereto as Exhibit C with Entity leasing an agreed upon portion of the applicable Property to Diamond for the construction, ownership, operation, and maintenance by Diamond of any such New Structure. The terms Colocation Agreement and Ground Lease Agreement may collectively be referred to as the "**Leases**" or individually as a "Lease.") In each of romanette (i) and (ii) above, Diamond will be granted a leasehold interest in the applicable Property, subject to the terms and conditions herein. Whether or not to accept any Lease, and on what terms, shall be in the sole discretion of Entity. Nothing herein shall require Entity to enter into any Lease or other agreement. No Lease or other agreement shall be effective unless and until all requisite approvals have been received by Entity including, as necessary, approval of its governing body. Diamond acknowledges that any Lease provided herein is an ancillary use of Entity's Property, and nothing in this Agreement shall interfere with the Property's use for Entity's purposes. Entity, by and through its governing body, retains ultimate and exclusive authority to control all aspects of the Property's use, including the right to determine at any time that a Property may be withdrawn from consideration for a Lease transaction.

2.3 In relation to any opportunity generated under this Agreement, Diamond shall provide Entity services including consulting; project management; regulatory and zoning approvals; community outreach; site management; existing tenant management (if applicable) site administration; and any other services agreed between the Parties. Diamond shall be responsible for compliance with all applicable local, state, and federal laws and regulations related to use of all Properties pursuant to this Agreement.

Section 3. Access to the Properties:

3.1 Entity acknowledges that, for Diamond to perform its duties, Diamond and its agents will require access to the Properties. Diamond shall have the right, upon prior notice to Entity as set forth herein, to grant access to and from the Properties to Diamond's employees and agents, and any Tenants, so long as the same does not interfere with Entity's use of the Properties and is for the purposes of facilitating Diamond's rights and obligations under this Agreement. When accessing any Property, Diamond, its employees, agents, and any Tenants shall comply with all Entity safety, security, and access protocols and requirements. Diamond shall provide Entity's designated contact (as listed in this agreement or as may be updated by Entity in writing) with at least seventy-two (72) hours' written notice prior to accessing any Property. Entity shall provide any safety, security, and access protocols for such Property to Diamond upon such request for access.

Entity Contact for Property Access: Doug Wozniak or Jay Hufffty
Phone: 830-931-2243

Section 4. Term and Compensation:

4.1 The term of this Agreement shall commence on the Effective Date and, unless terminated earlier as provided herein, shall continue in effect for a period of five (5) years following the Effective Date (the "**Initial Term**"). This Agreement may be extended for an additional five (5)-year term ("**Extension Term**") upon the mutual consent of Entity and Diamond, including receipt of all requisite approvals. The Initial Term and Extension Term may be collectively referred to as the "**Term**."

4.2 Entity shall have no obligation to compensate Diamond for any services performed pursuant to this Agreement. Diamond shall be responsible for all costs incurred in performance and shall have no right to reimbursement from Entity for any of its expenses, including without limitation expenses incurred for securing necessary permits and approvals to construct or install wireless communication equipment and related structures. Diamond acknowledges that it has received consideration for the performance of its obligations under this Agreement by virtue of the right granted to enter potential Lease transactions.

4.3 The compensation owed by Diamond to Entity related to any Lease shall be as further described in Exhibit D, attached hereto and a made a part hereof. Diamond's payment of any compensation to Entity will be as set forth in the applicable Lease.

Section 5. Insurance:

5.1 Diamond shall maintain in full force and effect throughout the Term commercial general liability insurance with a combined single limit of at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, which insurance shall name Entity as an additional insured.

5.2 Diamond shall purchase and maintain Workers' Compensation as required by statute and Employer's Liability insurance.

5.3 Diamond shall purchase and maintain business automobile liability insurance, applying to owned, non-owned, and hired automobiles in an amount not less than $1,000,000 for bodily injury, including death to any one person, and for property damage on account of any one occurrence. The policy shall insure any vehicle used in connection with Diamond's obligations under this Agreement. A "Waiver of Subrogation" in favor of Entity shall be provided.

5.4 Diamond shall purchase and maintain professional liability insurance that will cover all acts, errors, or omissions and breach or disclosure of personal information by Diamond in the amount of $1,000,000 per claim, with an annual aggregate of at least $2,000,000.

5.5 Diamond shall promptly, upon execution of this Agreement and on an annual basis throughout the Term, furnish certificates of insurance and proof of the required insurance and endorsements demonstrating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

5.6 All insurance carriers will carry and A.M. Best rating of A- or better and be of a financial size category of VIII or larger.

Section 6. Indemnification:

Diamond agrees to indemnify, defend, and hold Entity harmless from and against any and all third party claims, injury, loss, damage, liability, costs or expenses (including reasonable attorneys' fees and court costs) incurred by or asserted against Entity arising from Diamond's negligent acts or omissions, or Diamond's intentional acts, related to the activities set forth in this Agreement. Notwithstanding the foregoing, to the extent permitted by law, Diamond's obligations under this Section shall not apply to any claim or liability to the extent determined by a court, arbitrator, or tribunal of competent jurisdiction to be based upon the negligence, recklessness, or willful behavior of Entity.

Section 7. Termination for Default:

7.1 In the event of a material breach of this Agreement (a "**Default**") by either Party, the non-defaulting Party shall provide the defaulting Party with a written notice of said Default, providing the defaulting Party with at least thirty (30) days to remedy said Default; provided, however, that if any such Default is not capable of being cured within the requisite period of time, then so long as the Party charged with the Default has diligently pursued such cure of the Default within the prescribed period and continues to diligently pursue cure, such Party shall be given the reasonably necessary time, as determined in the reasonable discretion of the non-defaulting party, to cure the Default. If the Default continues after said cure period, the non-defaulting Party may immediately terminate this Agreement.

7.2 **Termination by Entity:** Entity may terminate this Agreement upon ninety (90) days' written notice to Diamond if (i) within three (3) years of the Effective Date, Diamond's marketing efforts have failed to yield any executed Lease agreements with Tenants regarding the Properties or (ii) the needs of Entity require other use of the Properties as determined in Entity's sole discretion. Termination of this Agreement pursuant to this Section 7.2 shall not terminate any active Leases, which Leases may only be terminated by their own terms. Notwithstanding the foregoing, and to the extent such termination is not due to subsection (ii) above, if Diamond has received bona fide interest from a Tenant to collocate on a Property within three (3) years of the Effective Date, Diamond shall be entitled to continue working with such Tenant, post termination, to finalize a Lease. Such Lease shall remain subject to the terms and conditions of this Agreement. For purposes of this Section, "bona fide interest" means a proposal, written expression of interest regarding a specific Property or Properties, commencement of formal negotiation of terms, or other documented expression of specific intent or interest by a potential Tenant regarding a Property. "Bone fide interest" shall not include receipt, general response, or informal communications regarding marketing of properties not specific to a particular Entity Property or Properties.

Section 8. Successors and Assigns:

This Agreement may not be transferred or assigned by Diamond without the express written consent of Entity. To the extent permitted by law and if a transfer or assignment is agreed to by Entity, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Entity and Diamond.

Section 9. Entire Agreement:

This Agreement and the related agreements referred to herein and attached hereto constitute the entire agreement between the Parties with respect to the subject matter herein and shall supersede all prior agreements and understandings, oral or written, between the Parties hereto concerning the subject matter of this Agreement. No Party has made any oral or written representation other than

those set forth in this Agreement, and no Party is entering into this Agreement in reliance on any representation other than those set forth in this Agreement.

Section 10. Notices:

Any notice, approval, waiver, objection, or other communication ("Notice") required or permitted to be given hereunder or given in regard to this Agreement by one Party to the other shall be in writing and the same shall be given and be deemed to have been served and given: (a) if hand delivered, when delivered in person to the address set forth hereinafter for the Party to whom notice is given; (b) if mailed United States mail, postage prepaid, by Certified Mail, Return Receipt Requested, when delivered; or (c) if by overnight delivery by a nationally recognized courier, when received by the other Party. Any Party may change its address for notices by notice theretofore given in accordance with this Section 10:

If to Entity, to:

Medina Valley Independent School District
8449 471 South
Castroville, Texas 78009
Attn: Doug Wozniak

If to Diamond, to:

Diamond Towers V LLC
120 Mountain Avenue
Springfield, New Jersey 07081
Attention: Legal Department

Section 11. Headings:

The headings within this Agreement are intended solely for the convenience of reference and shall not be considered in construing this Agreement.

Section 12. Governing Law:

This Agreement shall be governed in accordance with the laws of the State of Texas, without regard to that State's conflicts laws.

Section 13. Representations and Warranties:

13.1 Each Party represents and warrants to the other Party that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Party and is enforceable in accordance with its terms.

13.2 Diamond represents and warrants that (1) it does not, and shall not for the duration of this Agreement, boycott Israel or (2) the verification required by Section

2271.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of the contract, Diamond shall promptly notify Entity. Further, Diamond shall cooperate with any request by Entity to provide such further information and certifications as Entity may require to establish compliance with Texas Government Code Chapter 2271.

13.3 Diamond represents and warrants that (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, Diamond shall promptly notify Entity. Further, Diamond shall cooperate with any request by Entity to provide such further information and certifications as Entity may require to establish compliance with Texas Government Code Chapter 2274.

13.4 Diamond verifies that (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, Diamond shall promptly notify Entity. Further, Diamond shall cooperate with any request by Entity to provide such further information and certifications as Entity may require to establish compliance with Texas Government Code Chapter 2272.

Section 14. Public Information Act. Diamond acknowledges that Entity must and will comply with Texas Government Code, Chapter 552, the Texas Public Information Act ("PIA") in the release of information, including this Agreement, any Lease, and any information which may be received or produced under this Agreement. Entity will use reasonable efforts to notify Diamond if a request for public information is received which may require Entity to disclose any portion of the information provided by Diamond or any other material that Diamond has clearly marked as proprietary, confidential, or otherwise exempt from disclosure under the PIA so as to allow Diamond the opportunity to seek to protect such materials from public disclosure. However, Diamond acknowledges and agrees that Entity (i) is not obligated to assert or argue on behalf of Diamond that any information provided to Entity is exempt from disclosure, (ii) will disclose information when required by the PIA, and (iii) shall not be liable for the disclosure of any information submitted by Diamond.

Section 15. Limitation on Damages. Neither Party, nor any of the Parties' respective parents, subsidiaries, affiliates, governing body members, directors, officers, partners, shareholders, members, employees, agents, successors, or permitted assigns, will be liable for any special, incidental, indirect, exemplary, punitive or consequential damages of any kind whatsoever, including lost profits, lost revenues, lost data, and other economic losses, however caused and regardless of whether such damages are foreseeable or whether a Party has been advised of their possibility. These limitations on damages will apply regardless of whether the liability arises out of breach of contract, tort, indemnity, or any other theory.

IN WITNESS WHEREOF, this Agreement shall become effective on the Effective Date:

ACCEPTED BY:

Medina Valley Independent School District

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ACCEPTED BY:

Diamond Towers V LLC

BY: _____

PRINT NAME: Michael G. Brett

TITLE: COO

DATE: _____

EXHIBIT A
Included Properties

Castroville Elementary - 1000 Madrid Street, Castroville, TX 78009
LaCoste Elementary - 16069 Uvalde Street, LaCoste, TX 78039
Ladera Elementary - 14750 W. Grosenbacher, San Antonio, TX 78245
Luckey Ranch Elementary - 12045 Luckey River, San Antonio, TX 78252
Potranco Elementary - 190 County Road 381 South, San Antonio, TX 78253
Loma Alta Middle School - 266 County Road 381, San Antonio, TX 78253
Medina Valley Middle School - 8395 FM 471 South, Castroville, TX 78009
Medina Valley High School - 8365 FM 471, Castroville, Texas 78009
DAEP - 284 County Road 373, Rio Medina, TX 78066
Medina Vallaey ISD - Athletics 8365 FM 471, Castroville, TX 78009
MVISD Central Office - 8449 FM 471 S, Castroville, Texas 78009

MVISD HLC - 153 CR 483, LaCoste, Texas 78039
MVISD Facilities - 8752 FM 471, S. Castroville, TX 78009
MVISD Transportation - 8890 CR 483, LaCoste, Texas 78039

EXHIBIT B

Colocation Agreement Form

[ATTACHED]

ANTENNA SITE LEASE AGREEMENT

This Antenna Site Lease Agreement ("**Agreement**') is entered into on this __ day of _____, 202__ (the "**Effective Date**"), by and between Diamond _____LLC, having an office at 120 Mountain Ave., Springfield, NJ 07081, on behalf of itself and its affiliates (hereinafter referred to as "**Diamond**"), a Delaware limited liability company, and _____, having its principal office at _____ (hereinafter referred to as "**Landlord**"), a _____.

WHEREAS, the term "**Premises**" as used in this Agreement refers to the land, improvements or property owned or managed by the Landlord and known as _____, located at _____, in the City of _____, County of _____, State of Texas, , together with a non-exclusive easement for ingress and egress as more particularly described in the attached Exhibit A.

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration recited herein, receipt of which is hereby acknowledged by the Landlord and Diamond, Landlord and Diamond agree as follows:

1. **USE**:

(a) Landlord leases to and grants Diamond exclusive use of the Premises for the installation, removal, operation and maintenance of wireless communications transmission systems of Diamond and/or those individuals or entities (such individuals or entities being hereinafter collectively referred to as "**Licensees**") installing, removing, maintaining and/or operating radio communications systems, video transmission systems and/or other communications transmission systems at the Premises pursuant to separate agreements between Diamond and such Licensees. This equipment and its component parts are hereinafter defined and referred to collectively as the "**System(s)**".

(b) The parties hereto agree that the System(s) and/or equipment may be owned by Diamond and/or Diamond's Licensees and that Diamond shall remain fully responsible for the performance and observation of the duties, conditions and provisions under this Agreement. Diamond shall have the right to post on the Premises, a conspicuous sign giving notice of its exclusive right to the use of the Premises for the installation of such System(s). Said sign shall be no larger than 8.5" X 3.75" and shall be posted in such a manner that no damage will be done to the property of the Landlord.

(c) Diamond or its Licensees will have to perform engineering analysis as to the feasibility of or coverage provided by Systems installed at the Premises. Landlord understands that Diamond and/or its Licensees cannot install the System(s) at the Premises without obtaining all required permits, consents, and approvals of all governmental authorities and agencies or other applicable third parties pertaining to or in connection with the construction, ownership, operation, maintenance or use of the Systems (collectively, the "**Approvals**"). Landlord shall reasonably assist Diamond or its Licensees in obtaining all necessary Approvals, but such assistance shall be

at no cost to Landlord. As a result of the indeterminate time it will take before the necessary Approvals are granted and/or the engineering studies of Diamond or its Licensees are completed, Landlord is aware that there can be no date certain for installation of System(s) at its Premises but Diamond agrees to work in good faith and with due diligence.

2. **TECHNICAL**:

(a) It is understood that the exact model number and types of equipment associated with each System shall be determined upon completion of engineering studies since frequency, coverage pattern, technological improvements and other factors are integral parts of such a determination. It is understood and agreed that the particular equipment associated with each System may include antenna(s) for transmitting and for receiving (being of various sizes and shapes; i.e., poles, panel, parabolic, etc., and which may be installed on the same mounting assembly or at a different level or location), radio base station(s) and cables which are connected to the antenna(s), a video system which may include video and radio components and associated control accessories.

(b) Diamond and Licensees shall be permitted to use the interior and exterior portions of the Premises for the location of antennas and to use the interior portions of the Premises to install, remove, operate, maintain and repair cables, pipes, conduits, cable trays and other associated components in order to connect and operate such System(s).

(c) At Landlord's option and at Diamond's sole expense, Diamond and/or Licensees may utilize the electrical power distribution system installed at the Premises, or Diamond and/or Licensees may make arrangements with the electric utility company to have a separate electric service, billed to and paid directly by Diamond or Licensee, installed upon the Premises solely for the purpose of supplying electrical power to the System(s). In the event that Landlord elects for Diamond and/or the Licensees to utilize the electrical power distribution system installed at the Premises, Diamond and/or the Licensees, at their sole respective expense, will arrange for the electric utility company to install a sub-meter, bearing the relevant certificate of accuracy, to measure the electrical power consumed by equipment of Diamond and/or any Licensees. In such case, Diamond will reimburse Landlord for power consumed. Such reimbursement shall be in addition to the monthly amounts paid or sums paid the Landlord pursuant to the provision of Section 15 and Exhibit B of this Agreement and shall not be included in the calculation of revenue received from the installation of System(s) at the Premises as set forth on Exhibit C attached hereto and made a part of this Agreement. In the event that Landlord elects for Diamond and/or any Licensee to have a separate electric service installed upon the premises, Diamond and/or the Licensee(s) shall make arrangements with the utility company to install the separate electric service, at the sole expense of Diamond and/or Licensee(s), and bill Diamond or Licensee(s) directly for electricity consumed by said system.

(d) Prior to the initial installation of the Systems or any existing utilities, Diamond shall submit to the Landlord, for its approval, plans and specifications for the same. Such approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall approve or reject each submittal by delivering to Diamond a completed Landlord approval form in substantially the form of the Landlord Approval Form attached hereto as Exhibit D ("**Landlord Approval Form**")

within thirty (30) days after receipt of any such submittal from Diamond. In the event that a Diamond submittal is rejected, such Landlord Approval Form shall describe in detail the reason for such rejection and will allow Diamond the opportunity to remedy the specified reasons for rejection if possible. All costs and expenses, including but not limited to the cost of repairs related to the making of any installations and modifications to the Systems or electrical services and meters directly related to the Systems shall be borne by Diamond.

(e) If at any time Diamond reasonably determines that any System(s) installed at the Premises does not materially perform to expectation, or is subject to material interference, or material changes in the surrounding buildings and/or structures limits the System(s) effectiveness, Diamond will have the right to remove said System(s) and cease payment corresponding to the specific System(s) removed. In such event, and at Landlord's option, Diamond shall, at its expense, remove any separate electrical service, if installed, or reverse any modifications to the electrical distribution system of the Premises, and, in all events, Diamond shall restore the Premises to its condition existing prior to said installations or modifications, reasonable wear and tear excepted.

3. **INTERFERENCE**:

(a) Should it be reasonably determined that the System(s) installed by Diamond and/or any Licensee cause any interference to the radio, television or other electronic components of Landlord or the tenants within Landlord's building, then Diamond will immediately provide whatever expertise and equipment is necessary for the elimination of the interference at the sole expense of Diamond. If the interference cannot be eliminated by ordinary means, using accepted engineering practices, then components of the offending System(s) shall be removed from the Premises by Diamond or any Licensee upon written request of Landlord.

(b) Diamond represents that, prior to entering into this Agreement, it will exercise due diligence in reviewing the Premises and existing uses on or near the Premises to reasonably determine that it is appropriate for the intended use without interference, and will continue to exercise such due diligence prior to any installation(s) by Diamond or any Licensee. In the event the Landlord or Landlord's tenants install electronic equipment after the date of installation(s) by Diamond or any Licensee and such equipment causes material interference to the System(s) of Diamond or any Licensee, then, Diamond shall notify Landlord and the Parties agree to work in good faith to try to determine solutions to mitigate or resolve the interference problem, including removing or relocating the offending equipment. In the event interference is material and unable to be rectified, Diamond shall have the right, but not the obligation, to terminate this Agreement upon thirty (30) days' written notice to Landlord.

4. **QUIET ENJOYMENT**: Landlord covenants and agrees that, upon Diamond's observing and performing all the terms of this Agreement, Diamond and all Licensees may peacefully and quietly enjoy the Premises, subject to the terms and conditions of this Agreement.

5. **CONDITION OF PREMISES:** Diamond acknowledges that it has independently and personally inspected the Premises and that it has entered into this Agreement based upon such examination and inspection. Diamond accepts the Premises in their current condition, "AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER,

EXPRESS OR IMPLIED," other than the warranty of quiet enjoyment; specifically, without limiting the generality of the foregoing, Diamond accepts the Premises without any warranty of (a) the nature or quality of any construction, structural design or engineering of any improvements currently located at or constituting a portion of the Premises, (b) the quality of the labor and materials included in any such improvements, or (c) the suitability of the Premises for any particular purposes or development potential.

6. **WAIVER OF CONSUMER RIGHTS UNDER DTPA:** AS A MATERIAL CONSIDERATION FOR LANDLORD'S ENTERING INTO THIS AGREEMENT, DIAMOND HEREBY WAIVES ANY RIGHTS IT MAY HAVE UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET. SEQ., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, DIAMOND VOLUNTARILY CONSENTS TO THIS WAIVER.

7. **ACCESS**: Landlord hereby authorizes Diamond and its Licensees and their respective officers, agents, assigns, representatives, employees, contractors, subcontractors, and clients to access the aforementioned Premises for the purpose of installing, removing, operating, repairing and maintaining the System(s). Access to the Systems shall be scheduled by Diamond with Landlord in advance, on no less than forty-eight (48) hours written notice, during normal working hours on normal business days. Diamond shall schedule access in accordance with this Section by calling the following number _____ or via email at _____. Any persons accessing the Premises shall be required to comply with all Landlord safety, security, and access protocols and requirements. In the case of an emergency or material equipment malfunction, access to the System(s) will be permitted at any reasonable time, subject to reasonable security, safety and identification procedures required by the Landlord and/or applicable law.

8. **OWNERSHIP**: Any System(s) installed by Diamond and/or any Licensee upon the Premises, including but not limited to the antennas, poles, accessories and other components, shall remain the personal property of Diamond or the Licensee, as the case may be, and shall not be deemed fixtures. Landlord agrees to do nothing to intentionally destroy said System(s) identification or cloud the ownership of the above-described property.

9. **NO LIABILITY**: Landlord does not assume any liability for the System(s) installed at the Premises nor does it guarantee the proper installation, removal, operation, security or maintenance of any System(s) installed thereon.

10. **INSURANCE**: Diamond shall furnish a Certificate of Insurance to Landlord, naming Landlord as holder, to cover any damage that may arise by virtue of the installation, removal, operation or maintenance of the System(s). Throughout the initial term and any renewal term of this Agreement, Diamond shall procure and maintain commercial general liability insurance with a combined single limit of at least One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate, which insurance shall include Landlord as additional insured. Diamond shall require all of its Licensees, contractors and subcontractors to maintain general liability insurance coverage in an amount equal to that specified in this Section 10. Diamond shall promptly, upon execution of this Agreement and on an annual basis throughout

the Term, furnish certificates of insurance and proof of the required insurance and endorsements demonstrating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage. All insurance carriers will carry an A.M. Best rating of A- or better and be of a financial size category of VIII or larger.

11. **INDEMNIFICATION AND HOLD HARMLESS**: In addition to, and without limiting, any other indemnification obligations in this Agreement, Diamond will defend, indemnify, and hold harmless Landlord and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, arising out of or related to: (a) injury or death to any person or damage to property related to the acts of Diamond or its agents, employees, contractors, invitees, licensees, or sublessees on Landlord's property; and (b) Diamond's negligence, misconduct, breach of contract, or other failure to comply with its obligations under this Agreement, or infringement or violation of a third-party's intellectual property or privacy right. Notwithstanding the foregoing, Diamond shall have no obligation to indemnify and hold harmless Landlord and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, to the extent determined by a court, arbitrator, or tribunal of competent jurisdiction to have been caused by Landlord's negligence or willful misconduct.

12. **COMPLIANCE**:

(a) Diamond shall comply with all federal, state, and local rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities, and shall require the same compliance by all Diamond Licensees, agents, contractors, and subcontractors. Diamond shall defend, indemnify, and hold harmless Landlord for any claims, suits, actions, liability, loss, or damage caused by the noncompliance by Diamond, its employees, agents, contractors, and Licensees.

(b) Without limiting any other compliance requirements in this Agreement or under applicable law, Diamond shall comply with all applicable requirements of Texas Government Code §2252.909 (Required Lease Terms for Lease of Public Property), or any successor statute. Diamond shall:

(i) Include in each contract for the construction, alteration, or repair of an improvement on the Premises a condition that the contractor (A) execute a payment bond that conforms to Subchapter I, Chapter 53, of the Texas Property Code; and (B) execute a performance bond in an amount equal to the amount of the contract for the protection of Landlord and conditioned on the faithful performance of contractor's work in accordance with the plans, specifications, and contract documents; and

(ii) Provide Landlord a notice of commencement, as set forth herein, at least 90 days before the date the construction, alteration, or repair of any improvement to the

Premises begins. The notice of commencement under this subsection must (A) identify the public property where the work will be performed; (B) describe the work to be performed; (C) state the total cost of the work to be performed; (D) include copies of the performance and payment bonds required under subsection (e)(i); and (E) include a written acknowledgement signed by the contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

(iii) On or before the 10th day after Landlord receives a notice of commencement for the construction, alteration, or repair of an improvement to leased property required under subsection (e)(ii), Landlord may notify Diamond that the construction, alteration, or repair may not proceed.

(iv) Diamond acknowledges that, pursuant to Texas Government Code §2252.909(e), a person commits an offense (Class A misdemeanor) if the person materially misrepresents information in a notice of commencement.

13. **CASUALTY & CONDEMNATION**:

(a) In the event of any damage to or destruction of or condemnation of the Premises or any part thereof which renders the Premises unusable or inoperable through no fault of Diamond, Diamond shall have the right, but not the obligation, to elect within thirty (30) days of the date of the casualty or other harm to terminate this Agreement and all of its duties and obligations herein by giving written notice to Landlord after such damage, destruction or condemnation, if by virtue of such casualty, Diamond reasonably determines that the Premises are no longer adequate for Diamond to continue its material operations or the operations of any Licensee or any necessary repairs to the Premises have not been completed or cannot be reasonably completed within one hundred eighty (180) days from the date of the damage. If Diamond does not terminate this Agreement the amount of compensation payable to Landlord herein shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises. Diamond shall be fully responsible, including obtaining insurance coverage for its own protection from losses from any damages to Systems or other equipment or personal property placed at the Premises, and Landlord shall not directly or through insurance be liable for any loss to such Systems, equipment, or property, except to the extent caused by Landlord's negligence or willful misconduct and, in such event, only to the extent permitted by law.

(b) In the event of condemnation, unless Diamond and the Licensees are allowed by the condemning authorities to continue its operation on the Premises, this Agreement may be terminated by Diamond as of the date title to the lands vests in the condemning authority or the date Diamond is required to cease its operation, whichever is earlier. Diamond shall be entitled to seek its own award from the condemning authority.

14. **DEFAULT AND TERMINATION**: Except as otherwise provided in this Agreement, this Agreement may be terminated without any penalty or further liability upon written notice as follows:

(a) In the event either party shall default in its obligations under this Agreement and such default is not cured within sixty (60) days from the date of receipt of written notice from the non-defaulting party to the defaulting party, the non-defaulting party shall have the right to terminate this Agreement. Notwithstanding the foregoing, if the defaulting party commences and continues to cure the default within such period, the defaulting party shall have reasonable, additional time (not to exceed forty-five (45) days) to cure the default;

(b) Upon thirty (30) days' written notice by Diamond to Landlord, if Diamond is unable to obtain or maintain through no fault of Diamond, any license, permit or other governmental approval necessary for the construction and/or operation of the Systems or Diamond's business; or

(c) By Diamond for any or no reason upon three (3) month's advance written notice from Diamond to Landlord, and upon payment of a termination fee to Landlord in an amount equal to twelve (12) months of compensation as calculated using the manner and rate specified on Exhibit B.

(d) By Landlord as set forth in this Section 14(d). As a governmental entity, Diamond acknowledges that, by entering into this Agreement, Landlord is not relinquishing, and may not relinquish, the authority of its governing body to control the property's use or allow the Agreement to interfere with the property's public purpose. After the tenth (10^{th}) anniversary of the Effective Date, to the extent Landlord's governing body determines that the Agreement will no longer serve a public purpose or that the Premises is required for other purposes, Landlord may, upon at least one hundred eighty (180) days' written notice to Diamond, terminate the Agreement at the end of its then current term. Such notice shall include a detailed reason and/or justification for the termination. Further, in the event a need arises on the part of Landlord to use the Premises for the governmental entity's own purposes after the tenth (10^{th}) anniversary of the Effective Date, Diamond agrees to work with Landlord to modify the Agreement to accommodate such use or, if such accommodation is not possible, Landlord may terminate the Agreement upon at least one hundred eighty (180) days' written notice or shorter notice if required by law or public emergency. Regardless of whether during or after the initial term, nothing in this Agreement shall be deemed to prohibit Landlord's right and ability, as a governmental entity, to use the Premises or take any action, regardless of the potential for interference with the Premises, to the extent required in a declared public emergency or when otherwise required by law. However, Landlord shall use all commercially reasonable efforts to avoid and minimize the duration and effect of any such interference.

Prior to any termination by Landlord, Landlord and Diamond shall use best efforts to find a mutually agreeable location on the Property or other property owned or controlled by Landlord for Diamond to relocate the Systems to or build a new tower. In the event the parties find a mutually agreeable location on the Property for the relocation of the Systems, the parties shall enter into a lease agreement on identical terms to this Agreement. During the negotiation of a mutually agreeable location, and prior to execution of the new lease agreement, Diamond shall provide Landlord with an estimate of the cost for relocating the Systems and related carrier equipment to the proposed new location(s) ("Estimated Relocation Cost") for the Entity's understanding and consideration as to how collection of rent might be impacted, and Diamond shall be entitled to an abatement of rent under the new agreement in an amount equal to the actual

cost to Diamond to relocate the Systems and related carrier equipment up to the Estimated Relocation Cost.

15. **COMPENSATION**: During the term of this Agreement, including any renewals, Diamond shall have the exclusive right to collect all rents and other lease or licensee fees from Licensees. Diamond shall compensate Landlord in the manner and at the rate specified in Exhibit B attached hereto and made a part hereof, on or before the last day of the month following Diamond's receipt of Licensee's payment. In no event shall Diamond be required to compensate Landlord any amount that has not been actually received by Diamond from Licensee. Diamond will maintain accurate books and records of accounting, in accordance with generally accepted accounting principles, for the determination of amounts owed and payments to be made under this Agreement. Upon reasonable notice, and once per calendar year, Landlord or its designee shall have the right, during regular business hours, to inspect the books and records of Diamond relating to determination of amounts owed and payments required to be made under this Agreement.

16. **TAXES**. Landlord, a governmental entity, is generally exempt from taxation and shall be required under this Agreement to pay any taxes for which it is exempt. Diamond shall be responsible for the payment of any personal property taxes assessed on, or any portion of such taxes attributable to, the Systems, if any. If Landlord receives a tax assessment or bill for any personal property taxes on or attributable to the Systems, Landlord shall furnish Diamond a copy within thirty (30) days of receipt by Landlord or Landlord's representative, a copy of the tax assessment or bill for any personal property taxes which are assessed on, or any portion of such taxes attributable to, the Systems, if any. Landlord hereby represents and warrants, to the best of its knowledge as of the date of this Agreement, that Landlord's Premises on which the Systems are located (or are to be located) is not subject to any "Conservation Use Covenant", "Greenbelt Covenant" or any conservation use program which restricts or limits development of the Premises.

17. **TERM**:

(a) The initial term of this Agreement shall be a period of five (5) years commencing on the Effective Date. During the term of this Agreement, Diamond shall have the exclusive right to install, remove, operate, and maintain wireless communications System(s) at the Premises with the sole exception being Landlord's own equipment used for its personal or its business use. Diamond shall have the right to extend the period of this Agreement for five additional successive five (5) year terms upon the same terms and conditions set forth herein. This Agreement shall automatically be extended for each successive renewal term unless Diamond notifies Landlord in writing at least ninety (90) days before the expiration date of the then current term of Diamond's intention not to extend the relevant term.

(b) During the term of this Agreement and any renewals thereof, Landlord will not permit a Licensee or a potential Licensee to by-pass Diamond or to negotiate directly with the Landlord for the rental of space on the Premises.

(c) Except as otherwise provided herein, should a Licensee or potential Licensee approach the Landlord directly or indirectly, Landlord will refer the Licensee to Diamond and

Landlord will not negotiate directly or indirectly with a Licensee or potential Licensee related to rental of space on the Premises.

18. **AUTHORITY**: By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

19. **INTEGRATED AGREEMENT**: This Agreement and all exhibits and amendments attached hereto represent the full and complete agreement between the parties.

20. **MODIFICATIONS**: Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by an authorized representative of both parties.

21. **SEVERABILITY**: The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

22. **SUBORDINATION AND NON-DISTURBANCE**. To the extent applicable, this Agreement shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "**Mortgage**") made by Landlord which may now or hereafter encumber the Premises, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Diamond agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such holder shall recognize and confirm the validity and existence of this Agreement and that Diamond shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement as long as Diamond is not in default of this Agreement beyond applicable notice and cure periods. Landlord and Diamond shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Premises are encumbered by a Mortgage on or after the Effective Date, Landlord, no later than ten (10) days thereafter, shall use commercially reasonable efforts to obtain and furnish Diamond with a non-disturbance and attornment agreement in recordable form from the holder of each Mortgage.

23. **ASSIGNMENTS AND SUBLEASES**. Except as provided in this Section, Diamond may not sell, transfer, assign, sublease, or convey any portion of its interest in this Lease or the Premises. Notwithstanding the foregoing, if an event of default has not occurred and is continuing, Diamond may, upon written notice to Landlord, (i) sublease space on the Tower Facilities and within the Premises to third parties, (ii) assign its interest in the Agreement to any party who (a) has a proven history of operating communication towers, (b) has a net worth of at least Fifteen Million and 00/100 Dollars ($15,000,000.00) and (c) assumes in writing the obligations of Diamond under this Agreement, (iii) mortgage its interest in this Agreement and the leasehold interest created hereby to third party lenders in bona fide loan transactions, which mortgage shall not be deemed a lean or mortgage on Landlord's property and any records filing regarding the mortgage shall clearly state that fact, and (iv) assign its interest in this Agreement and the leasehold interest created hereby to Affiliates, as hereinafter defined. For purposes hereof, "Affiliates" shall mean, as to any party to this Lease, any individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity of whatever nature,

which, directly or indirectly, is in control of, is controlled by, or is under common control with, such party. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (i) vote 10% or more of the securities having ordinary voting power for the election of directors of such entity, or (ii) direct or cause the direction of the management and policies of such entity whether by contract or otherwise. Except as provided above, any attempt by Diamond to sell, transfer, encumber, assign or convey its leasehold estate or any interest in the estate without the prior, written consent of Landlord shall be null and void.

24. **SURVIVORSHIP**: This Agreement shall be binding upon the successors, heirs and permitted assigns of the parties. This Agreement shall run with the Premises.

25. INTENTIONALLY DELETED.

26. **ESTOPPELS**. Either party may request, in writing, that the other party certify information regarding the existence and terms of this Agreement to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) business days after receipt of written request and, subject to any specific qualifications or disclaimers stated in the certification, may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Agreement; (ii) the extent to which this Agreement has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any asserted offsets, counter-claims or defenses on the part of the other party to which the certifying party has actual notice; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

27. **RECORDATION**: Diamond, at its option, shall have the right to record a memorandum of this Agreement in the form of the Memorandum of Antenna Site Lease Agreement attached hereto as Exhibit E with the county clerk's office in which the Premises is located and/or the county clerk's office in which this Agreement was executed.

28. **HAZARDOUS SUBSTANCE:**

(a) Landlord represents and warrants that to its knowledge without duty of inquiry, the Premises are free of any Hazardous Substance. "**Hazardous Substance**" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. With prior written notice to Landlord, Diamond shall have the right, but not the duty, to enter upon the Premises and conduct, at Diamond's sole cost and expense and for its sole use and benefit, an environmental assessment to determine the presence of hazardous substances within, on, or under the Premises, provided that Diamond shall not undertake any subsurface environmental testing without the prior consent of Landlord, which may be withheld in the sole discretion of Landlord.

(b) During the Term of this Agreement, Diamond shall not cause or authorize the presence, use, storage and/or disposal of any Hazardous Material on or under the Premises by Diamond, its Licensees, agents, employees, business invitees, or contractors. Notwithstanding the foregoing, Diamond, and its licensees, sublicensee, sublessees, and/or subtenants shall have the right to install backup generators on the Premises and such installation shall not be a violation of this Section. Diamond shall comply, and require all agents, employees, business invitees, contractors, licensees, and sublessees to be in compliance with all applicable laws, rules, regulations and orders. Diamond shall defend, indemnify, protect, and hold Landlord harmless from and against all claims, costs, fines, judgments, and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Premises caused by the acts, omissions, or negligence of Diamond, its Licensees, sublessees, agents, employees, business invitees, or contractors. The foregoing indemnity shall survive any termination of this Agreement.

29. **NOTICES**: All notices required under or permitted by this Agreement shall be given and served in writing, either delivered personally or sent by overnight courier, providing proof of such service, and addressed to the following parties:

If to Landlord, to:

_____
_____
_____

If to Diamond, to:

Diamond _____ LLC
120 Mountain Ave.
Springfield, New Jersey 07081
Attention: Legal Department

With a copy to:

Diamond _____ LLC
120 Mountain Ave.
Springfield, New Jersey 07081
Attention: Lease Administration

30. **DIAMOND'S RENTAL STREAM OFFER**. If at any time after the date this Agreement, Landlord receives and is formally considering acceptance of a bona fide written offer from a third-party seeking assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), Landlord shall promptly notify Diamond and, subject to any confidentiality requirements in the Rental Stream Offer, furnish Diamond with a copy of the Rental Stream Offer. To the extent permitted by law, Diamond shall be given a twenty (20) day opportunity after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of

the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. Landlord agrees to consider any such offer from Diamond in good faith. However, Diamond acknowledges and agrees that nothing herein shall obligate Landlord to consider or approve any Rental Stream Offer, including that of Diamond, and any contract shall be subject to Landlord's determination of best value, requirements of law, and approval of Landlord's governing body.

31. **WAIVER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES:** To the full extent such may be disclaimed by law, neither Party will assert any claim whatsoever against the other for loss of anticipatory profits or any other indirect, special, incidental or consequential damages.

32. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Systems or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Landlord consents to Diamond's right to remove all or any portion of the Systems from time to time in Diamond's sole discretion and without Landlord's consent.

33. **REMOVAL OF PERSONAL PROPERTY.** On or after termination of this Agreement, Diamond shall, at its sole cost and expense, remove the Systems and all other personal property and improvements which Diamond or its Licensees, sublessees, agents, or contractors has installed or otherwise located on the Premises. Diamond shall reasonably restore the Premises to its original condition within sixty (60) days and shall continue to pay compensation as required by this Agreement until removal is completed. If any such property or equipment, including improvements, is not removed from the Premises within the required time, such items shall be deemed abandoned, and Landlord shall be entitled to remove the remaining items and invoice Diamond for all actual costs of doing so and Diamond shall remit payment of such invoice to Landlord within thirty (30) days of receipt.

34. **MISCELLANEOUS**

(a) This Agreement constitutes the entire agreement and understanding of Landlord and Diamond with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by Landlord and Diamond.

(b) This Agreement shall be construed in accordance with the laws of the state in which the Premises is situated.

(c) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(d) Whenever under this Agreement the consent or approval of Landlord is required or a determination must be made by Landlord, no such consent or approval shall be unreasonably

withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(e) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(f) Diamond acknowledges that Landlord is a governmental entity and may disclose any and all information, including the terms of this Agreement, where required under the Texas Public Information Act or other applicable law. To the extent Diamond asserts any of its information is confidential or proprietary, Diamond must clearly mark it as such. However, nothing herein or in such marking shall be deemed to prohibit Landlord, from disclosing such information to its attorneys, consultants, or other contractors with a need-to-know, to regulating agencies, or as required by law, including, but not limited to, any judicial or administrative order, subpoena, or open records ruling of the Texas Attorney General under the Texas Public Information Act.

(g) Authority. By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

{Signatures on following page}

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LANDLORD:	DIAMOND:
[_____]	Diamond _____ LLC
Draft Only – Not for Signature	*Draft Only – Not for Signature*
Name: _____	Name: Michael G. Brett
Title: _____	Title: CFO
Date: _____	Date: _____

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EXHIBIT A

PREMISES

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EXHIBIT B

COMPENSATION

Landlord shall be compensated on a monthly basis during the term of this Agreement and any renewals thereof at a rate of _____ percent (___) of the total revenue collected by Diamond less (i) any maintenance, monitoring, insurance, utilities and other operational expenses and additional rents to third parties, incurred by Diamond, and (ii) any taxes, fees, assessments, surcharges or other expenses payable by Diamond to any governmental authority or any third party for Diamond's or a Diamond Licensee's operation on such Property.

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EXHIBIT C

Formula for Electrical Consumption Reimbursement

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EXHIBIT D

FORM OF LANDLORD APPROVAL FORM

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EXHIBIT E

FORM OF MEMORANDUM OF ANTENNA SITE LEASE AGREEMENT

After recording, return to:
Legal Department
Diamond _____ LLC
820 Morris Turnpike, Suite 104
Short Hills, New Jersey 07078

Site Name:

Memorandum of Antenna Site Lease Agreement

This memorandum evidences that a lease ("**Lease**") was made and entered into by written Antenna Site Lease Agreement dated _____, 20__, between _____ ("**Landlord**") and DIAMOND _____ LLC ("**Diamond**"), the terms and conditions of which are incorporated herein by reference.

Such Lease provides, in part, that Landlord leases to Diamond the premises (the "**Premises**") described in Exhibit A attached hereto and located at _____, City of _____, County of _____, State of Texas. The term of the Lease is for five (5) years commencing on _____, 20__, which term is subject to five (5) additional five (5) year extension periods .

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

LANDLORD:

[_____]

Exhibit Only – Not for Signature

DIAMOND:

DIAMOND _____ LLC

Exhibit Only – Not for Signature

DRAFT

* Final Memorandum will have appropriate state notary blocks.

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EXHIBIT C

Ground Lease Agreement Form

[ATTACHED]

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made this __ day of _____ 202__, by and between _____ ("Optionor") and DIAMOND TOWERS V LLC, a Delaware limited liability company ("Optionee").

I. OPTION TO LEASE

1. Grant of Option. For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option ("Option") to lease a certain parcel of real property, located at_____ , _____, _____, more particularly described on Exhibit "A", and survey or site plan shown on Exhibit "A-1", attached hereto ("Leased Premises"); together with an easement, or easements, for ingress, egress and utilities for the duration of the lease on the property which is more particularly described on Exhibit "B" attached hereto ("Easement"). Optionor agrees and acknowledges the Optionee may, at Optionee's sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easement, and that the legal description of the Leased Premises and the Easement, as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easement.

2. Option Initial Term. The initial term of this Option shall be for twenty four (24) months from the Effective Date ("Option Initial Term").

3. Consideration for Option. Consideration for the Initial Term of the Option granted hereunder shall be Two Thousand and 00/100 Dollars ($2,000.00) ("Option Consideration").

4. Extension of Option. This Option can be extended at the discretion of Optionee for one (1) additional period of twelve (12) months ("Option Renewal Terms") by Optionee paying to Optionor the additional consideration of One Thousand and 00/100 Dollars ($1,000.00) prior to the expiration of the Option Initial Term or any Option Renewal Term. No more than two (2) total Optional Renewal Terms will be allowed hereunder unless agreed to by Entity in writing. The Option Initial Term and all Option Renewal Terms shall hereinafter be referred to collectively as the "Option Term."

5. Optionor's Representations and Warranties. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that, as of the date of this Agreement:

(a) To the knowledge of Optionor, without duty of inquiry or conducting a title search, Optionor has good title to the Leased Premises and the Easement;

(b) To the knowledge of Optionor, Optionor has the authority to enter into and be bound by the terms of this Option;

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(c) To the knowledge of Optionor, there are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise affect the Leased Premises; and

(d) To the knowledge of Optionor, the Leased Premises are not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option, subject to Optionors retention of its authority to manage and control its governmental owned property and use the Leased Premises when required for Optionor's public purposes during the Option Term, and Optionor covenants that it shall not grant an option or enter into any contract which will affect the Leased Premises or the Easement until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

6. Inspections and Investigations. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Leased Premises and the Easement at any time after the Effective Date, upon at least seventy two (72) hours prior written notice to Optionor, to perform, or cause to be performed, test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Leased Premises and the Easement. Optionor shall provide Optionee with any necessary keys or access codes to the Leased Premises if needed for ingress and egress. Optionee shall not unreasonably interfere with Optionor's use of the Leased Premises or the Easement in conducting these activities, and shall comply with all Optionor safety, security, and access protocols and requirements. Notwithstanding any provision to the contrary contained in this Agreement, Optionee shall not have the right to undertake any subsurface environmental testing on the Leased Premises without the prior written consent of Optionor, which consent may be withheld in the sole discretion of Optionor. Optionee shall have the right, at its cost and expense, to have the Leased Premises and the Easement surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easement from the title insurance company of its choice. Optionor shall, at its option, remove any survey or title defects, which will adversely affect Optionee's leasehold title or its ability to insure or mortgage the leasehold interest or, if Optionee will not accept any survey or title defects, Optionee may declare this Option to be void and of no further effect in which case there shall be no further liability on the part of Optionee to Optionor.

7. Further Acts. Optionor shall cooperate with Optionee's reasonable requests in executing documents as may be necessary to establish Optionee's rights under this Option or Optionee's use of the Leased Premises and the Easement and to take such action as may reasonably be required to effect the intent of this Option, at the sole cost and expense of Optionee. Notwithstanding the foregoing, Optionee shall have no obligation to pay Optionor's legal fees associated with such actions. Optionee shall be responsible for the filing of any applications with federal, state and local governmental authorities which applications relate to Optionee's Intended Use of the Leased Premises including but not limited to land use and zoning applications. To the extent applications may require Optionor approval, inclusion, or submission,

Optionee shall provide such applications to Optionor for review and approval with reasonable and sufficient time (which shall be no less than ten (10) Optionor business days) to review.

8. Assignment of Option. This Option may be sold, assigned or transferred at any time by Optionee upon the written consent of Optionor, which consent shall not be unreasonably withheld, conditioned, or delayed, with respect to any assignment of this Agreement by Optionee. Upon written approval of Optionor to such sale, assignment or transfer, and the completion of such sale, assignment, or transfer, Optionee shall be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action. Notwithstanding the foregoing, Optionee may assign this Option to an Affiliate, as hereinafter defined, of Optionee without Optionor's consent. Optionee shall provide written notice to Optionor of such Affiliate assignment.

9. Change in Status or Property. If during the Option Term, or during the Term, if the Option is exercised, Optionor/Lessor decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Lessor's contiguous, adjoining or surrounding property (the "Surrounding Property"), or in the event of a threatened foreclosure on any of the foregoing, Optionor/Lessor shall immediately notify Optionee/Lessee in writing. Optionor/Lessor agrees that during the Option Term, or during the Term if the Option is exercised, Optionor/Lessor shall not initiate or consent to any change in the zoning of the Premises which would adversely impact the zoning status of the Tower, the property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Optionee/Lessee from using the Premises for the Intended Use, as further defined herein, unless such change is determined, in Optionor's sole discretion, to be necessary for its own use of property for its governmental/public purposes. Any and all terms and conditions of the Agreement that by sense or context are intended to be applicable during the Option Term shall be so applicable.

II. GROUND LEASE AGREEMENT

10. Exercise of Option. Upon the tender of written notice of Optionee's intent to exercise the Option, the following lease provisions ("Lease") shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor, and Optionee shall thereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

11. Use. The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure or towers, associated antennas, equipment shelters or cabinets, buildings, fencing and related facilities and activities ("Intended Use"). Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's Intended Use of the Leased Premises (the "Governmental Approval"). Lessee shall prepare, execute and file all required applications to obtain Governmental Approval for the Intended Use. Lessor agrees to reasonably assist Lessee with such applications and with obtaining and maintaining

Government Approvals. Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease. In the event Lessee desires to modify or upgrade the Tower Facilities, as further defined herein, in a manner that requires an additional portion of the property (the "Additional Premises") for such modification or upgrade, Lessee shall notify Lessor such that the parties may seek to negotiate a Lease for Additional Premises, as may be available and appropriate, upon the same terms and conditions set forth herein, except that Rent, as further defined herein, shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then current per square foot rental rate charge by Lessor to Lessee times the square footage of the Additional Premises. Nothing herein shall be deemed to require Lessor to lease Additional Premises or to guaranty the availability of any property not within the Leased Premises for lease.

12. Legal Compliance. Lessee will comply with and abide by all federal, state, and local laws and regulations in its performance under this Lease and its use and activities on the Leased Premises, Easement, or other Lessor property, including, but not limited to, obtaining, at its sole expense, all licenses, permits, or regulatory or governmental approvals that may be required. Lessee shall further require the same compliance by its contractors, licensees, or sublessees in all agreements. Lessee shall defend, indemnify, and hold harmless Lessor for any claims, suits, actions, liability, loss, or damage arising out of any noncompliance by Lessee, its employees, agents, contractors, licensees and sublicensees.

13. Initial Term. The term of this Lease shall be ten (10) years commencing on the Commencement Date, as that term is defined in Section 10 above, and terminating on the tenth (10th) anniversary of the Commencement Date ("Initial Term").

14. Renewal Terms. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect. If Lessee remains in possession of the Leased Premises after the termination of this Agreement, then Lessee shall be deemed to be occupying the Leased Premises on a month to month basis ("Holdover Term"), subject to the terms and conditions of this Agreement. Hereinafter, the Initial Term, any Renewal Term and any Holdover Term may be collectively referred to as the "Term."

15. Rent. Commencing on the first day of the calendar month following the date that Lessee commences construction on the Leased Premises ("Rent Commencement Date"), during the Initial Term and each Renewal Term of this Lease, Lessee shall pay to Lessor the amount of rent ("Rent") provided in the Rent Schedule attached hereto as Exhibit "C", which shall be deemed to include any applicable state, county or local sales or use tax from which Lessor is not exempt. It shall be the sole responsibility of the Lessor to remit payment of any applicable state, county or local sales or use tax related to the Rent from which Lessor is not exempt to the appropriate taxing authority. Nothing herein shall be deemed to impose on Lessor the obligation to pay taxes from which it is exempt. Rent shall be payable in advance on or before the fifteenth

(15th) day of each calendar month, and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice in writing to Lessee. If the Commencement Date, or the date of termination (the "Termination Date"), of this Lease is other than the first (1st) day of a calendar month, Rent shall be prorated. In the event of termination for any reason, other than nonpayment of Rent, all advance Rent paid to Lessor with respect to the period after the Termination Date shall be refunded to Lessee.

16. Lessor's Representations and Warranties. Lessor further represents and warrants that, to its actual knowledge as of the date of this Agreement and without duty of inquiry, there are no easements, licenses, rights of use or other encumbrances on the Leased Premises which will materially interfere with or constructively prohibit Lessee's Intended Use of the Leased Premises. Lessor further represents and warrants that, to its actual knowledge as of the date of this Agreement, the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

17. Conditions Subsequent. Lessee represents that it has exercised due diligence in its review of the Leased Premises to determine that its Intended Use is not actually or constructively prohibited by any laws, rules, or regulations. In the event that, despite Lessee's exercise of due diligence, Lessee's Intended Use of the Leased Premises becomes actually or constructively prohibited through no fault of Lessee or the Leased Premises becomes, in Lessee's commercially reasonable opinion, unacceptable to Lessee, then Lessee shall have the right to terminate this Lease. In the event that Lessee terminates solely due to its opinion that the Leased Premises are unacceptable, but the Intended Use is not actually or constructively prohibited, Lessee shall pay Lessor a termination fee of two (2) months' Rent.

18. Interference Lessee represents that, prior to entering into this Agreement, it has exercised due diligence in reviewing the Leased Premises and existing use of property adjacent to the Leased Premises to reasonably determine that it is appropriate for the Intended Use without interference. In the event a subsequent change of use by Lessor, its lessees, licensees, invitees, or agents to any portion of adjacent real property owned by Lessor materially interferes with the wireless communications operation of Lessee, any such interference extending for more than forty-eight (48) hours may be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to take commercially reasonable action , to the extent permitted by law, to terminate said interference. Prior to Lessee exercising any rights under this Agreement regarding interference, Lessee agrees to notify Lessor of the interference and work with Lessor in good faith to promptly determine the source of interference and reasonable options to rectify the interference. Further, upon Lessor providing Lessee advanced notice of any anticipated or potential changes on Lessor's adjacent property, Lessee agrees to work with Lessor in good faith to determine in advance any potential areas of interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Except where may be required for Lessor's necessary governmental operations, compliance with law, or to address an emergency or critical situation, Lessor will not grant after the Effective Date, a lease, license or any other right to any third party, if it reasonably believes that the exercise of such grant may materially and adversely affect

or interfere with the Tower Facilities, the operations of Lessee or the rights of Lessee under this Agreement. Lessor will notify Lessee in writing prior to granting any third party the right to install and operate wireless cellular communications equipment within one (1) mile of the Leased Premises. For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the property or Surrounding Property that causes material electronic or physical obstruction with, or degradation of, the communication signals from the Tower Facilities.

19. Improvements; Utilities, Access and Landscaping.

(a) Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, tower(s), a structural tower base(s), radio transmitting and receiving antennas, communications equipment, equipment cabinet(s) and/or shelter(s) and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the Term and shall be fully removed, and the property restored, by Lessee upon termination of this Lease at Lessee's sole expense. Lessor shall have the right to require a decommissioning bond in favor of Lessor as security for Lessee's obligation to remove the Tower Facilities, in form and substance reasonably satisfactory to Lessor, if (i) the Lease is assigned to an entity with a net worth of less than five-million dollars ($5,000,000) and (ii) a bond is not already required in the jurisdiction where the Leased Premises are located. Lessor grants Lessee the right, to the extent permitted by law, regulations, and local ordinance, to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs to the extent necessary to prevent interference with or falling upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee the Easement in Exhibit "B" and may, as necessary, grant additional, non-exclusive easements as agreed to by the Parties in writing in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. In the event that the tower to be constructed by Lessee on the Leased Premises is a guyed tower, Lessor also grants Lessee an easement over Lessor's real property during the Initial Term and any Renewal Term of this Lease for any guy wires and guy wire anchors. If Lessee elects to utilize a small Unmanned Aircraft System ("UAS") in connection with the installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property or Leased Premises, Lessor hereby grants Lessee, or any small UAS operator acting on Lessee's behalf, express permission to fly over the applicable Property and Leased Premises, and consents to the use of audio and video navigation and recording in connection with the use of the small UAS. Lessee must coordinate all small UAS operations with Lessor in advance and shall ensure all such operations shall only be performed by persons with a valid FAA remote pilot in command certification, or other certification or license legally required for such operations, and shall ensure safe operation and use all necessary and reasonable efforts to limit audio and video recording to the Leased Premises, and avoid any audio or video recording of students or private property.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Leased Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to

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bring utilities across or under) the Easement to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation (other than compensation of direct costs, if any) from Lessee or Lessee's licensee(s) or sublessee(s). Lessor may, as appropriate, execute a separate written easement to the Lessee or to the utility company providing the service, in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall, at all times during this Lease, enjoy ingress, egress, and access from the Leased Premises to an open and improved public road which presently exists, and which Easement shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor and Lessee shall work to determine an appropriate easement agreeable to the Parties for Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall, as appropriate, execute an easement evidencing this right and Lessor shall use reasonable efforts to maintain access to the Easement in a free and open condition so that no material interference is caused to Lessee, by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement. Lessor shall provide such access to the Leased Premises via the approved Easements to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week. Lessee shall provide Lessor twenty four (24) hours notice prior to accessing the Leased Premises, email acceptable. Notice shall not be required in the event of an emergency. If Lessor willfully and intentionally obstructs access granted by this Lease for reason other than casualty or compliance with law, such obstruction shall be deemed a default under the Lease and in connection with such default, in addition to any other rights or remedies available to Lessee under this Lease or at law or equity, Lessor shall pay Lessee, as liquidated damages, and not as a penalty, Five Hundred and 00/100 Dollars ($500.00) per day in consideration of Lessee's damages until Lessor cures such default. Lessor and Lessee agree that Lessee's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth are a reasonable approximation of such damages.

(d) In the event a Governmental Approval necessary for the construction operation and/or maintenance of the Tower Facilities requires landscaping around the Tower Facilities and such required landscaping cannot be located within the Leased Premises following Lessee making all reasonable efforts and attempts to modify the Tower Facilities design to allow such required landscaping, Lessee shall notify Lessor and the Parties shall work together in good faith to determine if it is possible for Lessor to provide an easement for property outside of the Leased Premises to satisfy any such Governmental Approval with respect to landscaping without requiring additional compensation from Lessee or Lessee's licensee(s), sublessee(s) or such similar parties. Nothing herein shall require Lessor to approve or provide an easement that interferes with Lessor's use of its property. Lessee shall be responsible for the installation and maintenance of any such landscaping contemplated by this Section.

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(e) Lessee shall comply with all requirements of Texas Government Code §2252.909 (Required Lease Terms for Lease of Public Property), or any successor statute. Lessee shall:

(i) Include in each contract for the construction, alteration, or repair of an improvement on the Leased Premises a condition that the contractor (A) execute a payment bond that conforms to Subchapter I, Chapter 53, of the Texas Property Code; and (B) execute a performance bond in an amount equal to the amount of the contract for the protection of Lessor and conditioned on the faithful performance of contractor's work in accordance with the plans, specifications, and contract documents; and

(ii) Provide Lessor a notice of commencement, as set forth herein, at least 90 days before the date the construction, alteration, or repair of any improvement to the Leased Premises begins. The notice of commencement under this subsection must (A) identify the public property where the work will be performed; (B) describe the work to be performed; (C) state the total cost of the work to be performed; (D) include copies of the performance and payment bonds required under subsection (e)(i); and (E) include a written acknowledgement signed by the contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

(iii) On or before the 10th day after Lessor receives a notice of commencement for the construction, alteration, or repair of an improvement to leased property required under subsection (e)(ii), Lessor may notify Lessee that the construction, alteration, or repair may not proceed.

(iv) Lessee acknowledges that, pursuant to Texas Government Code §2252.909(e), a person commits an offense (Class A misdemeanor) if the person materially misrepresents information in a notice of commencement.

20. Termination. Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any material covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences and continues efforts to cure the default within such period, the non-defaulting party shall have reasonable, additional time (not to exceed forty-five (45) days) to cure the default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business;

(c) By Lessee for any reason upon sixty (60) day's advance written notice from Lessee to Lessor, and upon payment of a termination fee to Lessor in the amount of twelve (12) months of the then current Rent due hereunder; or

(d) By Lessor as set forth in this Section 20(d). As a governmental entity, Lessee acknowledges that, by entering into this Lease, Lessor is not relinquishing, and may not relinquish, the authority of its governing body to control the property's use or allow the Lease to interfere with the property's public purpose. After the Initial Term, to the extent Lessor's governing body determines that the Lease will no longer serve a public purpose or that the Leased Premises is required for other purposes, Lessor may, upon at least one hundred eighty (180) days' written notice to Lessee, terminate the Lease at the end of its then current term. Such notice shall include a detailed reason and/or justification for the termination. Further, in the event a need arises on the part of Lessor to use the Leased Premises for the governmental entity's own purposes after the Initial Term, Lessee agrees to work with Lessor to modify the Lease to accommodate such use or, if such accommodation is not possible, Lessor may terminate the Lease upon at least one hundred eighty (180) days' written notice or shorter notice if required by law or public emergency. Regardless of whether during or after the Initial Term, nothing in this Agreement shall be deemed to prohibit Lessor's right and ability, as a governmental entity, to use the Leased Premises or take any action, regardless of the potential for interference with the Leased Premises, to the extent required in a declared public emergency or when otherwise required by law. However, Lessor shall use all commercially reasonable efforts to avoid and minimize the duration and effect of any such interference.

Prior to any termination by Lessor, Lessor and Lessee shall use best efforts to find a mutually agreeable location on the Property or other property owned or controlled by Lessor for Lessee to relocate the Tower Facilities to or build a new tower. In the event the parties find a mutually agreeable location on the Property for the relocation of the Tower Facilities, the parties shall enter into a lease agreement on identical terms to this Agreement. During the negotiation of a mutually agreeable location, and prior to execution of the new lease agreement, Lessee shall provide Lessor with an estimate of the cost for relocating the Tower Facilities and related carrier equipment to the proposed new location(s) ("**Estimated Relocation Cost**") for the Entity's understanding and consideration as to how collection of rent might be impacted, and Lessee shall be entitled to an abatement of rent under the new agreement in an amount equal to the actual cost Lessee to relocate the Tower Facilities and related carrier equipment up to the Estimated Relocation Cost.

21. Sublessee's Improvements. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower and to erect additional improvements on the Leased Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters on the Leased Premises as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Leased Premises by said licensee(s) and sublessee(s), together with rights of ingress and egress to the Leased Premises and the right to install utilities on the Leased Premises as if said licensee or sublessee were the Lessee under this Lease. Lessee shall, in its agreements with such licensee(s) and sublicensee(s), ensure that the licensee(s) and sublicensee(s) are subject to all requirements under this Agreement that apply to Lessee, including regarding improvements, use of property, and access to property.

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22. Taxes.

(a) Lessor, a governmental entity, is generally exempt from taxation and shall not be required under this Agreement to pay any taxes for which it is exempt. Lessee shall be responsible for (i) any taxes and assessments attributable to and levied upon Lessee's leasehold improvements on the Leased Premises and as set forth in this Section and (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Lessee.

(b) In the event Lessor receives a notice of assessment with respect to which taxes or assessments are imposed on Lessee's leasehold improvements on the Leased Premises, Lessor shall provide Lessee with copies of each such notice promptly upon receipt, but in no event later than 30 days after the date of such notice of assessment. Lessee shall reimburse Lessor for the tax and assessments identified on the notice of assessment on Lessee's leasehold improvements, which are paid by the Lessor. If Lessor seeks reimbursement from Lessee, Lessor shall, no later than 30 days after Lessor's payment of the taxes or assessments for the assessed tax year, provide Lessee with written notice including evidence that Lessor has timely paid same, and Lessor shall provide to Lessee any other documentation reasonably requested by Lessee to allow Lessee to evaluate the payment and reimburse Lessor.

(c) For any tax amount which Lessee is responsible for under this Lease and Agreement, Lessee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action with respect to the valuation of the Leased Premises. Lessor shall reasonably cooperate with respect to the commencement and prosecution of any such proceedings. The expense of any such proceedings shall be borne by Lessee and any refunds or rebates secured as a result of Lessee's action shall belong to Lessee, to the extent the amounts were originally paid by Lessee. In the event Lessee notifies Lessor by the due date for the assessment of Lessee's intent to contest the assessment, Lessor shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Lessor shall provide prior written notice to Lessee of any split by Lessor or action by Lessor to cause the tax parcel on which the Leased Premises are located to be split, bifurcated, separated or divided.

(e) Any tax related notices shall be sent to Lessee in the manner set forth in Section 30, (Notices). Promptly after the Commencement Date, upon written request of Lessee, Lessor shall provide the address requested by Lessee to the taxing authority for the authority's use in the event the authority needs to communicate with Lessee. In the event that Lessee's tax address changes by notice to Lessor, Lessee shall provide notice to the taxing authority. If the taxing authority requires additional notice from the property owner, Lessee shall notify Lessor, and

Lessor shall reasonably assist in providing Lessee's new tax address to the taxing authority or authorities.

(f) Notwithstanding anything to the contrary contained in this Section, Lessee shall have no obligation to additionally reimburse Lessor for any tax or assessment for which the Lessee is separately reimbursed or rebated by a third party.

(g) Lessor hereby represents and warrants that, to the best of its knowledge as of the date of this Agreement, Lessor's property on which the Leased Premises and Easement are located is not subject to any "Conservation Use Covenant", "Greenbelt Covenant" or any conservation use program which restricts or limits development of Lessor's property.

23. Destruction of Premises. If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to materially hinder the effective use of the Tower Facilities in Lessee's reasonable judgment, Lessee may elect within thirty (30) days of such damage/destruction to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor in writing. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of completion of the removal of the Tower Facilities by Lessee as required by this Agreement, and Lessee shall be entitled to reimbursement of any Rent prepaid by the Lessee for the period beyond that date.

24. Condemnation. If a condemning authority takes all of the Leased Premises, or a portion sufficient in Lessee's determination to render the Leased Premises, in the reasonable opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises, this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses. A sale of all or part of the Leased Premises to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this Section.

25. Casualty. Each Party shall provide notice to the other Party of any casualty or other harm affecting the property within twenty-four (24) hours of discovery or notice of the casualty or other harm. If any part of the Tower Facilities or the property is materially damaged by casualty or other harm, through no fault of Lessee, as to render the Leased Premises unsuitable, in Lessee's reasonable determination, then Lessee may elect within thirty (30) days of the date of the casualty or other harm to terminate the Lease and Agreement by providing written notice to Lessor, which termination will be effective as of the date of the notice. Lessor agrees to permit Lessee to place reasonable temporary transmission and reception facilities on the property, but only until such time as Lessee is able to activate a replacement transmission facility at another location and only to the extent permitted by law and only to the extent such temporary facilities do not impede or interfere with Lessor any more than the Tower Facilities. Notwithstanding the termination of this Lease and Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. Lessee shall be fully responsible, including obtaining insurance coverage, for its own protection from losses for any damages to Tower Facilities, and Lessor shall not directly or through insurance be liable for

any loss to Tower Facilities unless caused by willful act or gross negligence of Lessor and, in such event, only to the extent permitted by law. If Lessor or Lessee undertakes to rebuild or restore the Leased Premises and/or the Tower Facilities, as applicable, Lessor agrees to permit Lessee to place reasonable temporary transmission and reception facilities which do not impede or interfere with Lessor any more than the Tower Facilities on the property at no additional Rent until the reconstruction of the Leased Premises and/or the Tower Facilities is completed. If Lessor determines not to rebuild or restore the property, Lessor will notify Lessee of such determination within sixty (60) days after discovery or notice of the casualty or other harm. Lessor agrees that the Rent shall be abated until the property and/or the Leased Premises are rebuilt or restored, unless Lessee places temporary transmission and reception facilities on the property.

26. Insurance. Lessee shall purchase and maintain in full force and effect, throughout the Initial Term and any Renewal Term, commercial general liability insurance with a combined single limit of at least One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate, which insurance shall include Lessor as an additional insured. Lessee shall require all of its contractors and subcontractors to maintain General Liability Insurance coverage in an amount equal to that specified herein.

27. Indemnification. In addition to, and without limiting, any other indemnification obligations in this Agreement, Lessee will defend, indemnify, and hold harmless Lessor and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, arising out of or related to: (a) injury or death to any person or damage to property related to the acts of Lessee or its agents, employees, contractors, invitees, licensees, or sublessees on Lessor's property; and (b) Lessee's negligence, misconduct, breach of contract, or other failure to comply with its obligations under this Agreement, or infringement or violation of a third-party's intellectual property or privacy right. Notwithstanding the foregoing, Lessee shall have no obligation to indemnify and hold harmless Lessor and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, to the extent determined by a court, arbitrator, or tribunal of competent jurisdiction to have been caused by Lessor's negligence or willful misconduct.

28. Lessee's Environmental Covenants and Indemnity. As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the Term of this Lease, Lessee shall not cause or authorize the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors, licensees, or sublessees. Notwithstanding the foregoing, Lessee, and its licensees, sublicensee, sublessees, and/or subtenants shall have the right to install backup

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generators on the Leased Premises and such installation shall not be a violation of this Section. Lessee shall comply, and require all agents, employees, business invitees, contractors, licenses, and sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises caused by the acts, omissions or negligence of Lessee, its agents, employees, business invitees, contractors, licensees, or sublessees. The foregoing indemnity shall survive any termination of this Lease.

29. Lessor's Environmental Representation. Lessor represents and warrants, to its knowledge, without duty of inquiry, that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises prior to the Commencement Date of this Lease. Lessor shall immediately notify Lessee in writing of (i) any release or threatened release of Hazardous Materials in, on, under, from or migrating towards the Leased Premises; (ii) any non-compliance with any environmental laws related in any way to the Leased Premises; (iii) any actual or potential environmental lien; (iv) any required or proposed remediation of environmental conditions relating to the Leased Premises; and (v) any written or oral notice or other communication relating in any way to Hazardous Materials on the Leased Premises. The foregoing representations shall survive any termination of this Lease.

30. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if sent by a nationally recognized courier, or certified mail, return receipt requested, to the following address:

If to Lessor, to:

_____
_____
Attn:

If to Lessee, to:

Diamond Towers V LLC
120 Mountain Avenue
Springfield, New Jersey 07081
Attention: Legal Department

31. Title and Quiet Enjoyment. Lessor represents, to its knowledge and without duty of inquiry, that (i) it has good fee simple title to the Leased Premises and the Easement; and (ii) the Leased Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the term of the Lease. This Lease shall be an estate for years and not a usufruct. Lessor shall not knowingly use, nor shall Lessor knowingly permit its lessees, licensees, invitees, or agents to use any adjacent property owned or controlled by Lessor in any

way which materially interferes with operations of Lessee. Such interference may be deemed a material breach by Lessor, and Lessee shall have the right, in addition to any other rights that it may have in law or equity, to enjoin such interference or to terminate this Lease.

32. Subordination and Non-Disturbance. To the extent applicable, this Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Lessor which may now or hereafter encumber the Leased Premises, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor's interest in the Leased Premises, such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this Section. In the event the Leased Premises are encumbered by a Mortgage on or after the Commencement Date, Lessor, no later than ten (10) days after the Option has been exercised, shall use commercially reasonable efforts to obtain and furnish Lessee with a non-disturbance agreement in recordable form from the holder of each Mortgage.

33. Condition of Leased Premises. Lessee acknowledges that it has independently and personally inspected the Premises and that it has entered into this Agreement based upon such examination and inspection. Lessee accepts the Premises in their present condition, "AS IS, WITH ALL FAULTS, IF ANY. AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED," other than the warranty of quiet enjoyment, specifically without limiting the generality of the foregoing, Lessee accepts the Premises without any warranty of (a) the nature or quality of any construction, structural design or engineering of any improvements currently located at or constituting a portion of the Premises, (b) the quality of the labor and materials included in any such improvements, or (c) the suitability of the Premises for any particular purpose or developmental potential.

34. WAIVER OF CONSUMER RIGHTS UNDER DTPA. AS A MATERIAL CONSIDERATION FOR LESSOR'S ENTERING INTO THIS AGREEMENT, LESSEE HEREBY WAIVES ANY RIGHT IT MAY HAVE UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, LESSEE VOLUNTARILY CONSENTS TO THIS WAIVER.

35. Assignments and Subleases. Except as provided in this Section, Lessee may not sell, transfer, assign, sublease, or convey any portion of its interest in this Lease or the Leased Premises. Notwithstanding the foregoing, if an event of default has not occurred and is continuing, Lessee may, upon written notice to Lessor, (i) sublease space on the Tower Facilities and within the Leased Premises to third parties, (ii) assign its interest in the Agreement to any party who (a) has a proven history of operating communication towers, (b) has a net worth of at least Fifteen Million and 00/100 Dollars ($15,000,000.00) and (c) assumes in writing the obligations of Lessee under this Agreement, (iii) mortgage its interest in this Agreement and the

leasehold interest created hereby to third party lenders in bona fide loan transactions, which mortgage shall not be deemed a lean or mortgage on Lessor's property and any records filing regarding the mortgage shall clearly state that fact, and (iv) assign its interest in this Agreement and the leasehold interest created hereby to Affiliates, as hereinafter defined. For purposes hereof, "Affiliates" shall mean, as to any party to this Lease, any individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity of whatever nature, which, directly or indirectly, is in control of, is controlled by, or is under common control with, such party. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (i) vote 10% or more of the securities having ordinary voting power for the election of directors of such entity, or (ii) direct or cause the direction of the management and policies of such entity whether by contract or otherwise. Except as provided above, any attempt by Lessee to sell, transfer, encumber, assign or convey its leasehold estate or any interest in the estate without the prior, written consent of Lessor shall be null and void.

36. Successors and Assigns. This Lease shall run with the Leased Premises described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

37. Waiver of Lessor's Lien. To the extent permitted by law, Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Lessor consents to Lessee's right to remove all or any portion of the Tower Facilities from time to time in Lessee's sole discretion and without Lessor's consent.

38. Waiver of Incidental and Consequential Damages. To the full extent such may be disclaimed by law, neither Party will assert any claim whatsoever against the other for loss of anticipatory profits or any other indirect, special, incidental or consequential damages.

39. Lessee's Exclusivity. To the extent permitted by law and without relinquishing Lessor's right to control use of its properties as may be required for its own and public purposes as further delineated herein, Lessor agrees not to lease any of Lessor's property within a radius of [three (3) miles, or such other distance as negotiated by the parties] from the Leased Premises for construction of a tower or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee.

40. Removal of Personal Property. On or after the Termination Date, Lessee shall, at its sole cost and expense, remove the Tower and all other personal property and improvements which Lessee or Lessee's licensees, sublessees, agents, or contractors has installed or otherwise located on the Leased Premises. Lessee shall reasonably restore the Leased Premises to its original condition within sixty (60) days and shall continue to pay Rent as required by this Agreement until removal is completed. If any such property or equipment, including improvements, is not removed from the Leased Premises within the required time, such items shall be deemed abandoned, and Lessor shall be entitled to remove the remaining items and invoice Lessee for all actual costs of doing so and Lessee shall remit payment of such invoice to Lessor within thirty (30) days of receipt.

41. Rental Stream Offer. If at any time after the date this Agreement, Lessor receives and is formally considering acceptance of a bona fide written offer from a third-party seeking assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), Lessor shall promptly notify Lessee and, subject to any confidentiality requirements in the Rental Stream Offer, furnish Lessee with a copy of the Rental Stream Offer. To the extent permitted by law, Lessee shall be given a twenty (20) day opportunity after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. Lessor agrees to consider any such offer from Lessee in good faith. However, Lessee acknowledges and agrees that nothing herein shall obligate Lessor to consider or approve any Rental Stream Offer, including that of Lessee, and any contract shall be subject to Lessor's determination of best value, requirements of law, and approval of Lessor's governing body.

42. Estoppels. Either party may request, in writing, that the other party certify information regarding the existence and terms of this Lease to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) business days after receipt of written request and, subject to any specific qualifications or disclaimers stated in the certification, may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any asserted offsets, counter-claims or defenses on the part of the other party to which the certifying party has actual notice; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

43. Memorandum/Short Form. Contemporaneously with the execution of this Agreement, Lessor and Lessee shall execute a recordable Memorandum of Lease ("Memorandum") substantially in the form attached hereto as Exhibit "D". The Memorandum shall set forth a description of the Leased Premises, the Easement, the name and addresses of Lessor and Lessee, the duration of the Initial Term and the Renewal Term(s) of this Lease, and any other provision that either party may request, except for the rental provisions. Lessee may record this Memorandum at any time during the Term, in its absolute discretion.

44. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Agreement constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by Lessor and Lessee.

(c) Lessor agrees to cooperate with Lessee in any reasonable request to execute documents necessary to protect Lessee's rights under this Agreement or Lessee's use of the Leased Premises, and to take any further action which may reasonably be required as to effect the intent of this Agreement.

(d) This Agreement shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(e) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(f) Whenever under this Agreement the consent or approval of Lessor is required or a determination must be made by Lessor, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(g) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(h) Lessee acknowledges that Lessor is a governmental entity and may disclose any and all information, including the terms of this Agreement, where required under the Texas Public Information Act or other applicable law. To the extent Lessee asserts any of its information is confidential or proprietary, Lessee must clearly mark it as such. However, nothing herein or in such marking shall be deemed to prohibit Lessor from disclosing such information to its attorneys, consultants, or other contractors with a need-to-know, to regulating agencies, or as required by law, including, but not limited to, any judicial or administrative order, subpoena, or open records ruling of the Texas Attorney General under the Texas Public Information Act

(i) Authority. By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, this Agreement shall be effective on the date of execution of the last signatory below ("Effective Date").

LESSOR:

[INSERT NAME]

By: *Draft Only – Not for Signature*
Name: _____
Title: _____
Date: _____

LESSEE:

Diamond Towers V LLC, a
Delaware limited liability company

By: *Draft Only – Not for Signature*
Name: Michael G. Brett
Title: COO
Date: _____

DRAFT

EXHIBIT "A"

Description of Real Property

A ____ ft. x _____ ft. parcel located within the following parcel:

*Note: to be replaced by As-Built Survey

DRAFT

EXHIBIT "A-1"

Site Sketch (to be replaced by survey)

*Note: to be replaced by As-Built Survey

DRAFT

EXHIBIT "B"

Easement
Legal Description

*Note: to be replaced by As-Built Survey

DRAFT

EXHIBIT "C"

Rent Schedule

TO BE COMPLETED

DRAFT

EXHIBIT "D"

Prepared by:
Legal Department
Diamond Towers V LLC
120 Mountain Ave.
Springfield, New Jersey 07081 Site Name: _____

Memorandum of Option and Ground Lease Agreement

This Memorandum of Option and Ground Lease Agreement ("Memorandum") evidences that a lease ("Lease") was made and entered into by written Option and Ground Lease Agreement dated _____, 20__, between _____("Lessor") and DIAMOND TOWERS V LLC, a Delaware limited liability company ("Lessee"), the terms and conditions of which are incorporated herein by reference.

Such Lease provides, in part, that Lessor leases to Lessee a _____ ft. x _____ ft. parcel ("Site") on the parent tract described in Exhibit "A" attached hereto and located at _____, City of _____, County of _____, State of _____. The Site is described in Exhibit "B" attached hereto. The Lessor also grants easements ("Easements") for unrestricted rights of ingress and egress to and from the Site and to electric and telephone facilities, which are described in Exhibit "C" attached hereto. The term of the Lease and the Easements are for ___ (__) years commencing on the Commencement Date, as defined in the Lease, which term is subject to _____ (__) additional ___ (___) year extension periods by the Lessee.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

LESSOR:

_____

By: Exhibit Only - Do not Sign

LESSEE:

DIAMOND TOWERS V LLC, a Delaware limited liability company

Exhibit Only - Do not Sign

*** Final Memorandum will have appropriate state notary blocks.**

DRAFT

EXHIBIT "A" TO MEMORANDUM

Legal Description of parent parcel

Exhibit Only

EXHIBIT "B" TO MEMORANDUM

Legal Description of Site

Exhibit Only

EXHIBIT "C" TO MEMORANDUM

Access and Utilities Easements

Exhibit Only

DRAFT

EXHIBIT D
Compensation

Existing Structures[1]

The compensation owed by Diamond to Entity related to any Colocation Agreement on an Existing Structure shall be seventy-five percent (75%) of the gross monthly rents actually collected by Diamond from Tenant(s) ("Colocation Rent"). Diamond's payment of the Colocation Rent to Entity will be as set forth in the Colocation Agreement.

New Structures[2]

Should Diamond construct a New Structure on a Property, Diamond shall pay to Entity thirty percent (30%) of Gross Receipts, as hereinafter defined, actually received by Diamond from all Tenants on the New Structure during the immediately preceding month. For any Tenants after the second Broadband Tenant, as hereinafter defined, is installed on the New Structure, the revenue share to Entity shall increase to forty percent (40%) of Gross Receipts actually received by Diamond from such additional Tenants (excluding the first two installed Broadband tenants). All the payments described in this paragraph are collectively referred to as the "New Structure Rent".

Broadband Tenant

Verizon, AT&T, and T-Mobile, and their respective successors and assigns, shall each be considered a "Broadband Tenant" for purposes of this Section.

Gross Receipts

"Gross Receipts" means all rents, licenses, and other fees (but excluding third-party reimbursements for utilities, taxes, structure modifications and similar expenses incurred by Diamond)) actually received by the Diamond from a Tenant pursuant to a particular sublease or sublicense during the applicable month. In no event shall Diamond have the right to deduct its expenses from Gross Receipts. If, during any given month, a Tenant does not pay any fees to Tenant, then it shall cease to be a Tenant and Entity shall not be eligible for any rent relating to that Tenant for that month.

Effect of Termination

For the avoidance of doubt, upon expiration or earlier termination of this Agreement, Diamond will remain entitled to continue receiving its percentage of the gross monthly revenue received from any Tenants subject to the revenue share arrangements described above and subject to the terms of the applicable Lease or other agreement with Entity, and will remain obligated to continue paying Entity its share of such revenue sharing payments, until all applicable Leases or Tenant Agreements expire or are terminated in accordance with their terms, as the case may be, and all applicable Tenants cease paying Colocation Rent, New Structure Rent, and other applicable payments. This paragraph shall survive the termination of this Agreement.

[1] An Entity may choose a one-time payment in lieu of an ongoing revenue share for Existing Structures or New Structures.

[2] The revenue sharing percentage on New Structures assumes a monopole design.

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: May 25,2024
Agenda Item: Consider Approval of Purchase of Security Fencing and Installation Services

Background Information:
With the passage of the School Safety Standards from TEA several actions were required by districts to become compliant with the new Safety Standards Rules. Unlike some other mandates, TEA did partially fund these mandates. With the latest allotment of funds, we would like to contract with De La Garza fencing to construct and install decorative anti-scalable wrought iron fencing along the commonly used walkway on the side of CR 483. The fencing will include an automatic cantilevered sliding vehicular gate and a pedestrian gate on the sidewalk for access to the HLC.

Administrative Consideration:
The safety department recommends the selection of De La Garza Fencing to provide and install roughly 900feet of fencing consisting of decorative anti-scalable wrought iron fencing along the commonly used walkway on the side of CR 483. The funding for the project will be part of the second allotment of the School Safety Standards Grant (SAFE Grant), cycle two.

Supporting Document(s):
De La Garza Fence Quote.
Construction and installation wrought iron fencing, a pedestrian gate with panic devices and sets for access controls, and a sliding cantilevered automatic opening vehicular gate.

Recommendation:
It is recommended that the Board of Trustees approve the quote from De La Garza Fencing to purchase fencing and gate equipment in the amount not to exceed $60,000.00 for the District using funds from the SAFE cycle two grant allotment.

de la garza FENCE & SUPPLY CO
MFG. OF CHAIN LINK FENCE
6475 OLD HWY WAY 90 WEST * SAN ANTONIO, TEXAS 78227 * 210-674-8302
FAX (210-674-8323)

March 7, 2024

James (Jay) Huffty
Medina Valley ISD
james.huffty@mvisd.org

BUY BOARD # 657-21

RE: MVISD – High School Lion Press Point Fence

Scope of Work:

1. Supply and install 835’ of 6’ Lion Ornamental Press Point Fence Panels.
    a. Fence panel: ¾” picket 16 ga rail: 1-1/2” x 14 ga.
    b. Fence to be installed with 2.5”x2.5” x 14 ga sq. posts
    c. Fence and post to be powder coated black.
2. Supply and install (qty.1) new 6’x35’ Opening Ornamental Press Point Double Drive Slide Gate.
    a. Install (qty.2) new 4” x SS40 Gate posts
3. Supply and install (qty.1) 6’x4’ Opening Pedestrian Panic Bar Walk Gate.
    a. Gate to be installed using 4”x4” Black Square posts
    b. Gate to be installed with Locinox Mammoth Self-Closing Hinges.
    c. Gate to be installed with Stanley Heavy Duty Exit Device.
    d. Gate to be installed with black expanded metal. Fence to have expanded metal 4’-0” installed on each side of gate.

Total labor and materials: $ 49,795.10 NO Sales Tax Included

Nick de la Garza

I. Customer is responsible for providing location of all underground water, sewer, sprinkler, electric, gas and other utilities. Customer agrees to indemnify and hold de la Garza Fence Co. and its employees harmless from any damage arising from failure to disclose proper location of underground utilities.
II. Changed to Scope of work shall be in writing and could result in a price change.
III. Work is warranted for a period of one year after completion and payment in full.
IV. We reserve the right to withdraw this bid in its entirety in the event the parties cannot come to a mutually acceptable contract.
V. Permits by others.

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: 05/30/2024
Agenda Item: Adoption of the Science Curriculum for Grades K-5 from Houghtin Mifflin Harcourt, and purchase of the instructional materials in the amount of $707,319.62.

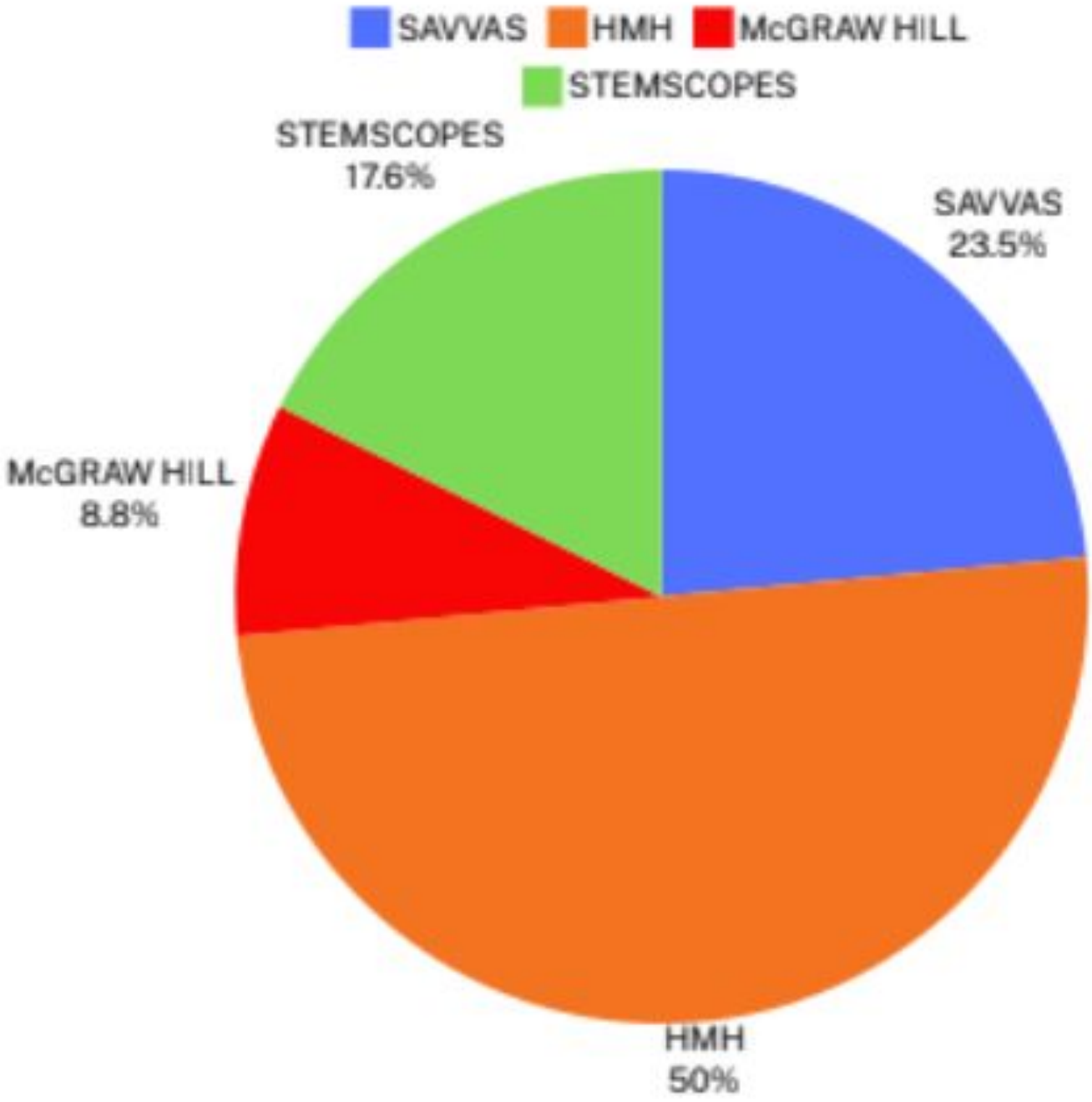
Background Information:
During the 2023-2024 school year, MVISD utilized a Science adoption committee composed of Science teachers from each elementary campus to review state approved science materials for the upcoming Science adoption. On April 1, 2024, the committee finalized their choice through a selection vote. K-5 teachers selected Houghtin Mifflin Harcourt as the provider for their Science Curriculum.

Supporting Documents:
Quotes from Houghtin Mifflin Harcourt and the Science Curriculum Selection Results.

Administrative Consideration:
Houghtin Mifflin Harcourt will provide our students grades K-5 with a TEKS enriched science program, which includes authentic language options for our bilingual students. Harcourt is offering an eight-year subscription for Science for grades K-5 at the price of $707, 319.62 paid out over 6 years from the Instructional Materials Allotment. These are funds that are allotted to the District from TEA for Instructional Materials.

Recommendation:
Approve the Adoption of the Science Curriculum for Grades K-5 from Houghtin Mifflin Harcourt and purchase of the Instructional Materials in the amount of $707, 319.62.

Proclamation 2024
Elementary Science Results



Houghton
Mifflin
Harcourt

April 29, 2024

To Whom It May Concern
Medina Valley Ind School Dist
8449 FM 471 S
Castroville TX 78009

To Whom It May Concern:

On behalf of Houghton Mifflin Harcourt (HMH), I am pleased to confirm approval of deferred payments to Medina Valley Ind School Dist (0000264691) for the following products:

- Into Science K-5 with writable

$176,359.42 to be paid September 1, 2024
$176,359.42 to be paid September 1, 2025
$105,815.65 to be paid September 1, 2026
$105,815.65 to be paid September 1, 2027
$70,543.77 to be paid September 1, 2028
$70,543.77 to be paid September 1, 2029
Total Deferral Amount: $705,437.66

The pricing and extended payment terms outlined in this letter are based on receiving payment in the form of a check, ACH, or Wire transfer.

Include a copy of this letter with your purchase order. No returns, substitutions, or cancellations are allowed. All purchase orders related to this offer must be submitted at the same time. **Purchase orders must be submitted for the entire amount of the purchase.** If you are unable to issue a purchase order for the full order amount, a purchase agreement is required. Please contact your Account Executive should you need a purchase agreement. This offer is valid through 8/31/2024.

Please note you may receive system-generated invoices as items are fulfilled. You may retain these for your records or discard them, as your payments will be based on your purchase agreement. Billing documents may be transmitted electronically.

Should you have any questions regarding this response, please feel free to contact the following HMH professional:

Jerry Tutt, Account Executive, via e-mail at jerry.tutt@hmhco.com

For payment-related questions or to obtain a copy of your deferred terms invoice, please contact your dedicated Collections Representative.

Sincerely

Michelle Armstrong
Sr Sales Ops Director
Revenue Operations

BCC: Deferred Terms Mailbox

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: 05/30/2024
Agenda Item: Adoption of the Science Curriculum for Grades 6-12 from SAVVAS, and purchase of the instructional materials in the amount of $611,735.35.

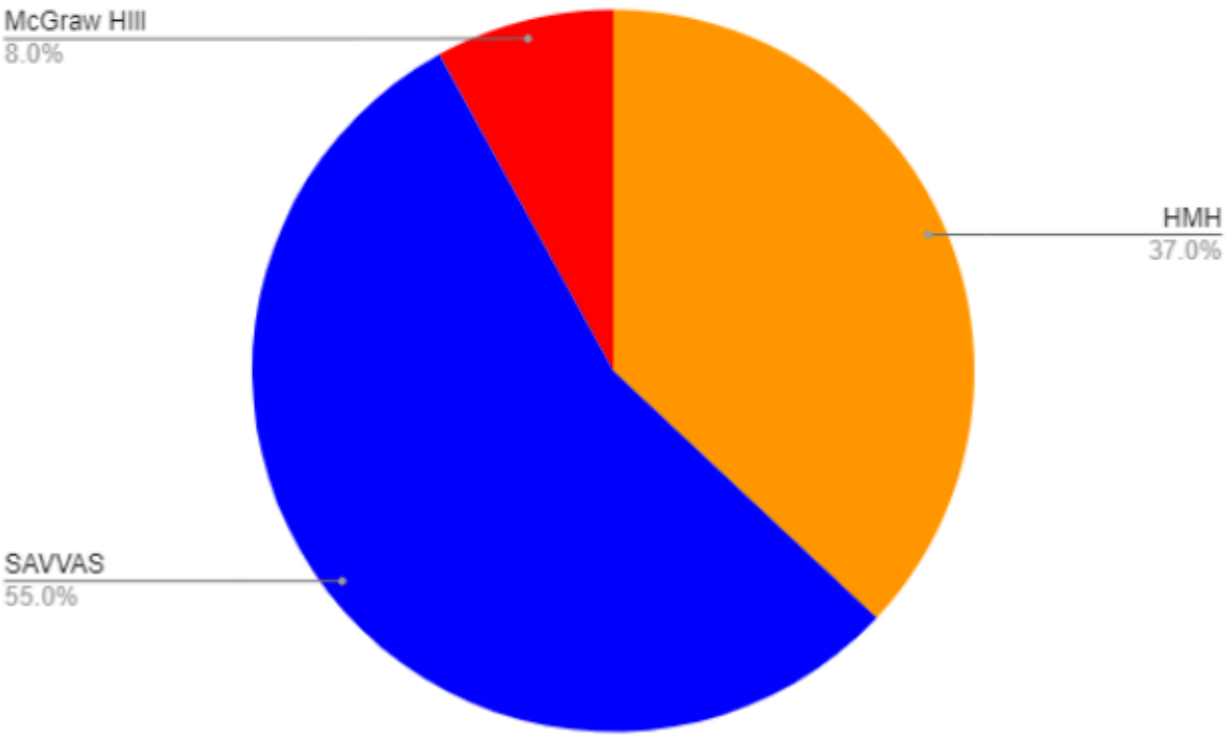
Background Information:
During the 2023-2024 school year, MVISD utilized a Science adoption committee composed of Science teachers from the Middle School and High School Campuses to review state approved science materials for the upcoming Science adoption. On April 1, 2024, the committee finalized their choice through a selection vote. Grades 6-12 teachers selected SAVVAS as the provider for their Science Curriculum.

Supporting Documents:
Quotes from SAVVAS and the Science Curriculum Selection Results.

Administrative Consideration:
SAVVAS will provide our students grades 6-12 with a TEKS enriched science program, which includes authentic language options for our bilingual students. SAVVAS is offering an eight-year subscription for grades 6-12 at the price of $611,735.35 paid out over 2 years from the Instructional Materials Allotment. These are funds that are allotted to the District from TEA for Instructional Materials.

Recommendation:
Approve the Adoption of the Science Curriculum for Grades 6-12 from SAVVAS and purchase of the Instructional Materials in the amount of $611,735.35.

Secondary Science Adoption Votes



SAVVAS

Reed Trosper

Medina Valley Ind School Dist
8449 FM 471 S
Castroville, TX 78009-5313
United States

Quote Number: 265667-7
Quote Creation Date: 05-08-2024
Quote Expiration Date: 09-30-2024

Quote Release: 7

Medina Valley - Exp Science 6-12 with CTE & Environmental - Class Set + Dig 8yr

Price Quote Summary

Solution	Base Amount	Free Amount	Total
Environmental Science	$ 20,388.50	$ 1,146.50	$ 20,388.50
Experience Chemistry	$ 153,675.00	$ 8,075.00	$ 153,675.00
Experience Physics	$ 77,200.00	$ 4,050.00	$ 77,200.00
EXPERIENCE SCIENCE MIDDLE	$ 233,218.00	$ 12,162.00	$ 233,218.00
Miller Levine Biology	$ 77,200.00	$ 4,050.00	$ 77,200.00
Texas Programs	$ 49,747.00		$ 49,747.00
Solution Subtotal	**$ 611,428.50**	**$ 29,483.50**	**$ 611,428.50**

Shipping & Handling	**$ 306.85**
Total	**$ 611,735.35**

Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
Environmental Science						
AP&E						
9781418358495	ENVIRONMENTAL SCIENCE 2021 STUDENT EDITION + DIGITAL COURSEWARE 8-YEAR LICENSE GRADE 9/12	170.00	1	19	$170.00	$3,230.00
9781418340643	ENVIRONMENTAL SCIENCE 2021 DIGITAL COURSEWARE 8-YEAR LICENSE GRADE 9/12	139.50	7	123	$976.50	$17,158.50
	AP&E Subtotal				**$ 1,146.50**	**$ 20,388.50**
	Environmental Science Subtotal				**$ 1,146.50**	**$ 20,388.50**

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
Experience Chemistry						
HS						
9781428555846	** EXPERIENCE CHEMISTRY 2025 TEXAS STUDENT EDITION + 8-YEAR LICENSE GRADE 9/12	140.00	1	29	$140.00	$4,060.00
9781428559936	** EXPERIENCE CHEMISTRY 2025 TEXAS DIGITAL COURSEWARE 8-YEAR LICENSE GRADE 9/12	115.00	69	1,301	$7,935.00	$149,615.00
	HS Subtotal				**$ 8,075.00**	**$ 153,675.00**
	Experience Chemistry Subtotal				**$ 8,075.00**	**$ 153,675.00**
Experience Physics						
HS						
9781428555839	** EXPERIENCE PHYSICS 2025 TEXAS STUDENT EDITION + 8-YEAR LICENSE GRADE 9/12	140.00	1	29	$140.00	$4,060.00
9781428559943	** EXPERIENCE PHYSICS 2025 TEXAS DIGITAL COURSEWARE 8-YEAR LICENSE GRADE 9/12	115.00	34	636	$3,910.00	$73,140.00
	HS Subtotal				**$ 4,050.00**	**$ 77,200.00**
	Experience Physics Subtotal				**$ 4,050.00**	**$ 77,200.00**
EXPERIENCE SCIENCE MIDDLE GRADES						
Grades 6-8						
9798213013290	** EXPERIENCE SCIENCE 2025 TEXAS HARDCOVER STUDENT EDITION + 8-YEAR LICENSE GRADE 6	140.00	1	29	$140.00	$4,060.00
9798213013306	** EXPERIENCE SCIENCE 2025 TEXAS HARDCOVER STUDENT EDITION + 8-YEAR LICENSE GRADE 7	140.00	1	29	$140.00	$4,060.00
9798213013313	** EXPERIENCE SCIENCE 2025 TEXAS HARDCOVER STUDENT EDITION + 8-YEAR LICENSE GRADE 8	140.00	1	29	$140.00	$4,060.00
9781428559806	** EXPERIENCE SCIENCE 2025 TEXAS DIGITAL COURSEWARE 8-YEAR LICENSE GRADE 6	103.00	38	715	$3,914.00	$73,645.00

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9781428559813	** EXPERIENCE SCIENCE 2025 TEXAS DIGITAL COURSEWARE 8-YEAR LICENSE GRADE 7	103.00	38	715	$3,914.00	$73,645.00
9781428559820	** EXPERIENCE SCIENCE 2025 TEXAS DIGITAL COURSEWARE 8-YEAR LICENSE GRADE 8	103.00	38	716	$3,914.00	$73,748.00
	Grades 6-8 Subtotal				**$ 12,162.00**	**$ 233,218.00**
	EXPERIENCE SCIENCE MIDDLE GRADES Subtotal				**$ 12,162.00**	**$ 233,218.00**

Miller Levine Biology

HS

9781428555853	** MILLER LEVINE BIOLOGY 2025 TEXAS STUDENT EDITION + 8-YEAR LICENSE GRADE9/12	140.00	1	29	$140.00	$4,060.00
9781418855857	** MILLER LEVINE BIOLOGY 2025 TEXAS DIGITAL COURSEWARE 8-YEAR LICENSE GRADE 9/12	115.00	34	636	$3,910.00	$73,140.00
	HS Subtotal				**$ 4,050.00**	**$ 77,200.00**
	Miller Levine Biology Subtotal				**$ 4,050.00**	**$ 77,200.00**

Texas Programs

CTE

9780138121662	** ANATOMY, PHYSIOLOGY, & DISEASE FOR TEXAS 8 YEAR MYLAB OASIS DAC	159.99	0	130	$0.00	$20,798.70
9780138121754	** FORENSIC SCIENCE FOR TEXAS 8 YEAR MYLAB OASIS DAC	164.99	0	130	$0.00	$21,448.70
9780138046705	** ANATOMY, PHYSIOLOGY, & DISEASE FOR TEXAS STUDENT EDITION + 8 YEAR MYLAB OASIS DAC	184.99	0	20	$0.00	$3,699.80
9780138046842	** FORENSIC SCIENCE FOR TEXAS STUDENT EDITION + 8 YEAR MYLAB OASIS DAC	189.99	0	20	$0.00	$3,799.80
	CTE Subtotal					**$ 49,747.00**
	Texas Programs Subtotal					**$ 49,747.00**

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
	Solution Subtotal				**$ 29,483.50**	**$ 611,428.50**
	Shipping and Handling					**$ 306.85**
					Total	**$ 611,735.35**

**** Contract Pricing has been applied to these items**

Teacher Print Material provided at the following ratio:
6-8 = 1:50
HS = 1:75
Environmental Science = 1:50
CTE = 1:25

The 5% discount is contingent on the purchase of Texas Experience Science 6-8, Biology, Chemistry, and Physics.

Please send Purchase Order to: irvingsupport@savvas.com

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form **or** by mail. Please submit your PO and price quote via one of the following methods:

Please send Purchase Order to: irvingsupport@savvas.com

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS. For questions regarding your order please call Customer Service: 1-800-848-9500.

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard payment terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher.For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will appear on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Damaged & Defective Products: If a print product, or the print component of a blended (print & digital) product, is received in damaged or defective condition, Savvas will issue a credit or replacement at no charge to the customer if the customer promptly (no later than 120 days) returns the damaged or defective product. Customers must report missing product immediately upon receipt.

Return Policy: Returns (other than damaged or defective products) are subject to the following conditions: (a) materials must be returned to Savvas at the customer's expense in new, unused condition, suitable for resale by Savvas (note that any barcoding, stickering, stamping or similar marking on any print materials renders them unsuitable for resale); (b) materials must be returned within six (6) months from the date of purchase; (c) the customer must obtain a Return Materials Authorization ("RMA") from Savvas prior to returning the materials, and must ship the materials back to Savvas within thirty days of receiving the RMA; (d) all materials sold in a set or package must be returned complete as originally sold; and (e) any materials provided by Savvas to the customer on a no-charge basis in consideration of the customer's purchase must be returned in proportion to the purchased materials that are being returned for a credit. A restocking fee of 3% may be applied to credits over $1,000. Savvas' return policy does not apply to science lab kits or trade publication novels, which are sold on a non-returnable basis.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the anniversary of the original order date for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to shipment date. (the anniversary of the original order date unless changed). Changes can be made on the Subscription Worktext Site: https://worktext-subscriptions.savvas.com

Annual subscriptions for iLit and Successmaker Only: Savvas' iLit and Successmaker products (and no others) automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified.

Technical support services are included with purchase of Savvas digital products.
online help: https://support.savvas.com/support/s/k12-curriculum-support-form
phone: 1-800-848-9500

Professional Services: Professional Services: All paid services must be delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. Any cancellation made with less than 72 hours' notice will result in a cancellation fee equal to the full price of the event. MySavvasTraining is included with purchase of products (https://mysavvastraining.com).