

**Medina Valley Independent School District
Board of Trustees
Regular Meeting on Monday, July 29, 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 Monday, July 29, 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. Public Comment

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

III. Student/Staff Recognition

- A National Skills USA Cabinet Making Gold Winner - Steven Cantu

IV. Announcements/Communications/Presentations

- A Board Committee Reports
 - Finance Committee
 - Construction Committee
 - Curriculum & Instruction Committee
 - Safety & Security Committee
- B Construction Briefing 2
 - High School #2
 - Medina Valley High School Stadium Turf Project
- C Financial Briefing 15
 - General Fund Financial Statement
 - Child Nutrition Financial Statement
 - Debt Service Fund Financial Statement
 - Bond 2023 Capital Projects Report
- D Superintendent Briefing 20
 - Student Achievements
 - Staff Achievements
- E First Reading for District Initiated Policy Revision for BE (Local) 26
- F Medina Valley ISD's Maintenance Five Year Plan 29

V. Discussion and Possible Action Items

- A Consider Approval of Minutes for Regular Board Meeting on June 24, 2024 38
- B Consider the Adoption of the Resolution Extending the Depository Contract with Broadway National Bank 43
- C Consider Approval of District Initiated Local Policy Revision for DEE (Local) 45
- D Consider Approval of Budget Amendment 49
- E Consider Approval of Foreign Exchange Student Waiver 51
- F Consider Approval of the 2024-2025 T-TESS Appraisal Calendar and Appraisers 54
- G Consider Approval of Updated Interlocal Agreement with Medina County for the School Resource Officer Program 57

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

VII. Continued Discussion and Possible Action Items

- A Consideration of future meeting dates

VIII. Adjournment

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



MEDINA VALLEY ISD

EST. 1959

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

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: 28% - Pay Application No. 9 (July 2024)
\$72,433,250 Total Stored/Completed









1022 B1



United Rentals







MEDINA VALLEY ISD

EST. 1959

**Board of Trustees Meeting:
MVHS Stadium Turf Project
Construction Briefing**

GENERAL PROJECT SUMMARY:

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

Original Substantial Completion Date: _____ August 16, 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: _____ 83% - Pay Application No. 6

\$4,085,284 Total Stored/Competed





Medina Valley Independent School District

Monthly Financial Report

June 2024

Executive Summary

Financial Highlights: Currently, the district has collected 78% of budgeted revenue and spent 80% of budgeted expenses. The Food Service Fund has collected 92% of budgeted revenues and spent 76% of budgeted expenses. The Debt Service Fund has collected 87% of budgeted revenue 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	\$ 66,555,336	\$ 5,451,545	\$ 24,199,174
Year-to-Date Expenditures	\$ (70,427,425)	\$ (5,222,302)	\$ (16,391,855)
Fund Balance as of June 30, 2024	\$ 26,097,820	\$ 3,182,681	\$ 15,002,563

Budget Amendments

	General Fund	Food Service	Debt Service
Revenue	\$ -	\$ -	\$ -
Expenditures	\$ 2,560,754	\$ 350,000	\$ -

**JUNE 2023-2024
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

ESTIMATED REVENUES	CURRENT BUDGET	YTD ACTUAL	BALANCE
5700 - LOCAL REVENUES	\$35,055,513	\$32,413,176	\$2,642,337
5800 - STATE PROGRAM REVENUES	\$49,155,004	\$33,784,933	\$15,370,071
5900 - FEDERAL REVENUES	\$1,540,000	\$357,227	\$1,182,773
TOTAL REVENUES	\$85,750,517	\$66,555,336	\$19,195,181
PROPOSED APPROPRIATIONS			
11 - INSTRUCTION	\$49,571,445	\$40,489,163	\$9,082,281
12 - INST. RESOURCES & MEDIA SVCS	\$551,395	\$476,714	\$74,681
13 - CURRICULUM DEV.& INST.STF DEV	\$890,433	\$920,413	(\$29,980)
21 - INSTRUCTIONAL LEADERSHIP	\$1,296,439	\$876,925	\$419,514
23 - SCHOOL LEADERSHIP	\$4,573,079	\$3,760,721	\$812,358
31 - GUIDANCE & COUNSELING	\$3,421,399	\$2,645,413	\$775,986
32 - SOCIAL WORK SERVICES	\$813,033	\$661,035	\$151,998
33 - HEALTH SERVICES	\$837,682	\$712,890	\$124,792
34 - PUPIL TRANSPORTATION	\$5,102,793	\$4,659,800	\$442,992
35 - FOOD SERVICES	\$271,213	\$70,005	\$201,208
36 - COCURR./EXTRACURR.ACTIVITIES	\$2,584,970	\$2,006,628	\$578,342
41 - GENERAL ADMINISTRATION	\$2,899,944	\$2,453,741	\$446,203
51 - PLANT MAINTENANCE & OPERATIONS	\$8,966,150	\$6,540,903	\$2,425,247
52 - SECURITY & MONITORING SERVICES	\$1,186,108	\$953,355	\$232,752
53 - DATA PROCESSING SERVICES	\$2,368,611	\$1,713,384	\$655,227
61 - COMMUNITY SERVICES	\$9,373	\$6,302	\$3,071
71 - DEBT SERVICES	\$86,065	\$86,065	\$0
81 - FACILITIES ACQ. & CONSTRUCTION	\$1,672,505	\$828,752	\$843,753
95 - PYMTS.TO JJAEP PROGRAMS	\$5,000	\$0	\$5,000
99 - OTHER INTERGOVERNMENTAL CHARGE	\$650,000	\$565,216	\$84,784
TOTAL APPROPRIATIONS	\$87,757,636	\$70,427,425	\$17,330,211

2023-2024 FUND BALANCE = \$ 29,969,908

3 MONTH OPERATING CASH FLOW = \$ 21,939,409

**JUNE 2023-2024
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

ESTIMATED REVENUES	CURRENT BUDGET	YTD ACTUAL	BALANCE
5700 - LOCAL REVENUES	\$1,875,327	\$1,634,395	\$240,932
5800 - STATE PROGRAM REVENUES	\$35,438	\$23,175	\$12,263
5900 - FEDERAL REVENUES	\$4,029,726	\$3,793,975	\$235,751
TOTAL REVENUES	\$5,940,491	\$5,451,545	\$488,946
PROPOSED APPROPRIATIONS			
35 - FOOD SERVICES	\$6,862,006	\$5,222,302	\$1,639,704
TOTAL APPROPRIATIONS	\$6,862,006	\$5,222,302	\$1,639,704

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

3 MONTH OPERATING CASH FLOW = \$ 1,715,502

**JUNE 2023-2024
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

ESTIMATED REVENUES	CURRENT BUDGET	YTD ACTUAL	BALANCE
5700 - LOCAL REVENUES	\$24,540,481	\$23,231,673	\$1,308,808
5800 - STATE PROGRAM REVENUES	\$3,343,378	\$967,501	\$2,375,877
TOTAL REVENUES	\$27,883,859	\$24,199,174	\$3,684,685
PROPOSED APPROPRIATIONS			
71 - DEBT SERVICES	\$27,883,859	\$16,391,855	\$11,492,005
TOTAL APPROPRIATIONS	\$27,883,859	\$16,391,855	\$11,492,005

2023-2024 FUND BALANCE = \$ 7,195,244

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

Medina Valley ISD

Bond 2023 Summary

As of June 30, 2024

<i>2023 Bond Projects</i>	<i>Original Budget</i>	<i>Adjusted Budget</i>	<i>Cumulative Encumbrances</i>	<i>Cumulative Expenses</i>	<i>Balance</i>
High School #2	\$ 323,000,000	\$ 323,000,000	\$ 216,454,342	\$ 52,748,563	\$ 53,797,095
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	\$ -	\$ 32,500	\$ 13,967,500
Safety & Security Projects	\$ 5,000,000	\$ 5,000,000	\$ 1,227,734	\$ 46,586	\$ 3,725,680
Land	\$ 30,000,000	\$ 30,000,000	\$ 5,403,891	\$ 7,221,905	\$ 17,374,204
Project Savings	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projects	\$ 376,000,000	\$ 376,000,000	\$ 223,348,858	\$ 61,124,870	\$ 91,526,272
Fees Associated with Sale of Bond		\$ 830,037	\$ -	\$ 830,037	\$ -
Total Bond Package	\$ 376,000,000	\$ 376,830,037	\$ 223,348,858	\$ 61,954,908	\$ 91,526,272
Bond Interest		\$ 17,832,959	\$ -	\$ -	\$ 17,832,959
Salaries	\$ -	\$ 214,110	\$ -	\$ 214,110	\$ -
Total Interest Earnings	\$ -	\$ 18,047,069	\$ -	\$ 214,110	\$ 17,832,959

**Unaudited*



SUPERINTENDENT BRIEFING

July 29, 2024



MEDINA VALLEY ISD

EST. 1959

Back-to-School
**MILITARY
FAMILY NIGHT**

Loma Alta Middle School
Cafeteria & Gym

August 1, 2024

5:30 REFRESHMENTS AND ICE BREAKER

6:00 WELCOME

Dr. Scott Caloss, MVISD Superintendent of Schools

6:05 MVHS TX-20009TH AFJROTC

Presentation of Colors and Pledge of Allegiance

6:10 GUEST SPEAKERS

Major Jessica Knepper, Senior Aerospace Science
Instructor

Sarah Young, Secondary Teacher
Military Representative

6:30 - 7:30 SHOWCASE

7:15 CLOSING

Door prizes

All MVISD Military
Families are invited
to attend our
Back-to-School
Military Family Night
on August 1 at Loma
Alta MS at 6 p.m.



Congratulations to our CDL Coordinator, Ms. Amanda Clemens, who has obtained her 3rd Party Examiner's License from the Texas Department of Public Safety!



A BIG CHECK of \$24,000
was handed to the
Medina Valley High
School Athletics
Program from the
Medina Valley Athletic
Booster Club.



Medina Valley FFA members were recognized at the 2024 Texas FFA Convention in Houston, ²⁴ Recognitions included: Lone Star Degree recipients, State Champion Agricultural Advocacy Awards and \$20,000 in scholarships.



MVISD will hold our first Back-to-School Resource Fair on August 6.

PROPOSED REVISIONS

Meeting Place and Time

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

Regular Meetings

Regular meetings of the Board shall normally be held on the fourth Monday of each month at 6:~~003030~~ p.m. When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

Special or Emergency Meetings

The Board President shall call special meetings at the Board President's discretion or on request by two members of the Board.

The Board President shall call an emergency meeting when it is determined by the Board President or two members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

Agenda

Deadline

The deadline for submitting items for inclusion on the agenda is the seventh business day before regular meetings and the third business day before special meetings.

Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject requested by a Board member without that Board member's specific authorization.

Notice to Members

Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least one hour prior to the time of an emergency meeting.

Closed Meeting

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

Order of Business

The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.

Rules of Order

The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

Voting

Voting shall be by voice vote or show of hands, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request. [See BDAA(LOCAL) for the Board President's voting rights]

Consent Agenda

When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Minutes

Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary.

The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.

Discussions and Limitation

Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time

limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

MAINTENANCE

Year	HVAC	Electrical	Roofing	Total
2024-2025	Kitchen/Cafe/Band Hall (10) units Total \$281,000.00 [2]	Switch Gear Campus Total \$42,500.00	N/A	323,500- 170,000 for approved current projects
2025-2026	(7) Split Units for Gym Main/Practice units are over 20 years old Total \$630,000.00 [1]	Segment 1 Admin/Hallways Total \$20,000.00	Repairs/Up keep Total \$55,000.00	\$705,000.00
2026-2027	(20) Split Units 25 tons for 100 wing are over 20 years old Total \$630,000.00 [3]	Segment 2 Classrooms Total \$20,000.00	Repairs/Up keep Total \$60,000.00	\$710,000.00
2027-2028	(20) Split Units for 200 wing units are over 20 years old Total \$630,000.00 [4]	Segment 3 Classrooms Total \$20,000.00	Repairs/Up keep Total \$65,000.00	\$715,000.00
2028-2029	(20) Split Units for 300/400 wing units are over 20 years old Total \$630,000.00	Segment 4 Classroom Total \$20,000.00	Repairs/Up keep Total \$70,000.00	\$720,000.00
2029-2030				
2030-2031				
2031-2032				
2032-2033				
2033-2034				

LACOSTE				
Year	HVAC	Electrical	Roofing	Total
2024-2025	Segment 1- Replace ALL bearings/pully Total \$20,000.00 (2) Bard Units Portable Total \$15,000.00	N/A	Fair	\$35,000.00
2025-2026	Segment 2- Direct Drive AHU 1 Total \$18,000.00	Segment 2- Hallway A LED lights Total \$5,000.00	Fair	\$23,000.00
2026-2027	Segment 3- Direct Drive AHU 6 Total \$25,000.00	Segment 3- Hallway B LED Lights Total \$5,000.00	Fair	\$30,000.00
2027-2028	Segment 4- Chiller York (1) replacement 19 years Total \$300,000.00	Segment 4- Classrooms LED Lights Total \$15,000.00	Fair	\$315,000.00
2028-2029	Segment 5- Chiller York (2) replacment 20 years Total \$300,000.00	Segment 4- Classrooms LED Lights Total \$15,000.00	Fair	\$315,000.00
2029-2030				
2030-2031				
2031-2032				
2032-2033				
2033-2034				

POTRANCO

Year	HVAC	Electrical	Roofing	Total
2024-2025	(5) Mini Spilts (20 yrs) (3) Fresh Air Units= (20 yrs) Total \$350,000.00	Segment 1 Hallway LED Lights Total \$5,000.00	Fair	\$355,000.00
2025-2026	(3) Split Units for Cafe/Kitchen/Stage= (20 yrs old) Total \$375,000.00 [1]	Segment 2 Classrooms Total \$15,000.00	Fair	\$390,000.00
2026-2027	(5) Segment 3 Split Units Total \$380,000.00	Segment 3 Classrooms Total \$15,000.00	Fair	\$395,000.00
2027-2028	(5) Segment 5 Split Units Total \$385,000.00	Segment 4 Calsrooms Total \$15,000.00	fair	\$400,000.00
2028-2029	Chiller Replacement \$150,000.00	Segment 5 Calsrooms Total \$15,000.00	Fair	\$165,000.00
2029-2030				
2030-2031				
2031-2032				
2032-2033				
2033-2034				

CASTROVILLE				
Year	HVAC	Electrical	Roofing	Total
2024-2025	Segment 1- E-Building Air Units (2) Currently two not working 14 years old Total \$50,000.00	N/A	fair	\$50,000.00
2025-2026	Segment 2- Chiller Library replacement 15 years old Total \$130,000.00	Segment 2- Switch gear replacement Total \$30,000.00	fair	\$160,000.00
2026-2027	Segment 3- Split Units E- wing (5) each Total \$50,000.00 16 years	Segment 3- Switch gear replacment Total \$30,000.00	fair	\$80,000.00
2027-2028	Segment 4- Spilt Units B-wing (5) Total \$55,000.00 17 years	Segment 4- Switch gear replacement \$30,000.00	fair	\$85,000.00
2028-2029	Segment 5- Heating Boiler 19 years Total \$100,000.00	Segment 5- Switch gear replacment Total \$30,000.00	fair	\$130,000.00
2029-2030				
2030-2031				
2031-2032				
2032-2033				
2033-2034				

MVMS

Year	HVAC	Electrical	Roofing	Total
2024-2025	Segment 1- 6 grade Chiller repair Total \$49,700.00 approved	Segment 1- Main Gym LED lights Total \$4,800.00 complete	Roof is in good shape	\$54,500.00
2025-2026	Segment 2- Package Units B/G Locker room Total \$50,000.00	Segment 2- Voc/Lockerroom. LED lights Total \$10,000.00	Roof is in good shape	\$60,000.00
2026-2027	Segment 3- Chiller replacement Total \$130,000.00 (17 years)	Segment 3- Classrooms LED Total \$10,000.00	Roof is in good shape	\$140,000.00
2027-2028	Segment 4- Annex Spilt Units Total \$200,000.00	Segment 4- Classrooms LED Total \$7,000.00	Roof is in good shape	\$207,000.00
2028-2029	Segment 5- Central Office Total \$200,000.00	Segment 5- Classrooms LED Total \$7,000.00	Roof is in good shape	\$207,000.00
2029-2030				
2030-2031				
2031-2032				
2032-2033				
2033-2034				

LADERA

Year	HVAC	Electrical	Roofing	Total
2024-2025	Segment 1- Wash Chiller Coils	N/A	N/A	
2025-2026	Segment 2- Eddie Current Total \$10,000.00	N/A	N/A	\$10,000.00
2026-2027	Segment 3- PM Grease/Belts Total \$10,000.00	N/A	N/A	\$10,000.00
2027-2028	Segment 4- Wash coil	N/A	N/A	
2028-2029	Segment 5- Eddie Current Test Total \$10,000.00	N/A	Segment 5- Maint. Total \$20,000.00	\$30,000.00
2029-2030				
2030-2031				
2031-2032				
2032-2033				
2033-2034				

LUCKEY RANCH

Year	HVAC	Electrical	Roofing	Total
2024-2025	N/A	N/A	N/A	
2025-2026	N/A	N/A	N/A	
2026-2027	N/A	N/A	N/A	
2027-2028	N/A	N/A	N/A	
2028-2029	N/A	N/A	N/A	
2029-2030				
2030-2031				
2031-2032				
2032-2033				
2033-2034				

LAMS				
Year	HVAC	Electrical	Roofing	Total
2024-2025	N/A	N/A	N/A	
2025-2026	N/A	N/A	N/A	
2026-2027	Segment 3- Eddie Current Test Total \$10,000.00	N/A	N/A	\$10,000.00
2027-2028	N/A	N/A	N/A	
2028-2029	N/A	N/A	N/A	
2029-2030				
2030-2031				
2031-2032				
2032-2033				
2033-2034				

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

June 24, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

A **Regular Board Meeting** of the Board of Trustees was held Monday, June 24, 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

Matt Castiglione, Board Vice 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, Joe Biediger, Jason Bonney, Blane Nash and Ben Juarez. Nathan Fillinger was 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. Announcements/Communications/Presentations

A Board Committee Reports

- Finance Committee, presented by Blane Nash, Committee Chair
- Construction Committee, presented by Joe Biediger, Committee Chair
- Curriculum Committee, presented by Jason Bonney, Committee Chair
- Safety and Security Committee, presented by Jennilea Campbell, Committee Member

B Construction Briefing, presented by Rafael Barajas

- High School #2
- Medina Valley High School Stadium Turf Project

C Financial Briefing, presented by Crystal Hermes

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

D Superintendent Briefing, presented by Dr. Caloss

- Student Achievements
- Staff Achievements
- District Enrollment Numbers

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

June 24, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

- E Presentation of the 2023-2024 SHAC Report and Triennial Assessment, presented by Tiffany Eckenrod
- F Presentation of STARR Scores for 2023-2024, presented by Brandi Hendrix
- G First Reading for District Initiated Policy Revision to DEE (Local), presented by Crystal Hermesch

IV. Discussion and Possible Action Items

- A Consider Approval of Minutes for the Regular Board Meeting on May 30, 2024, and the Special Board Meeting on June 10, 2024 and June 19, 2024

Joe Biediger made a Motion, seconded by Jason Bonney, to approve the Board Minutes for the May 30, 2024 Regular Meeting, and the June 10, 2024 and June 19, 2024 Special Board Meetings as presented. All of the Board Members voted for and the Motion passed.

- B Consider Approval of Appointment of Community SHAC Members for 2024-2025

Blane Nash made a Motion, seconded by Jason Bonney, to approve the Appointment of Community SHAC Members for the 2024-2025 year as presented. All of the Board Members voted for and the Motion passed.

- C Consider Approval of District Initiated Local Policy Revision for DNA (Local)

Jennilea Campbell made a Motion, seconded by Joe Biediger, to approve the District Initiated Local Policy Revision for DNA (Local) as presented. All of the Board Members voted for and the Motion passed.

- D Consider Approval for the Purchase of the Age of Learning Software Program for \$88,900.00

Jason Bonney made a Motion, seconded by Joe Biediger, to approve the purchase of the Age of Learning Software Program for \$88,900.00 as presented. All of the Board Members voted for and the Motion passed.

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

June 24, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

- E Consider Approval of the agreement and purchase of Newsela ELA, Social Studies, and Formative Gold in the amount of \$194,482.00 for 2 years (\$97,241.00 per year)

Blane Nash made a Motion, seconded by Ben Juarez, to approve the agreement and purchase of Newsela ELA, Social Studies, and Formative Gold in the amount of \$194,482.00 for 2 years (\$97,241.00 per year) as presented. All of the Board Members voted for and the Motion passed.

- F Consider Approval of the 2024-2025 year Agreement for services with Assessment Intervention Management, LLC (AIM), not to exceed the amount of \$200,000.00

Joe Biediger made a Motion, seconded by Jason Bonney, to approve the 2024-2025 year Agreement for services with Assessment Intervention Management, LLC (AIM), not to exceed the amount of \$200,000.00 as presented. All of the Board Members voted for and the Motion passed.

Matt Castiglione, Board Vice President announced at 7:08 pm that the Board of Trustees would convene in closed session as authorized by Section 551.071, 551.074, and 551.076 of the Texas Open Meetings Act to consider agenda item V - A, B, and C. No action took place in closed session.

V. 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)
- Medina Valley High School Principal
- C Considering the deployment, specific occasions for, or implementation of, security personnel or devices (TX Govt. Code Section 551.076)
- Marshal Program

The Board is reconvening into Open Session at _____pm. For the record, no action was taken in closed session.

Board Vice President Matt Castiglione announced that the Board would reconvene into Open Session on June 24, 2024 at 7:44 pm.

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

June 24, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

VI. Continued Discussion and Possible Action Items

- A** Consider Approving the Superintendent's Recommendation to hire the Medina Valley High School Principal

Blane Nash made a Motion, seconded by Jennilea Campbell, to approve the Superintendent's recommendation to hire Elisa McCracken for Medina Valley High School Principal as presented. All of the Board Members voted for and the Motion passed.

- B** Consider Approval of TASB Initiated Local Policy Update 123, affecting Local Policies BBD, BBFA, CKC, CKE, CKEC, CQC, DCE, DGBA, EEH, EFA, EFB, FNG, and GF

Joe Biediger made a Motion, seconded by Jason Bonney, to approve the TASB Initiated Local Policy Update 123, affecting Local Policies BBD, BBFA, CKC, CKE, CKEC, CQC, DCE, DGBA, EEH, EFA, EFB, FNG, and GF as presented. All of the Board Members voted for and the Motion passed.

- C** Consider Approval of District Initiated Policy Revision to DH (Local)

Ben Juarez made a Motion, seconded by Jennilea Campbell, to approve the District Initiated Local Policy revision to DH (Local) as presented. All of the Board Members voted for and the Motion passed.

- D** Consider the Adoption of the Resolution requesting a Good Cause Exception to HB 3

Blane Nash made a Motion, seconded by Jason Bonney, to adopt the Resolution requesting a Good Cause Exception to HB 3 as presented. All of the Board Members voted for and the Motion passed.

- E** Consider Adoption of the Resolution for the Marshal Program

Ben Juarez made a Motion, seconded by Jennilea Campbell, to adopt the Resolution for the Marshal Program as presented. All of the Board Members voted for and the Motion passed.

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

Board Minutes

June 24, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

F Consider the Approval of the 2024-2025 Compensation Plan

Jennilea Campbell made a Motion, seconded by Jason Bonney, to approve the 2024-2025 Compensation Plan with 3% increase on the midpoint. All of the Board Members voted for and the Motion passed.

G Consideration of Future Meeting Dates

The next Regular Board Meeting is scheduled for July 29, 2024 at 6 pm.

VII. Adjournment

Jason Bonney made a Motion, seconded by Joe Biediger, to adjourn the Regular Board Meeting at 7:58 pm on June 24, 2024. All of the Board Members voted for and the Motion passed.

Matt Castiglione, Board Vice President

Jennilea Campbell, Board Secretary

Board Approved _____



Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: July 29, 2024

Agenda item: Consider approval of extension of depository contract with Broadway Bank

Background Information:

A school district must have a depository bank into which the Texas Education Agency (TEA) can deposit funds for the district. Each school district's depository contract must be renewed every two years. The district entered into a contract with Broadway Bank on September 1, 2021. The current renewal cycle is 2023-2025, however, a signed extension was not completed last September.

Administrative Consideration:

- This will be the 1st extension of the current contract.

Supporting Documents:

- Board Resolution Extending Depository Contract for Funds Of Independent School Districts Under Texas Education Code, Chapter 45, Subchapter G, School District Depositories

Recommendation:

It is recommended to approve the depository contract extension with Broadway Bank for the two-year period ending August 31, 2025.

**Board Resolution Extending Depository Contract for Funds
Of Independent School Districts Under Texas Education Code,
Chapter 45, Subchapter G, School District Depositories**

Resolved by the _____ **that:**

Board of Trustees

located at _____

(Name of Depository Bank)

(Name of County)

County, State of Texas, being a bank as defined in section 45.201 of the Texas Education Code, and _____ (CDN: _____) agree to extend this depository

(Name of District)

contract pursuant to Texas Education Code Section 45.205, for an additional two-year term from _____, through _____. Under Texas Education Code Section 45.205(b), a school district and the district's depository bank may agree to extend a depository contract for three additional two-year terms. The extension constitutes the parties' _____ two-year term.

(first, second, third)

Furthermore, under Texas Education Code Section 45.205(c), the contract term and any extension must coincide with the school district's fiscal year.

AGREED AND ACCEPTED on behalf of _____

Name of District

this the _____ day of _____, _____.

Signature of President of School Board

AGREED AND ACCEPTED on behalf of Depository this the _____ day of _____, _____.

Typed Name of Depository

Signature of Authorized Bank Officer

Title of Authorized Bank Officer

Acknowledgement

Acknowledged before me in _____ County, Texas, on _____, 20____, by

_____, bank officer of the Depository named in the preceding document, for the Depository.

Signature of Notary

(SEAL)

Notary Public in and for _____
County, Texas



Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: July 29, 2024

Agenda Item: Consider District Initiated Revision to DEE (Local)

District Initiated Revisions to DEE (Local) are in regard to employee meal reimbursements.

The current policy reads as follows:

Prior Approval Required

An employee shall be reimbursed for reasonable, allowable expenses incurred in carrying out District business only with the prior approval of the employee's supervisor and in accordance with administrative regulations.

Documentation Required

For any allowable expense incurred, the employee shall submit a statement, with receipts to the extent feasible, documenting actual expenses.

Exception

Expenses for meals associated with authorized overnight travel not related to a state or federal grant shall be paid to employees on a per diem basis. No receipts shall be required for expenses paid on a per diem basis.

Administration recommends removing the exception from local policy to ensure that regardless of the funding source employees are providing documentation for all reimbursements.

Employee Meal Reimbursement

Board Policy – DEE (Local)

Expense Reimbursement

- An employee shall be reimbursed for reasonable, allowable expenses incurred in carrying out District business only with the prior approval of the employee's supervisor and in accordance with administrative regulations.
- For any allowable expense incurred, the employee shall submit a statement, with receipts to the extent feasible, documenting actual expenses.
- *Expenses for meals associated with authorized overnight travel not related to a state or federal grant shall be paid to employees on a per diem basis. No receipts shall be required for expenses paid on a per diem basis.*

PROPOSED REVISIONS

**Prior Approval
Required**

An employee shall be reimbursed for reasonable, allowable expenses incurred in carrying out District business only with the prior approval of the employee's supervisor and in accordance with administrative regulations.

**Documentation
Required**

For any allowable expense incurred, the employee shall submit a statement, with receipts to the extent feasible, documenting actual expenses.

~~Exception~~

~~Expenses for meals associated with authorized overnight travel not related to a state or federal grant shall be paid to employees on a per diem basis. No receipts shall be required for expenses paid on a per diem basis.~~



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: July 29, 2024

Agenda item: Consider approval of a Budget Amendment

Background Information:

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.

Administrative Consideration:

- The district received insurance proceeds from a bus accident in February and the funds will be used to repair the bus involved.

Supporting Documents:

- Budget Amendment Request Form

Recommendation:

The administration recommends an increase of \$5,974 to the General Fund for the transportation budget as presented.

Medina Valley Independent School District

BUDGET AMENDMENT REQUEST FORM

Board Meeting Presentation Date: July 29, 2024
Fund Name & Number: General Fund - 199
Dept. Requesting Budget Amendment: Finance & Operations

PURPOSE OF AMENDMENT:

Increase to Budget

Function Increase	34	\$	5,974
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EXPLANATION FOR AMENDMENT:

Function 34: To increase the transportation budget for an insurance recovery payment that was received, which will allow the repairs to the bus to be completed.



Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: 6/29/2024

Agenda Item: Consider approving Foreign Exchange Student Waiver

Background Information:

The high school student enrollment has exceeded the capacity of the current building and is adding 4 portables with 8 classrooms to try to provide enough classrooms for current enrolled students. Currently, there is no limit on the number of foreign exchange students that can enroll in our district. We would like to limit the number of foreign exchange students to 2 per year to help with overcrowding in our classrooms, hallways, and cafeteria.

Supporting Document(s):

- Foreign Exchange Student Waiver

Recommendation:

It is recommended that the Board of Trustees approve the Foreign Exchange Student Waiver as presented.



Waivers

2024-2025 Application for Foreign Exchange Student Waiver (Less Than 5 per High School)

Waiver ID: 77849

Application Information

Category: General

Creator: Brandi Hendrix, District Editor

Status: Draft

Creation Date: 7/15/2024

Approving Superintendent:

Assigned To: Brandi Hendrix

LEA Contact

Full Name: Brandi Hendrix

Phone: (830) 931-2243 Ext: 1101

Email: brandi.hendrix@mvisd.org

LEA Information

LEA: MEDINA VALLEY ISD (163908)

Address: 8449 F M 471 S, CASTROVILLE, TX 78009-9531

Phone: (830) 931-2243

Date of LEA Board of Trustees Approval

Date:

Special Instructions

The waiver is subject to the provisions in the guidelines and FAQ.

<https://tea.texas.gov/texas-schools/waivers/state-waivers/state-waiver-types-general#Foreign>

Pursuant to TEC §25.001(e) this general waiver allows the district to limit the number of foreign exchange students to a number that is less than five per high school. An application to limit the number to five or more per high school must be submitted as an expedited waiver.

Waiver Details

Number of Students Requested: 2

General Questions

1. Give a brief narrative description of the requested waiver.

The district is requesting this waiver to limit the amount of foreign exchange students admitted to the district to 2 students, due to overcrowding at our high school campus. We are a fast growth district, growing at a rate of 3.5 to 4 percent per year. This fast growth is impacting our building capacity and our class size ratio of students to teacher.

2. Does the district or campus plan reflect the need for this waiver? If yes, what is the specific objective impacted by the waiver?

Yes. Maximum class size ratio of 30 students to 1 teacher.

3. Cite the section(s) of the Texas Education Code or the Texas Administrative Code that the district or campus wishes to waive.

Education Code 25.001(b)(6), (e)

4. Describe the plan to be implemented, if the waiver is granted.

If the waiver is granted, the district will limit enrollment of foreign exchange students to 2 per school year. Host families of foreign exchange students will register foreign exchange students during new student registration. Once the limit of 2 foreign exchange students is met for the year, the host families will be told that there is not space for any additional students and they will need to find a different district to register their foreign exchange student.

5. How will granting this waiver help achieve the district's or campus' objective?

The district's objective is to have adequate space for enrolled students and maintain a teacher student ratio of 1 to 30 students at the secondary campuses.

6. Please explain how the school district or campus will evaluate the impact of the waiver towards meeting the district's or campus' goal.

The district closely monitors enrollment projections and actual enrollment numbers to ensure that we have adequate space and teaching staff for our students. We will track the number of foreign exchange students that are denied access to enrollment each year of the waiver and determine, once our new high school campus is open, if we can adjust the limit to foreign exchange students once we are no longer above capacity.

Requested Years

- 2024-2025
- 2025-2026
- 2026-2027

LEA Attachments (0)

There are no LEA attachments.



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: 6/24/2024

Agenda Item: Consider approving T-TESS Appraisal Calendar and Appraisers for 2024-2025 School Year

Background Information:

Each year, the board must approve the T-TESS Appraisal Calendar and the list of certified appraisers for each campus and alternate district appraisers.

Supporting Document(s):

- 2024-2025 T-TESS Appraisal Calendar
- MVISD List of Certified Appraisers

Recommendation:

It is recommended that the Board of Trustees approve the 2024-2025 Appraisal Calendar and List of certified appraisers as presented.

June 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30



T-TESS Appraisal Calendar 2024-2025

August

- 12 T-Tess Orientation Completed (all teachers)
- 13 First Day of School
- 16 All Teachers assigned an appraiser in Strive
- 19 Teachers may submit Goals to appraiser

September

- 20 Teacher Goals DUE
- 20 End of First 6 Weeks (28 Days)
- 23 Student Holiday/Teacher PD
- 24 Deadline to approve Teacher Goals
- 25 Teacher Observations may begin

October

- 14-15 Student Holiday/Teacher Trade Out Day
- 16-18 Student/Teacher Break
- 21 No observations following break

November

- 4 End of 2nd 6 Weeks (24 Days)
- 11 Student Break/Teacher PD
- 25-29 Thanksgiving Break

December

- 2 No observations following break
- 20 Early Release/ End of 3rd 6 Weeks (29 Days)
- 23-31 Student/Teacher Break

January

- 1-3 Student/Teacher Break
- 6 Student Break/Teacher Workday
- 7 Student Break/Teacher PD
- 8 No observations following break
- 20 Student/Teacher Break
- 21 No observations following break
- 24 Student Holiday/Teacher Compliance
- 27 No observations following break

February

- 17 Student/Teacher Break
- 18 No observations following break
- 21 End of 4th 6 Weeks (30 Days)
- 24 Student Break/Teacher PD

March

- 10-14 Student/Teacher Break
- 17 No observations following break

April

- 11 End of 5th 6 Weeks (29 Days)
- 18 Student/Teacher Break
- 21 Bad Weather Makeup Day
- 22 No observations following break

May

- 9 All Summative Conferences must be complete
- 26 Student/Teacher Break
- 29 Early Release / End of 6th 6 Weeks (31 Days)
- 30 Teacher PD/Workday

December

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**MVISD List of Certified Appraisers
2024-2025**

Observation Calendar

First day to conduct observations:	September 25, 2024
End-of-year conferences may begin:	March 18, 2025
End-of-year conferences must be completed by:	May 9, 2025

Appraisers

Elisa McCracken - MVHS	Gerri Butler - Castroville
John Slaton	Elizabeth Maggio
Amanda Monteiro	
Ashleigh Weeaks	Audrey White- Potranco
Kathryn Nevarez	Erika Zamora
Dustin Hurley	Cassidy Wyrick
Oscar Vega	
Michael Lopez	Mirella Campbell- LaCoste
	Ruth Bernard
Melissa Gonzales- LAMS	Katie Boatright
Stephanie Bippert	
Daniel Williams	Mark Raygosa- Luckey Ranch
Sarah Chadwell	Kayla Leal
	Maria Cisneros
Lesli Solis- MVMS	
Megan Britt - MVMS	Laura Davila- Ladera
Abel Martinez - MVMS	Kira Cassiano
Marivel Sanchez Quinones	Kathy Hernandez
Roland Villanueva - DAEP	Brenda Estrella-Pagan- Silos
	Malori Delgado
	Christopher Crowther
<i>District</i>	
Brandi Hendrix	
Amy Millis	
Tanner Lange	



Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: July 29, 2024

Agenda item: Consider Approval of MOU between MVIDS and Medina County with the Medina County Sheriff's Office.

Background Information:

In conjunction with the requirements set forth with Texas Education Code Section 37.0814, SB 1371 and HB 3, the Board of Trustees for each school district shall ensure at least one security officer carrying a handgun is present during the regular school hours at each District campus. A security officer must be: a school district peace officer; a school resource officer; a commissioned peace officer. The District would like to continue to partner with Medina County and the Medina County Sheriff's office to provide SROs for the 24-25 school year as detailed in the MOU, which is attached as a supporting document.

Administrative Consideration:

This memorandum outlines our intention to enter into a formal MOU with Medina County and the Medina County Sheriff's Office to enhance our capacity to provide effective SRO services. We believe this collaboration will strengthen our ability to meet the needs of our stakeholders. The MOU shall be in effect through June 1, 2025.

Supporting Documents:

Amended MOU with MVIDS and Medina County and the Medina County Sheriff's Office

Recommendation:

It is recommended to approve the amended MOU with MVIDS and Medina County, with the Medina County Sheriff's Office as presented.

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

This Interlocal Cooperation Contract (the “Agreement” or “Contract”) is made by and between the County of Medina (“Medina County” or “County”) and the Medina Valley Independent School District (“Medina Valley ISD,” “MVISD,” or “District”), each a political subdivision of the State of Texas and a “Party” hereunder, collectively referred to herein as “Parties.”

WHEREAS, Texas Government Code Section 791 (“The Interlocal Cooperation Act”) authorizes local governmental entities to enter into interlocal contracts for the provision of governmental functions and services; and

WHEREAS, Texas Government Code Section 791.003 specifically authorizes interlocal contracts regarding police protection and services; and

WHEREAS, Section 37.081 of the Texas Education Code authorizes a board of trustees for a school district to enter into an agreement with a local law enforcement agency for the provision of school resources officers; and

WHEREAS, Medina Valley ISD seeks to enter into an agreement with the County and the County agrees to provide for and to manage a School Resource Officer (“SRO”) Program for Medina Valley ISD; and

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

WHEREAS, each party to this Contract, finds that the execution and performance of this interlocal cooperation contract is in the common interest of both parties; that the terms of this contract will increase the efficiency and efficacy of the delivery of services by each of the parties thereby benefitting the public interest; and that the division and payment of costs contemplated in this Contract contemplates the services agreed to be performed under the contract; and

WHEREAS, Medina Valley ISD and the County desire to set forth in this Interlocal Cooperation Contract the specific terms and conditions of the services to be performed and provided by the said SROs for Medina Valley ISD.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Purpose

The purpose of this Agreement is to formalize and clarify the partnership between the District and the Medina County Sheriff's Department to implement a School Resource Officer ("SRO") program (the "Program") in order to ensure the safety of students, district personnel and the Medina Valley ISD school community school; to help maintain a positive school climate for all students, families, and staff; to MVISD in the response to a school crisis incident; and to facilitate appropriate information-sharing between the Medina County Sheriff's Department and the Medina Valley Independent School District.

II. Goals and Objectives

It is understood and agreed that MVISD's and the County's officials share the following goals and objectives with regard to the SRO program:

- 2.1 To foster educational programs and activities that will increase student's knowledge of the law and law enforcement agencies;
- 2.1 To protect the health, safety and welfare of all students, employees, and citizens by acting swiftly and cooperatively with MVISD's Superintendent, Campus Administrators, and personnel when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;
- 2.2 To respond to any threat to the safety of students or staff and protect the lives and property of the District, employees, students, and citizens;
- 2.4 To encourage SROs to provide traffic control at schools when deemed necessary for the safety and protection of students and the general public;
- 2.5 To encourage SROs to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events and concerts;
- 2.6 To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school; and
- 2.7 To cooperate with law enforcement officers in their investigations of criminal offenses which occur on or off campus related to MVISD students.

III. Duties of School Resource Officers

Pursuant to Texas Education Code Section 37.081, the Board of Trustees of Medina Valley ISD has determined the law enforcement duties of school resource officers as defined by CKE (Local) outlined in Exhibit "A" attached hereto and incorporated herein for all purposes. The Parties understand that assigned duties shall comply with those outlined in Exhibit "A."

IV. Employment and Assignments

- 4.1 The SROs shall be employees of the Medina County Sheriff's Department and shall be subject to the administration, supervision and control of Medina County. The SROs are not employees of MVISD. The individual assignment of the SROs that are designated participants in this program will be determined by the mutual agreement of the MVISD Superintendent, or the Superintendent's designee, and the County's Sheriff, or his designee.
- 4.2 The County agrees to provide and to pay the SROs' salary and employment benefits in accordance with the applicable salary schedules and employment practices of the County. The SROs shall be subject to all other personnel policies and practices of the County.
- 4.3 The County, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs. The County shall hold harmless and indemnify MVISD, including its officers, employees, and agents from and against any and all claims, lawsuits, cause of action, grievances, costs, and losses arising out of allegations of unfair or unlawful employment practices or conditions brought by any SRO.
- 4.4 In the event an SRO is absent from work, the SRO shall notify his supervisor in the County. The County will then notify the principal and agrees to assign, if available, another SRO, to substitute for the SRO who is absent. In the event an SRO is absent due to illness or disability for a period of ten (10) consecutive workdays, the County agrees to assign a substitute SRO to assume and perform the duties of the SRO who is absent from work, which said substitute shall be approved by both parties.
- 4.5 An SRO shall be subject to reassignment to another campus or removal from the SRO Program by MVISD for failure to comply with an assigned duty or failure to advance the goals and objectives of the SRO Program. Such removal will be made by the Medina County Sheriff's Department in consultation with the principal of the campus at which the SRO is assigned.
- 4.6 The County agrees to assign and maintain five (5) SROs for MVISD for the period from August 1, 2024 through December 1, 2024. These officers shall be stationed at the following elementary campuses:
- One (1) Officer at LaCoste Elementary
 - One (1) Officer at Ladera Elementary
 - One (1) Officer at Luckey Ranch Elementary
 - One (1) Officer at Potranco Elementary
 - One (1) Officer at Castroville Elementary
- 4.7 The County agrees to assign and maintain five (5) SROS for MVISD from August 1, 2024 through June 1, 2025 as follows:
- Two (2) Officers at Medina Valley High School
 - One (1) Officer at Loma Alta Middle School
 - One (1) Officer at Medina Valley Middle School
 - One (1) Officer at DAEP

V. Assigned Hours

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

The Medina Valley ISD Superintendent, Superintendent's designee, or principal of each campus that uses the services of a campus peace officer, shall coordinate and work with the peace officer(s) with respect to the law enforcement services to be provided and any special issues that warrant increased attention. The campus Principal shall have the discretion to establish the daily tasks of the officer assigned to that campus, including designating specific campus issues to be addressed. Medina Valley ISD shall pay and reimburse Medina County for the security services provided as set forth in Section 8.1 below.

VI. Qualifications and Training of School Resource Officers

To be an SRO, an officer must first meet all of the following basic qualifications:

- 6.1 Shall be a licensed peace officer under the laws of the State of Texas;
- 6.2 Shall possess a sufficient knowledge of the applicable Federal and State Laws, City and County ordinances, MVISD Board Policies, MVISD Student Code of Conduct, Texas Education Code, and regulations;
- 6.3 Shall be capable of conducting in depth criminal investigations;
- 6.4 Shall possess even temperament and set a good example for students;
- 6.5 Shall possess communication skills, which would enable the officer to function effectively within the school environment;
- 6.6 Shall have at minimum the following certification courses as delineated by TCOLE: Child Abuse Prevention and Investigation (2105); Use of Force (2107); Arrest, Search and Seizure (2108); Crisis Intervention Training (3841); and Active Shooter Response for School Based Law Enforcement (2195);

- 6.7 The SRO program will work to implement restorative justice practices, including the goal of repairing harm through inclusive processes that engage all stakeholders, as well as shifting discipline from punishment to learning and rehabilitation/restoration for minor, non-violent offenses. Stakeholders should be in agreement to pursue such processes for each incident. SROs will seek to understand and address the circumstances which contributed to a crime occurring. SROs shall agree to abide by the District's Student Code of Conduct at all times.
- 6.8 SROs will work to implement the statutory goals of the Juvenile Justice Code, which include but are not limited to:
- A. Strengthen public safety;
 - B. Promote the concept of punishment for criminal acts;
 - C. Remove, where appropriate, the taint of criminality from children committing certain unlawful acts;
 - D. Provide treatment, training, and rehabilitation that emphasizes the accountability and responsibility of both the parent and the child for the child's conduct (§51.01, Texas Family Code).
- 6.9 SROs will attend professional development training, as required by the County and MVISD.
- 6.10 SROs shall complete the education and training program required by Section 1701.263 of the Texas Occupations Code which includes a curriculum that incorporates learning objectives regarding child and adolescent development and psychology; positive behavioral interventions and supports, conflict resolution techniques, and restorative justice techniques; de-escalation techniques and techniques for limiting the use of force, including the use of physical, mechanical, and chemical restraints; and mental health crisis intervention.
- 6.11 MVISD will review Board of Education Policies, regulations and procedures with SROs during the term and times depicted on this Agreement. The County shall ensure that all SROs shall have all applicable and required training as required by state and federal laws and regulations. Such training shall include TEA approved training on the use of a bleeding control station in the event of injury to another person.
- 6.12 The County ensures that SROs shall maintain their required forty (40) hours of continued education every two years as required by Texas Occupations Code Section 1701.351.
- 6.13 MVISD personnel shall provide all SROs with a walkthrough of MVISD campuses they are assigned to and shall provide the County and all SROs with blueprints for all MVISD campuses as well as a list of all teachers and their assigned classrooms. Additionally, MVISD shall provide the County with a written list of all school personnel who are permitted to carry a firearm on a school campus. Such written list shall include the person's name and room number(s) as to where such a person may be located while on the school campus.
- 6.14 The County's SROs shall comply with all legal statutes relating to search and seizure and use of force.

VII. Uniform, Supplies and Equipment

The County agrees to provide each SRO with the following equipment:

- 7.1 SROs shall be provided with a regular County uniform;
- 7.2 Properly equipped law enforcement motor vehicle, subject to availability;
- 7.3 The County agrees to maintain all vehicles assigned to SROs;
- 7.4 The County agrees to pay for gasoline, oil, replacement tires, and other expenses associated with said vehicles;
- 7.5 The County agrees to purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount minimally required under State law;
- 7.6 The County agrees to provide the standard issue pistol and rounds of ammunition for each SRO;
- 7.7 The County agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties;
- 7.8 MVISD will provide SROs with office equipment and office space to ensure that the goals set forth in this Agreement are met.

VIII. Consideration

- 8.1 MVISD agrees to pay, as consideration for the services provided under this Agreement, the actual salary, overtime, payroll, and benefits of any and all Medina County Sheriff's personnel assigned to MVISD during the times of engagement of the services outlined in this Agreement. MVISD will make monthly payments upon receipt of invoice from Medina County. The County shall send invoices to MVISD that include hours and days worked as well as any paid time off. MVISD shall pay the County within fifteen (15) days of receipt of invoices by the MVISD Business Office.
- 8.2 MVISD agrees to reimburse the County for the use of a county vehicle in the amount of one hundred fifty dollars (\$150.00) per month per vehicle for the term of this agreement. Such monthly payment shall be made by MVISD upon receipt of invoices from the County as set forth in Section 8.1.
- 8.3 In the event of any such review, or the renewal or extension of the term of this Agreement, the consideration to be given and paid by Medina Valley ISD for the services to be provided by Medina County under this Agreement shall be recalculated and determined for such extended or renewal term based on a sum or amount that is not less than Medina County's actual costs for providing such services.

IX. Term of Agreement

- 9.1 This Agreement will commence on **August XX, 2024** and automatically terminate on **May 31, 2025**. This Agreement may be terminated at any time, with or without cause, by County or MVISD giving thirty (30) days written notice to the other party of such termination. This

Agreement may not be changed, terminated, or modified other than as provided in the provisions herein outlined in this agreement.

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

X. Exchange of Information

- 10.1 It is mutually agreed that MVISD and the SROs will work together to curtail criminal activity on MVISD property. All SROs shall share any information with the MVISD Superintendent, or the Superintendent's designee, and Principals in relation to an arrest or an investigation involving MVISD personnel or students within 24 hours of the incident, except if such sharing of information impedes or obstructs the investigation of a crime or such sharing is prohibited by law. If an SRO withholds information or refuses to share information with the MVISD Superintendent, or the Superintendent's designee or campus Principal after an oral or written request has been made and there is no justifiable reason for the withholding of the information, then the SRO shall be removed from MVISD, upon the request of MVISD. To the extent allowed by the Family Educational Rights and Privacy Act and the Texas Education Code, MVISD shall share information relevant to the prosecution or investigation of a crime with the SROs.

XI. Insurance and Indemnification

- 11.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and Medina County and Medina Valley ISD shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.
- 11.2 It is understood and agreed between the Parties that each Party hereto shall be responsible for its own acts or omissions, including the acts or omissions of its employees, officers, trustees, and agents. Where injury or property damage result from the joint or concurring negligence of both Parties, liability, if any, shall be shared by each Party based on comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity.
- 11.3 Medina Valley ISD agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect, and insure itself, its property, its employees, officers, trustees and agents from any claim, cause of action, or liability arising out of the acts or omissions of Medina Valley ISD, its employees, officers, trustees or agents. Medina County agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect, and insure itself, its

property, its employees, officers, and agents from any claim, cause of action, or liability arising out of the acts or omissions of Medina County, its employees, officers or agents.

XII. Relationship of the Parties

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

XIII. General Provisions

- 13.1 Policy Making Authority. Medina Valley ISD shall have exclusive control, supervision and policy making authority for and with respect to the rules of conduct and regulations governing crowd control at athletic and special events. The final disciplinary action or other dispensation of any matter or issue involving only a violation of a rule or regulation of Medina Valley ISD shall be at the discretion of Medina Valley ISD; provided that in the event a sworn officer of Medina County observes any event, matter, or action that appears to constitute a violation of any local, state or federal penal or criminal law, then in such event, the investigation of and decision to file charge(s) on any such event shall be made by the Officer in Charge or the Sheriff.
- 13.2 Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty, responsibility or right as to either Medina Valley ISD or Medina County except with respect to the use and general provision of the services specifically set forth in this Agreement. This Agreement does not and shall not be interpreted to limit or extend any governmental or proprietary authority for or with respect to the provision of any service or the undertaking of any function or level of service except as specifically set forth herein.
- 13.3 Jurisdiction. Nothing in this Agreement shall be deemed to extend, increase, or limit the jurisdiction or authority of Medina County or Medina Valley ISD except as necessary to implement, perform, and obtain the services and duties provided for in this Agreement. Medina Valley ISD specifically extends jurisdiction and authority to Medina County to implement and perform its campus security duties provided for in this Agreement upon all property under the immediate control of Medina Valley ISD, save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by Medina Valley ISD, and all governmental and proprietary functions and services traditionally provided by Medina County, shall be, and remain, the sole responsibility of each respective Party.
- 13.4 Entire Agreement. This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral

representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both Parties.

- 13.5 Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either Party without the prior written consent of the other Party. Venue shall be in Medina County, Texas.
- 13.6 Governmental Immunity. Nothing in this Agreement shall be construed to waive, modify, or amend any legal defense available to Medina Valley ISD, Medina County, or any past or present Trustee, officer, agent, or employee, including, but not limited to governmental immunity from suit as provided by law. Neither MVISD or County waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the covenants contained herein. MVISD and the County acknowledge that MVISD and the County are both political subdivisions of the State of Texas and no provision of this Agreement shall be deemed to waive, modify, or amend any sovereign or governmental immunity available to either party and/or its elected officials, officers, employees and agents under federal or Texas law nor waive any defenses or remedies available at law to either party and/or its elected officials, officers, employees, and agents under Federal or Texas law.
- 13.7 Contract Supervision. Medina Valley ISD and Medina County shall each monitor, review and provide oversight and supervision of the services as they are provided, and each agrees to notify the other as soon as reasonably practicable in the event the level or quality of any scheduling, operating, services or performance issue becomes unsatisfactory.
- 13.8 Notice to Parties. Any notice given hereunder by either Party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to Medina County shall be sufficient if made or addressed to the office of the Medina County Judge, with a copy to the Medina County Sheriff's department. Notice to Medina Valley ISD shall be sufficient if made or addressed to the office of the Superintendent, Medina Valley ISD. Each Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

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

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

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

- 13.9 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance therewith. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.
- 13.10 Amendments. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter of this contract. Any changes to this Agreement shall be in writing and executed by both parties to this Agreement.
- 13.11 Family Educational Rights and Privacy Act (FERPA). In order to facilitate prompt and clear communications, the Parties acknowledge that the principal (or his or her designee), County Sheriff, and the SRO are the primary points of contact for sharing student information in accordance with this Agreement. Pursuant to MVISD Board Policy FL (Local), school officials will be allowed access to student records if he or she has a legitimate educational interest in the records. School officials include any employee, Board Member, or agent of the District and also includes school resource officers.
- 13.12 Assignment/Third Parties. No Party shall assign this Agreement without the prior written consent of the other Party and no Party shall delegate any portion of its performance under this Agreement without the prior written consent of the other Party. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.
- 13.13 Executed in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 13.14 Legal Authority. Each person executing this this Agreement represents and guarantees that he or she has legal authority to execute this Agreement on behalf of their respective Party and to bind said Party to all the terms, conditions, and obligations of this Agreement.

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

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

Secretary, Board of Trustees

COUNTY OF MEDINA, TEXAS

County Judge

County Clerk

EXHIBIT "A"

Security Personnel

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

The law enforcement duties of school resource officers are:

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

- To provide security for special school events or functions, such as PTO meetings, Board Meetings, UIL Events, or at the request of the MVISD Superintendent, the Superintendent's designee, or the Campus Administrator. MVISD will be responsible for paying for, separate and apart from this Agreement, security, or extra-duty employment of Texas Peace Officers at MVISD extracurricular events. The rate of pay for such security or extra-duty employment will be at the rate of \$50 per hour. Such officers will be considered individual [independent] contractors and will maintain their own equipment, health insurance, etc.
- MVISD will be responsible for paying for, separate and apart from this Agreement, security, or extra-duty employment of Texas Peace Officers at MVISD campuses that do not staff an SRO, or on which the SRO may be absent. The rate of pay for such security or extra-duty employment will be at the rate of \$50 per hour.
- With the knowledge and consent of both parties, the District or the County may apply for a funding grant to offset the cost of the SRO program or a portion thereof.
- To provide traffic control during the arrival and departure of students when deemed necessary, including but not limited to issuing traffic citations on MVISD property, parking lots and private drives.
- To serve as a liaison between the designated campus administration and the County and act as the first responder in the case of a critical incident at School.
- To perform other duties as assigned by the MVIISD Superintendent, or the Superintendent's designee, and campus principal and approved by the County and which advance the goals and objectives of the SRO Program.
- All SROs shall be required to submit weekly reports to the SRO supervisor which may be made available to the MVISD Superintendent, or the Superintendent's designee, excluding content related to sensitive criminal investigative information or identifiers.
- SROs will not be allowed to ask students about their immigration status. As per Supreme Court Ruling, Plyler V. Doe (1982), all students have a constitutional right to attend public school regardless of immigration status.
- To address crime and misdemeanor problems, gangs, and drug activities occurring in and around MVISD campuses.
- To take action against unauthorized persons on MVISD property.
- To make arrests and issue citations when warranted.