

**Medina Valley Independent School District
Board of Trustees
Special Meeting on Wednesday, August 14, 2024 at 7:00 PM.
Medina Valley ISD Central Office Board Room**

A Special Board Meeting of the MVISD Board of Trustees was held on Wednesday, August 14, 2024, beginning at 7:00 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. Discussion and Possible Action Items

- A Consider Approval of the Architectural Firm for the Medina Valley High School #2 Stadium Improvements Project and Authorize the Superintendent to Execute the Amendment to their Current Contract 2
- B Consider Approval of the Schedule for the Medina Valley ISD 2024-2025 Public Hearing for the Budget and Tax Rates 3
- C Consider Approval of REQ #24-003 for Financial Advisor Services 6
- D Consider Approval of a Contract with Enome, Inc. for an Online Individualized Educational Program (IEP) Development Resource in the amount of \$59,500.00 42
- E Consider Approval of Contract for Professional Speech Therapy Services for 2024-2025 with TxStar, LLC, not to exceed \$130,000 51
- F Consider Approval of the 2024-2025 MVISD Student Code of Conduct 84

IV. Closed Session

- A Consultation with Attorney (TX Govt. Code Section 551.071)
- B Considering Personnel Matters: Resignations, Retirements, Leaves of Absence, Reassignments, New Employment, New Personnel Position, Duties/Responsibilities of Employees (TX Govt. Code Section 551.074)
 - Discussion regarding the authorization of personnel to serve as school marshals, including matters related to their appointment, duties, and responsibilities, and other matters related thereto
- C Considering the deployment, specific occasions for, or implementation of, security personnel or devices (TX Govt. Code Section 551.076 and 551.089)
 - Discussion regarding the authorization of personnel to serve as school marshals, including matters related to their appointment, duties, and responsibilities, and other matters related thereto

V. Continued Discussion and Possible Action Items

- A Consider Approval to Authorize the Appointment of Personnel as School Marshals

VI. Budget Workshop

147

VII. District Scorecard

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VIII. Adjournment

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

Medina Valley Independent School District

Agenda Item Memorandum

To: MVIDS Board of Trustees

Board Meeting Date: 8/14/2024

Agenda Item: Consider Approval of the Architectural Firm for the Medina Valley High School #2 Stadium Improvements Project and Authorize the Superintendent to Execute the amendment to their current Contract.

Background Information: With the recently approved 2024 Bond Proposition B, district staff would like to engage O'Connell Robertson who is the current design firm for Medina Valley HS #2 in order to capitalize on the current construction work taking place within the HS #2 Project.

Administrative Consideration:

- For construction of a new building, a school district must hire an architect if construction costs exceed \$100,000. (22 Tex. Admin. Code 1.212(a)).
- Architects and engineers are providers of professional services and must be selected in accordance with the Professional Services Procurement Act (PSPA) rather than on the basis of competitive bidding or another method of competitive procurement. (Tex. Educ. Code 44.031(f)).
- By beginning on the design for the new stadium improvements now, the district and construction team can generate efficiencies and limit the amount of construction that would need to be readjusted due to the new stadium program.
- The engagement of O'Connell Robertson will create efficiency by having one design firm for the entire project. The award of this contract will be issued as an amendment to the current design team's contract.
- Bond 2024 Funds will be used for this project.

Supporting Documents:

None

Recommendation:

It is recommended that the Board approve the selection of O'Connell Robertson as the architectural firm for the Medina Valley High School #2 Stadium Improvements Project and Authorize the Superintendent to Execute the amendment to their current Contract.



Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: August 14, 2024

Agenda item: 2024-2025 Record Vote for the Public Hearing for the Budget and Tax Rates

Background Information:

A public meeting is required under Education Code 44.004 to discuss the 2024-2025 budget and proposed tax rates. The Board will be asked to set the official date, place, and time to hold the public meeting. The Board is also asked to take a record vote for the maximum tax rates that can be approved at the August 26, 2024 meeting. A copy of the notice that will be published at least ten days prior to the public hearing will be included for your review.

Administrative Consideration:

- Maintenance & Operation tax rate of \$0.6669. This consists of the maximum compressed rate (MCR) calculated by TEA at \$0.6169, which is the lowest possible tax rate in the state, plus the \$0.05 enrichment pennies.
- Interest & Sinking tax rate of \$0.50. This maintains the current tax rate set by the district and will allow the district the capacity for new bond issuance this Fall.

Supporting Documents:

- Notice of Public Meeting to Discuss Budget and Proposed Tax Rate

Recommendation:

The administration recommends August 26, 2024 at 6:00 pm at the Medina Valley Board Room for the public meeting to discuss the proposed 2024-2025 budget and tax rates. The administration also recommends the maximum tax rates that can be considered for the 2024-2025 fiscal year be \$0.6669 for Maintenance and Operations and \$0.50 for Interest and Sinking for a total tax rate of \$1.1669 per \$100 of property value.

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The _____ will hold a public meeting at _____ in _____

_____. **The purpose of this meeting is to discuss the school district’s budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.**

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

Maintenance Tax \$ _____ / \$100 (Proposed rate for maintenance and operations)

School Debt Service Tax
Approved by Local Voters \$ _____ / \$100 (proposed rate to pay bonded indebtedness)

Comparison of Proposed Budget with Last Year’s Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories:

Maintenance and operations	_____ % increase	or	_____ % (decrease)
Debt service	_____ % increase	or	_____ % (decrease)
Total expenditures	_____ % increase	or	_____ % (decrease)

Total Appraised Value and Total Taxable Value (as calculated under Tax Code Section 26.04)

	Preceding Tax Year	Current Tax Year
Total appraised value* of all property	\$ _____	\$ _____
Total appraised value* of new property**	\$ _____	\$ _____
Total taxable value*** of all property	\$ _____	\$ _____
Total taxable value*** of new property**	\$ _____	\$ _____

* "Appraised value" is the amount shown on the appraisal roll and defined by Tax Code Section 1.04(8).
 ** "New property" is defined by Tax Code Section 26.012(17).
 *** "Taxable value" is defined by Tax Code Section 1.04(10).

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness* \$ _____

* Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

	<u>Maintenance & Operations</u>	<u>Interest & Sinking Fund*</u>	<u>Total</u>	<u>Local Revenue Per Student</u>	<u>State Revenue Per Student</u>
Last Year's Rate	\$	\$ *	\$	\$	\$
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$	\$ *	\$	\$	\$
Proposed Rate	\$	\$ *	\$	\$	\$

*The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both. The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

Comparison of Proposed Levy with Last Year's Levy on Average Residence

	<u>Last Year</u>	<u>This Year</u>
Average Market Value of Residences	\$	\$
Average Taxable Value of Residences	\$	\$
Last Year's Rate Versus Proposed Rate per \$100 Value	\$	\$
Taxes Due on Average Residence	\$	\$
Increase (Decrease) in Taxes		\$

Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is _____ . This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of _____ .

Fund Balances

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for operating the district before receipt of the first state aid payment:

Maintenance and Operations Fund Balance(s)	\$
Interest & Sinking Fund Balance(s)	\$

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying the district's debt service.

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
8449 FM 471 South
Castroville, TX 78009

RFQ # 24-003
REQUEST FOR QUALIFICATIONS FOR
Financial Advisor

Vivian Baldwin
MVISD Purchasing Department
Phone: (830) 931-2243
URL: <https://www.mvisd.com/>
Email: purchasing@mvisd.org

Proposal Submittal Deadline
Wednesday, July 17, 2:00 PM





Medina Valley Independent School District (MVISD) Solicitation

Solicitation #	24-003
Due Date:	July 17, 2024
DUE NO LATER THAN 2:00 PM (CST) LATE BIDS WILL NOT BE ACCEPTED	

REQUEST FOR QUALIFICATIONS (RFQ): Financial Advisor Services

DISTRICT PROFILE

Medina Valley ISD covers about 300 square miles and is located west of San Antonio. The proud students of MVISD come from Castroville, La Coste, Rio Medina, Dunlay, Mico, parts of San Antonio, and surrounding areas. The District has approximately 8,500 students with eight campuses: five elementary, two middle, and one high school. Over the past several years, Medina Valley has consistently seen growth in student enrollment with an increase of 7% – 10% new students every year. The District consistently outscores all State averages in accountability ratings and testing, producing well-rounded career-minded students. The school community is constantly evolving from year to year with new state-of-the-art facilities and building additions. The District excels in all academic and extracurricular activities and has a large fan base for all activities.

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Items below represent components which comprise this RFQ package. Respondents are asked to review the package to be sure that all applicable parts are included.

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PART 2.0 – Request for Qualifications Requirements

Please read carefully this entire RFQ document and specifications. Complete all forms and submit your bid with all appropriate attachments.

2.1 Request for Qualifications (RFQ) Documents

The Request for Qualification documents will be made available to anyone who wishes to submit a response.

2.2 Tentative Timetable

MVISD anticipates following the timetable listed below for this solicitation:

Item	Activity	Date & Time
1	Solicitation sent out	June 20, 2024
2	Deadline for Questions	June 27, 2024
3	District Responses to Questions	June 30, 2024
4	Proposal Due Date	July 17, 2024
5	Anticipated Board Meeting Approval	July 29, 2024

The table above is only an estimate and may vary.

2.3 Procurement Method

MVISD is utilizing the Request for Qualifications (RFQ) method of procurement in accordance with Texas Education Code Section 44.031 Purchasing Contracts, Request for Qualifications for services. For information regarding the RFQ process, contact Vivian Baldwin of the Purchasing Department at purchasing@mvisd.org.

2.4 Requirements for Return of RFQ Responses

Respondents must submit RFQs by the established deadline (day and time). Please refer to the “Instructions to Vendors” section to ensure that you submit all required information to MVISD. MVISD does not accept responses after the due date and time.

2.5 Rights Reserved by MVISD and Restrictions on RFQ Process

- a) MVISD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Qualifications.
- b) MVISD further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with MVISD. MVISD may make multiple awards, and this fact should be taken into consideration by each vendor.
- c) MVISD assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a response or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by vendors prior to award of a contract pursuant to this RFQ.
- d) MVISD reserves the right to reject any and/or all responses, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the School District. MVISD further reserves the right to accept, reject, or negotiate



modifications in any terms of a proposed vendor's response or any parts thereof. MVISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the School District. MVISD also reserves the right as sole judge of quality and equality.

2.6 Questions and Clarification

- a) Questions regarding the requirements specified in this solicitation must be submitted via e-mail to Vivian Baldwin at purchasing@mvisd.org. In the subject line type: "Questions" followed by the solicitation number and title.

PART 3.0 – INSTRUCTIONS TO VENDORS

This portion of the RFQ includes instructions on the format vendors must follow in preparing and submitting their online responses. It further identifies how questions can be raised and will be addressed.

3.1 Compliance with Specifications

Vendors are required to respond to all requests identified in this RFQ and indicate their acceptance or objection to the terms of the RFQ and the terms of the Agreement. Any exceptions to the terms and conditions in the RFQ or the Agreement must be clearly indicated in the appropriate section of the vendor's submitted response. Each vendor, by making its response, represents that the vendor has read and understands the RFQ and the Agreement.

3.2 Required Response Format

Responders must submit one (1) complete sets of the **sealed** RFQ/proposals to the Medina Valley ISD Purchasing Department through email submission or be dropped off at the Medina Valley ISD Administration Building prior to the response due date and time as described in the Request for Qualifications.

3.3 Response Submission Location

If not submitted electronically, responses must be dropped off in Sealed Envelope package at the following location:

Medina Valley ISD – Administration Building

8449 FM 471 South

Castroville, TX 78009.

Any responses received after the submittal deadline date and time will be disqualified.

3.4 Addendum

Any interpretations, corrections, additions, or changes to this RFQ will be communicated to vendors by the issuance of an addendum. It is the responsibility of the vendor, prior to submitting their response, to determine whether an addendum was issued. All vendors shall comply with the requirements specified in any addendum issued by MVISD.

3.5 Disqualification

A vendor may be disqualified before or after the responses are unsealed, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

3.6 Environmental Initiatives

MVISD is committed to reducing waste and promoting energy conservation. Toward that end, vendors responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

3.7 Interpretation

This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions, and understandings (whether orally or in writing). Submitted responses should be self-explanatory and should not require any clarification or additional information.

3.8 No Return of Responses

Once submitted, MVISD will not return responses to vendors.

3.9 Non-Collusion Statement

Vendors are required to certify a Non-Collusive Statement. Vendors are required to state the party submitting a response, that such response is genuine and not collusive or sham; that vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham response or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the response price or of any other vendor, or to fix any overhead, profit or cost element of said response price, or of that of any other vendor, or to secure any advantage against MVISD or any person interested in the proposed contract, and that all statements in said response are true.

3.10 Open Records Policy

MVISD is a governmental body subject to the Texas Public Information Act. Responses submitted to MVISD as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. MVISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by vendors.

3.11 Preferences

MVISD may apply applicable preferences for Texas resident vendors in the event of a tie bid. Preferences must be explicitly claimed by vendor and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by MVISD in a Child Nutrition Program. *See Texas Government Code §§ 2252.001 - .004; 2 C.F.R. § 200.319.*

3.12 Responsible Vendor

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

3.13 Responsive Submittals

Submissions shall be deemed responsive if they comply with all material and administrative aspects of this solicitation.

3.14 Similar Products

Whenever an article or material is defined by MVISD in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable).

3.15 MVISD is tax-exempt

MVISD is tax-exempt. Response prices should not include taxes.

3.16 Sole Source

In order to become a Sole Source Vendor, a vendor must meet the requirements of Texas Education Code § 44.31 (j) Sole Source, as described below.

Selected purchases may be exempt from competitive procurement if they meet the established criteria for a sole source purchase:

- Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process, or monopoly
- Identification and confirmation that the product is a film, manuscript, book, utility service (including electricity, gas, or water), or a captive replacement part or component for equipment
- Sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of \$15,000.

It is incumbent upon the School district to obtain and retain documents from the vendor which clearly delineate the reasons that qualify the purchase to be made on a sole source basis. In order to do business with MVISD as a Sole Source Vendor, MVISD must receive a notarized Sole Source Affidavit along with proof of your company qualifying as a sole source.

Please mail this information to:
Medina Valley Independent School
District Attn: Purchasing Department
8449 FM 471 South
Castroville, Texas 78009

MVISD reserves the right to decide if your company is a qualified Sole Source Vendor.

3.17 Conflict of Interest (CIQ Form – must be filled out and attached to response)

MVISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with MVISD or who seeks to do business with MVISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- (a) If the vendor has an employment or other business relationship with a local government officer of MVISD or a family member of the officer that results in the officer or family member receiving taxable income, other than investing income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local government entity and vendor had been executed; or
 - (ii) the local government entity is considering entering into a contract with the vendor.
- (b) If the vendor has given a local government officer of MVISD, or a family member of the officer one or more gifts that have an aggregate value of \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) A contract between the local government entity and vendor had been executed; or
 - (ii) The local government entity is considering entering into a contract with the vendor.

3.18 Interlocal Cooperation Act

It is the intent of MVISD to allow other governmental entities, including other School Districts, to “piggyback” onto any existing contract between MVISD and Vendor entered into pursuant to this RFQ. Accordingly, as permitted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, other governmental entities that have entered into an Interlocal Agreement with MVISD are authorized to enter into separate and independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between MVISD and Vendor.

PART 4.0 – SCOPE & SPECIFICATIONS

4.1 Request for Qualifications Defined

The intention of this Request for Qualifications (RFQ) is to solicit responses for Financial Advisor. MVIDS is utilizing the Request for Qualifications (RFQ) method for the procurement of this service in accordance with Texas Education Code Section 44.031 Purchasing of Contracts, Item (3) Request for Qualifications. For information regarding the RFQ process, contact Vivian Baldwin of the Purchasing Department at 830-931-2243 ext. 1112. Interested vendors should respond to this RFQ and submit responses to MVIDS.

4.2 Scope of Services

Medina Valley Independent School District is seeking the services of an independent financial advisor to provide management advice and to assist in the issuance of its debt. The financial advisor(s) will be required to perform professional financial advisory services to the District's Chief Financial Officer in connection with pre-sale financial analysis, preparation of offering documents, issuance, sale and delivery of debt instruments, as well as provide ongoing service after the successful delivery of debt issues. Among other things, the financial advisor(s) will be required to provide professional services and perform the duties normally expected of such firms, which are generally described below.

Listed below is the basic Scope of Services which the financial advisor is expected to provide and questions which should be answered as part of the respondent firm's response to this Request for Qualifications.

SCOPE OF SERVICES

- A. Review existing debt structure and assist in developing a debt financing plan.
- B. Provide analysis of the tax impact of the recommended financing plan.
- C. Develop a detailed financing timeline.
- D. Coordinate the financing team to include bond counsel and underwriters.
- E. Assist in the preparation of the Preliminary and Official Statement.
- F. Monitor the current bond market conditions and provide analysis regarding the timing and structure of debt issues.
- G. Consult and assist the District in preparing for bond rating submissions and interviews.
- H. Assist the District in the compilation and preparation of information for submission to the Texas Education agency or municipal bond insurance companies for consideration to qualify the proposed issue for either the Permanent School Fund Guarantee Program or municipal bond insurance.
- I. Provide updated debt service schedules.
- J. Create summary reports of debt issuances.
- K. Advise, compile, and assist the District in complying with, and preparing continuing disclosure of financial information and operating data pursuant to Securities and Exchange commission Rule 15c1-12 and any other outside entity required District reporting.

4.3 Specifications

It is the intention of MVIDS to establish one or more contract(s) with highly qualified Vendor(s) for Financial Advisor. Vendor(s) shall, at the request of MVIDS, provide these products and/or covered services under the terms of this RFQ and the Contract set forth in Section 6.0 Contract Terms and Conditions.

4.4 Estimated Annual Expenditures

PLEASE NOTE THERE IS NO GUARANTEED ANNUAL VOLUMES. The District makes no guarantees as to quantities and may purchase more or less than those stated in this proposal.

4.5 Instructions to Firms

4.5.1 Qualification

Each company must meet the following minimum qualifications (company may not use sub- contractors to fulfill any obligations within its contract):

- a. Discuss your firm's experience providing financial advisory services to Texas school districts during the past ten (10) years.
- b. Discuss your firm's experience with rating agencies and your firm's familiarity with the credit rating process.
- c. Discuss your firm's experience with refinancing's and other negotiated underwritings, including underwriting selection and new issue pricing.
- d. Discuss your firm's experience in providing financial advisory service to issuers of tax-exempt debt, including your experience with debt instruments such as bonds, notes, commercial paper, variable rate issues, and leases. Include in your response, solutions you have applied to specifically meet the needs of fast growth school districts.
- e. List the successful public-school district bond elections over the last five (5) years in Texas that the firm's representatives being assigned to Medina Valley ISD have served as financial advisor.
- f. Describe the firm's approach and capability in designing and implementing a financial plan for a multi-year capital improvement program for the District. Include the capacity of which the assigned financial advisor would be involved in the described approach.
- g. Describe or include any other information you believe would be helpful in assessing your firm's ability to perform as financial advisor.

4.5.2 Required Proposal Content

The proposal must contain the following sections in the order presented below. Proposals that do not include these sections may be considered non-responsive and as such may not be considered:

- Letter of Interest
- Firm Profile
- Firm Experience
- Financial Conditions
- References
- Required Attachments
- Insurance Coverages

a) Section 1: Letter of Interest

Provide a cover letter including the name, address, telephone number, contact person and title of the firm representative authorized to respond on the firm's behalf.

b) Section 2: Firm Profile

Provide a brief history of the firm including the year founded and the number of years the firm has been providing financial advisory services to Texas issuers.

c) Section 3: Firm Experience

- Provide the location of the firm's public finance offices in Texas and the number of public finance professionals in each office, including financial advisors and quantitative/analytical specialists. Please highlight the number of public finance professionals in the San Antonio area, if any. Include in this discussion any recent or pending staffing changes in your public finance group.
- Provide the names, titles, and office location of the persons to be assigned to this account. Detail the experience of the individuals in refunding and restructuring transactions, with an emphasis on school district issues, and indicate the extent of their availability.
- Provide information on the professional liability insurance carried by your firm.
- Detail any disciplinary actions, investigations or lawsuits filed against your company in federal, state, or local courts or by federal, state or other regulatory bodies, including the Municipal Securities Rulemaking Board (MSRB), the Financial Industry Regulatory Authority (FINRA), or the Securities and Exchange Commission (SEC) within the past five (5) years.

d) Section 4: Financial Conditions

Provide your annual Audit reports for fiscal years 2022 and 2023

e) Section 5: References

- Provide five (5) school district references that the District may contact with respect to the firm's work performance. These references should be able to speak to the firm's ability to handle the type and size of transactions the District will be experiencing. For each reference, include the contact person's name, title, address, and telephone number.
- Provide references, if appropriate, from non-client organizations that can attest to the professional reputation of your firm and its personnel.
- Provide a cover letter including the name, address, telephone number, contact person and title of the firm representative authorized to respond on the firm's behalf.
- Provide a cover letter including the name, address, telephone number, contact person and title of the firm representative authorized to respond on the firm's behalf.

f) Section 6: Required Attachments (Reference Part 7.0)

g) Section 7: Certificate of Insurance Coverages

Please be as concise as possible in providing the requested information.

PART 5.0 – EVALUATION AND AWARD OF RESPONSES

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible vendor(s) whose response(s) is/are determined, after evaluation by the MVISD Purchasing Department, to be the best value to MVISD. To qualify for evaluation, a response must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

5.1 Evaluation Criteria

A committee selected by MVISD will review and evaluate all responses and make a recommendation to the MVISD Board of Trustees. MVISD will base a recommendation for contract award on the following factors, in accordance with Texas Education Code § 44.031:

	Evaluation Criteria	Point System
1	Response to RFQ – Adequacy of response to the RFQ or presentation of Statement of Qualifications as it relates to the needs of Medina Valley ISD.	30
2	Past relevant performance of the Financial Advisor – Review of past positive performance serving as Financial Advisor for other school districts (preferred) or government entities.	20
3	Qualifications, Knowledge, and Experience – Qualifications, knowledge, and experience in providing the same or similar types of services in relation to the size, type, and complexity of the project will be considered. This will include providing documentation that the respondent’s personnel possess the appropriate skills and are duly licensed, certified, or registered by the State of Texas to practice in the disciplines for the required services.	20
4	Firm Stability and Capabilities – Years in business, size, location, professional staff assigned to account.	20
5	References – Adequacy of response and information provided by relevant references. References must be provided from the list of past projects requested within this RFQ.	10
	TOTAL	100 POINTS

5.2 Awards

Awards will be made to the successful vendor(s) for the total line of products and services submitted. Awards will be based on the criteria set forth within this document. MVISD reserves the right to award contracts to multiple vendors if these vendors offer items that are unique and have value to MVISD. MVISD shall comply with the Texas Public Information Act in the event MVISD receives an open records request for information relating to responses submitted in response to this RFQ.

5.3 Competitive Range

It may be necessary for MVISD to establish a competitive range of acceptable responses as part of the evaluation process. Responses not in the competitive range are unacceptable and do not receive further award consideration.

5.4 Estimated Quantities

MVISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. MVISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

5.5 Inspection & Acceptance

Awarded vendor(s) shall deliver the goods or services procured on this contract to the MVISD Department issuing a Purchase Order. If delivery is not or cannot be made within proper time period, the awarded vendor must receive authorization from the issuing MVISD Department for the delayed delivery. If defective or incorrect goods are delivered, MVISD may make the determination, in its sole discretion, to return the goods to the vendor at no cost to MVISD. The vendor agrees to pay all shipping and handling costs for any such return shipment. The vendor also shall be responsible for arranging the return of the defective or incorrect goods.

5.6 Minority & Women's Business Enterprise (MWBE), Historically Underutilized Business (HUB), and Small Business Enterprise (SBE) participation

MVISD encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE and SBE participants. Vendors shall indicate on their submitted responses whether or not they are a HUB, MWBE, or SBE vendor and with whom they are certified, e.g., State, City, Federal.

5.7 Formation of Contract

A response to this solicitation is an offer to contract with MVISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/response does not become a contract unless and until it is accepted by MVISD after approval by the MVISD Board of Trustees.

5.8 Non-Exclusive Contract

Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of MVISD. MVISD is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in MVISD's sole discretion.

5.9 Pricing

Once a firm is selected a price will be negotiated.

PART 6.0 – GENERAL TERMS AND CONDITIONS

The words “bids,” “Request for Qualifications,” “quotes,” “RFQs,” “solicitation,” “procurement,” and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, Request for Qualifications, quotes, and other procurement solicitations to which they are attached. The term “Vendor” means each awarded vendor chosen by MVISD.

These General Terms and Conditions are part of the final contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/response forms issued in connection with this solicitation. Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE CLEARLY NOTED IN THE SUPPLIER RESPONSE.** Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by MVISD and eliminated from further consideration by MVISD.

This Agreement is entered into between Medina Valley Independent School District (“MVISD”) and Vendor, having submitted a response to a procurement solicitation issued by MVISD and whose response has been accepted and awarded by MVISD. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MVISD and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

6.1 Agreement Terms; Amendment

The terms of this Agreement shall govern all procurements conducted hereunder. No pre-published terms on the Vendor’s order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing by MVISD, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by MVISD’s Superintendent or its Assistant Superintendent for Business Services (or their designees) after any necessary approvals have been obtained from the MVISD Board of Trustees.

6.2 Assignment of Agreement

Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of MVISD. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of MVISD. Vendor is required to notify MVISD when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

6.3 Buy America Act

MVISD prefers domestic end products for supplies acquired for use in the United States when spending federal funds. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.

6.4 Captions

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

6.5 Catalog Discounts

In the event of a catalog discount type solicitation, Vendor may be allowed to make additions and/or deletions from Vendor’s offerings on an annual basis during the Agreement renewal period, in MVISD’s sole discretion, provided the item(s) substituted are of a like quality and category. These changes will be compliant with the format of Vendor’s original response (i.e. manufacturer name, product category, or entire catalog discount). MVISD will send notification to Vendor(s) seeking any additions and/or deletions, and Vendor will return these proposed changes on company letterhead within the given timeframe. If MVISD, in its sole discretion, accepts Vendor’s proposed changes, such changes will remain in effect for the entire year until the next renewal period.

6.6 Compliance with Laws

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the DAVIS-BACON ACT (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to MVISD. Vendor understands that Vendor is ineligible to receive a contract award with MVISD if Vendor is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 14.52). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the MVISD's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by MVISD, Vendor shall furnish MVISD with satisfactory proof of Vendor's compliance with this provision.

6.7 Confidentiality

Vendor and MVISD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and MVISD understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that MVISD is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability MVISD, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Vendor and determined by MVISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

6.8 Contract Term

The initial term of the Agreement is for a period of three (1) year, with MVISD having the option to renew the Agreement for two (2) additional years in one (1) year increments. Consequently, the total term of the Agreement may be for a period of three (3) years. The phrase "Term" in this Agreement shall mean the then-current Term of the Agreement, whether the initial term or a renewal term.

6.9 Criminal History Review (SB 9 Contractor Certification: Contractor Employees Form; SB 9 Contractor Certification: Subcontractor Form – must be filled out and returned, if applicable)

Prior to commencing any work under the Agreement, if Vendor contracts with MVISD to provide services, Vendor must certify, on the form provided herein, that for each covered employee of Vendor who will have direct contact with students, Vendor has obtained, as required by Texas Education Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at MVISD; Vendor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). The criminal history record information review obligation applies if Vendor contracts with MVISD to provide services; it does not apply to a contract for the purchase of goods or real estate.

6.10 Customer Reference List

Vendor agrees to submit a customer reference list upon request by MVISD.

6.11 Customer support

Vendor shall provide timely and accurate technical advice and sales support to MVISD and MVISD staff. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to MVISD staff regarding products and/or services supplied by Vendor, at no additional charge, if requested by MVISD.

6.12 Entire Agreement

This Agreement, the procurement solicitation issued by MVISD, and Vendor's response submitted in response to MVISD's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between the procurement solicitation issued by MVISD and Vendor's response submitted in response to MVISD's procurement solicitation, MVISD's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Agreement.

6.13 Equal Opportunity

It is the policy of MVISD not to discriminate on the basis of race, color, National origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Agreement shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Agreement.

6.14 Force Majeure

Neither MVISD or Vendor shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, MVISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of MVISD's contractual, legal, or equitable rights.

6.15 Governing Law and Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. Any dispute under this Agreement may be brought in the state and federal courts located in Castroville, Medina County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

6.16 MVISD Property

In the event of loss, damage, or destruction of any property owned by or loaned by MVISD that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify MVISD and pay to MVISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of MVISD's determination of the amount due. If Vendor fails to make timely payment, MVISD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by MVISD.

6.17 Indemnification

VENDOR SHALL INDEMNIFY AND HOLD MVISD HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. Vendor's obligations under this clause shall survive acceptance and payment by MVISD.

6.18 Insurance (if applicable)

Successful Vendor, as a part of his/her proposal, shall provide proof of insurance showing, as a minimum, the coverage listed below. The Contractor shall not commence any portion of the work under this contract until he/she has obtained the insurance required herein and copies of certificates have been approved by the District and filed in the Purchasing Department. Approval of the insurance shall not relieve or decrease the liability of the successful vendor. The insurance certificate(s) shall become a part of the contract documents.

- Comprehensive General Liability: \$500,000 each person
- Bodily Injury Liability: \$1,000,000 each occurrence
- Property Damage Liability: \$100,000 each occurrence
- Workmen's Compensation: * AS STATUTORY PROVISIONS REQUIRE

* If vendor does not provide Workman's Compensation, a letter explaining alternate benefits should be included with the proposal.

Automobile Liability Insurance:

- Comprehensive Automobile Liability: \$500,000 each person
- Bodily Injury Liability: \$1,000,000 each occurrence
- Property Damage Liability: \$100,000 each occurrence

Umbrella Liability:

- Minimum Limits: \$1,000,000 each occurrence
- Bodily Injury Liability: \$1,000,000 aggregate
- Excess: \$1,000,000

Coverage shall include:

- a. Waiver of subrogation endorsement in favor of the District and its Agents.
- b. Thirty (30) day written notice of cancellation or material change endorsement in favor of the District and its Agents.
- c. The District shall be named as additional insured on the successful vendor's policy(is).

6.19 Interpretation

Vendor agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.

6.20 Invoices; Payments

Invoices shall be directed to MVISD's Accounts Payable Department. All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during MVISD's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Vendor within forty-five (45) days after the later of the following: (1) the date MVISD receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date MVISD receives an invoice for the goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from MVISD not later than the tenth (10th) day after the date Vendor receives the payment from MVISD. The exceptions to payments made by MVISD and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

**Invoices are to be mailed for payment of delivery to:
Medina Valley ISD
Accounts Payable Department
8449 FM 471 South
Castroville, Texas 78009**

6.21 IRS W-9

In order to receive payment under this Agreement, Vendor shall have a current I.R.S. W-9 Form on file with MVISD.

6.22 Multiple Contract Awards; Non-Exclusivity

MVISD reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the sole discretion of MVISD. Nothing in this Agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to MVISD. During the Term of this Agreement, MVISD reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

6.23 New Products

New products that meet the specifications detailed in the solicitation may be added to this Agreement, with prior written approval from MVISD. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to an existing contract if: the replacing products are equal to or superior to the original products offered; are discounted in a similar or to a greater degree; and the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. MVISD may reject any proposed additions, without cause, in its sole discretion.

6.24 No Substitution

Any order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and in the solicitation. Unless otherwise agreed to in advance by MVISD, Vendor will not deliver substitutes without prior authorization from MVISD.

6.25 No Agency or Endorsements

MVISD and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of MVISD and is not an employee, agent, joint venture, or partner of MVISD, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between MVISD and Vendor or MVISD and any of Vendor's agents. Vendor agrees that MVISD has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

6.26 Non-Appropriation Clause

Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on MVISD by this Agreement, MVISD shall have the right to terminate this Agreement without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of MVISD if it is determined by MVISD, in MVISD's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of MVISD's current revenue only.

6.27 Notice

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

6.28 Penalties

If Vendor is unable to provide the goods or services at the prices quoted in Vendor's response or if Vendor fails to fulfill or abide by the terms and conditions of the Agreement, MVIDS may take the following action(s), in MVIDS's sole discretion, and Vendor agrees to comply with MVIDS's action(s):

1. insist that Vendor honor the quoted price(s) specified in Vendor's response;
2. have Vendor pay the difference between Vendor's price and the price of the next acceptable response (as determined by MVIDS);
3. have Vendor pay the difference between Vendor's price and the actual purchase price of the good or service on the open market; and/or
4. recommend to MVIDS's Board of Trustees that Vendor no longer be given the opportunity to submit a response to MVIDS and/or that this Agreement be terminated.

6.29 Performance

Vendor agrees to use best efforts to provide the good(s) and/or service(s) subject to this Agreement. MVIDS reserves the right to conduct reviews of vendor performance at any time during the contract period.

6.30 Performance and Payment Bonds

Vendor agrees to provide performance bonds and/or payment bonds as required by Texas law on specified contracts and/or projects, as applicable. MVIDS will include the performance and payment bonds requirement in the specifications section of any solicitation if performance bonds and/or payment bonds are required.

6.31 Prevailing Wage Rates

Vendor and all subcontractors of Vendor shall comply with all laws regarding wage rates including, but not limited to, Texas Government Code Chapter 2258 and any related federal requirements applicable to this Agreement and to this solicitation by MVIDS.

6.32 Prices

All prices in Vendor's response shall be firm for the Term of the Agreement. All price changes shall be presented to MVIDS for acceptance or rejection by MVIDS, in its sole discretion, using the same format as was accepted in Vendor's original response; all price changes for goods and/or services provided under this Agreement must be approved, in writing, by MVIDS prior to taking effect. The following documentation shall be provided to support a request for a price change: justification for change/increase; terms and conditions; market conditions; manufacturers/distributors' impact (if any).

6.33 Quantities

Because all commodities will be provided on an "as needed" basis, MVIDS makes no representation either orally or in writing to the number of commodities, services, or related items MVIDS will use during the Term of the Agreement.

6.34 Records Retention

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to MVIDS under this Agreement. These records and accounts shall be retained by Vendor and made available for audit by MVIDS for a period of not less than three (3) years from the date of completion of the services, receipt of the goods, or the date of the receipt by MVIDS of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed.

When federal funds are expended by MVIDS pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

6.35 Right to Audit

MVISD, upon written notice, shall have the right to audit all of Vendor's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to MVISD in connection with Vendor's work for MVISD and shall be open to inspection and subject to audit and/or reproduction by MVISD or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- (a) Vendor's compliance with this Agreement and the requirements of the solicitation,
- (b) compliance with MVISD procurement policies and procedures,
- (c) compliance with provisions for computing billings to MVISD, and/or
- (d) any other matters related to this Agreement.

6.36 Safety

Vendor, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by MVISD and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by MVISD. Vendor shall indemnify and hold MVISD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

6.37 Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.38 Shipments

Vendor shall ship ordered products within seven (7) working days for available goods and within four (4) to six (6) weeks for special-order items after the receipt of the purchase order unless otherwise previously agreed to, in writing, by MVISD. If a product cannot be shipped within that timeframe, Vendor shall notify MVISD of the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. MVISD may cancel the order if the estimated shipping time is not acceptable to MVISD, in its sole discretion.

6.39 Software Maintenance

Maintenance, support, hosting, and other services associated with software purchased pursuant to this procurement solicitation may be renewed on an annual basis indefinitely, in Medina Valley ISD's sole discretion, subject to appropriation of sufficient funding for such services in Medina Valley ISD's annual budget and any necessary approvals by Medina Valley ISD's Administration and Board of Trustees.

6.40 Subcontractors

If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to MVISD for all acts and omissions of the subcontractors just as Vendor is responsible for Vendor's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between MVISD and any such subcontractor, nor shall it create any obligation on the part of MVISD to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

6.41 Taxes

MVISD is tax-exempt, and MVISD shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. MVISD shall not be liable for any taxes resulting from this Agreement. MVISD is a political subdivision of the State (Tax Identification Number 1-74-6027378)

6.42 Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Vendor and all subcontractors of Vendor. Vendor shall require all subcontractors to hold MVISD harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

6.43 Termination of Contract

This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of MVISD and Vendor. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, MVISD reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of MVISD. MVISD further reserves the right to terminate the Agreement immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. MVISD also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if MVISD believes, in its sole discretion that it is in the best interest of MVISD to do so. Vendor agrees that MVISD shall not be liable for damages in the event that MVISD declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

6.44 Title and Risk of Loss

Whenever MVISD is purchasing (and not leasing) an item under this Agreement, title and risk of loss shall pass upon the later of MVISD's acceptance of the item or payment of the applicable invoice.

All deliveries under this Agreement shall be delivered: **Freight Prepaid, F.O.B. Destination (Inside Delivery)**, Medina Valley Independent School District, Castroville, TX unless otherwise specified herein and shall be included in all pricing in Vendor's response unless otherwise clearly stated in writing in Vendor's response.

6.45 Waiver

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

6.46 Warranty

All goods and/or services provided by Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of MVISD's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by MVISD. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

6.47 Workforce

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on MVISD's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on MVISD's property.

PART 7.0 – ATTACHMENTS

All the following must be completed and returned along with all attachments and any other information that you feel would be of benefit to your proposal.

- W 9
- Conflict of Interest Questionnaire
- Felony Conviction Notification
- Vendor Debarment Statement
- Non-Collusion Statement
- HB1295
- Hold Harmless Agreement
- Out of State Certifying Statement

PROPOSAL DOCUMENT

Having carefully examined the RFQ Notice, General Terms, and Conditions, and Specifications, the undersigned Respondent's Agent hereby proposes and agrees to furnish goods/services in strict compliance with the terms, conditions, and specifications at the prices quoted. The Respondent affirms that, to the best of his knowledge, the proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other Respondents in the award of this RFQ.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions)	Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		(Applies to accounts maintained outside the United States.)
5 Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)	
8 City, state, and ZIP code			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	<table border="1" style="width:100%; height: 20px;"> <tr> <td style="width:25%;"></td> <td style="width:25%;"></td> <td style="width:5%; text-align:center;">-</td> <td style="width:25%;"></td> <td style="width:25%;"></td> </tr> </table>			-		
		-				
OR						
Employer identification number	<table border="1" style="width:100%; height: 20px;"> <tr> <td style="width:25%;"></td> <td style="width:25%;"></td> <td style="width:5%; text-align:center;">-</td> <td style="width:25%;"></td> <td style="width:25%;"></td> </tr> </table>			-		
		-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(i)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) ^{**}	The grantor [*]

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B)) ^{**}	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

^{*} Note: The grantor must also provide a Form W-9 to the trustee of the trust.

^{**} For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-808-4480 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

34

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a School district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract".

This notice is not required of a Publicly Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

Authorized Company Official's Name (Printed): _____

Check one of the following and sign as appropriate.

My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

My firm is not owned or operated by anyone who has been convicted of a felony.

My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

Date: _____

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this proposal, the bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential Competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.
- e) The failure to sign this certificate may be cause for your bid or proposal to be rejected.

Vendor Name

Printed Name of Vendor Official

Title

Signature of Vendor Official

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

HOLD HARMLESS AGREEMENT

The contractor shall defend, indemnify, and save whole and harmless Medina Valley Independent School District and all of its officers, agents, and employees for and against all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in contention with, any negligent act or omission of contractor or any agent, employee, subcontractor or supplier of contractor in the execution or performance of this contract

This hold harmless agreement shall be binding upon the undersigned and his heirs and assigns.

DATED this _____ day of _____, 201__.

Company Name

Signature

Printed Name

Position (President or Vice President)

STATE OF _____

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 201__,

by _____.

(NOTARY'S SEAL) _____
Notary Public State of _____

My Commission Expires: _____

OUT OF STATE CERTIFYING STATEMENT

A "NONRESIDENT BIDDER/PROPOSER" means a bidder/proposer whose principal place of business is not in the State of Texas or employs at least 500 persons in Texas, but excludes a Proposer whose ultimate parent company or majority owner has its principal place of business in the State of Texas.

(Check one)

I certify that my company is a "RESIDENT PROPOSER".

COMPANY NAME

ADDRESS

CITY

STATE

ZIP CODE

I certify that my company qualifies as a "NONRESIDENT PROPOSER"

Indicate the following information for your "RESIDENT STATE" (State principal place of business is located in):

COMPANY NAME

ADDRESS

CITY

STATE

ZIP CODE

1. Does your "RESIDENT STATE" require bidders/proposers whose principal place of business is in the State of Texas to underbid proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? ("RESIDENT STATE" means the state in which the principal place of business is located)

YES NO

2. What is the prescribed amount or percentage?

\$ _____ or % _____

CERTIFICATION: I certify that the information provided above is correct.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(PRINT OR TYPE NAME AND TITLE)



Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: August 14, 2024

Agenda item: Consider approval of a Contract with Enome, Inc. for an online Individualized Educational Program (IEP) Development Resource in the amount \$59,500.00.

Background Information:

Annual Individualized Educational Program (IEP) goals and progress monitoring are required by the Individuals with Disabilities Education Act for those students determined to be eligible for special education. This process can be time consuming for special education teachers, representing a barrier to the provision of instruction.

Administrative Consideration:

- Goalbook is an online resource to aid teachers in the development of the individualized education plan required for all students served by special education.
- The use of Goalbook substantially reduces the time required to prepare an IEP
- Goalbook as an active contract procured through competitive bid with a member district of the Central Texas Purchasing Alliance.
- This expenditure is included in the 2024-2025 Budget.

Supporting Documents:

- Goalbook proposal
- Award letter from Northeast ISD

Recommendation:

It is recommended to approve the proposal for services from Enome, Inc. (Goalbook), for \$59,500.



North East Independent School District

8961 TESORO DRIVE, SUITE 317 · SAN ANTONIO, TEXAS 78217

Department of
Procurement
& eCommerce

May 20, 2021

Jonathan D'Angelo
Enome, Inc dba Goalbook
PO Box 1289
San Mateo, CA 94401
Jond@ggoalbookapp.com

Dear Mr. D'Angelo,

This letter is official notification that your company is an awarded vendor for RFP #01-21 Administrative & Instructional Supplies per bid specifications and conditions. Purchases will be made on an as needed basis.

This agreement will automatically be renewed for four (4) successive 12-month periods after its initial expiration date of October 31, 2021 unless written notice of termination is given by either party thirty (30) days prior to the expiration date. All intent to terminate notifications for this agreement must be delivered to the above address – Attn: Bid Coordinator. NEISD reserves the right to rebid at any time.

Sincerely,

Jesse Luna
Director of Procurement & eCommerce

cb



Medina Valley ISD (TX)

Goalbook

Together we empower educators so that ALL students succeed.



Medina Valley ISD (TX)
John Reynolds, Director of Special Programs
8449 F M 471 S
CASTROVILLE, TX 78009

Dear John Reynolds and the Medina Valley ISD (TX) Team,

We are excited and grateful for the opportunity to partner with Medina Valley ISD (TX) to empower educators in providing equity and access to rigorous standards aligned instruction for all students.

Goalbook Toolkit is a one-of-a-kind solution that improves student outcomes by increasing teacher effectiveness throughout the special education process. It is an online solution that builds teacher capacity to develop higher-quality IEPs and implement them with more effective specially designed instruction. First, Toolkit guides teachers to confidently identify student present levels that are data driven. Next, it saves time in developing compliant and standards-aligned goals that address student individual needs. Finally, Toolkit helps teachers successfully implement IEPs and monitor progress with instant access to research-based instructional strategies and classroom-ready resources. Toolkit's online resources are supported by comprehensive professional development and training for teachers.

Beyond these ongoing core benefits, as Medina Valley ISD (TX) plans for the 2024-2025 school year, Toolkit helps support the demands of special education in this unique environment:

- Providing assessments and a present level of performance tool to help identify areas of regression and urgent needs for skill recoupment, including essential standard areas.
- Supporting the development of skills based and standards aligned IEP goals with the appropriate levels of scaffolding to support both recoupment and growth.
- Delivering classroom-ready resources and strategies that support planning and the delivery of specially designed instruction in both classroom and remote environments.

The following is a proposal for services and a thoughtful implementation plan to be delivered through a Goalbook partnership.

Sincerely,

Gina Sudyka
Partnerships



Medina Valley ISD (TX): Implementation Plan

Staffing Requirements for an effective implementation:

Within size/need alike implementations, partners appoint a representative or “point person” who is in a position of leadership and directly tied to the initiative that our work supports. Point personnel have included titles of coordinator, director, facilitator or teacher on special assignment. This point person is tasked to be a liaison between administrators, teachers and Goalbook throughout the year with routine communication (e.g. monthly) for collaborative planning and/or delivering initial PD/training and follow up support. Please see the included services for implementing Goalbook Toolkit in partnership with Medina Valley ISD (TX).

Implementation Services Included Each Academic Year:

Goalbook Toolkit Special Education Full District Department Membership- Goalbook Toolkit access for 100 total users in Medina Valley ISD (TX)

Goalbook services include:

- 1 day of remote or onsite professional development led by Goalbook
- 1 mid-year remote or onsite consultation/PD for a comprehensive review and to ensure implementation goals are met
- Dedicated Goalbook Success team member to work in partnership with district and school implementation leads throughout the year
- Access to ongoing webinars that feature a variety of content areas to build teacher capacity for improving instructional practice
- Analytics services for leadership upon request
- Dedicated Goalbook help desk and technical support

Pricing Summary:

Option 1 - One-Year Partnership Pricing Total: *\$59,500.00 annually*

Pricing based on: 1-year term partnership, scope of work, level of service, and access to Goalbook Toolkit.

Option 2 - Multi-Year (Three-Year) Partnership Pricing Total: *\$53,550.00 annually*

Pricing discounted from \$59,500.00 each year based on: 3-year term partnership, scope of work, level of service, and access to Goalbook Toolkit.

Goalbook Toolkit access can be granted to special education staff members within Medina Valley ISD (TX) according to the above scope of implementation. Additional users may receive access as appropriate and jointly agreed upon with Medina Valley ISD (TX).

Suite of Services:

As a complement to the Goalbook Toolkit program, Goalbook delivers ongoing support and training, customized to the needs of each of our partners in the form of:

- Customized implementation and professional development planning and support, aligned to instructional initiatives
- Tailored analytics and reporting on program participation
- Targeted recommendations around training and implementation based on program analytics
- On-demand and personalized training delivered as jointly agreed upon based on implementation needs

Dedicated User and Technical Support:

Goalbook empowers teachers to transform instruction so that ALL students succeed. We blend pedagogical research and intuitive technology into our easy-to-use online tools and leading professional development for educators.

- Goalbook provides each educator with dedicated technical support and access to Goalbook's help desk. On every page within Goalbook Toolkit there is an orange contact us button in the bottom right corner. By clicking that button individual users can directly access Goalbook's help desk without any fees or payments.
- Goalbook's interactive user interface also supports users through interactive features (such as the Strategy Wizard and the Personalized Goal Wizard) for navigating and selecting the resources within our platform efficiently and effectively.
- In addition to direct end user access to Goalbook's help desk on every page, Goalbook's success team can provide users with live and pre-recorded tutorials demonstrating how to utilize features and content within Goalbook.



QUOTE 2414895-1
Medina Valley ISD (TX)

01 Jul 2024
Due 31 Jul 2024 (NET 30)

Qty	Unit	Description	Price	Total
1.0	Product	Full District Membership - Goalbook Toolkit access for up to 100 users, including all Goalbook Services	\$ 59,500.00	\$ 59,500.00
1.0	Product	Partnership Discount	\$ -5,950.00	\$ -5,950.00
			Total Due:	\$53,550.00

Quote Notes

Goalbook Toolkit Full District Membership - Goalbook Toolkit access for up to 100 users in Medina Valley ISD (TX), active until June 30, 2025.

Goalbook services include:

- 1 day of remote or onsite professional development led by Goalbook
- 1 mid-year remote or onsite consultation/PD for a comprehensive review and to ensure implementation goals are met
- Dedicated Goalbook Success team member to work in partnership with district and school implementation leads throughout the year
- Access to ongoing webinars that feature a variety of content areas to build teacher capacity for improving instructional practice
- Analytics services for leadership upon request
- Dedicated Goalbook help desk and technical support

If a Purchase Order is generated, you can email it to support@goalbookapp.com or fax to (650) 284-0432, and we will add the PO # to this invoice.

This quote form is entered into and effective as of the form date set forth above by and between Enome, Inc. and the Client identified above. This quote form incorporates the Goalbook Terms and Conditions (goalbookapp.com/terms) (collectively the "Agreement"). All fees are non-cancellable and non-refundable. By paying the fees above, you signify that you have read, understood, and agree to be bound by the Agreement, and that you have the authority to bind your organization to the Agreement.



QUOTE FORM

	Goalbook	Client
Name and Mailing Address	Enome, Inc. (Goalbook) PO Box 1289 San Mateo, CA 94401	Medina Valley ISD (TX) 8449 F M 471 S CASTROVILLE, TX 78009
Individual Contact	Gina Sudyka	John Reynolds
Title	Partnerships	Director of Special Programs
Phone	(956) 333-4391	830-931-2243 x6
Email	ginas@goalbookapp.com	john.reynolds@mvisd.org

Access Information	
Service Effective Date	Effectively immediately upon signed Quote Form
Service End Date	June 30, 2027

Fee Type	Amount	Due Date
Goalbook Toolkit Membership and Services: 2024-2025 School Year (access up to 100 educators/admins)	\$53,550.00	July 31, 2024
Goalbook Toolkit Membership and Services: 2025-2026 School Year (access up to 100 educators/admins)	\$53,550.00	July 31, 2025
Goalbook Toolkit Membership and Services: 2026-2027 School Year (access up to 100 educators/admins)	\$53,550.00	July 31, 2026

Fees are charged in advance on an annual basis for each annual period of Service access during the Service access period listed above (Service Effective Date through the Service End Date), due net 30 days from the date of invoice. Service access will automatically renew for additional one year periods at the conclusion of the initial Service access period (each a "Renewal Period") unless either party provides notice of non-renewal no later than 30 days prior to the Service End Date, and in the case of each Renewal Period, prior to the end of the Renewal Period. Pricing for each Renewal Period will be listed in the invoice issued by Goalbook for the applicable Renewal Period. All terms entered into between the parties prior to each Renewal Period will remain in effect during each Renewal Period. Service access for each Renewal Period will be effective upon receipt of the invoiced Renewal Period fee. Goalbook may terminate the Agreement at any time if Client fails to pay a Renewal Period invoice according to its terms.

This Quote Form is a binding order for the Services in the amount described above, entered into and effective as of the last date of signature below, by and between Enome, Inc. and Client. This Quote Form incorporates the Goalbook Terms and Conditions (goalbookapp.com/terms), together the "Agreement", and will take precedence over any other terms entered into and between Enome, Inc. and Client. By signing below, Enome, Inc. and Client agree to be bound by the terms of the Agreement as of the last date of signature below.

FOR GOALBOOK

Name: _____

Title: _____

Signature: _____

Date: _____

FOR CLIENT

Name: _____

Title: _____

Signature: _____

Date: _____

**This Quote Form will be sent by
Goalbook for signature via DocuSign**



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: August 14, 2024

Agenda item: Consider approval of contract for professional services for speech therapy

Background Information:

Speech therapy services are required by the Individuals with Disabilities Education Act (IDEA) for those students determined to be eligible by the district. Texas is currently experiencing a shortage of qualified services providers, and Medina Valley ISD is unable to fill vacant positions. This shortage has resulted in the need to contract services to outside providers in order to fulfill the district's obligations under IDEA.

Administrative Consideration:

- TxStar Speech-Language Services Corp. has previously provided special education related services to Medina Valley ISD and has proved to be a reliable vendor.
- TsStar currently has staff available to commit to the district, whereas other vendors are currently unable to commit to a contract.
- TxStar has an active contract procured through competitive bid with the Region 20 Education Service Center Related Services Cooperative
- This expenditure is included in the 2024-2025 Budget.

Supporting Documents:

- TxStar Contract

Recommendation:

It is recommended to approve professional services for speech therapy with TxStar, LLC, for an amount not to exceed \$130,000.



2023-2024 Related Services Cooperative Contractors and Price List

Contractor Information			
Company Name:	Abilities Therapy and Consulting, LLC		
Contact:	Dana Eubanks		
Contact Email Address:	deubanks@abilitieshouston.com		
Company Address:	13918 Saint Marys Ln, Houston, TX 77079		
Phone:	832-428-9890		
Website:	www.abilitieshouston.com		
Price List			
Service	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$350	\$350	\$350
Speech Therapy Direct Services	\$75	\$75	\$75
Speech Therapy Indirect Services	\$75	\$75	\$75
Speech Language Pathologist Assistant	\$55	\$55	\$55
Bilingual Speech Evaluation	\$450	\$450	\$450
Bilingual Speech Therapy Direct Services	\$75	\$75	\$75
Bilingual Speech Therapy Indirect Services	\$75	\$75	\$75
Bilingual Speech Language Pathologist Assistant	\$55	\$55	\$55



2023-2024 Related Services Cooperative Contractors and Price List

Contractor Information			
Company Name:	Accountable Healthcare Staffing, Inc.		
Contact:	Julie McCullam		
Contact Email Address:	juliemccullam@ahcstaff.com		
Company Address:	999 Yamato Road, Ste. 210, Boca Raton, FL 33431		
Phone:	817-916-8907		
Fax:	972-870-9931		
Website:	www.ahcstaff.com		
Price List			
Service	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$69	\$69	\$69
Speech Therapy Direct Services	\$69	\$69	\$69
Speech Therapy Indirect Services	\$69	\$69	\$69
Speech Language Pathologist Assistant	\$55	\$55	\$55
Bilingual Speech Evaluation	\$74	\$74	\$74
Bilingual Speech Therapy Direct Services	\$74	\$74	\$74
Bilingual Speech Therapy Indirect Services	\$74	\$74	\$74
Bilingual Speech Language Pathologist Assistant	\$60	\$60	\$60
Occupational Therapy (OT) Evaluation	\$67	\$67	\$67
Occupational Therapy Direct Services	\$67	\$67	\$67
Occupational Therapy Indirect Services	\$67	\$67	\$67
Occupational Therapy Assistant (OTA)	\$57	\$57	\$57
Physical Therapy (PT) Evaluation	\$67	\$67	\$67
Physical Therapy Direct Services	\$67	\$67	\$67
Physical Therapy Indirect Services	\$67	\$67	\$67
Physical Therapy Assistant (PTA)	\$57	\$57	\$57
Orientation and Mobility (O&M) Evaluation	\$70	\$70	\$70
Orientation and Mobility (O&M) Services	\$70	\$70	\$70
Licensed Specialist in School Psychology (LSSP) Evaluation	\$74	\$74	\$74
Full Individual Evaluation (FIE) by LSSP	\$74	\$74	\$74
Bilingual Licensed Specialist in School Psychology (LSSP) Evaluation	\$79	\$79	\$79
Bilingual FIE by LSSP	\$79	\$79	\$79
Functional Behavioral Assessment	\$74	\$74	\$74
FIE with Psychological by LSSP	\$74	\$74	\$74
Board Certified Behavior Analyst (BCBA)	\$80	\$80	\$80
Music Therapy	\$69	\$69	\$69
Certified Interpreter for the Deaf/Hard of Hearing	\$57	\$57	\$57



2023-2024 Related Services Cooperative Contractors and Price List

Contractor Information			
Company Name:	Aequor Healthcare Services (formally Therapy Staff, LLC)		
Contact:	Leonard Anthony		
Contact Email Address:	leonard.anthony@aequor.com		
Company Address:	9442 Capital of Texas Highway North, Suite 225, Austin, Texas 78759		
Phone:	813-484-6642		
Fax:	972-893-3470		
Website:	www.aequor.com		
Price List			
Service	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$65-70	\$65-70	\$65-70
Speech Therapy Direct Services	\$65-70	\$65-70	\$65-70
Speech Therapy Indirect Services	\$65-70	\$65-70	\$65-70
Speech Language Pathologist Assistant	\$50-55	\$50-55	\$50-55
Bilingual Speech Evaluation	\$70-70	\$70-72	\$70-72
Bilingual Speech Therapy Direct Services	\$70-72	\$70-72	\$70-72
Bilingual Speech Therapy Indirect Services	\$70-72	\$70-72	\$70-72
Bilingual Speech Language Pathologist Assistant	\$58-60	\$58-60	\$58-60
Occupational Therapy (OT) Evaluation	\$65-70	\$65-70	\$65-70
Occupational Therapy Direct Services	\$65-70	\$65-70	\$65-70
Occupational Therapy Indirect Services	\$65-70	\$65-70	\$65-70
Occupational Therapy Assistant (OTA)	\$50-55	\$50-55	\$50-55
Physical Therapy (PT) Evaluation	\$65-70	\$65-70	\$65-70
Physical Therapy Direct Services	\$65-70	\$65-70	\$65-70
Physical Therapy Indirect Services	\$65-70	\$65-70	\$65-70
Physical Therapy Assistant (PTA)	\$50-55	\$50-55	\$50-55
Orientation and Mobility (O & M) Evaluation	\$80	\$80	\$80
Orientation and Mobility Service	\$80	\$80	\$80
Licensed Specialist in School Psychology (LSSP) Evaluation	\$70-72	\$70-72	\$70-72
Full Individual Evaluation (FIE) by LSSP	\$70-72	\$70-72	\$70-72
Bilingual Licensed Specialist in School Psychology (LSSP) Evaluation	\$75	\$75	\$75
Bilingual FIE by LSSP	\$75	\$75	\$75
Functional Behavioral Assessment	\$72	\$72	\$72
FIE with Psychological by LSSP	\$75	\$75	\$75
Board Certified Behavior Analyst (BCBA)	\$65-70	\$65-70	\$65-70
Music Therapy	\$55-60	\$55-60	\$55-60
Certified Interpreter for D/HH	\$55-60	\$55-60	\$55-60
Price List Per Evaluation			
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$375-400	\$375-400	\$375-400
Bilingual Speech Therapy Evaluation	\$450	\$450	\$450



2023-2024 Related Services Cooperative Contractors and Price List

OT Evaluation	\$375-400	\$375-400	\$375-400
PT Evaluation	\$375-400	\$375-400	\$375-400
O&M Evaluation	\$350	\$350	\$350
Full Individual Evaluation (FIE) by LSSP	\$500-550	\$500-550	\$500-550
Bilingual FIE by LSSP	\$525-575	\$525-575	\$525-575
Functional Behavioral Assessment	\$350	\$350	\$350
FIE with Psychological by LSSP	\$550	\$550	\$550
FIE for Suspicion of Autism	\$550	\$550	\$550
FIE for Suspicion of Emotional Disturbance	\$550	\$550	\$550
FIE for Suspicion of Intellectual Disability	\$550	\$550	\$550
FIE for Suspicion of a Specific Learning Disability	\$550	\$550	\$550
Boar Certified Behavior Analyst	\$400	\$400	\$400



2023-2024 Related Services Cooperative Contractors and Price List

Contractor Information			
Company Name:	AMN Allied Services, LLC		
Contact:	Dustin Ratcliff		
Contact Email Address:	dustin.ratcliff@amnhealthcare.com		
Company Address:	2999 Olympus Blvd, Suite 500, Dallas, TX 75019		
Phone:	720-664-2419		
Fax:	855-809-8282		
Website:	www.amnhealthcare.com		
Price List			
Service	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$70	\$81	\$95
Speech Therapy Direct Services	\$70	\$81	\$95
Speech Therapy Indirect Services	\$70	\$81	\$95
Speech Language Pathologist Assistant	\$60	\$71	\$85
Bilingual Speech Evaluation	\$75	\$86	\$100
Bilingual Speech Therapy Direct Services	\$75	\$86	\$100
Bilingual Speech Therapy Indirect Services	\$75	\$86	\$100
Bilingual Speech Language Pathologist Assistant	\$65	\$76	\$90
Occupational Therapy (OT) Evaluation	\$70	\$81	\$95
Occupational Therapy Direct Services	\$70	\$81	\$95
Occupational Therapy Indirect Services	\$70	\$81	\$95
Occupational Therapy Assistant (OTA)	\$60	\$71	\$85
Physical Therapy (PT) Evaluation	\$70	\$81	\$95
Physical Therapy Direct Services	\$70	\$81	\$95
Physical Therapy Indirect Services	\$70	\$81	\$95
Physical Therapy Assistant (PTA)	\$60	\$71	\$85
Licensed Specialist in School Psychology (LSSP) Evaluation	\$80	\$91	\$105
Full Individual Evaluation (FIE) by LSSP	\$80	\$91	\$105
Bilingual Licensed Specialist in School Psychology (LSSP) Evaluation	\$85	\$96	\$111
Bilingual FIE by LSSP	\$85	\$96	\$111
FIE with Psychological by LSSP	\$80	\$91	\$105
Board Certified Behavior Analyst (BCBA)	\$80	\$91	\$105
Price List Per Evaluation			
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$210 (based on \$70 x 3 hr. eval)	\$243.00 (based on \$81 x 3 hr. eval)	\$285 (based on \$95 x 3 hr. eval)
Bilingual Speech Therapy Evaluation	\$225 (based on \$75 x 3 hr. eval)	\$258 (based on \$86 x 3 hr. eval)	\$300 (based on \$100 x 3 hr. eval)
PT Evaluation	\$210.00 (based on \$70 x 3 hr. eval)	\$243.00 (based on \$81 x 3 hr. eval)	\$285 (based on \$95 x 3 hr. eval)



2023-2024 Related Services Cooperative Contractors and Price List

Full Individual Evaluation (FIE) by LSSP	\$240 (based on \$80 x 3 hr. eval)	\$273 (based on \$91 x 3 hr. eval)	\$315 (based on \$105 x 3 hr. eval)
Bilingual FIE by LSSP	\$255 (based on \$85 x 3 hr. eval)	\$288 (based on \$96 x 3 hr. eval)	\$333 (based on \$111 x 3 hr. eval)
FIE with Psychological by LSSP	\$240 (based on \$80 x 3 hr. eval)	\$273 (based on \$91 x 3 hr. eval)	\$315 (based on \$105 x 3 hr. eval)
Board Certified Behavior Analyst (BCBA)	\$240 (based on \$80 x 3 hr. eval)	\$273 (based on \$91 x 3 hr. eval)	\$315 (based on \$105 x 3 hr. eval)



2023-2024 Related Services Cooperative Contractors and Price List

Contractor Information			
Company Name:	DotCom Therapy Inc.		
Contact:	Emily Olsen		
Contact Email Address:	eolsen@dotcomtherapy.com		
Company Address:	8700 Turnpike Drive, Suite 318, Westminster, CO 80031		
Phone:	844-536-8266		
Fax:	608-492-0770		
Website:	www.dotcomtherapy.com		
Price List			
Service	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$70	\$70	\$70
Speech Therapy Direct Service	\$ 70	\$70	\$70
Speech Therapy Indirect Service	\$70	\$70	\$70
Occupational Therapy (OT) Evaluation	\$70	\$70	\$70
Occupational Therapy Direct Services	\$70	\$70	\$70
Occupational Therapy Indirect Services	\$70	\$70	\$70
Price List Per Evaluation			
	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$220	\$220	\$220
OT Evaluation	\$220	\$220	\$220



2023-2024 Related Services Cooperative Contractors and Price List

Contractor Information			
Company Name:	EDU Healthcare, LLC		
Contact:	Lynne Nicol		
Contact Email Address:	lnicol@eduhealthcare.com		
Company Address:	PO Box 2400, Cornelius, NC 28031		
Phone:	704-233-7715		
Fax:	866-757-8202		
Website:	www.eduhealthcare.com		
Price List			
Service	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$69	\$69	\$ 69
Speech Therapy Direct Services	\$69	\$69	\$69
Speech Therapy Indirect Services	\$69	\$69	\$69
Speech Language Pathologist Assistant	\$64	\$64	\$64
Bilingual Speech Evaluation	\$70	\$70	\$70
Bilingual Speech Therapy Direct Services	\$70	\$70	\$70
Bilingual Speech Therapy Indirect Services	\$70	\$70	\$70
Bilingual Speech Language Pathologist Assistant	\$65	\$65	\$65
Occupational Therapy (OT) Evaluation	\$72	\$72	\$72
Occupational Therapy Direct Services	\$72	\$72	\$72
Occupational Therapy Indirect Services	\$72	\$72	\$72
Occupational Therapy Assistant (OTA)	\$67	\$67	\$67
Physical Therapy (PT) Evaluation	\$69	\$69	\$69
Physical Therapy Direct Services	\$69	\$69	\$69
Physical Therapy Indirect Services	\$69	\$69	\$69
Physical Therapy Assistant (PTA)	\$65	\$65	\$65
Orientation and Mobility (O & M) Evaluation	\$95	\$95	\$95
Orientation and Mobility Service	\$95	\$95	\$95
Licensed Specialist in School Psychology (LSSP) Evaluation	\$78	\$78	\$78
Full Individual Evaluation (FIE) by LSSP	\$550	\$550	\$550
Bilingual Licensed Specialist in School Psychology (LSSP) Evaluation	\$78	\$78	\$78
Bilingual FIE by LSSP	\$550	\$550	\$550
Functional Behavioral Assessment	\$85	\$85	\$85
FIE with Psychological by LSSP	\$600	\$600	\$600
Board Certified Behavior Analyst (BCBA)	\$90	\$90	\$90
Certified Interpreter for the Deaf/Hard of Hearing	\$55	\$55	\$55
Price List Per Evaluation			
Service	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$500	\$500	\$500
Bilingual Speech Therapy Evaluation	\$700	\$700	\$700
OT Evaluation	\$600	\$600	\$600



2023-2024 Related Services Cooperative Contractors and Price List

PT Evaluation	\$600	\$600	\$600
O&M Evaluation	\$400	\$400	\$400
Full Individual Evaluation (FIE) by LSSP	\$600	\$600	\$600
Bilingual FIE by LSSP	\$600	\$600	\$600
Functional Behavioral Assessment	\$850	\$850	\$850
FIE with Psychological by LSSP	\$600	\$600	\$600
FIE for Suspicion of Autism	\$1,500	\$1,500	\$1,500
FIE for Suspicion of Emotional Disturbance	\$1,000	\$1,000	\$1,000
FIE for Suspicion of Intellectual Disability	\$1,000	\$1,000	\$1,000
FIE for Suspicion of Specific Learning Disability	\$1,000	\$1,000	\$1,000
Board Certified Behavior Analyst (BCBA)	\$700	\$700	\$700



2023-2024 Related Services Cooperative Contractors and Price List

Contractor Information

Company Name: Gifted Nurses, LLC DBA Gifted Healthcare
 Contact: Stephanie Romero, Educational Services Account Manager
 Danica Lovric, RFP Manager
 Contact Email Address: sromero@giftedhealthcare.com
rfp@giftedhealthcare.com
 Company Address: 3330 W Esplanade Ave., Suite 505, Metairie, LA 70002
 Phone: 504-276-0668 (Stephanie Romero); 504-276-0666 (Danica Lovric)
 Fax: 504-732-3110
 Website: www.giftedhealthcare.com

Price List

Service	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$70	\$75	\$80
Speech Therapy Direct Services	\$70	\$75	\$80
Speech Therapy Indirect Services	\$70	\$75	\$80
Speech Language Pathologist Assistant	\$65	\$68	\$69
Bilingual Speech Evaluation	\$42	\$77	\$82
Bilingual Speech Therapy Direct Services	\$42	\$77	\$82
Bilingual Speech Therapy Indirect Services	\$42	\$77	\$82
Bilingual Speech Language Pathologist Assistant	\$67	\$70	\$70
Occupational Therapy (OT) Evaluation	\$70	\$75	\$80
Occupational Therapy Direct Services	\$70	\$75	\$80
Occupational Therapy Indirect Services	\$70	\$75	\$80
Occupational Therapy Assistant (OTA)	\$65	\$68	\$69
Physical Therapy (PT) Evaluation	\$70	\$75	\$80
Physical Therapy Direct Services	\$70	\$75	\$80
Physical Therapy Indirect Services	\$70	\$75	\$80
Physical Therapy Assistant (PTA)	\$65	\$68	\$69
Orientation and Mobility (O & M) Evaluation	\$70	\$75	\$80
Orientation and Mobility Service	\$70	\$75	\$80
Licensed Specialist in School Psychology (LSSP) Evaluation	\$80	\$85	\$90
Full Individual Evaluation (FIE) by LSSP	\$80	\$85	\$95
Bilingual Licensed Specialist in School Psychology (LSSP) Evaluation	\$ 82	\$87	\$92
Bilingual FIE by LSSP	\$82	\$87	\$92
Functional Behavioral Assessment	\$85	\$90	\$95
FIE with Psychological by LSSP	\$85	\$90	\$95
Board Certified Behavior Analyst (BCBA)	\$90	\$95	\$100
Music Therapy	\$65	\$68	\$70
Certified Interpreter for D/HH	\$65	\$68	\$70

Price List Per Evaluation

Service	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$450	\$500	\$550
Bilingual Speech Therapy Evaluation	\$475	\$525	\$550



2023-2024 Related Services Cooperative Contractors and Price List

OT Evaluation	\$450	\$500	\$550
PT Evaluation	\$475	\$525	\$550
O&M Evaluation	\$475	\$500	\$550
Full Individual Evaluation (FIE) by LSSP	\$750	\$800	\$850
Bilingual FIE by LSSP	\$775	\$825	\$875
Functional Behavioral Assessment	\$750	\$800	\$850
FIE with Psychological by LSSP	\$750	\$800	\$850
FIE for Suspicion of Autism	\$1000	\$1100	\$1200
FIE for Suspicion of Emotional Disturbance	\$750	\$800	\$850
FIE for Suspicion of Intellectual Disability	\$700	\$750	\$800
FIE for Suspicion of a Specific Learning Disability	\$750	\$800	\$850
Board Certified Behavior Analyst (BCBA)	\$600	\$650	\$700



2023-2024 Related Services Cooperative Contractors and Price List

Contractor Information	
Company Name:	GLOBO Language Solutions
Contact:	Whitney Douglass, Director of Operations
Contact Email Address:	Whitney.douglass@helloglobo.com
Company Address:	PO Box 131835, Houston, TX 77219
Phone:	512-924-5346

Price List			
Service	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Certified Interpreter for D/HH	\$110 first hour, \$55 each additional hour. <i>More specifications and terms included in notes.</i>	\$165 first hour, \$55 each additional hour. <i>More specifications and terms included in notes.</i>	\$ 220 first hour, \$55 each additional hour

Deviation	
Service	Hourly Rate
	Within 60 miles of Bexar County
* Pre-Certified Interpreter <i>*Crabtree Interpreting indicates that working closely with local Interpreter Training Programs, they are able to vet interpreter technical skills and determine if the candidate may be a good fit for pre-certified situations within the school setting prior to the interpreter receiving certification credentials. If this meets Region 20 needs, they extend this service.</i>	\$90 first hour; \$45 each additional hour
Pre-Certified Interpreter Emergency Request	\$110 first hour; \$55 each additional hour
Certified Interpreter Regular Requests	\$110 first hour; \$55 each additional hour
Certified Interpreter Emergency Requests and After Hours Requests	\$150 first hour; \$75 each additional hour

Notes	
Emergency	Requests placed with less than one business day will be considered an emergency request.
Minimum Fee	Each request for services shall be billed a minimum of one hour. Additional time is billed in 15 (fifteen) minute increments.
Cancellation	For assignments cancelled with less than one business day notice, client will incur a full charge for all scheduled hours. For assignments cancelled with more than one business day notice client will incur no charge at all.



2023-2024 Related Services Cooperative Contractors and Price List

Contractor Information

Company Name: Positive Behavior Supports Corp.
 Contact: Nicole Postma
 Contact Email Address: npostma@teampbs.com
 Company Address: 400 E Royal Ln Bldg 3 Ste. 290, Irving, TX
 Phone: 616-890-3920
 Fax: 772-675-9100
 Website: www.teampbs.com

Price List

Price List Per Evaluation

Service	Price List Per Evaluation		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Functional Behavioral Assessment	\$1,000	\$1,200	\$1,500
Board Certified Behavior Analyst (BCBA)	\$1,000	\$1,200	\$1,500



2023-2024 Related Services Cooperative Contractors and Price List

Contractor Information			
Company Name:	ProCare Therapy		
Contact:	Richard Gropper		
Contact Email Address:	richard.gropper@procaretherapy.com		
Company Address:	5550 Peachtree Pkwy, Peachtree Corner, GA 30092		
Phone:	770-776-2093		
Fax:	678-369-7731		
Website:	www.procaretherapy.com		
Price List			
Service	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$75	\$75	\$75
Speech Therapy Direct Services	\$75	\$75	\$75
Speech Therapy Indirect Services	\$75	\$75	\$75
Speech Language Pathologist Assistant	\$67	\$67	\$67
Bilingual Speech Evaluation	\$78	\$78	\$78
Bilingual Speech Therapy Direct Services	\$78	\$78	\$78
Bilingual Speech Therapy Indirect Services	\$78	\$78	\$78
Bilingual Speech Language Pathologist Assistant	\$70	\$70	\$70
Occupational Therapy (OT) Evaluation	\$75	\$75	\$75
Occupational Therapy Direct Services	\$75	\$75	\$75
Occupational Therapy Indirect Services	\$75	\$75	\$75
Occupational Therapy Assistant (OTA)	\$67	\$67	\$67
Physical Therapy (PT) Evaluation	\$75	\$75	\$75
Physical Therapy Direct Services	\$75	\$75	\$75
Physical Therapy Indirect Services	\$75	\$75	\$75
Physical Therapy Assistant (PTA)	\$67	\$67	\$67
Orientation and Mobility (O & M) Evaluation	\$73	\$73	\$73
Orientation and Mobility (O& M) Services	\$73	\$73	\$73
Licensed Specialist in School Psychology (LSSP) Evaluation	\$85	\$85	\$85
Full Individual Evaluation (FIE) by LSSP	\$85	\$85	\$85
Bilingual Licensed Specialist in School Psychology (LSSP) Evaluation	\$88	\$88	\$88
Bilingual FIE by LSSP	\$88	\$88	\$88
Board Certified Behavior Analyst (BCBA)	\$75	\$75	\$75
Music Therapy	\$55	\$55	\$55
Certified Interpreter for D/HH	\$70	\$70	\$70
Deviations			
General Terms and Conditions	ProCare reviewed the general terms and conditions included in the RFP and although they agree with the terms in principle, the vendor submitted the following deviation.		
	<ul style="list-style-type: none"> •Limitation of Liability: 		

2023-2024 Related Services Cooperative Contractors and Price List

	<p>NO PARTY SHALL BE LIABLE IN ANY MANNER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EXPRESSLY EXCLUDING CLAIMS BASED ON ITS BREACH OF CONFIDENTIALITY OBLIGATIONS, WILLFUL MISCONDUCT, OR INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS. FURTHER, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM OR LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID TO CONTRACTOR FOR THE PROVISION OF SERVICES HEREUNDER DURING THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.</p> <p>ProCare reviewed the general terms and conditions included in the RFP and although the vendor agrees with the terms in principle, the vendor indicated they believe it may be precipitous to discuss the terms and conditions that will govern the services during the proposal stage. When awarded the bid, ProCare indicated they would collaborate, in good faith, with Education Service Center to establish mutually agreed upon terms and conditions governing the services proposed.</p>
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2023-2024 Related Services Cooperative Contractors and Price List

Contractor Information			
Company Name:	School Therapy Services		
Contact:	Lisa Corbin Scarpa		
Contact Email Address:	schooltherapyservices@gmail.com		
Company Address:	144 Lake View Dr., Boerne, TX 78006		
Phone:	210-887-3377		
Fax:	210-319-3960		
Price List			
Service	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$ 75	\$95	\$145
Speech Therapy Direct Services	\$70	\$95	\$145
Speech Therapy Indirect Services	\$70	\$95	\$145
Speech Language Pathologist Assistant	\$53	\$63	\$73
Bilingual Speech Evaluation	\$79	\$95	\$145
Bilingual Speech Therapy Direct Services	\$79	\$95	\$145
Bilingual Speech Therapy Indirect Services	\$79	\$95	\$145
Bilingual Speech Language Pathologist Assistant	\$53	\$63	\$75
Occupational Therapy (OT) Evaluation	\$75	\$95	\$145
Occupational Therapy Direct Services	\$73	\$62	\$145
Occupational Therapy Indirect Services	\$73	\$95	\$145
Occupational Therapy Assistant (OTA)	\$53	\$63	\$75
Physical Therapy (PT) Evaluation	\$75	\$95	\$145
Physical Therapy Direct Services	\$75	\$95	\$145
Physical Therapy Indirect Services	\$75	\$95	\$145
Physical Therapy Assistant (PTA)	\$53	\$63	\$75
Orientation and Mobility (O & M) Evaluation	\$72	\$95	\$145
Orientation and Mobility (O& M) Services	\$72	\$95	\$145
Licensed Specialist in School Psychology (LSSP) Evaluation	\$65	\$95	\$145
Full Individual Evaluation (FIE) by LSSP	\$69	\$95	\$145
Board Certified Behavior Analyst (BCBA)	\$75	\$95	\$145
Price List Per Evaluation			
Service	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$450	\$600	\$750
Bilingual Speech Therapy Evaluation	\$475	\$625	\$750
OT Evaluation	\$450	\$625	\$750
PT Evaluation	\$450	\$625	\$750
Deviations			
Certificate of Insurance (page 13 of RFP) o\$500,000 Combined Single Limit for Commercial Automobile including Hired and Non-Owned Auto o\$1,000,000 Limit for General Liability	School Therapy Services does not designate specific auto(s) for commercial use. Each independent contractor provides their own required auto, general liability insurance and professional liability insurance as specified in their independent contract agreement with the vendor.		

2023-2024 Related Services Cooperative Contractors and Price List

<p>o\$500,000/\$500,000/\$500,000 Limit for Employers Liability for Workers' Compensation Insurance</p>	<p>Workers Compensation insurance is not provided as the vendor indicates they do not have staff that are considered "employees" that would be eligible workers compensation. The vendor indicates that since all of their team meets IRS requirements as independent contractors and not employees the vendor indicates they are not required to carry workers compensation.</p>
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2023-2024 Related Services Cooperative Contractors and Price List

Contractor Information			
Company Name:	Specialized Assessment & Consulting		
Contact:	James Hitchcock		
Contact Email Address:	contracts@specializedtx.com		
Company Address:	10242 Greenhouse Rd, #1701 Cypress, TX 77433		
Phone:	346-240-1000		
Website:	https://specializedassessment.com		
Price List			
Service	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$75	\$125	\$175
Speech Therapy Direct Services	\$75	\$125	\$175
Speech Therapy Indirect Services	\$75	\$125	\$175
Speech Language Pathologist Assistant	\$65	\$115	\$165
Bilingual Speech Evaluation	\$80	\$130	\$180
Bilingual Speech Therapy Direct Services	\$80	\$130	\$180
Bilingual Speech Therapy Indirect Services	\$80	\$130	\$180
Bilingual Speech Language Pathologist Assistant	\$70	\$120	\$170
Occupational Therapy (OT) Evaluation	\$75	\$125	\$175
Occupational Therapy Direct Services	\$75	\$125	\$175
Occupational Therapy Indirect Services	\$75	\$125	\$175
Occupational Therapy Assistant (OTA)	-	-	-
Physical Therapy (PT) Evaluation	\$75	\$125	\$175
Physical Therapy Direct Services	\$75	\$125	\$175
Physical Therapy Indirect Services	\$75	\$125	\$175
Licensed Specialist in School Psychology (LSSP) Evaluation	\$75	\$125	\$175
Full Individual Evaluation (FIE) LSSP	\$75	\$125	\$175
Bilingual Licensed Specialist in School Psychology (LSSP) Evaluation	\$80	\$130	\$180
Bilingual FIE by LSSP	\$80	\$130	\$180
Functional Behavioral Assessment	\$75	\$125	\$175
FIE with Psychological by LSSP	\$75	\$125	\$175
Price List Per Evaluation			
	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$450	\$500	\$550
Bilingual Speech Therapy Evaluation	\$850	\$900	\$950
OT Evaluation	\$550	\$600	\$650
PT Evaluation	\$550	\$600	\$650
Full Individual Evaluation (FIE) by LSSP	\$935	\$985	\$1035
Bilingual FIE by LSSP	\$1350	\$1400	\$1450
Functional Behavioral Assessment	\$935	\$985	\$1035
FIE with Psychological by LSSP	\$935	\$985	\$1035
FIE for Suspicion of Autism	\$935	\$985	\$1035



2023-2024 Related Services Cooperative Contractors and Price List

FIE for Suspicion of Emotional Disturbance	\$935	\$985	\$1035
FIE for Suspicion of Intellectual Disability	\$935	\$985	\$1035
FIE for Suspicion of a Specific Learning Disability	\$935	\$985	\$1035

Deviations

Note: Specialized Assessment & Consulting charges a travel surcharge for providers that is round trip and not one-way. Additionally, it is a daily surcharge rather than an hourly charge. For example, if a provider drives 65 miles round trip and works for 8 hours, than only an additional \$50 is added to the bill for the day.

Additional Terms

Non-Local Surcharge: For any day that the provider travels from over 60 to 100 miles to, from and within a school district or charter school district. Mileage calculation begins from provider’s starting location.	\$50 per day
Non-Local Surcharge: For any day that the provider travels from over 100 miles to, from and within a school district or charter school district. Mileage calculation begins from provider’s starting location.	\$100 per day



2023-2024 Related Services Cooperative Contractors and Price List

Contractor Information		
Company Name:	Speech Specialists of San Antonio, P.C.	
Contact:	Cameron Mansker, President	
Contact Email Address:	speech.specialists@yahoo.com	
Company Address:	13333 Blanco Rd. Suite 302, San Antonio, TX 78216	
Phone:	210-365-4166	
Fax:	210-492-4588	
Website:	www.ssofsa.com	
Price List		
Service	Hourly Rate	
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County
Speech Therapy Evaluation	\$65	\$70
Speech Therapy Direct Services	\$65	\$70
Speech Therapy Indirect Services	\$65	\$70
Speech Language Pathologist Assistant	\$55	\$60
Bilingual Speech Evaluation	\$68	\$73
Bilingual Speech Therapy Direct Services	\$ 68	\$73
Bilingual Speech Therapy Indirect Services	\$68	\$73
Bilingual Speech Language Pathologist Assistant	\$58	\$63
Occupational Therapy (OT) Evaluation	\$65	\$70
Occupational Therapy Direct Services	\$65	\$70
Occupational Therapy Indirect Services	\$65	\$70
Occupational Therapy Assistant (OTA)	\$60	\$65
Physical Therapy (PT) Evaluation	\$65	\$70
Physical Therapy Direct Services	\$65	\$70
Physical Therapy Indirect Services	\$65	\$70
Physical Therapy Assistant (PTA)	\$60	\$65



2023-2024 Related Services Cooperative Contractors and Price List

Contractor Information	
Company Name:	Supplemental Health Care
Contact:	Kathryn Cooper
Contact Email Address:	kcooper@shccares.com
Company Address:	12225 Greenville Ave., Suite 600, Dallas, TX 75243
Phone:	866-575-9820
Website:	www.shccares.com
Price List	
Service	Hourly Rate
	Within 60 miles of Bexar County
Speech Therapy Evaluation	\$68-70
Speech Therapy Direct Services	\$68-70
Speech Therapy Indirect Services	\$68-70
Speech Language Pathologist Assistant	\$57-59
Bilingual Speech Evaluation	\$75
Bilingual Speech Therapy Direct Services	\$75
Bilingual Speech Therapy Indirect Services	\$75
Bilingual Speech Language Pathologist Assistant	\$65
Occupational Therapy (OT) Evaluation	\$67-69
Occupational Therapy Direct Services	\$67-69
Occupational Therapy Indirect Services	\$67-69
Occupational Therapy Assistant (OTA)	\$57
Physical Therapy (PT) Evaluation	\$67-69
Physical Therapy Direct Services	\$67-69
Physical Therapy Indirect Services	\$67-69
Physical Therapy Assistant (PTA)	\$57
Licensed Specialist in School Psychology (LSSP) Evaluation	\$80-85
Full Individual Evaluation (FIE) by LSSP	\$80-85
Bilingual Licensed Specialist in School Psychology (LSSP) Evaluation	\$90
Bilingual FIE by LSSP	\$90
FIE with Psychological by LSSP	\$80-85
Music Therapy	\$65
Deviations	
<p>General Terms</p> <p>q) Awarded vendors will not hold district liable should any of the Contractors decide to seek employment with the district. Awarded vendors will not require district to pay a finder's fee nor will they penalize the district in any manner if a Contractor decides to seek employment with the district. Awarded vendors will not solicit district employees for employment with vendor.</p>	<p>Vendor takes exception to the clause where it states the District shall not be held liable or pay a finder's fee should the vendor's staff wish to seek employment with District.</p> <p>Vendor Justification: Supplemental Health Care has placed significant time, effort, and resources into our staff and require that our staff complete a minimum number of hours and a nominal placement fee before being able to be hired by the District or our other Clients. Usually the minimum number of hours is 1,040 with a small fee and if hired before the completion of hours, then a permanent 72</p>

2023-2024 Related Services Cooperative Contractors and Price List

	placement finder's fee is negotiated. Notwithstanding the above, nothing shall prohibit our staff from applying to a general solicitation, so long as not directed at our staff directly.
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2023-2024 Related Services Cooperative Contractors and Price List

Contractor Information			
Company Name:	The Stepping Stones Group, LLC		
Contact:	Julie Williams		
Contact Email Address:	k12ops.bids@ssg-healthcare.com (renewals) julie.williams@ssg-healthcare.com (SLP Needs)		
Company Address:	2300 Windy Ridge Pkwy Ste 825., Atlanta, GA 30339		
Phone:	678-756-7639		
Fax:	800-822-8287		
Website:	www.thesteppingstonesgroup.com		
Price List			
Service	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$80	\$85	\$95
Speech Therapy Direct Services	\$80	\$85	\$90
Speech Therapy Indirect Services	\$80	\$85	\$90
Speech Language Pathologist Assistant	\$62 (with district provided supervision)	\$67 (with district provided supervision)	\$72 (with district provided supervision)
Bilingual Speech Evaluation	\$90	\$95	\$100
Bilingual Speech Therapy Direct Services	\$90	\$95	\$100
Bilingual Speech Therapy Indirect Services	\$90	\$95	\$100
Bilingual Speech Language Pathologist Assistant	\$67 (with district provided supervision)	\$72 (with district provided supervision)	\$78 (with district provided supervision)
Occupational Therapy (OT) Evaluation	\$80	\$85	\$90
Occupational Therapy Direct Services	\$80	\$85	\$90
Occupational Therapy Indirect Services	\$80	\$85	\$90
Occupational Therapy Assistant (OTA)	\$62 (with district provided supervision)	\$67 (with district provided supervision)	\$72 (with district provided supervision)
Physical Therapy (PT) Evaluation	\$80	\$85	\$90
Physical Therapy Direct Services	\$80	\$85	\$90
Physical Therapy Indirect Services	\$80	\$85	\$90
Physical Therapy Assistant (PTA)	\$62 (with district provided supervision)	\$67 (with district provided supervision)	\$72 (with district provided supervision)
Orientation and Mobility (O & M) Evaluation	\$80	\$85	\$90
Orientation and Mobility Service	\$80	\$85	\$90
Licensed Specialist in School Psychology (LSSP) Evaluation	\$85	\$90	\$95
Full Individual Evaluation (FIE) by LSSP	\$85	\$90	\$95
Bilingual Licensed Specialist in School Psychology (LSSP) Evaluation	\$90	\$95	\$100
Bilingual FIE by LSSP	\$90	\$95	\$100
Functional Behavioral Assessment	\$85	\$90	\$95
FIE with Psychological by LSSP	\$85	\$90	\$95
Board Certified Behavior Analyst (BCBA)	\$90	\$95	\$100
Music Therapy	\$65	\$70	\$75



2023-2024 Related Services Cooperative Contractors and Price List

Certified Interpreter for D/HH	\$65	\$70	\$75
Price List Per Evaluation			
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$650	\$700	\$750
Bilingual Speech Therapy Evaluation	\$850	\$900	\$950
OT Evaluation	\$650	\$700	\$750
PT Evaluation	\$650	\$700	\$750
O&M Evaluation	\$650	\$700	\$700
Full Individual Evaluation (FIE) by LSSP	\$1,100	\$1,150	\$1,200
Bilingual FIE by LSSP	\$1,500	\$1,550	\$1,600
Functional Behavioral Assessment	\$1,100	\$1,150	\$1,200
FIE with Psychological by LSSP	\$1,100	\$1,150	\$1,200
FIE for Suspicion of Autism	\$1,200	\$1,300	\$1,500
FIE for Suspicion of Emotional Disturbance	\$1,100	1,150	\$1,200
FIE for Suspicion of Intellectual Disability	\$1,100	\$1,150	\$1,200
FIE for Suspicion of a Specific Learning Disability	\$1,100	\$1,150	\$1,200
Board Certified Behavior Analyst (BCBA)	\$1,200	\$1,300	\$1,700



2023-2024 Related Services Cooperative Contractors and Price List

Contractor Information			
Company Name:	Therapy Source, Inc.		
Contact:	Stephanie Colotti, Division Manager		
Contact Email Address:	SColotti@TXsource.com		
Company Address:	5215 Militia Hill Rd, Plymouth Meeting, PA 19462		
Phone:	484-200-8284		
Website:	www.txsource.com		
Price List			
Service	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$75	\$80	\$85
Speech Therapy Direct Services	\$75	\$80	\$85
Speech Therapy Indirect Services	\$75	\$80	\$85
Speech Language Pathologist Assistant	\$65	\$70	\$75
Bilingual Speech Evaluation	\$80	\$85	\$90
Bilingual Speech Therapy Direct Services	\$80	\$85	\$90
Bilingual Speech Therapy Indirect Services	\$80	\$85	\$90
Bilingual Speech Language Pathologist Assistant	\$75	\$80	\$85
Occupational Therapy (OT) Evaluation	\$75	\$80	\$85
Occupational Therapy Direct Services	\$75	\$80	\$85
Occupational Therapy Indirect Services	\$75	\$80	\$85
Occupational Therapy Assistant (OTA)	\$70	\$75	\$80
Physical Therapy (PT) Evaluation	\$77	\$82	\$87
Physical Therapy Direct Services	\$77	\$82	\$87
Physical Therapy Indirect Services	\$77	\$82	\$87
Physical Therapy Assistant (PTA)	\$72	\$77	\$82
Licensed Specialist in School Psychology (LSSP) Evaluation	\$85	\$95	\$105
Full Individual Evaluation (FIE) by LSSP	\$85	\$95	\$105
Bilingual Licensed Specialist in School Psychology (LSSP) Evaluation	\$110	\$135	\$160
Bilingual FIE by LSSP	\$110	\$135	\$160
Functional Behavioral Assessment	\$75	\$85	\$95
FIE with Psychological by LSSP	\$95	\$105	\$115
Board Certified Behavior Analyst (BCBA)	\$75	\$85	\$95
Price List Per Evaluation			
	Price List Per Evaluation		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$325	\$350	\$375
Bilingual Speech Therapy Evaluation	\$425	\$450	\$475
OT Evaluation	\$325	\$350	\$375
PT Evaluation	\$375	\$400	\$425
Full Individual Evaluation (FIE) by LSSP	\$900	\$1,000	\$1,100
Bilingual FIE by LSSP	\$1,150	\$1,400	\$1,650
Functional Behavioral Assessment	\$600	\$700	\$1,000



2023-2024 Related Services Cooperative Contractors and Price List

FIE with Psychological by LSSP	\$1,000	\$1,200	\$1,400
FIE for Suspicion Autism	\$1,400	\$1,600	\$1,800
FIE for Suspicion of Emotional Disturbance	\$1,400	\$1,600	\$1,800
FIE for Suspicion of Intellectual Disability	\$1,400	\$1,600	\$1,800
FIE for Suspicion of a Specific Learning Disability	\$1,400	\$1,600	\$1,800
Board Certified Behavior Analyst (BCBA)	\$800	\$900	\$1,000



2023-2024 Related Services Cooperative Contractors and Price List

Contractor Information			
Company Name:	TX-STAR Speech-Language Services, Corp.		
Contact:	Julie Sherrill, Senior Program Specialist		
Contact Email Address:	team@tx-star.com		
Company Address:	85 NE Loop 410, Suite 610, San Antonio, TX 78216		
Phone:	210-394-4410		
Website:	www.tx-star.com		
Price List			
Service	Hourly Rate		
	Within 60 miles of Bexar County	Within 61-100 miles from Bexar County	101+ miles from Bexar County
Speech Therapy Evaluation	\$65	\$70	\$85
Speech Therapy Direct Services	\$65	\$70	\$85
Speech Therapy Indirect Services	\$65	\$70	\$85
Speech Language Pathologist Assistant	\$50	\$55	\$55
Bilingual Speech Evaluation	\$70	\$75	\$85
Bilingual Speech Therapy Direct Services	\$70	\$75	\$85
Bilingual Speech Therapy Indirect Services	\$70	\$75	\$85
Bilingual Speech Language Pathologist Assistant	\$50	\$55	\$60
Occupational Therapy (OT) Evaluation	\$70	\$78	\$85
Occupational Therapy Direct Services	\$70	\$78	\$85
Occupational Therapy Indirect Services	\$70	\$78	\$85
Occupational Therapy Assistant (OTA)	\$50	\$55	\$55
Physical Therapy (PT) Evaluation	\$75	\$80	\$85
Physical Therapy Direct Services	\$75	\$80	\$85
Physical Therapy Indirect Services	\$75	\$80	\$85
Orientation and Mobility (O & M) Evaluation	\$115	\$125	\$125
Orientation and Mobility Service	\$115	\$125	\$125
Licensed Specialist in School Psychology (LSSP) Evaluation	\$64	\$75	\$85
Full Individual Evaluation (FIE) by LSSP	\$64	\$75	\$85
Bilingual Licensed Specialist in School Psychology (LSSP) Evaluation	\$75	\$80	\$85
Bilingual FIE by LSSP	\$75	\$80	\$85
Functional Behavioral Assessment	\$64	\$75	\$85
FIE with Psychological by LSSP	\$64	\$75	\$85
Deviations			
\$500,000 Combined Single Limit for Commercial Automobile including Hired and Non-Owned Auto	TX-STAR does not have commercial vehicle insurance because it does not own any company vehicles. Any auto insurance information not presently submitted will be available to ISDs after staff is hired. If any insurance is required from contractors assigned to an ISD, it will be submitted at the time requested.		
Additional Specialist Contractors		Hourly	
Dyslexia Therapist		\$65	
Dyslexia Therapist to evaluate for the suspicion of Dyslexia, Dysgraphia, Dyscalculia		\$65	



2023-2024 Related Services Cooperative Contractors and Price List

Diagnostician	\$65
Bilingual Diagnostician	\$75
Teachers of the Visually Impaired Evaluation	\$95
Special Education Teachers	\$40



PROFESSIONAL SERVICES CONTRACT

1.1 Medina Valley ISD hereinafter referred to as the “District” and TX-STAR Speech-Language Services, Corp. enter into a contract on this 10th day of July 2024 for the provision of contract services.

2.1 The District agrees to engage TX-STAR Speech-Language Services, Corp. and TX-STAR Speech Language Services Corp. agrees to perform the required services within the scope of their practice, in a manner satisfactory to the District.

3.1 Services will be provided from July 10, 2024, through June 30, 2025.

4.1 The District agrees to pay TX-STAR Speech-Language Services, Corp. net 30 days from receipt of the invoice for services rendered. Please note, that early payment (< 15 days) is eligible for a 1% discount to be applied to next month's invoice. Late payments (> 30 days) will be subject to a 1% late fee to be applied to the following month's invoice. TX-STAR Speech-Language Services Corp. reserves the right to suspend services temporarily when invoices become greater than 45 days past due.

5.1 This contract may be terminated at any time for any reason by either party by giving thirty (30) days' written notice to the other party. Additionally, either party may terminate this Contract immediately upon written notice of breach of any party by the other party. In the event of termination by the district or TX-STAR Speech-Language Services, Corp. before the expiration of this Contract, compensation shall be prorated based on hours worked. And TX-STAR Speech-Language Services, Corp. shall be entitled to receive just and equitable compensation for any work completed up to the date of termination.

6.1 This contract may be amended at any time by mutual agreement of the Parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by authorized representatives of both the District and TX-STAR Speech-Language Services, Corp.

7.1 This contract does not constitute a hiring by either party nor does it constitute or create an employer-employee relationship.

8.1 TX-STAR Speech-Language Services, Corp. is not an employee of the district and is not entitled to fringe benefits, pension, worker's compensation, retirement, etc. The district shall not deduct Federal Income Taxes, FICA (Social Security), or any other taxes required to be deducted by an employer.

9.1 TX-STAR Speech-Language Services, Corp. and/or its personnel shall be solely responsible for the costs and expenses of all continuing education courses and professional development, as required for the industry or required to perform the Services under this contract.

10.1 The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational health records maintained by the district, including the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability Accountability Act of 1996 (HIPAA). TX-STAR Speech-Language Services, Corp. and TX-STAR Speech-Language Services, Corp.'s personnel shall maintain the confidentiality of student and medical



records, and comply with the requirement of FERPA, HIPAA, and all other applicable laws with respect to the privacy of student records.

11.1 TX-STAR Speech-Language Services, Corp. agrees that it will not use or disclose any confidential information or trade secrets of the district to any person or entity for any purpose whatsoever without the prior written consent of the district, unless and except as otherwise required by applicable federal or state law, including but not limited to the Texas Public Information Act.

12.1 In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable, then there shall be added automatically as part of this contract a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the Parties and all provisions hereof shall remain in full force and effect. Such invalidity, illegality, or unenforceability shall not affect any other provisions contained in the Contract.

13.1 TX-STAR Speech-Language Services, Corp. agrees to hold the district harmless from any and all liability incurred by the district by reason of TX-STAR Speech-Language Services, Corp.'s negligence or breach of contract including damages and legal expenses. The district agrees to hold TX-STAR Speech Language Services, Corp. harmless from all liability incurred by TX-STAR Speech-Language Services, Corp. to the extent permitted by law. Nothing in the Agreement constitutes a waiver of any immunity or other legal defense afforded to the district under any applicable state and or federal law by virtue of its status as a public school district in and political subdivision of the state of Texas.

14.1 The services shall be performed in compliance with the applicable federal, state, and local law.

15.1 The District acknowledges that per 2021 Texas Association of School Board decision, TX-STAR Speech-Language Service, Corp. no longer has access to data from NCHRI in order to verify the existence of criminal history of contractors or employees of TX-STAR Speech-Language Services, Corp. Access to NCHRI and verification of criminal history existence is now conducted at the district or school level. The district reserves the right to subject any TX-STAR personnel to campus security protocols, including but not limited to the use of its RAPTOR system.

16.1 Non-Solicitation: During the term of this agreement, TX-STAR Speech-Language Services agrees not to directly or indirectly recruit or interfere with or hire any individual employed with a client District.

17.1 The District acknowledges not to recruit or hire any therapist or professional referred by TX-STAR Speech-Language Services for 12 months following the completion of their assignment with the district unless a placement fee is agreed to by TX-STAR Speech and Language Services and the District. If a therapist or professional is presented to the district and the district does not move forward with utilizing their services, the district agrees not to hire that individual for 12 months unless a placement fee is agreed to by TX-STAR Speech Language Services and the District.

18.1 Traveling Therapist Provision: On a case-by-case basis, and only with prior written approval from the district, a therapist traveling greater than 30 miles to arrive at the first destination may be eligible for a specified amount of "administrative pay".

18.2 based on the services provided, our billable hourly rates are listed on the "Medina Valley ISD rates 2024-2025" chart on page 4 of this contract.



18.3 Inter-District Commute: Commutes between campuses/district offices will be considered billable time.

19.1 This contract constitutes the final, complete, and entire agreement between the parties. Any alteration or modification of this Contract shall be effective only if it is in writing, signed and dated by the Parties.

20.1 The notices required by this Contract shall be effective when mailed, to the addresses shown below:

Medina Valley ISD
8449 F M 471 S
Castroville, TX 78009-9531

TX-STAR Speech-Language Services, Corp.
8200 I-10 Ste. 810
San Antonio, TX 78230

The Parties, having full authority and having taken all legal prerequisites to execute this Contract, by and through their respective authorized representatives, hereby execute this Contract on the date(s) referenced below:

Medina Valley ISD

Date Signed

TX-STAR Director of Operations

Date Signed



Medina Valley ISD Rates 2024-2025

2024 - 2025 SY			
Services	Hourly Rate	Services	Hourly Rate
Speech-Language Pathologist	\$80	Special Education Teacher	\$58
Speech Language Pathologist Assistant	\$65	Special Education Paraprofessional	\$50
School Psychologist (LSSP)	\$80	In-Home Parent Training Providers	\$55
Educational Diagnostician	\$70	Long-Term Substitute Teacher	\$55
Dyslexia Therapist	\$65	General Education Homebound Teachers	\$55
Dyslexia Therapist to assess for Dyslexia, Dysgraphia, or Dyscalculia	\$65	Counseling Services	\$80
Occupational Therapist	\$80	Behavior Analysts	\$80
Certified Occupational Therapist Assistant	\$60	Behavior Support Specialist	\$55
Physical Therapist	\$85	Adaptive PE	\$75
Physical Therapist Assistant	\$60	Board Certified Behavior Analyst	\$100
Orientation & Mobility Services	\$120	Augmentative and Alternative Communication	\$120
Teacher of Visually Impaired	\$120	Tutors Based on Credentials	\$55
Special Education Coordinator	\$65	Music Therapist	\$75
Teacher of Deaf and Blind	\$120	ARD & Consultation	\$300
Teacher of the Hard of Hearing	\$120	ARD Meeting	\$75
Sign Language Interpreter	\$85	504 Meeting	\$75



Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: 8/14/2024

Agenda Item: Consider approving the Student Code of Conduct for 2024-2025 School Year

Background Information:

Board Policy FO (LEGAL) requires the Board annually adopt the Student Code of Conduct. Medina Valley ISD uses the Texas Association of School Boards (TASB) model code of conduct in developing our code.

TEC Sec. 37.081, subsection effective January 1, 2025, states “the board of trustees of the school district shall determine the law enforcement duties of peace officers, school resource officers, and security personnel. The duties must be included in the student code of conduct adopted under Sec. 37.001.”

The School Resource Officer MOU is added to the Student Code of Conduct on pgs. 38 & 39.

Supporting Document(s):

- [2024-2025 Student Code of Conduct](#)

Recommendation:

It is recommended that the Board of Trustees approve the 2024-2025 Student Code of Conduct as presented.



Medina Valley ISD
2024-2025
Student Code of Conduct

BOARD OF TRUSTEES

Nathan Fillinger	President
Matthew Castiglione	Vice President
Jennilea Campbell	Secretary
Blane Nash	Trustee
Jason Bonney	Trustee
Joe Biediger	Trustee
Ben Juarez	Trustee

DISTRICT ADMINISTRATION

Dr. Scott Caloss	Superintendent of Schools
Brandi Hendrix	Assistant Superintendent of Curriculum & Instruction
Crystal Hermesch	Chief Financial Officer
Tanner Lange	Executive Director of Schools
Douglas Wozniak	Executive Director of Safety and Operations
Selena Vierra	Director of Communications
Jason Migura	Director of Human Resources

SCHOOL CAMPUSES

Castroville Elementary School	Gerri Butler, Principal
LaCoste Elementary School	Mirella Campbell, Principal
Ladera Elementary School	Laura Davila, Principal
Luckey Ranch Elementary	Mark Raygosa, Principal
Potrancos Elementary	Audrey White, Principal
Silos Elementary	Brenda Estrella-Pagan, Principal
Medina Valley Middle School	Lesli Solis, Principal
Loma Alta Middle School	Melissa Gonzales, Principal
Medina Valley High School	Elisa McCracken, Principal
Medina Valley DAEP School	Roland Villanueva, DAEP Coordinator

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Medina Valley ISD Student Code of Conduct

2023-24 School Year

If you have difficulty accessing the information in this document because of disability, please contact *Selena Viera, Director of Communications* at selena.viera@mvisd.org

Purpose

The Student Code of Conduct (“Code of Conduct”), as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Code of Conduct has been adopted by the Medina Valley ISD board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code of Conduct remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code of Conduct shall be posted at each school campus or shall be available for review at the campus principal’s office. Additionally, the Code of Conduct shall be available at the campus behavior coordinator’s office and posted on the district’s website www.mvisd.org. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Code of Conduct is adopted by the district’s board of trustees, it has the force of policy. In the event of a conflict between the Code of Conduct and the Student Handbook, the Code of Conduct shall prevail.

Please note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws

Medina Valley ISD Student Code of Conduct

The Medina Valley ISD Discipline Management Plan includes the Student Code of Conduct and procedures for processing violations. Responsibilities of administrators, teachers, parents/guardians, and students are clearly defined. Behavior management strategies are designed to provide maximum support for instruction and on-task time for teachers and students. The major focus is on teaching and assisting students in developing skills of self-control that will result in increased academic achievement. The classroom management model provides positive support and predefined consequences for student behavior.

Medina Valley ISD schools foster a climate of equity and mutual respect for the rights of others. Students are expected to respect the rights and privileges of other students, teachers, and school employees. The rules of conduct and discipline contained within this Student Code of Conduct are established to achieve and maintain order and safety in the schools. Students who violate the rights of others or who violate school rules shall be subject to the provisions contained within this Student Code of Conduct.

Campuses proactively employ a variety of positive behavior supports and utilize a character education program to reinforce the value of appropriate choices and to promote a positive climate for all stakeholders. Staff receive extensive training in utilizing current research-based methods, which are designed to enhance social-emotional learning, foster productive relationships and provide the requisite intervention to enable students to maintain consistent compliance with Student Code of Conduct expectations.

In Medina Valley ISD, the vice principal serves as the campus behavior coordinator (CBC). The principal/CBC or his/her designee will make discipline decisions based on the evidence in each situation. Consideration will be given to intent and/or self-defense in the decision-making process along with all other relevant factors. Intent or lack of intent and/or self-defense alone will not be the determining factor. In cases of misbehavior where there is no stated or implied intent to violate the Student Code of Conduct, students may be disciplined for their actions. To avoid disciplinary action by contending self-defense, students must not have been involved in provoking the situation, must seek to detach themselves from the situation and/or obtain help from school personnel. Self-defense is not an acceptable reason for misconduct that seriously disrupts the educational environment, endangers others, is used as a reaction to bullying, or hurts or seriously affects other students. Administration maintains the sole authority to determine intent and/or self-defense based on the investigation. Consideration will be given to students with an individual educational program (IEP) or Section 504 individual accommodations plan (IAP) in which the misconduct is a direct and substantial manifestation of the disability or disabilities.

The principal/CBC or his/her designee has the legal authority and responsibility to investigate violations of the Student Code of Conduct and to interview students regarding the student's own conduct or the conduct of other students without prior notice to parents/guardians or the consent of parents/guardians to do so. School officials including law enforcement officers exercise this authority to maintain the safety and security of the school environment and to prevent the disruption of instructional programs. In order to conduct an efficient and effective investigation and to avoid causing undue alarm, anxiety or giving incomplete information, parents/guardians will be notified at the discretion of the administrator conducting the investigation.

School District Authority and Jurisdiction

The principal/CBC or his/her designee will report crimes as required by law and may contact local law enforcement regarding suspected criminal activity. In most cases, school officials contact their campus police officer to assist them in enforcing these provisions. Certain acts of conduct may constitute criminal offenses in addition to violations of the Student Code of Conduct. Because school discipline is independent of criminal proceedings, disciplinary consequences may not be postponed pending the outcome of any criminal proceeding or affected by the outcome of any criminal proceeding.

Multiple consequences are possible for a single infraction by a student. Legal actions may be taken by the law enforcement agency and the judicial system. In addition, student activity groups may have disciplinary actions taken including removal from the student organization as indicated in the organizations' constitutions.

The primary factor in any disciplinary decision is the severity of the incident. However, in all cases, the principal/CBC or his/her designee must consider the student's age, maturity, prior misbehavior, status as a student who is homeless or in the conservatorship of DFPS and the factors listed above are also taken into consideration. Disciplinary actions for violations of the District's rules are subject to change due to the enactment of or revision to state law, interpretations by the Texas Education Agency, or Medina Valley ISD School Board Policy changes.

The following subsections set forth student rules relating to individuals and school property, as well as general behavior requirements. Persistent or repeated violations of the rules may ultimately result in a student being subject to increasingly more serious consequences. Any violation may result in a disciplinary action of any type available to the administration including the maximum penalty for a first infraction.

EXPECTATIONS FOR STUDENT CONDUCT

The conduct of students should at all times contribute in a positive and constructive manner to the improvement of all learning environments and the overall school atmosphere which includes, but is not limited to, school-sponsored activities outside the school building and transit to and from the school or school activities.

All students are to be respectful of others at all times. Actions by students that are based on race, color, national origin, ethnicity, gender, sexual preference, or religious beliefs will not be tolerated. Students participating in any form of harassment or intimidation, including, but not limited to, verbal, non-verbal, graphic, written, electronic, or physical contact that denigrates or shows hostility or aversion towards a member(s) of the above groups will be subject to disciplinary action.

GENERAL BELIEFS

- Students are responsible for the choices they make.
- Students can be taught behavioral expectations.

The desired outcome of a disciplinary action is for students to learn from the mistake and use the new information to make better choices.

GENERAL STUDENT RULES

Students at school or school-sponsored activities are prohibited from:

- Engaging in academic dishonesty, which includes cheating, copying, representing someone's work as one's own and/or unauthorized communication between students during an examination.
- Identity theft.
- Falsifying records, passes, or other school-related documents.
- Throwing any object that can cause bodily injury or property damage, which is not included as part of a teacher approved curriculum or school-sponsored activity.
- Leaving school grounds or a school-sponsored activity or event without permission of a school.
- Being disrespectful or directing profanity, vulgar language, or obscene gestures toward students, school personnel or visitors to the District.
- Insubordination - failing to comply with directives from school personnel or violating District policies, rules, and regulations.
- Possessing matches and/or lighter(s).
- Engaging in robbery or theft.
- Damaging or vandalizing property owned by the District, other students, District employees, volunteers or visitors.
- Engaging in misconduct on school buses.
- Fighting/mutual combat.
- Committing physical abuse or threatening physical abuse.
- Engaging in bullying, cyberbullying, any form of harassment, hazing, or dating violence.
- Committing extortion, coercion, or blackmail defined as obtaining money or other object of value from an unwilling person, or forcing an individual to act through the use of force or threat of force.
- Engaging in verbal abuse, including but not limited to, name-calling, ethnic or racial slurs, or derogatory statements addressed publicly or privately to others that school officials have reasonable cause to believe will substantially disrupt the school program or incite violence.
- Engaging in rude and disrespectful behavior.
- Engaging in any type of threatening, harassing or intimidating school personnel on or off school property, to include, but not limited to, expression via social media.
- Engaging in and/or inciting others to engage in retaliation toward another student.
- Engaging in tardiness, truancy, or intentionally skipping classes or other scheduled activities.
- Causing, inciting or participating in a disturbance on school grounds, at a school function or school activity.
- Encouraging others to fight or participate in a violation of the District Student Code of Conduct.
- Possessing or using fireworks, "poppers," or explosives of any kind.
- Engaging in inappropriate physical or sexual contact/conduct while on campus or at a school-related or school-sponsored event on or off campus.

School District Authority and Jurisdiction

- Engaging in any offensive conduct of a sexual nature, whether verbal or physical. This may include requests for sexual favors or other intimidating sexual conduct.
- Using/misusing an electronic or wireless communication device (cell phone/camera phone, i-watches or the like etc.) during an unauthorized time or in an unauthorized location. Misuse includes, but is not limited to, text messaging, using the device to share educational information in violation of the Academic Honesty Policy, sexting, cyberbullying, having or sharing intimate visual pictures or using the phone as a camera during the instructional day or in any area where there is a reasonable expectation of privacy.
- Using any device that permits the recording of a voice or image of another in any way that invades the privacy of others, is made without the prior consent of the individual(s) being recorded or disrupts the educational environment.
- Possessing, creating, or displaying graffiti of any kind.
- Violating the District's Acceptable Use of Technology Resources guidelines, to include breach of school and/or District security or uploading and/or creating computer viruses.
- Creating a "hit list" or any other list that targets specific individuals to be physically or psychologically harmed.
- Violating the dress code.
- Bringing items to sell at school without prior consent from the principal.
- Loitering.
- Possessing pornographic material.
- Engaging in tobacco/electronic device violations, including but not limited to, nicotine products, cartridges, oils or the like.
- Possessing drug paraphernalia of any kind.
- Violating the student medication guidelines.
- Abusing student's own prescription medication or over-the counter drugs that cause impairment to body or mind.
- Carrying and/or bringing to school any bladed instruments.
- Taking invasive pictures and/or recordings of other students.
- Disclosing, posting, promoting, or threatening to release intimate visual material of a minor without the student's consent.
- Disrupting virtual or distance learning by gaining unauthorized access and/or actively disturbing instruction.
- Possessing a "look-alike" weapon, air gun, BB gun and/or ammunition.
- Engaging in any other conduct that disrupts the school environment or educational process.

DISCIPLINE OPTIONS

Students shall be treated fairly and equitably. Discipline shall be based on a careful assessment of the circumstances of each case. Duration and severity of consequences will depend on, but are not limited to, the offense, the nature of the violation, the student's age, disciplinary history, intent, disability, status as a student who is homeless or in the conservatorship of DFPS and the overall effect upon student welfare and the learning environment. While these factors are considered, the severity of an incident remains the primary factor in determining what specific disciplinary action will be taken. Records of students receiving special services will be reviewed. In most cases, discipline shall be administered so that penalties generally increase proportionately to the severity and/or persistence of the misbehavior.

The principal/CBC or his/her designee may suspend students who engage in conduct identified in the Student Code of Conduct. An out-of-school suspension may not exceed three (3) school days for a single incident.

A student who is enrolled in a grade level below grade three and/or homeless may not be placed in out-of-school suspension unless while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

1. Conduct that contains the elements of an offense related to weapons under Section 46.02 or 46.05, Penal Code;
2. Conduct that contains the elements of a violent offense under Section 22.01, 22.011, 22.02, or 22.021, Penal Code; or
3. Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of: (a) marijuana or a controlled substance, as defined by Chapter 481, Health and Safety Code, or by 21 U.S.C. Section 801 et seq.; (B) a dangerous drug, as defined by Chapter 483, Health and Safety Code; or (C) an alcoholic beverage, as defined by Section 1.04, Alcohol Beverage Code Formatting issue

School District Authority and Jurisdiction

School rules and the district's authority to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by Education Code 37.0832;
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. Under the Texas Drug-Free Zones statute, punishment for a drug offense is increased to the next higher category of punishment (for example, from a third-degree felony to a second-degree felony) if the offense was committed in, on, or within 1,000 feet of any real property owned, rented or leased by a school, or the premises of a public or private youth center. Punishment for most drug offenses is also increased if they take place on a school bus;
11. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
12. When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
13. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal or any other campus administrator selected by the principal. The CBC is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at www.mvisd.org

Threat Assessment and Safe and Supportive School Team

The CBC or other appropriate administrator will work closely with the campus threat assessment and safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

Searches

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

Reporting Crimes

The principal or campus behavior coordinator and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

Security Personnel

The board utilizes school resource officers (SROs) and school marshals to ensure the security and protection of students, staff, and property. In accordance with law, the board has coordinated with the CBC and other district employees to ensure appropriate law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the CKE policy series.

The law enforcement duties of district security personnel shall include traffic control services, law enforcement, and assisting school administration with security during regular school hours.

“Parent” Defined

Throughout the Code of Conduct and related discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

Participating in Graduation Activities

The district has the right to limit a student's participation in graduation activities for violating the district's Code of Conduct.

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered eligible, a student shall not have engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, SRO, district police officer, or other authorized school official, shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.

See **DAEP—Restrictions During Placement** on page 26 for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

Each student is expected to:

- ☐ Demonstrate courtesy, even when others do not.
- ☐ Behave in a responsible manner.
- ☐ Exercise self-discipline.
- ☐ Attend all classes regularly and on time.
- ☐ Bring appropriate materials and assignments to class.
- ☐ Meet district and campus standards of grooming and dress.
- ☐ Obey all campus and classroom rules.
- ☐ Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- ☐ Respect the property of others, including district property and facilities.
- ☐ Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- ☐ Adhere to the requirements of the Student Code of Conduct.

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 20, **DAEP Placement** on page 21, **Placement and/or Expulsion for Certain Offenses** on page 29, and **Expulsion** on page 32, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed on page 19.

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 29.)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.

General Conduct Violations

- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- ☐ Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 29.)
- ☐ Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- ☐ Steal from students, staff, or the school.
- ☐ Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 29.)
- ☐ Enter, without authorization, district facilities that are not open for operations.

Possession of Prohibited Items

Students shall not possess or use:

- ☐ Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- ☐ A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- ☐ A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- ☐ An air gun or BB gun;
- ☐ Ammunition;
- ☐ A hand instrument designed to cut or stab another by being thrown;
- ☐ A firearm silencer or suppressor;
- ☐ *A location-restricted knife;
- ☐ *A club;
- ☐ *A firearm;
- ☐ A stun gun;
- ☐ Knuckles;
- ☐ A pocketknife or any other small knife;
- ☐ Mace or pepper spray;
- ☐ Pornographic material;
- ☐ Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an

General Conduct Violations

e- cigarette device;

- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 29. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cell phone, or other electronic device in violation of district and campus rules.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 21 and **Expulsion** on page 32 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students,

General Conduct Violations

employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

General Conduct Violations

- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

Safety Transgressions

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.

Discipline Management Techniques

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an Admission, Review, and Dismissal (ARD) committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Techniques

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- "Stay Away" agreement or no contact orders issued by the principal/CBC or designee.
- Anger management classes.
- Mediation (victim-offender).

Discipline Management Techniques

- Classroom circles.
- Family group conferencing.

Discipline Management Techniques

- ☐ Probation.
- ☐ Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- ☐ Detention, including outside regular school hours.
- ☐ Parent/guardian-administrative conferences.
- ☐ Restitution of damages.
- ☐ Sending the student to the office, another assigned area, or to in-school suspension (ISS).
- ☐ Assignment of school duties, such as cleaning or picking up litter.
- ☐ Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- ☐ Penalties identified in student organizations' extracurricular standards of behavior.
- ☐ Restriction or revocation of district transportation privileges.
- ☐ School-assessed and school-administered probation.
- ☐ Out-of-school suspension, as specified in **Out-of-School Suspension** on page 20.
- ☐ Placement in a DAEP, as specified in **DAEP** on page 22.
- ☐ Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 29.
- ☐ Expulsion, as specified in **Expulsion** on page 32.
- ☐ Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- ☐ Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- ☐ Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- ☐ Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- ☐ Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- ☐ Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.

Discipline Management Techniques

- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.

Discipline Management Techniques

- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

The CBC shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code.

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the CBC shall send written notification by U.S. Mail. If the CBC is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the CBC's office, or the central administration office or through Policy Online® at the following address:
<https://policyonline.tasb.org/PolicyOnline?key=883>

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies FFH(LEGAL) and (LOCAL).

Removal from the School Bus

A bus driver may refer a student to the principal's office or the CBC's office to maintain effective discipline on the bus. The principal or CBC must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the CBC may restrict or revoke a student's transportation privileges, in accordance with law.

Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

Routine Referral

A routine referral occurs when a teacher sends a student to the CBC's office as a discipline management technique. The CBC shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code of Conduct to maintain effective discipline in the classroom.

Formal Removal

A teacher may initiate a formal removal from class if:

1. A student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach the class or with other students' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the CBC or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the CBC or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Returning a Student to the Classroom

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's consent.

A student who has been formally removed by a teacher for any other conduct may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

Out-of-School Suspension

Misconduct

Students may be suspended for behavior listed in the Code of Conduct as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

Process

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The CBC shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The 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 (foster care), or
6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

Coursework During Suspension

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to ISS or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

Disciplinary Alternative Education Program (DAEP) Placement

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The 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 (foster care), or
6. A student's status as homeless.

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code of Conduct.

Misconduct Identified in State Law

In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

Disciplinary Alternative Education Program (DAEP) Placement

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see **glossary**) that the student engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The CBC **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are addressed in **Expulsion** on page 32.) (See **glossary** for "under the influence", "controlled substance," and "dangerous drug.")
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - Sells, gives, or delivers to another person or possesses or uses an e-cigarette.
 - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
 - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is six to nine years of age.
- Commits a federal firearms violation and is younger than six years of age.

Disciplinary Alternative Education Program (DAEP) Placement

- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 32.)

Disciplinary Alternative Education Program (DAEP) Placement

- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 1. The student receives deferred prosecution (see **glossary**),
 2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
 3. The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Process

Removals to a DAEP shall be made by the CBC.

Conference

When a student is removed from class for a DAEP offense, the CBC or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the CBC or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,

Disciplinary Alternative Education Program (DAEP) Placement

5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Placement Order

After the conference, if the student is placed in a DAEP, the CBC shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code of Conduct, the placement order shall give notice of the inconsistency.

DAEP at Capacity

If a DAEP is at capacity at the time the CBC is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time the CBC is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The CBC shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

Disciplinary Alternative Education Program (DAEP) Placement

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the CBC or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
2. The student has engaged in serious or persistent misbehavior (see **glossary**) that violates the district's Code of Conduct.

Exceeds 60 Days

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the CBC's office, the central administration office, or through Policy Online® at the following address: <https://policyonline.tasb.org/PolicyOnline?key=883>

Appeals shall begin at Level One with the campus principal or campus behavior coordinator. Level two will be with Tanner Lange, Executive Director of Schools or designee.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or co-curricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

Disciplinary Alternative Education Program (DAEP) Placement

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student's IEP or Section 504 plan.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the CBC or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication (see **glossary**), or deferred prosecution will be initiated, or
2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or

Disciplinary Alternative Education Program (DAEP) Placement

designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the district's Code of Conduct in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the CBC may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the CBC or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

The district shall continue the DAEP placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

Newly Enrolled Students

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Certain Felonies

Regardless of whether DAEP placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or CBC makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must have:

Placement and/or Expulsion for Certain Offenses

- Received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district, or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

Placement Review

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the CBC or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Placement and/or Expulsion for Certain Offenses

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The 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 (foster care), or
6. A student's status as homeless.

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 21.)

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
- Breach of computer security. (See **glossary**.)

- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- ☐ Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for “under the influence.”)
- ☐ Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- ☐ Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- ☐ Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- ☐ Engaging in deadly conduct. (See **glossary**.)

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- ☐ Aggravated assault, sexual assault, or aggravated sexual assault.
- ☐ Arson. (See **glossary**.)
- ☐ Murder, capital murder, or criminal attempt to commit murder or capital murder.
- ☐ Indecency with a child.
- ☐ Aggravated kidnapping.
- ☐ Manslaughter.
- ☐ Criminally negligent homicide.
- ☐ Aggravated robbery.
- ☐ Continuous sexual abuse of a young child or disabled individual.
- ☐ Felony controlled substance or dangerous drug offenses, not including THC.
- ☐ Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- ☐ Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- ☐ Possession of a firearm, as defined by federal law. (See **glossary**.)

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the

student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in a DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code of Conduct, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Penal Code 21.07;
 - b. Indecent exposure under Penal Code 21.08;
 - c. Criminal mischief under Penal Code 28.03;
 - d. Hazing under Education Code 37.152; or
 - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

Under Federal Law

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See **glossary**.)

Note: Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
 - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.) *Note:* A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
 - A location-restricted knife, as defined by state law. (See **glossary**.)

- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See **glossary**.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or disabled individual.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Process

If a student is believed to have committed an expellable offense, the CBC or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,

2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the Hearing Officer and the Expulsion Committee to conduct hearings and expel students.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the board or CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The 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 (foster care), or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the hearing officer shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal During Process

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the CBC or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

Security Personnel

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

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

The law enforcement duties of school resource officers are:

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

- To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned. However, MVISD will investigate school-related issues and will turn over to SRO when appropriate.
- To provide security for special school events or functions, such as PTO meetings, Board Meetings, UIL Events, or at the request of the MVISD Superintendent, the Superintendent's designee, or the Campus Administrator.
- To provide traffic control during the arrival and departure of students when deemed necessary, including but not limited to issuing traffic citations on MVISD property, parking lots and private drives.
- To serve as a liaison between the designated campus administration and the DEPARTMENT and act as the first responder in the case of a critical incident at School.
- To perform other duties as assigned by the MVISD Superintendent, or the Superintendent's designee, and campus principal and approved by the DEPARTMENT and which advance the goals and objectives of the SRO Program.
- All SROs shall be required to submit weekly reports to the SRO supervisor which may be made available to the MVISD Superintendent, or the Superintendent's designee, excluding content related to sensitive criminal investigative information or identifiers.
- SROs will not be allowed to ask students about their immigration status. As per Supreme Court Ruling, Plyler V. Doe (1982), all students have a constitutional right to attend public school regardless of immigration status.
- To address crime and disorder problems, gangs, and drug activities occurring in and around MVISD campuses.
- To make arrests and issue citations when warranted.
- To take action against unauthorized persons on MVISD property.

MVISD Student Code of Conduct has this statement:

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

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - a. 65 years of age or older, or
 - b. A disabled person.

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
 - a. Any vegetation, fence, or structure on open-space land; or
 - b. Any building, habitation, or vehicle:
 - (1) Knowing that it is within the limits of an incorporated city or town,
 - (2) Knowing that it is insured against damage or destruction,
 - (3) Knowing that it is subject to a mortgage or other security interest,
 - (4) Knowing that it is located on property belonging to another,
 - (5) Knowing that it has located within it property belonging to another, or
 - (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
 - a. Recklessly damaging or destroying a building belonging to another, or
 - b. Recklessly causing another person to suffer bodily injury or death.

Assault is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes

school district property or information or commits a breach of any other computer, computer network, or computer system.

Bullying is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Dangerous drug is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable [firearm](#); or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
 - d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
 - e. Making a telephone call and intentionally failing to hang up or disengage the connection;
 - f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
 - g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

- h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or
- i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

Hazing is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated. **Hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Possession means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
3. Telecommunications or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice: An explosive weapon;
 - a. A machine gun;
 - b. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

Public Lewdness is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

Self-defense is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Penal Code 21.07;
 - b. Indecent exposure under Penal Code 21.08;
 - c. Criminal mischief under Penal Code 28.03;
 - d. Hazing under Education Code 37.152; or
 - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Serious or persistent misbehavior includes, but is not limited to:

- ☐ Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- ☐ Behavior identified by the district as grounds for discretionary DAEP placement.
- ☐ Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- ☐ Refusal to attempt or complete schoolwork as assigned.
- ☐ Insubordination.
- ☐ Profanity, vulgar language, or obscene gestures.
- ☐ Leaving school grounds without permission.
- ☐ Falsification of records, passes, or other school-related documents.
- ☐ Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the

state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student

“under the in-fluence” need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one’s body, by any means, a prohibited substance.

Zip gun is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: August 14, 2024

Agenda item: 2024-2025 Budget Update

Background Information:

The Texas Education Code 44.002-44.006 establishes the legal basis for school district budget development. The Budget must be prepared and adopted by the Board of Trustees no later than the close of the fiscal year on August 31. A public hearing for the budget and proposed tax rate must occur before the Board adoption. In addition, the district must also post a summary of the proposed budgets on the Medina Valley ISD website as required by Section 44.0041 of the Texas Education Code. The annually adopted budget includes the General Fund (199), the Debt Service Fund (511), and the Child Nutrition Fund (240).

The budget planning season formally begins in January of each year with the Board receiving a draft of the budget calendar and demographic projections. The business office along with human resources begins to conduct mid-year budget and staffing reviews with campuses and departments. Following these reviews, campuses and departments submit their budget requests for the next year. These requests are reviewed by the appropriate member of the executive leadership team before being submitted to human resources and the business office. Submitted staffing requests and budgets are reviewed and a draft budget is completed.

The business office continues to monitor enrollment, attendance, and any legislative updates that could impact the budget, while awaiting property tax values. Once preliminary values are received, revenue estimates are reviewed, and human resources brings staffing and compensation to the Board for consideration. After staffing and compensation are approved by the Board, the draft budget is completed and brought to the Board for final approval.

Administrative Consideration:

- The recommended budgets are \$95,171,577 for the General Fund, \$8,764,805 for the Child Nutrition Fund, and \$31,357,180 for the Debt Service Fund.
- The recommended tax rates are \$0.6669 for Maintenance and Operations and \$0.50 for Interest and Sinking.
- A list of purchases that are over \$50,000 and built into the proposed budget will be provided for your review.

Supporting Documents:

- 2024-2025 Budget Book - DRAFT
- Memo for Line Item Approvals - DRAFT

Recommendation:

The administration recommends the Board receive information for the 2024-2025 budgets and tax rates.

Budget Workshop
August 14, 2024 6:00 PM

LET'S

GROW

TOGETHER





Medina Valley ISD Budget Calendar

2024-2025

Subject to Change

Board Calendar

February 26, 2024

Board of Trustees Meeting - Review Budget Timeline

March 6, 2024

Board of Trustees Workshop - Discuss District Plan and Goals

March 25, 2024

Board of Trustees Meeting - Contracts

June 19, 2024

Board of Trustees Workshop - Report Local Preliminary CAD values and Updated Revenue Estimates

June 19, 2024

Board of Trustees Meeting - Approve Compensation Plan

July 25, 2024

Receive certified CAD values and finalize revenue estimates

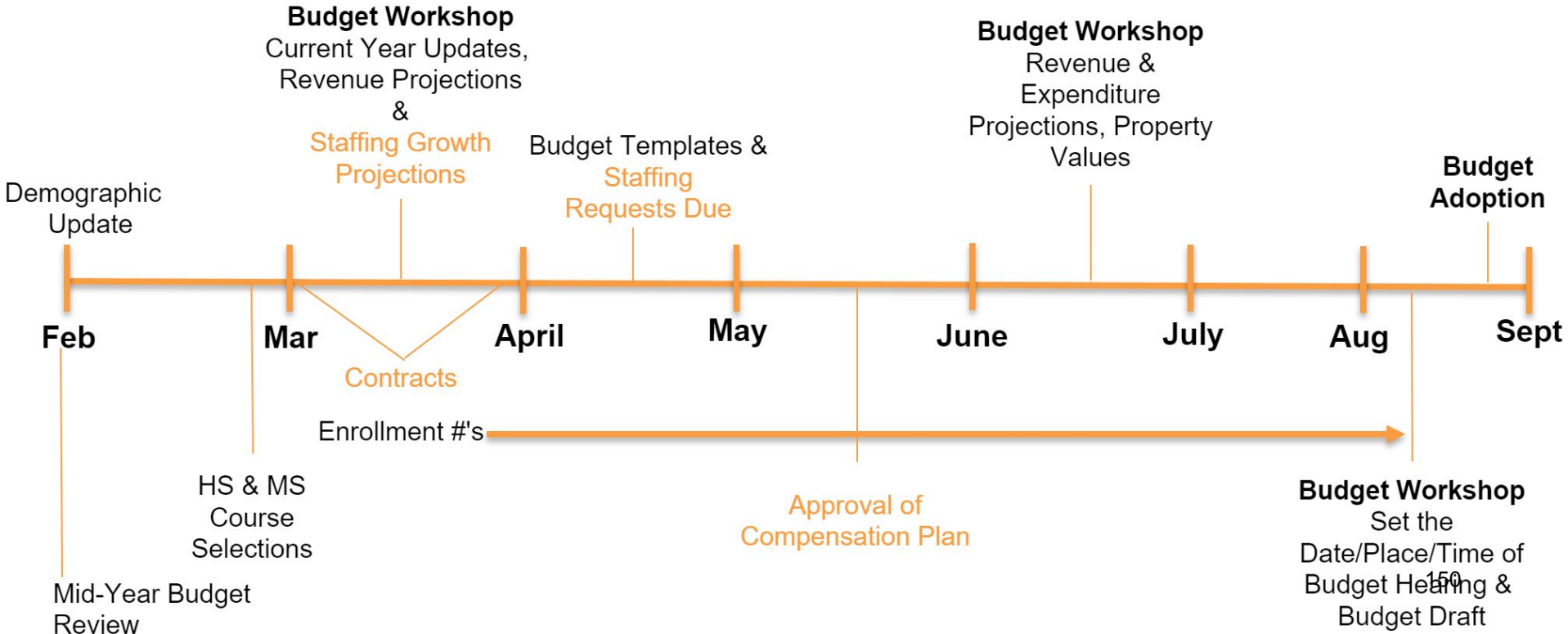
August 14, 2024

Board of Trustees Workshop - Set the Date/Place/Time of Budget Hearing & Review Draft of the Budget Book

August 26, 2024

Board of Trustees Meeting - Approve the 2024-2025 Budget and Tax Rate

Big Picture Timeline



Budget Priorities

Strategic Goals



**Every Student
Grows Every Year**



**Recruit and
Retain Staff**



**Parental and
Community
Involvement**



**Finance and
Operations**

Budget Update

2024-2025 Budget Assumptions

- Enrollment Based on 4Q2023 Demographic Report: 9,484
- 92% Attendance Rate
- ADA [(Enrollment - ½ Preschool) x Attendance Rate]: 8,485
- 98% Collection Rate
- 15.84% Property Value Growth
- Current Law

Certified Property Values

	2023	2024	% Increase
Bexar County	\$ 2,826,242,263	\$ 3,147,616,208	11.37%
Medina County	\$ 2,303,524,882	\$ 2,794,633,475	21.32%
Total Taxable Value	\$ 5,129,767,145	\$ 5,942,249,683	15.84%
*Protest Allowance	\$ (25,648,836)	\$ (28,480,384)	
Taxable Value After Protest	\$ 5,104,118,309	\$ 5,913,769,300	15.86%

*Protest is 10% of values under ARB review

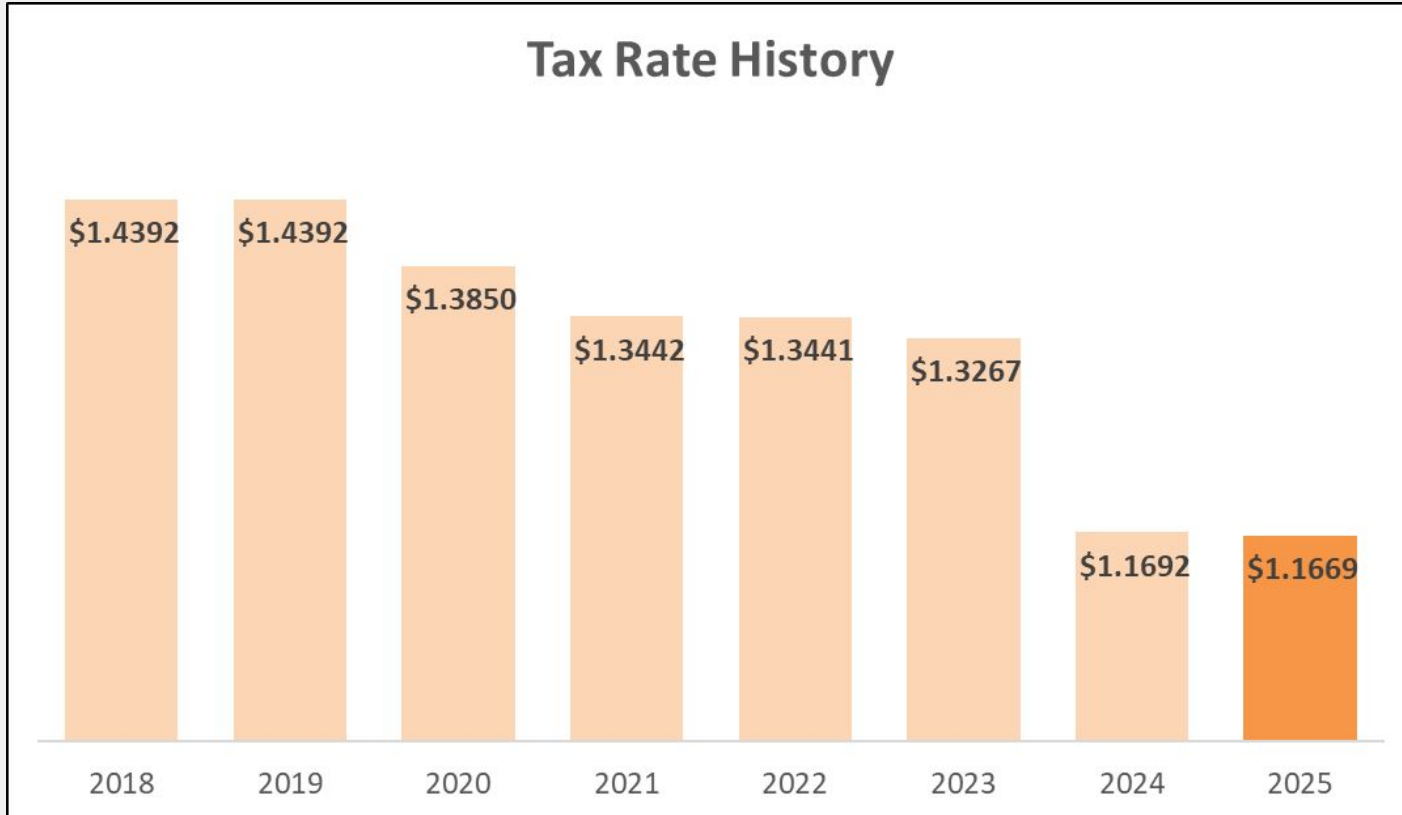
Certified Property Values

	Residential	% of Total	Commercial	% of Total	Ag (Other)	% of Total	Total
Bexar County	\$ 2,393,697,203	76%	\$ 751,598,511	24%	\$ 2,320,494	0%	\$ 3,147,616,208
Medina County	\$ 1,165,820,984	42%	\$ 1,606,467,961	57%	\$ 22,344,530	1%	\$ 2,794,633,475
Total Taxable Value	\$ 3,559,518,187	60%	\$ 2,358,066,472	40%	\$ 24,665,024	0%	\$ 5,942,249,683
Protest Allowance							\$ (28,480,384)
Taxable Value After Protest							\$ 5,913,769,300

2024-2025 Projected Tax Rates

2024-2025 Projected Tax Rate		
Maintenance & Operations	\$0.6669	Per \$100 valuation
Debt Service	\$0.5000	Per \$100 valuation
Total MVISD Tax Rate	\$1.1669	Per \$100 valuation

2024-2025 Projected Tax Rates



2024-2025 Projected Revenue

Revenue Source	2023-2024 Adj. Revenue	2024-2025 Projected	Difference
Property Taxes	\$ 32,401,513	\$ 37,693,486	\$ 5,291,973
Other Local Revenue	\$ 2,654,000	\$ 2,123,500	(\$ 530,500)
State Aid	\$ 44,375,669	\$ 48,990,319	\$ 4,614,650
TRS on Behalf	\$ 4,779,335	\$ 5,674,272	\$ 894,937
Federal Aid	\$ 1,540,000	\$ 690,000	(\$ 850,000)
Net Revenue	\$ 85,750,517	\$ 95,171,577	\$ 9,421,060⁵⁹

2024-2025 Projected Expenses

Major Object Code	2023-2024 Adj. Budget	2024-2025 Projected	Difference
6100 - Payroll	\$ 69,886,710	\$ 79,121,850	\$ 9,235,140
6200 - Contracted Services	\$ 6,915,147	\$ 5,905,776	(\$1,009,371)
6300- Supplies & Materials	\$ 6,449,503	\$ 6,192,981	(\$256,522)
6400 - Other Operating Costs	\$ 1,891,623	\$ 2,152,288	\$ 260,665
6500 - Debt Service	\$ 86,065	\$ -	(\$86,065)
6600 - Capital Outlay	\$ 2,528,588	\$ 1,798,682	(\$729,906)
Total	\$87,757,636	\$95,171,577	\$7,413,941

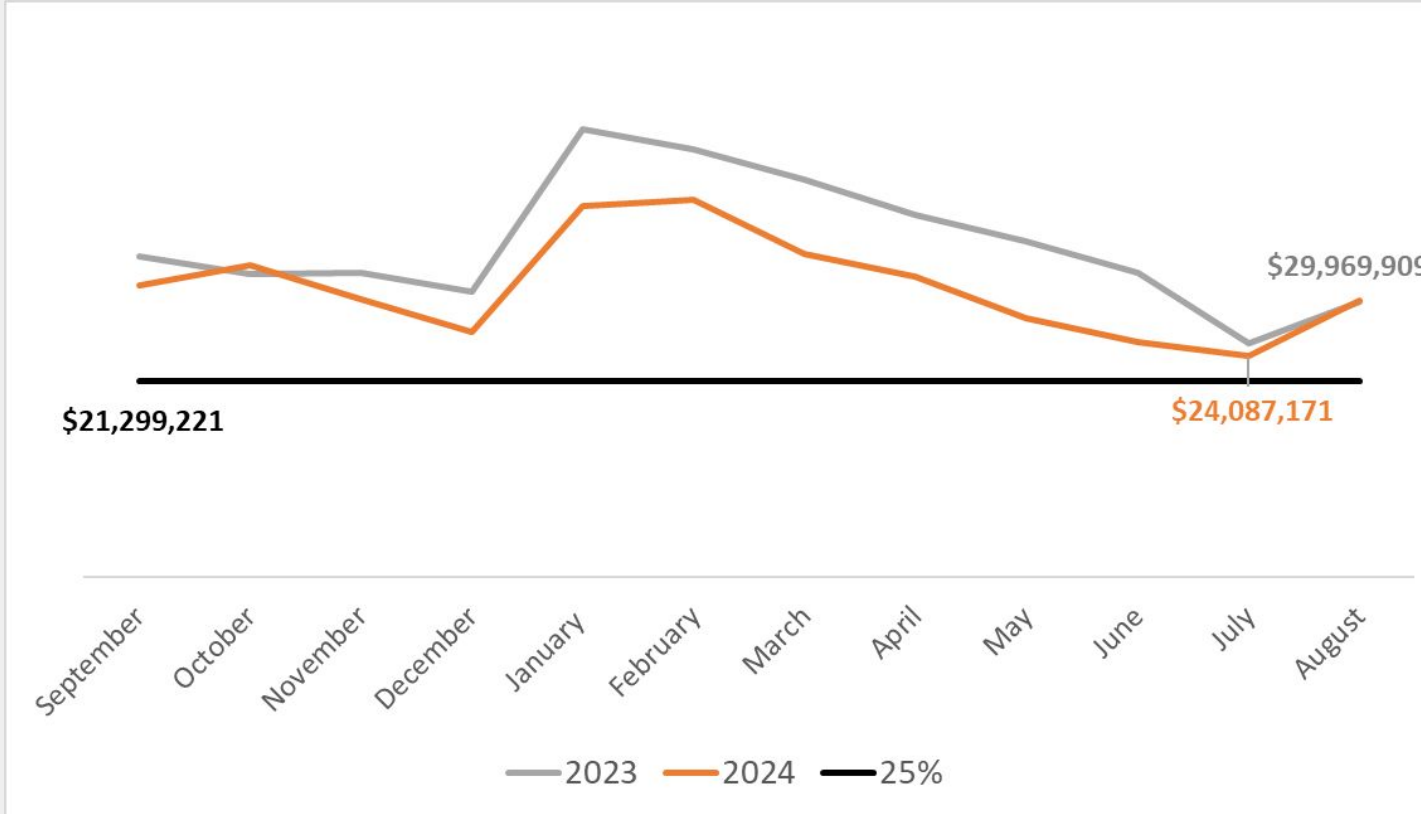
Fund Balance

2023-2024 Fund Balance Projection

As of August 14, 2024

Beginning Fund Balance	\$29,969,909
Projected Revenue	\$86,087,377
Projected Expenses	\$85,388,445
Projected Fund Balance	\$30,668,841

Fund Balance



- 25% for FIRST Rating
- Cash balance never drops below \$24M

Capital Projects

Project	Increase Over Prior Year
Facility Maintenance Plan	\$ 648,000
School Safety (SRO/Marshal/PD)	\$1 million
Bus Replacements (included)	\$1,000,000 (increase over last year)
Portables	\$ 0 (included \$1.9 million last year)

Total = \$1,648,000 unbudgeted

Debt Service

2024-2025 Projected Revenue

Revenue Source	2023-2024 Adj. Revenue	2024-2025 Projected	Difference
Property Taxes	\$ 24,190,481	\$ 28,250,600	\$ 4,060,119
Other Local Revenue	\$ 350,000	\$ 350,000	\$ 0
State Revenue	\$ 3,343,378	\$ 2,756,580	(\$586,798)
Net Revenue	\$ 27,883,859	\$ 31,357,180	\$ 3,473,321

2024-2025 Projected Expenses

Major Object Code	2023-2024 Adj. Budget	2024-2025 Projected	Difference
Principal & Interest	\$27,883,859	\$27,883,859	\$0
New Debt Issue	\$0	\$3,473,321	\$3,473,321
Total	\$27,883,859	\$31,357,180	\$3,473,321

2023-2024 Fund Balance Projection

As of August 14, 2024

Beginning Fund Balance	\$7,195,244
Projected Revenue	\$26,500,000
Projected Expenses	\$27,887,059
Projected Fund Balance	\$5,808,185

Child Nutrition

2024-2025 Projected Revenue

Revenue Source	2023-2024 Adj. Revenue	2024-2025 Projected	Difference
Deposits	\$1,875,327	\$1,822,875	(\$52,452)
State Revenue	\$35,438	\$29,000	(\$6,438)
Federal Revenue	\$4,029,726	\$5,432,204	\$1,402,478
Net Revenue	\$5,940,491	\$7,284,079	\$1,343,588

2024-2025 Projected Expenses

Major Object Code	2023-2024 Adj. Budget	2024-2025 Projected	Difference
Function 35 - Food Service	\$6,862,006	\$8,764,805	\$1,902,799
Total	\$6,682,006	\$8,764,805	\$1,902,799

*Budget includes \$1,480,726 in additional fund balance spend down

2023-2024 Fund Balance Projection

As of August 14, 2024

Beginning Fund Balance	\$2,953,438
Projected Revenue	\$5,940,491
Projected Expenses	\$6,562,006
Projected Fund Balance	\$2,331,923

DRAFT - All Board Adopted Budgets by Fund and Function

Proposed Budgets 2024-2025					
<i>By Function</i>		<i>General Fund</i>	<i>Child Nutrition Fund</i>	<i>Debt Service Fund</i>	<i>Total All Funds</i>
11	Instruction	\$56,010,325			\$56,010,325
12	Instructional Resource / Media	\$572,427			\$572,427
13	Curriculum & Instructional Staff Development	\$1,699,465			\$1,699,465
21	Instructional Leadership	\$1,600,818			\$1,600,818
23	School Leadership	\$5,119,015			\$5,119,015
31	Guidance, Counseling and Evaluation Services	\$3,520,191			\$3,520,191
32	Social Work Services	\$825,237			\$825,237
33	Health Services	\$1,197,932			\$1,197,932
34	Student (Pupil) Transportation	\$5,287,256			\$5,287,256
35	Child Nutrition	\$261,796	\$8,764,805		\$9,026,601
36	Co-curricular / Extracurricular Activities	\$2,546,360			\$2,546,360
41	General Administration	\$3,190,604			\$3,190,604
51	Plant Maintenance & Operations	\$8,925,284			\$8,925,284
52	Security & Monitoring Services	\$1,158,523			\$1,158,523
53	Data Processing Services	\$2,576,800			\$2,576,800
61	Community Services	\$3,000			\$3,000
71	Debt Services	\$-		\$31,357,180	\$31,357,180
81	Facilities Acquisition & Construction	\$25,044			173 \$25,044
95	JJAEP	\$5,000			\$5,000
99	Other Intergovernmental Charges	\$646,500			\$646,500
Total Expenditures:		\$95,171,577	\$8,764,805	\$31,357,180	\$135,293,562

DRAFT - \$50,000 +Budget Expenditures

MEMO

To: Medina Valley ISD Board of Trustees
 From: Crystal Hermes, Chief Financial Officer
 Through: Dr. Scott Caloss, Superintendent
 Date: August 14, 2024

Re: Line-Item Budget Approval

\$50,000 + Budget Expenditures for 2024-2025 School Year

Pursuant to Board policy CH Local, the Board may approve single expenditures that are expected to exceed \$50,000 as line items in the budget. Below are the expenditures that will be submitted for approval within the 2024-2025 budget:

95 Percent Group (410).....	\$ 76,304
ABIP, PC (199)	\$ 55,000
Age of Learning (211).....	\$ 78,400
CDWG (199)	\$ 60,000
<u>Edgenuity (199)</u>	\$ 56,300
Emergent Tree (199).....	\$ 57,440
Flowers (240)	\$ 60,000
<u>Enome, Inc - Goalbook (199)</u>	\$ 65,000
Gulf Coast (240)	\$ 113,300
Hardie’s Fresh Foods Produce FFV (240)	\$ 308,293
Houghton Mifflin Harcourt – NWEA Map (410).....	\$ 123,110
Labatt – food (240).....	\$ 2,183,622
Labatt – non-food (240)	\$ 127,130
Morgan Livestock Equipment Sales (199 – CTE)	\$ 75,000
Oak Farms Dairy (240).....	\$ 463,776
<u>ParentSquare (199)</u>	\$ 60,186

Board of Trustee Input



MEDINA VALLEY ISD

EST. 1959

DISTRICT SCORECARD

2023-2024

SCORECARD

PRIORITIES:	PERFORMANCE OBJECTIVES:	KEY STRATEGIC ACTIONS:
P1: Every Student Grows Every Year	1.1 Curriculum and Instruction	1.1.1 Create a systematic schedule (PLC), with the assistance of training from NIET, at each campus for teacher teams to study data and learn best instructional strategies to increase student engagement and growth. 1.1.2 Ensure robust horizontal and vertical curriculum alignment across the district with teacher and principal involvement. 1.1.3 Ensure district-wide systematic processes are in place to serve our special populations, focusing on bilingual and special education. 1.1.4 Strengthen MTSS process with district-wide procedures and interventions.
	1.2 CCMR	1.2.1 Implement a K-12 College, Career & Military Readiness Program including age-appropriate counseling lessons, technology resources, college & career presentations/field trips, college fair, and advanced academics. 1.2.2 Increase testing opportunities and offer curriculum support including technology in AP, TSIA, PSAT/SAT/ACT 1.2.3 Increase alignment for CTE Completer status, District Practicums, and IBC attainment 1.2.4 Support students to explore military enlistment opportunities.
	1.3 Safety and well-being	1.3.1 Implement Emergent Tree to provide a clear, consistent positive behavior support system. 1.3.2 Implement CharacterStrong to provide a clear, consistent character education program. 1.3.3 Provide consistent systematic social-emotional learning.
	1.4 Extracurricular and co-curricular participation (grades 6-12)	1.4.1 Increase opportunities for students in extracurricular and co-curricular participation.
P2: Recruit and Retain Staff	2.1 Recruit	2.1.1 Implement multiple job fairs hosted at MVIDS for professional and auxiliary staff that occur at strategic times of the year. 2.1.2 Increase the number of substitutes through a salary study, increased recognitions, and increased opportunities to complete training. 2.1.3 Enhance marketing information for all positions, including substitutes. 2.1.4 Explore flexible calendar options.
	2.2 Retain	2.2.1 Hire and develop highly effective Principals that create a positive working environment/culture. 2.2.2 Initiate Auxiliary Staff Advisory Council to meet quarterly (move to bi-annual) in order to increase two-way communication and career progression. 2.2.3 Implement a salary study conducted by a third party every 2-3 years.. 2.2.4 Research strategies to assist with covering class periods that go unfilled by substitutes.
	2.3 Professional development and leadership opportunities	2.3.1 Initiate a program to encourage and offset costs for teachers to earn advanced degrees and certifications. 2.3.2 Create an Aspiring Leadership Academy. 2.3.3 Develop a meaningful and differentiated Professional Development Plan based on job embedded requirements and staff input and choice (Teachers and non teachers). 2.3.4 Implement the new teacher induction and mentor program.
P3: Foster an Environment of Parental and Community Involvement	3.1 Improve community-wide relationships	3.1.1 Increase diversity of the Community Ambassador Program with increased opportunities for sharing district initiatives. 3.1.2 Create a PTO/Booster Club President Advisory Council and increase parent involvement on campuses. 3.1.3 Meet with realtor and clergy groups bi-annually. 3.1.4 Implement a military-connected family engagement plan.
	3.2 Inform all stakeholders with up to date campus and district news/announcements	3.2.1 Implement/enhance mass communication system (one-way and two-way). 3.2.2 Increase community mail outs. 3.2.3 Create Alumni Outreach Program.
	3.3 Increase customer service satisfaction	3.3.1 Maintain bi-annual surveys of all stakeholders. 3.3.2 Create best practices guide for staff answering phones including crisis situations. 3.3.3 Provide customer service training to front office staff.
P4: Finance and Operations	4.1 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 expenditures 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.
	4.2 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
	4.3 Ensure operational effectiveness and efficiency.	4.3.1 Create and implement existing facility long term expenditure projection plan 4.3.2 Ensure technology staffing and budget is appropriate and available. 4.3.3 Ensure maintenance staffing and budget is appropriate and available.

PRIORITY

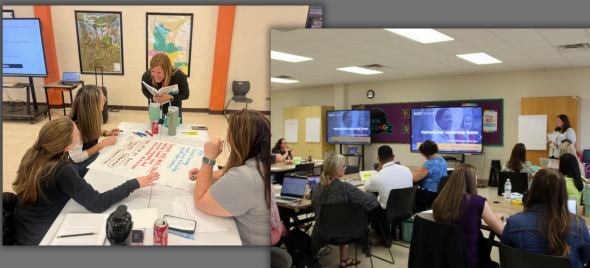
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EVERY STUDENT GROWS EVERY YEAR

Objective #1: Curriculum and Instruction

Strategic Action #1:

- Create a systematic schedule (PLC), with the assistance of training from NIET, at each campus for teacher teams to study data and learn best instructional strategies to increase student engagement and growth.



Grade Bands	Met Growth Projection
1-2 Reading	54%
3-5 Reading	45%
6-8 Reading	41%
English I	41%

Grade Bands	Met Growth Projection
K-2 Math	46%
3-5 Math	45%
6-8 Math	47%
Algebra I	33%

All campuses implemented Instructional Leadership Team meetings and PLC time with grade level/subject teams. They also attended coaching sessions with NIET on best practices that include: focusing on learning, creating a collaborative culture and a results orientation.

Strategic Action #2:

- Ensure robust horizontal and vertical curriculum alignment across the district with teacher and principal involvement.



	Fall Elementary Student Survey				Spring Elementary Student Survey		
	No	Sometimes	Yes		No	Sometimes	Yes
1. Do you enjoy coming to your class?	4.73%	42.98%	52.29%		4.92%	46.27%	48.81%
2. Does your teacher want you to do your best?	0.64%	2.17%	97.18%		0.99%	2.52%	96.50%
3. Do you get a chance to explain your ideas?	7.56%	63.80%	28.64%		7.46%	65.74%	26.80%
7. Does the work you do in class make you really think?	5.17%	45.07%	49.76%		6.29%	46.13%	47.58%
12. Does the technology at your school help you learn and grow?	4.12%	25.42%	70.46%		4.94%	27.65%	67.41%

	Fall Middle/High School Student Survey					Spring Middle/High School Student Survey		
	Strongly Disagree	Disagree	SUM of Disagree & Strongly Disagree	No Opinion	SUM of Agree & Strongly Agree	SUM of Disagree & Strongly Disagree	No Opinion	SUM of Agree & Strongly Agree
1. I enjoy coming to school most of the time.	12.95	19.21	32.16	23.93%	43.92	34.18	24.91%	40.91
2. My teachers' expectations at school make me want to do my best.	5.68	12.75	18.43	32.30%	49.27	21.84	30.52%	47.64
3. The work that I do for my classes makes me really think and to receive a good grade, I must work hard in my classes.	4.32	7.86	12.18	23.58%	64.24	14.09	24.35%	61.56
5. Most of my teachers want us to use our thinking skills, not just memorize things.	5.34	11.14	16.48	21.96%	61.57	17.59	22.11%	60.31
12. The technology my school provides helps me to learn and grow.	5.23	8.74	13.97	24.75%	61.28	14.53	26.94%	58.53

District grade level/subject teams met in the summer to prioritize essential standards for their grade/subject. They unpacked the standards and determined Mastery for each essential standard and began the creation of District Common Assessments to measure student mastery.

Strategic Action #3:

- Ensure district-wide systematic processes are in place to serve our special populations, focusing on bilingual and special education.

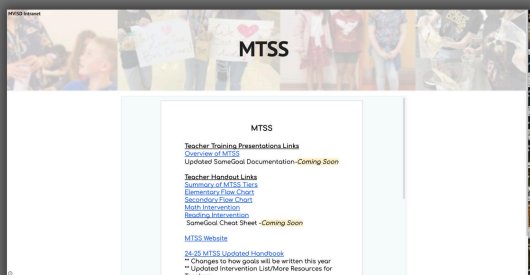
Bilingual Hubs were established at LaCoste Elementary and Ladera Elementary to better serve our Emergent Bilingual population. Bilingual and Special Education teachers also received training in the following areas.



PRIORITY

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	23-24 Snapshot Enrollment	23-24 SPP 11 Initial Evaluations	Qualified	Percentage of District Initial Evaluations
Medina Valley HS	2412	15	4	3.86%
Medina Valley MS	1069	17	10	4.37%
Loma Alta MS	919	21	17	5.40%
Castroville ES	645	52	37	13.37%
LaCoste ES	873	55	47	14.14%
Potrancos ES	892	67	61	17.22%
Lucky Ranch ES	1010	95	73	24.42%
Ladera ES	880	67	51	17.22%



Strategic Action #4:

- Strengthen MTSS process with district-wide procedures and interventions.

District website was been created for all intervention and forms for documentation of services.

Fall Elementary Student Survey				Spring Elementary Student Survey		
	No	Sometimes	Yes	No	Sometimes	Yes
5. Do you get extra help if you need it?	8.56%	46.28%	45.15%	7.89%	43.24%	44.68%
8. Does your teacher let you give up if the work gets hard?	87.80%	7.43%	4.77%	90.95%	5.61%	3.44%

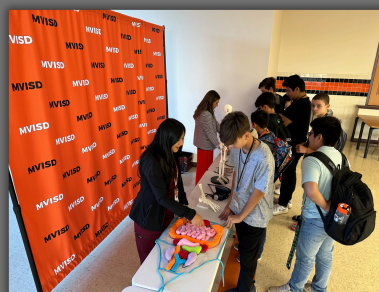
Fall Middle/High School Student Survey						Spring Middle/High School Student Survey		
	Strongly Disagree	Disagree	SUM of Disagree & Strongly Disagree	No Opinion	SUM of Agree & Strongly Agree	SUM of Disagree & Strongly Disagree	No Opinion	SUM of Agree & Strongly Agree
4. Most of my teachers do not let people give up when the work gets hard.	5.2	11.23	16.43	28.13%	55.44	20.65	28.73%	50.62

Objective #2: College, Career and Military Readiness

Strategic Action #1:

- Implement a K-12 College, Career & Military Readiness Program including age-appropriate counseling lessons, technology resources, college & career presentations/field trips, college fair, and advanced academics.

All 8th grade students in Medina Valley ISD were able to participate in programs of study presentations to explore all that we offer, as well as a field trip for Core4 STEM to the Boeing Center. At the elementary level, career days were offered at all campuses to encourage career exploration.



PRIORITY

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Strategic Action #2:

- Increase testing opportunities and offer curriculum support including AP, TSIA, PSAT/SAT/ACT

MVISD offered free testing in TSIA, PSAT, SAT, and ACT for students on October 17, 2023. Students were also able to access Edgenuity Test Prep Courses to study for tests.

Fall Middle/High School Student Survey						Spring Middle/High School Student Survey		
	Strongly Disagree	Disagree	SUM of Disagree & Strongly Disagree	No Opinion	SUM of Agree & Strongly Agree	SUM of Disagree & Strongly Disagree	No Opinion	SUM of Agree & Strongly Agree
10. School has prepared me for life after graduation.	12.57	16.45	29.02	30.81%	40.18	29.53	32.67%	37.81

CTE Completer Status		ACT/SAT Participation		ASVAB Testers in MVISD
MVISD	State	MVISD	State	
29.20%	29.30%	43.40%	71.50%	97

Strategic Action #3:

- Increase alignment for CTE Completer status, District Practicums, and IBC attainment.

Course Selection Committee meetings were held in the fall to align and approve additional courses for level 3 and level 4 classes/practicums in Programs of Study. The CTE Advisory Group also met to discuss community partnerships for student internship options. This summer, CTE teachers aligned Programs of Study with new Industry Based Certifications.



Strategic Action #4:

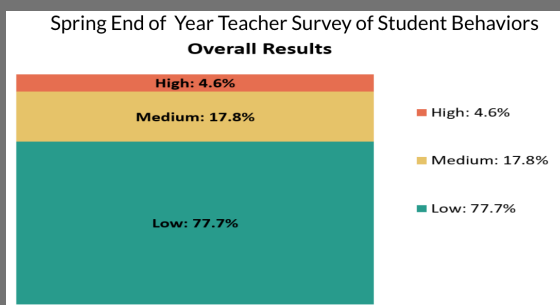
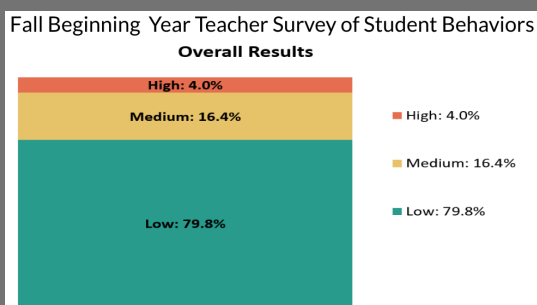
- Support students to explore military enlistment opportunities.

All students were provided the opportunity to take the ASVAB test. *Testing data shown above.*

Objective #3: Safety and Well-Being

Strategic Action #1:

- Implement Emergent Tree to provide a clear, consistent positive behavior support system.



All campuses created an Emergent Tree Grounds Work team that received two days of training on August 4, 2023, and November 6, 2023. All campuses also received multiple days of coaching on Tier I implementation in September and January and received verbal and written feedback on next steps. Universal Screeners were completed in the Fall and Spring for progress monitoring.

Strategic Action #2:

- Implement CharacterStrong to provide a clear, consistent character education program.



PRIORITY

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All Elementary School Counselors implemented CharacterStrong into their guidance lessons. Middle School campuses integrated Character Strong lessons into their collaborative grade level rotations with teachers.

Fall Elementary Student Survey				Spring Elementary Student Survey		
	No	Sometimes	Yes	No	Sometimes	Yes
6. Do students treat teachers with respect in your school?	6.38%	43.50%	50.12%	6.21%	50.60%	43.19%
4. Do the adults treat you and other students fairly and with respect?	4.67%	23.57%	71.76%	8.18%	28.93%	62.89%
9. Do you feel safe at your school?	8.23%	30.24%	61.53%	5.58%	26.16%	61.40%
10. Are other students friendly to you at your school?	6.00%	49.64%	44.36%	7.66%	52.11%	40.23%
11. Do you know how to report bullying and cyberbullying on your campus?	26.35%	9.91%	63.74%	20.30%	10.77%	68.92%

Fall Middle/High School Student Survey						Spring Middle/High School Student Survey		
	Strongly Disagree	Disagree	SUM of Disagree & Strongly Disagree	No Opinion	SUM of Agree & Strongly Agree	SUM of Disagree & Strongly Disagree	No Opinion	SUM of Agree & Strongly Agree
6. Most students in this school treat adults with respect.	17.79	26.31	44.10	31.34%	24.55	52.82	27.16%	20.02
7. Most adults in this school treat students with respect.	8.02	15.01	23.03	28.39%	48.58	25.78	27.93%	46.29
8. Discipline in this school is fair.	15.98	18.89	34.87	35.67%	29.45	37.93	33.78%	28.29
11. I feel safe at this school.	8.4	12.95	21.35	34.94%	43.71	22.80	33.04%	44.15
13. I know how to report bullying and cyberbullying on my campus.	6.93	7.86	14.79	21.74%	63.47	15.04	23.25%	61.72

Strategic Action #3:

- Provide consistent systematic social-emotional learning.

Every campus created a highly mobile and at-risk team to support our students with wrap-around services. Within the Emergent Tree framework teachers have been trained to do the reach and response strategy to check in on students and offer support as needed.

Objective #4: Extracurricular and co-curricular participation (grades 6-12)

Strategic Action #1:

- Increase opportunities for students in extracurricular and co-curricular participation.

Additional opportunities added for 2023-24 School Year

- Career and College Exploration Class (all 8th graders)
- Core 4 STEM (all 8th graders)
- 8th Grade Recruitment plan with High School CTE Team
- TAFE (Texas Association of Future Educators)
- UTSA Prep and Summer Engineering Program (6-12th grade students)
- Medical Terminology (L2)
- Practicums in Graphic Design and Animation (L4)
- Engineering Design & Problem Solving (L3)
- Principles of Applied Engineering (L1)



Open Ended Survey Results -Secondary

Best things about our school

- Social Interactions and friendships
- Supportive and caring teachers
- Extracurricular and sports
- Lunch and Food Options
- Availability of diverse courses

Open Ended Survey Results -Elementary

Best things about our school

- Friends and social interactions
- Teachers and staff are positive part of their days
- Recess and free time
- Fun activities, field trips, and special events
- They like math, reading and PE
- Safe environment and supportive community
- Specials and extracurricular activities



RECRUIT & RETAIN

Objective #1: Recruit

Strategic Action #1:

- Implement multiple job fairs hosted at MVISD for professional and auxiliary staff that occur at strategic times of the year.

The following Job Fairs were held during the 2023-2024 school year:

- June 8, 2023 - Hosted SAAPA (San Antonio Area Personnel Administrators) Job Fair
- October 6, 2023 - Spoke to TAMUSA Student Teachers
- October 13, 2023 - Hosted District Job Fair
- November 3, 2023 - TAMUSA Job Fair
- November 3, 2023 - UTSA Job Fair
- November 8, 2023 - Texas State Job Fair
- March 23, 2024 - Hosted District Job Fair
- April 3, 2024 - Texas State Job Fair
- April 5, 2024 - TAMUSA Job Fair
- June 12, 2024 - SAAPA Job Fair Hosted by Harlandale ISD
- June 26, 2024 - Hosted District Job Fair



Strategic Action #2:

- Increase the number of substitutes through a salary study, increased recognitions, and increased opportunities to complete training.

A full-time substitute coordinator position was added to help the district focus on recruitment and retainment of substitutes to increase our fill rate. Additional training and onboarding sessions were also implemented to help our substitutes feel prepared for their roles on the campus. We also held a big end of year recognition event for all substitutes and recognized substitutes of the month throughout the school year. 125 to 225

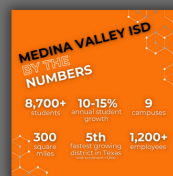
Number of Substitutes

2022-2023	2023-2024
125	225

Strategic Action #3:

- Enhance marketing information for all positions, including substitutes.

Human Resources and Communications collaborated on multiple Facebook Ad campaigns throughout the year to promote all job fairs. Strategic ads were placed in all district newsletter mail outs that hit around 15,000 homes on a quarterly basis. New marketing materials were also produced to hand out at job fairs and events to promote the district.



Strategic Action #4:

- Explore flexible calendar options.

During the fall semester, we worked with with our Teacher Advisory Groups and our District Wide Advisory Committee to develop two academic calendar options. In January, the two calendars were sent in a survey to determine which calendar was the most popular with our school community.

Highlights of the calendar are:

- A Professional Development Day at the end of 5 of the grading periods
- A week off in October (the hardest month of the year for educators)
- Starts in August and ends by June



Objective #2: Retain

Strategic Action #1:

- Hire and develop highly effective Principals that create a positive working environment/culture.

2. I would refer someone to work here.	Total Agree	3. My leaders treat me with respect.	Total Agree
Total Fall	69.57%	Total Fall	76.75%
Total Spring	74.20%	Total Spring	79.68%
4. My leaders are transparent and communicate well.	Total Agree	5. My direct supervisor respects me.	Total Agree
Total Fall	60.05%	Total Fall	75.68%
Total Spring	63.23%	Total Spring	78.80%

To help develop our campus principals, monthly face-to-face meetings were held throughout the school year, as well as weekly virtual touch base meetings. Principals were also able to analyze their fall and spring campus parent, student and staff survey data to identify areas of strength and areas of improvement. Multiple training sessions were also provided for our principals and administrators, including Instructional Leadership Team (ILT) training, professional learning communities (PLC) training, crucial conversations and more.

Strategic Action #2:

- Initiate Auxiliary Staff Advisory Council to meet quarterly to increase two-way communication and career progression.

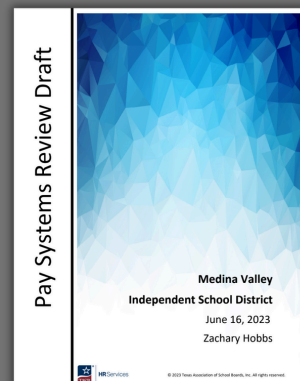


The Auxiliary Staff Advisory Council was created and meet quarterly with leadership, including the Superintendent to share feedback. There were about 15 individuals who were on the council from the following departments: Child Nutrition, Transportation and Facilities.

Strategic Action #3:

- Implement a salary study conducted by a third party every 2-3 years.

A salary study was conducted by TASB for 2023-2024 and recommended updates were made to the pay scales.



PRIORITY

2

Strategic Action #4:

- Research strategies to assist with covering class periods that go unfilled by substitutes.

The full-time substitute coordinator position that was added, as well as an increase in substitute pay by \$10 per day last year helped to increase our fill rate.

School Year	Substitutes Needed	# Filled	Fill Rate
2022-2023	7,533	5,201	69.04%
2023-2024	9,124	7,225	79.19%

Objective #3: Professional development and leadership opportunities



Strategic Action #1:

- Initiate a program to encourage and offset costs for teachers to earn advanced degrees and certifications.

A partnership was established with Texas A&M San Antonio, and we had seven teachers begin their master's program with a discount on tuition.

Strategic Action #2:

- Create an Aspiring Leadership Academy.

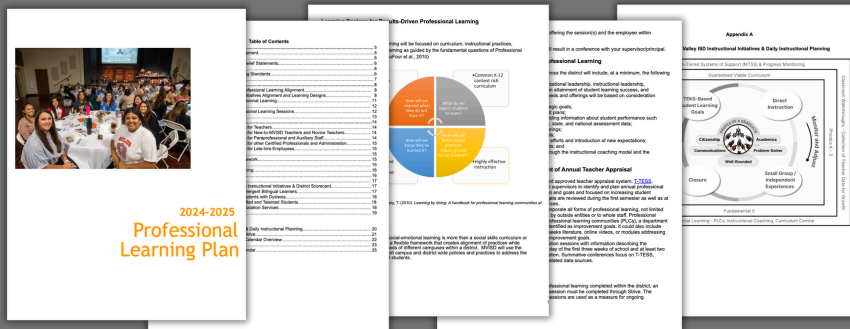
We had 44 members in our Aspiring Leaders Academy that meet monthly to learn leadership traits, hear guest speakers, and learn about leadership roles that they're interested in.



Strategic Action #3:

Develop a meaningful and differentiated Professional Development Plan based on job embedded requirements and staff input and choice (teachers and non teachers).

Based on survey data, principal-identified areas of need, and district initiatives, our 2024-25 professional development plan was released in March.



Strategic Action #4:

- Implement the new teacher induction and mentor program.

New Teacher Induction program was implemented that supports teachers throughout the year with training and coaching sessions. Mentors were trained in how to support new teachers.





PARENTAL & COMMUNITY INVOLVEMENT

Objective #1: Improve community-wide relationships

Strategic Action #1:

- Increase diversity of the Community Ambassador Program with increased opportunities for sharing district initiatives.

MVISD Community Ambassador Program | 2023-24 Application

In accordance with Medina Valley ISD's commitment to fostering an environment of parental and community involvement, the district launched the MVISD Community Ambassador Program and is looking to expand and diversify the group this 2023-2024 school year.

The program is designed to offer participants a comprehensive overview of our district. Ultimately, the goal of the program is to empower participants to be active and engaged in the district's mission and vision and to form a foundation of understanding and involvement in MVISD. Program graduates may be called upon to support the district through future participation in projects such as district and campus improvement teams, focus groups and other planning committees.

Who should apply?
Medina Valley ISD community members, parents and members of the business community who support our district and would like to learn more about the work being done in alignment with our mission and vision. MVISD employees are not eligible to participate.

Applicant requirements:

- All MVISD Community Ambassador Program applications must be completed by **September 15, 2023**.
- A criminal background check is required for participation in the program.
- 18 years of age or older
- Reside within Medina Valley ISD

Applicants will be notified of acceptance by September 22, 2023. Acceptance into the program is for the participant only. Participants are asked to refrain from bringing guests to meetings.

The 2023-24 Community Ambassador Program will meet at 6 p.m. We ask that members please attend all meetings to ensure that they are up to date with all information shared.




Meetings were held on:

- June 12, 2023
- October 9, 2023
- November 6, 2023
- January 24, 2024
- March 4, 2024
- April 15, 2024


Our annual Community Ambassador application is open to all members of the MVISD community, and for the 2023-24 school year we received 40+ applications.

Strategic Action #2:

- Create a PTO/Booster Club President Advisory Council and increase parent involvement on campuses.



Medina Valley Independent School District
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**Medina Valley ISD
PTA/PTO/Booster Club
Guidelines**

All PTO/Booster club officers were invited to attend meetings on the following dates:

- October 19, 2023
- December 7, 2023
- February 23, 2024

Through the conversations and collaboration, MVISD guidelines were created.



Strategic Action #3:

- Meet with realtor & clergy group bi-annually.

Bi-annual meetings were held where district updates and news were shared with the groups. We also discussed ways we could partner to help best serve our MVISD community.

PRIORITY

3

Strategic Action #4:

- Implement a military-connected family engagement plan.



District standards were created to ensure that MVISD is providing support, stability and continuity of education for military-connected children. Some of those standards include: identifying a staff member that will serve as a military liaison at every campus, providing orientation programs and increasing family engagement opportunities.

Objective #2: Inform all stakeholders with campus and district news/announcements



ParentSquare

Strategic Action #1:

- Implement mass communication system (one-way and two-way).

ParentSquare was rolled out district-wide, and during the 2023-24 school year we were averaging close to 8,000 direct messages per week between our teachers and parents.

It was used both for classroom communication and mass notifications sent by our Communications Department.

Fall 2023 Parent Survey Data

Spring 2024 Parent Survey Data

PARENT SURVEY TOTAL SUMS BY QUESTION	SUM of Disagree & Strong Disagree	No Opinion	SUM of Agree & Strongly Agree
3. I regularly receive feedback from school staff on my child's progress.	21.18%	9.87%	68.95%
10. I feel well informed about the issues impacting my child's campus.	17.06%	11.65%	71.29%

PARENT SURVEY TOTAL SUMS BY QUESTION	SUM of Disagree & Strong Disagree	No Opinion	SUM of Agree & Strongly Agree
3. I regularly receive feedback from school staff on my child's progress.	30.08%	10.7%	59.23%
10. I feel well informed about the issues impacting my child's campus.	21.99%	12.13%	65.89%

Strategic Action #2:

- Increase community mail outs.

Our printed newsletter, Community Connection was mailed out quarterly to all stakeholders (approximately 15,000).

It also received the "Best Newsletter" award by the Texas School Public Relations Association for 2024.



Medina Valley ISD
alumni



Strategic Action #3:

- Create alumni outreach program.

An alumni group was created in ParentSquare and the district pushed out messaging to encourage alum to join the group.

We had more than 100 individuals sign up, and we will continue to promote and grow this list in the future.

Objective #3: Increase customer service satisfaction



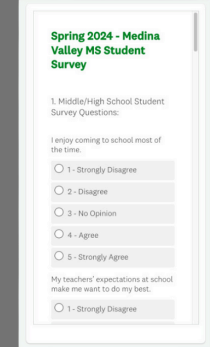
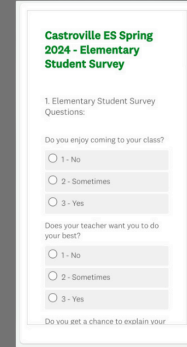
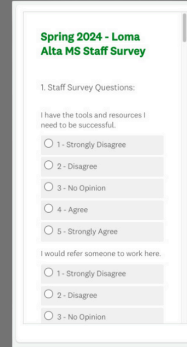
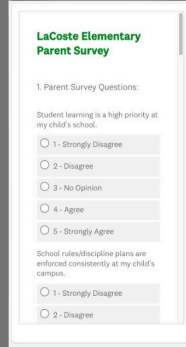
Strategic Action #1:

- Maintain bi-annual surveys of all stakeholders.

Fall and Spring surveys were administered district-wide to:

- Parents
- Staff
- Students

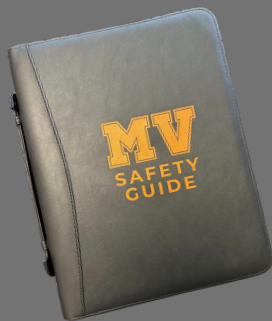
We were able to compare data from Fall to Spring to identify areas of growth and areas of need.



Strategic Action #2:

- Create best-practices guide for staff answering phones, including crisis situations.

Crisis communications booklets were administered to front office staff that include a copy of our Standard Response Protocol (SRP) and a call log to help our staff manage communication with stakeholders during crisis situations.



Hold



Secure



Lockdown



Evacuate



Shelter

Strategic Action #3:

- Provide customer service training to front office staff.



Fall 2023 Parent Survey Data

PARENT SURVEY TOTAL SUMS BY QUESTION	SUM of Disagree & Strong Disagree	No Opinion	SUM of Agree & Strongly Agree
5. School staff are approachable and reachable.	11.34%	9.30%	79.36%
7. I am treated with respect from school staff.	5.54%	12.21%	81.85%

Spring 2024 Parent Survey Data

PARENT SURVEY TOTAL SUMS BY QUESTION	SUM of Disagree & Strong Disagree	No Opinion	SUM of Agree & Strongly Agree
5. School staff are approachable and reachable.	13.88%	10.23%	75.78%
7. I am treated with respect from school staff.	8.25%	9.86%	81.89%

Region 20 provided customer service training for all front office staff. The training focused on customer service and helped equip staff with the tools to provide great service to our parents, students and community.



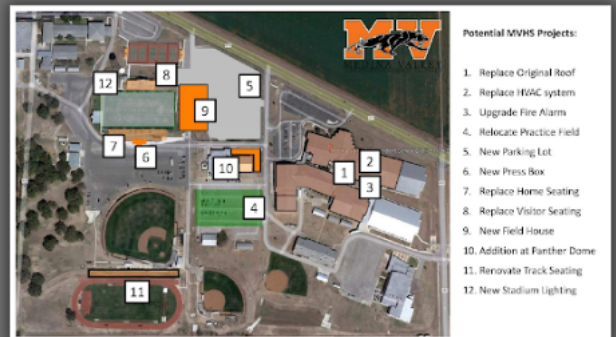
FINANCE & OPERATIONS

Objective #1: Take a proactive role in planning for a rapidly growing population

Strategic Action #1:

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

The district is working with O’Connell Robertson on the placement of our future Medina Valley High School Agricultural & JROTC facility (passed in Bond 2023). Corgan architects did a study and provided recommendations for a long-range MVHS master plan. Our focus this next year will be Medina Valley Middle School.



Strategic Action #2:

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

As we are opening new campuses, we are building a district standard for classroom furniture and fixtures that we will be able to utilize moving forward. This year with the construction of Silos Elementary, we have created a standard for Elementary classrooms.



Strategic Action #3:

- Create and implement 10-year long range facility plan.

The district worked with Corgan Architects who produced an assessment and overview of the current state of facilities district-wide. This 200+ page assessment is being used as a planning tool to help the district produce a long range facilities plan and will help guide future capital improvement projects.



Strategic Action #4:

- Long-term systemic approach to District equality.

Using the district standards established for furniture and classrooms, we will apply the standards to our existing campuses over the course of time as budget allows.

Objective #2: Ensure strong financial stewardship and clear communication with all stakeholders



Strategic Action #1:

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

A district 4-year budget plan was utilized by administration and the Board for financial decision making. It was developed and presented during budget workshops in Spring 2024.

Strategic Action #2:

- Budget Calendar provided to all stakeholders.

A budget calendar was created and shared with district staff mid-year in preparation for the 2024-2025 budget. It was reviewed with District Administrators and helps clearly provide important dates.

Strategic Action #3:

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

Budget planning training sessions were held for Principals and Directors, as well as for campus bookkeepers. During the training our Finance Department reviewed the budget development process.



Objective #3: Ensure operational effectiveness and efficiency

Strategic Action #1:

- Create and implement existing facility long term expenditure projection plan.

Our facilities department has thoroughly reviewed the district facilities assessment plan (produced by Corgan) to create a long-term expenditure projection plan. This plan will help us to prioritize capital projects based upon need and budget.



Strategic Action #2:

- Ensure technology staffing and budget is appropriate and available.

A technology long-term plan will be presented this fall. This plan will identify future needs and help us to distribute large investments over time.

Strategic Action #3:

- Ensure maintenance staffing and budget is appropriate and available.

A facilities long-term plan was presented in the summer. This plan identifies future needs (primarily focused on HVAC, roofing and electrical) to help us to distribute large investments over time.