

**Medina Valley Independent School District
Board of Trustees
Regular Meeting on Tuesday, September 24, 2024 at 6:00 PM
Medina Valley ISD Central Office Board Room**

A Board Meeting of the MVISD Board of Trustees was held on Tuesday, September 24, 2024, beginning at 6:00 PM at/on Medina Valley ISD Central Office Board Room.

I. First Order of Business

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

II. Student/Staff Recognition

- A Star Students - Potranco Elementary
- B Above & Beyond Service Staff Recognition - Potranco Elementary

III. Public Comment

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

IV. Announcements/Communications/Presentations

- A Board Committee Reports
 - Finance Committee
 - Construction Committee
 - Curriculum & Instruction Committee
 - Safety & Security Committee
- B Construction Briefing 3
 - High School #2
 - AG/JROTC Building
- C Financial Briefing 21
 - Bond 2023 Capital Projects Report
- D Superintendent Briefing 22
 - Student Achievements
 - Staff Achievements
 - District Enrollment Numbers
 - Accountability Update
- E MVISD High School #2 Naming Process Update 30

V. Discussion and Possible Action Items

- A Consider Approval of Minutes for Regular Board Meeting on August 26, 2024 and Special Board Meeting on September 11, 2024 35
- B Consider Approving Foreign Exchange Student Waiver 42
- C Consider Approval of District Initiated MVISD Board Policy Revisions for FNG (Local), GF (Local), and DGBA (Local) 44
- D Consider Approval of the Inter-Local Agreement with the Medina County Sheriff's Office for SRO Services 66
- E Consider Approval for the selection of Digital Air Control, Inc. (DAC) for the Access Controls Project from RFCSP #2024-003 78
- F Consider Approval for Architectural Firms from RFQ #24-004 79
- G Consider Approval of Substantial Completion for the MVHS Stadium Turf Project 82
- H Consider Approval of Substantial Completion for the Medina Valley HS Portable Buildings Project 87

VI. Closed Session

- A Consultation with Attorney (TX Govt. Code Section 551.071)
- B Considering the deployment, specific occasions for, or implementation of, security personnel or devices (TX Govt. Code Section 551.076 and 551.089)
- C Deliberation Regarding Real Property (TX Govt. Code Section 551.072), deliberation regarding the purchase, exchange, lease or value of real property

VII. Continued Discussion and Possible Action Items

- A Consider approval of resolution authorizing purchase of approximately 46.4 acres out of the Robert Lewis Survey No. 63, Abstract No. 422, County Block 4341, Bexar County, Texas, and in Document Number 20240004273 of the Official Public Records of Bexar County, Texas, with all improvements, if any, from HDC Hwy 211, LLC for a purchase price of \$4,625,000.00 (approximately \$99,677.00 per acre). 93
- B Consideration of future meeting dates

VIII. Adjournment



MEDINA VALLEY ISD

EST. 1959

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

GENERAL PROJECT SUMMARY:

General Contractor (CMR): Bartlett Cocke General Contractors

Original Substantial Completion Date: June 2026

Requested Days to Date: Zero (0)

Contract Sum (GMP): \$254,950,157.00

Change Order Sum to Date: \$0.00

Current Contract Sum: \$254,950,157.00

Percentage of Work Complete: 38% - Pay Application No. 11 (Sept. 2024)
\$97,759,686 Total Stored/Completed













MEDINA VALLEY ISD

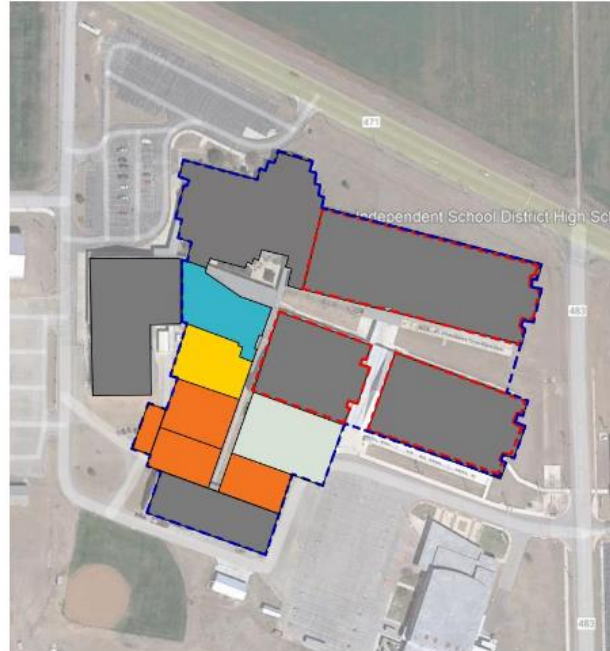
EST. 1959

**Board of Trustees Meeting:
Agriculture & JROTC Building
Construction Briefing**

Phase 1 - Current Bond Funds



Phase 2 – Future Bond Funds



Phase 3 – Future Bond Funds

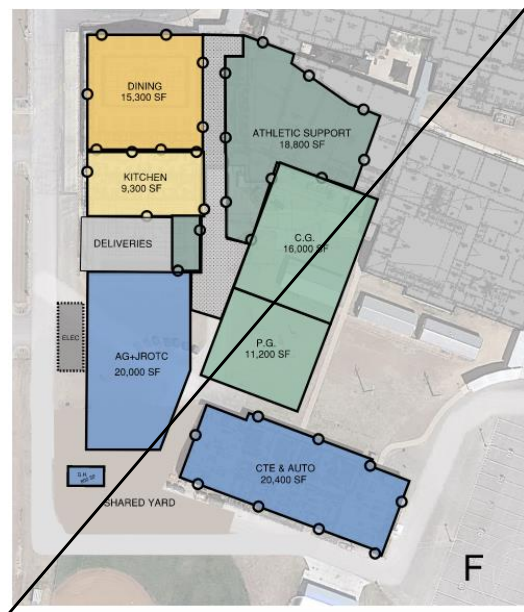
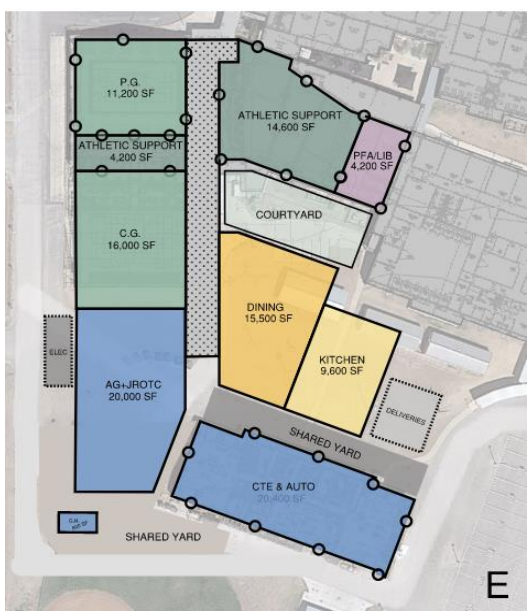
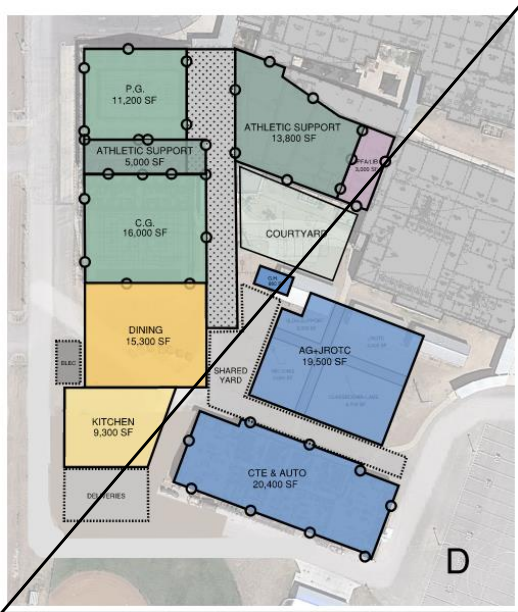
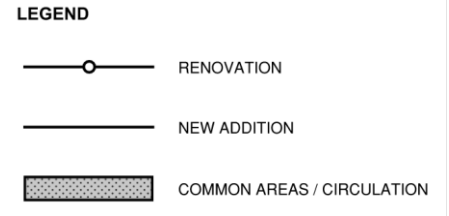
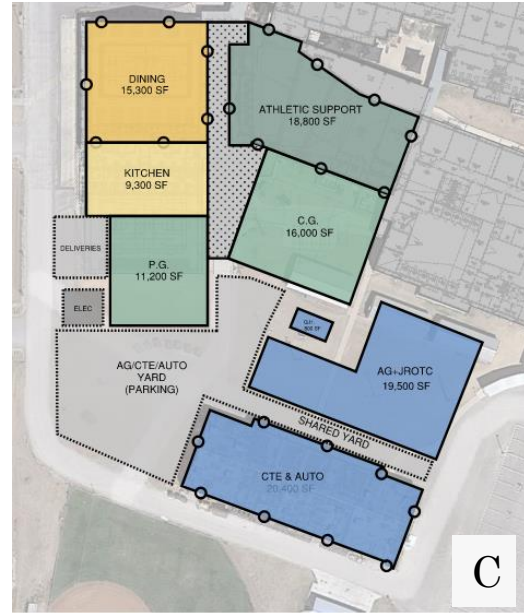
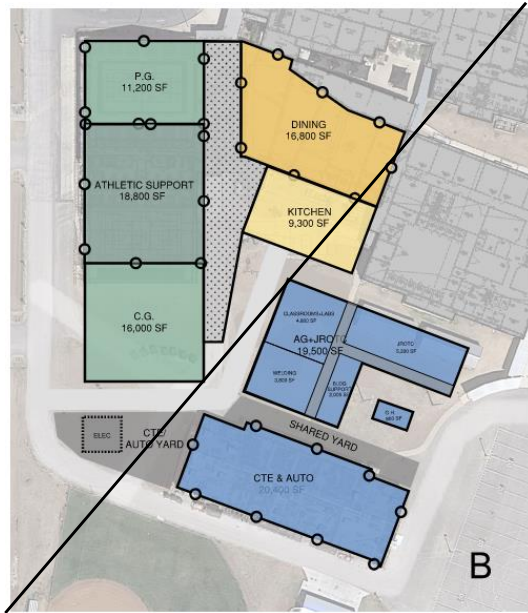
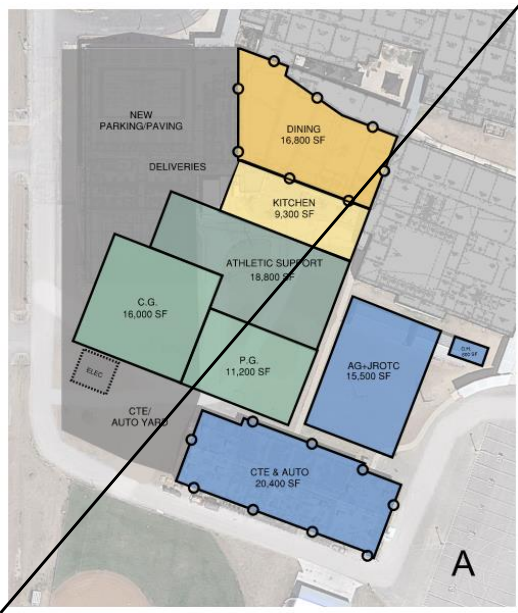


- New JROTC/AG
- Existing to Remain

- JROTC/AG – Now In Use
- Cafeteria Renovation
- New Kitchen
- Existing to Remain
- New Athletics
- Full Fire Alarm Upgrade
- HVAC/Roof Upgrades

- JROTC/AG – Now In Use
- Cafeteria Renovation – Now in Use
- New Kitchen – Now In Use
- New Athletics – Now In Use
- CTE/Auto Major Renovation
- Existing to Remain
- Admin/Library Renovation
- New Paving/Parking (Demo Old Gyms and Kitchen)







MVISD HS1 – 2024 master plan ₁₁

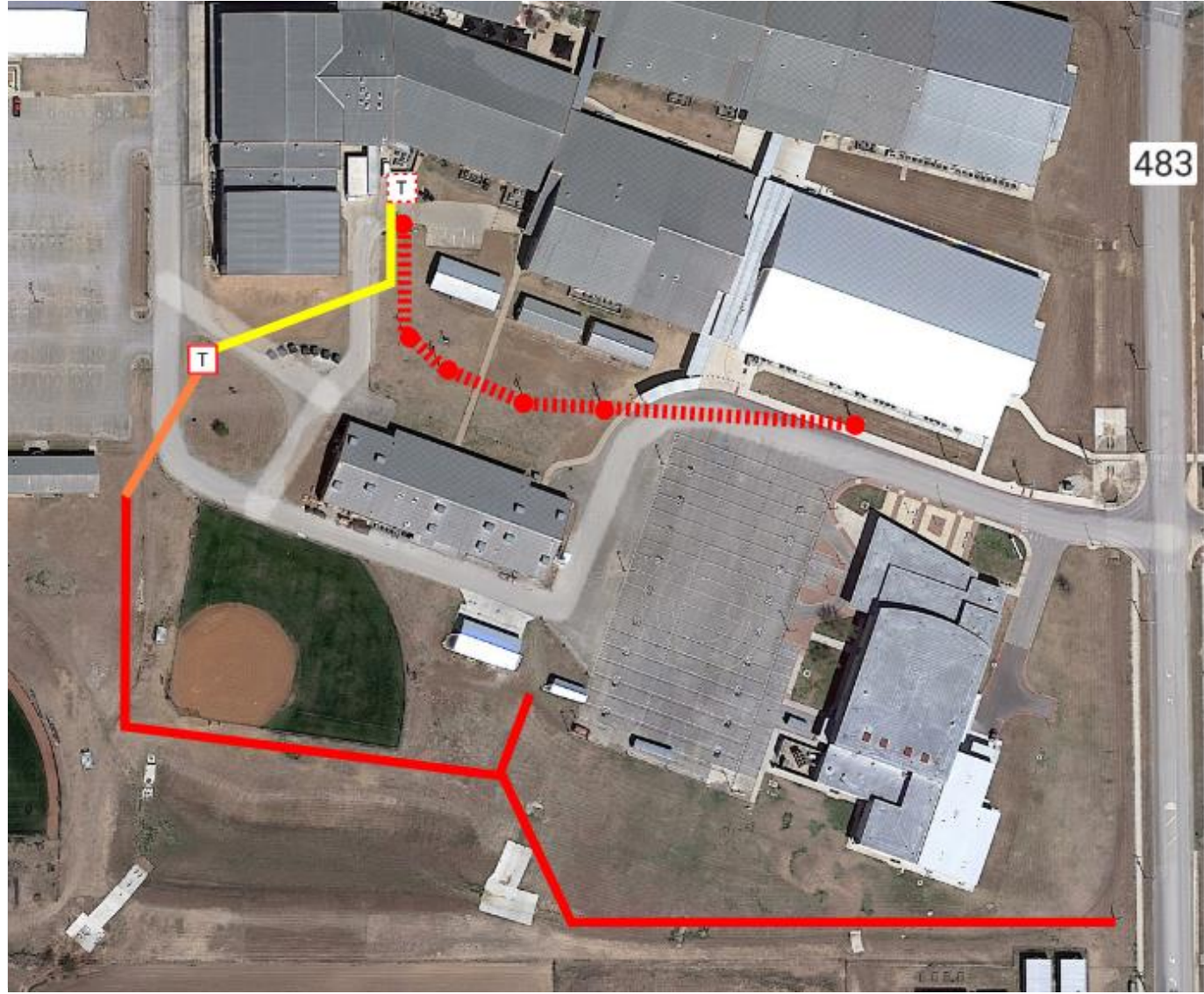


site options

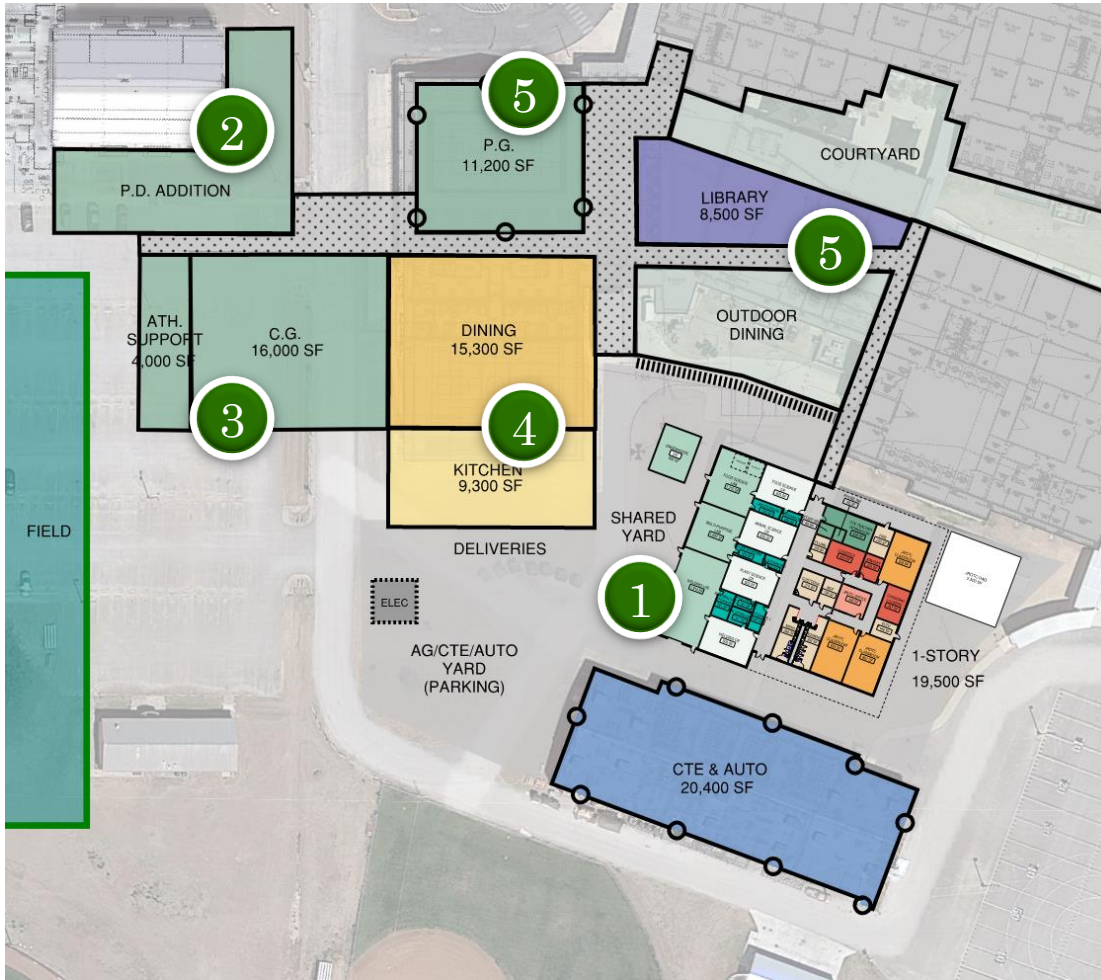
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LEGEND

-  TRANSFORMER EXISTING LOCATION
-  TRANSFORMER NEW LOCATION
-  UNDERGROUND ELECTRICAL INCLUDED IN PROJECT
-  REMOVE OVERHEAD ELECTRICAL
-  PROPOSED OVERHEAD ELECTRICAL
-  PROPOSED UNDERGROUND ELECTRICAL






electrical relocation



CONSTRUCTION PHASING

- 1 2025 Electrical Relocation
2026 Ag + JROTC
- 2 2027 - Project by Others
- 3 Future Bond
- 4 Future Bond
- 5 Future Bond

LEGEND

-  RENOVATION
-  NEW ADDITION
-  COMMON AREAS / CIRCULATION

site option C2A₁₄

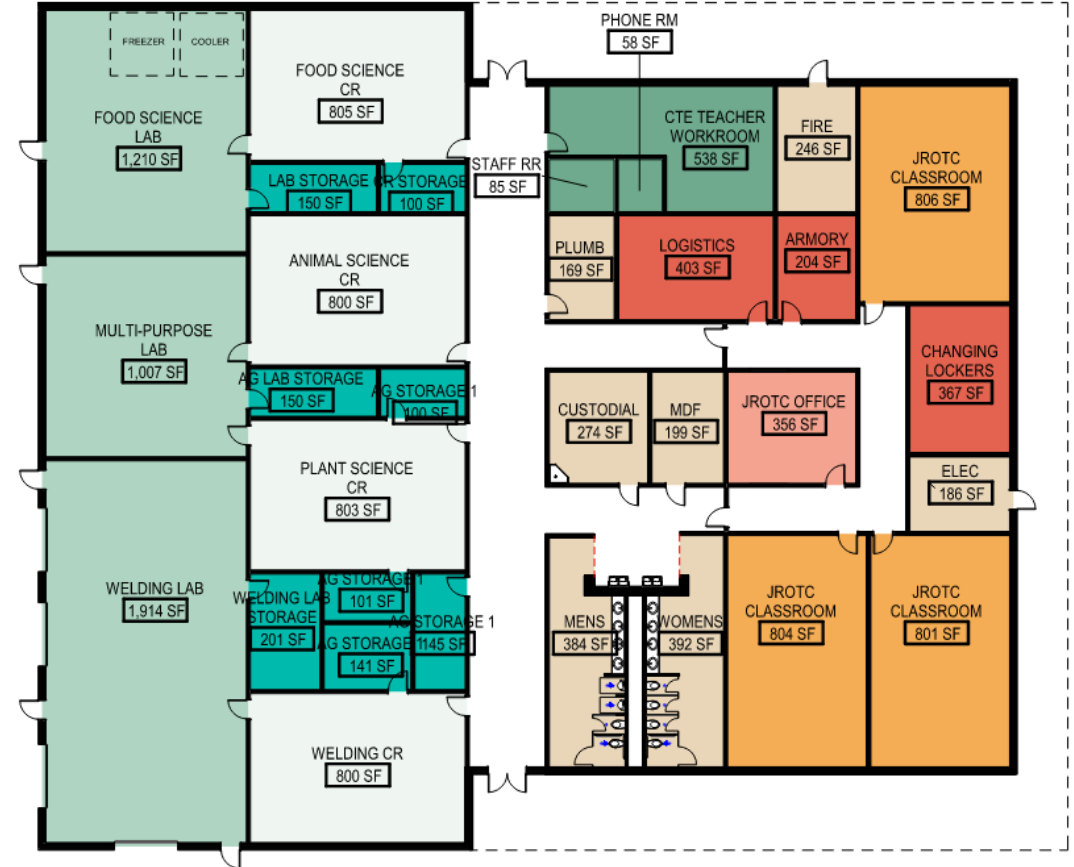


Medina Valley Independent School District
MVISD High School #1 Ag-JROTC Building Space Program

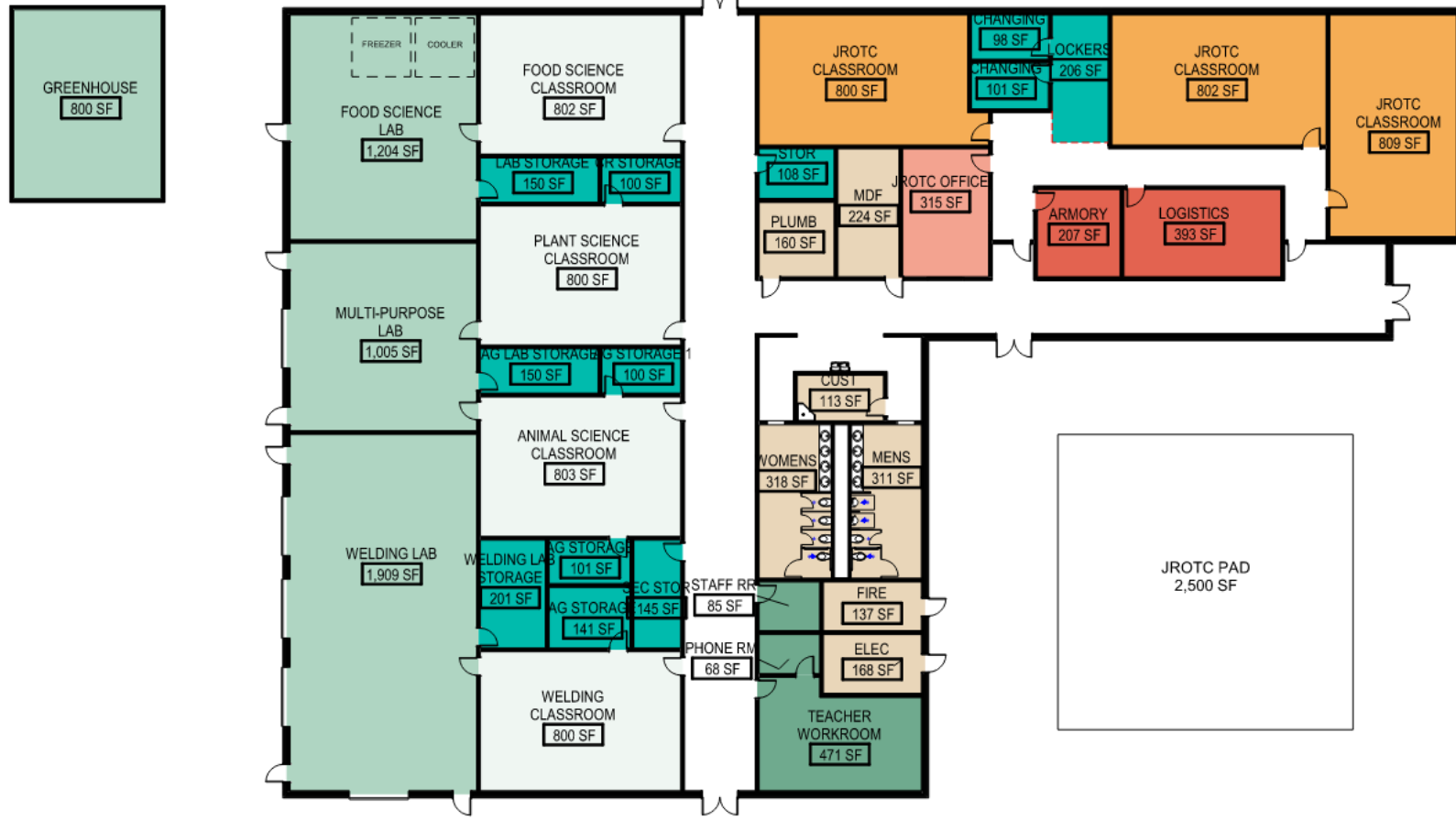
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	Qty	SF	Total SF	Notes	Student Capacity
CAREER + TECH ED (CTE)			9,830 sf		
--- Ag Sciences ---					
Classrooms	4	800 sf	3,200 sf	Food Sci., Ag Eng. (Welding), Animal Sci., Plant Sci.	100
Storage	4	100 sf	400 sf		
Multi-Purpose Lab	1	1,000 sf	1,000 sf	Animal Science & Plant Science	25
Multi-Purpose Lab Storage	1	150 sf	150 sf		
Food Science Lab	1	1,000 sf	1,000 sf		25
Food Science Lab Storage	1	150 sf	150 sf		
Freezer / Cooler	2	100 sf	200 sf		
Welding Skills Lab	1	1,900 sf	1,900 sf	Including lockers	25
Welding Lab Storage	1	200 sf	200 sf		
Secure Storage	1	150 sf	150 sf	corridor access, locked, safe	
CTE Teacher Workroom	1	680 sf	680 sf	workroom, restroom, and phone room - matching MVHS2 Program	
Green House	1	800 sf	800 sf	Stand-alone building - Alternate	
JROTC			3,625 sf		
Classroom	3	800 sf	2,400 sf		75
Office	1	300 sf	300 sf		
Logistics	1	400 sf	400 sf		
Armory	1	200 sf	200 sf	double locking capability	
Changing Room	2	100 sf	200 sf		
Lockers	25	5 sf	125 sf	15" w. 2-tier (50 lockers); could be in hallway	
BUILDING SUPPORT			1,000 sf		
Custodial Closet	1	80 sf	80 sf		
Fire Riser Room	1	80 sf	80 sf		
Mechanical Room	1	600 sf	600 sf		
Electrical Room	1	120 sf	120 sf		
IDF	1	120 sf	120 sf		
Subtotal			14,455 sf		
Circulation/Walls/Restrooms (35%)			5,059 sf		

TOTAL 19,514 sf
1 story option



space program + floor plan C2A - 1 story ¹⁵



floor plan C2B - 1 story alternative₁₆



site + floor plan- C2A

Q&A

Medina Valley ISD

Bond 2023 Summary

As of August 31, 2024

2023 Bond Projects	Original Budget	Adjusted Budget	Cumulative Encumbrances	Cumulative Expenses	Balance
High School #2	\$ 323,000,000	\$ 323,000,000	\$ 180,069,144	\$ 89,133,761	\$ 53,797,095
Traffic Improvements	\$ 4,000,000	\$ 4,000,000	\$ 196,249	\$ 1,141,958	\$ 2,661,793
Agricultural & Jr. ROTC Facility	\$ 14,000,000	\$ 14,000,000	\$ -	\$ 32,500	\$ 13,967,500
Safety & Security Projects	\$ 5,000,000	\$ 5,000,000	\$ 915,246	\$ 377,740	\$ 3,707,014
Land	\$ 30,000,000	\$ 30,000,000	\$ 93,785	\$ 12,590,877	\$ 17,315,338
Project Savings	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projects	\$ 376,000,000	\$ 376,000,000	\$ 181,274,424	\$ 103,276,836	\$ 91,448,740
Fees Associated with Sale of Bond		\$ 830,037	\$ -	\$ 830,037	\$ -
Total Bond Package	\$ 376,000,000	\$ 376,830,037	\$ 181,274,424	\$ 104,106,873	\$ 91,448,740
Bond Interest		\$ 20,714,045	\$ -	\$ -	\$ 20,714,045
Salaries	\$ -	\$ 248,474	\$ -	\$ 248,474	\$ -
Total Interest Earnings	\$ -	\$ 20,962,519	\$ -	\$ 248,474	\$ 20,714,045

**Unaudited*

*Pending August retainage and final pay applications through 8/31/2024



SUPERINTENDENT BRIEFING

September 24, 2024

Employees of the Month

September 2024

- **Castroville Elementary**
 - Professional - Ashli Bossom
 - Paraprofessional - Lisa Alvarez
- **LaCoste Elementary**
 - Professional - Kari Cordova Diaz
 - Paraprofessional - Jessica Hernandez
- **Ladera Elementary**
 - Professional - Kristin Perez
 - Paraprofessional - Dylan Fuller
- **Luckey Ranch Elementary**
 - Professional - Marissa Stein-Robles
 - Paraprofessional - Teena Pruitt
- **Silos Elementary**
 - Professional - Jenny Bowman
 - Paraprofessional- Lauren Seuferer
- **Potranco Elementary**
 - Professional - Angela Grivich
 - Paraprofessional - Rudy Robles
- **Loma Alta Middle School**
 - Professional - Amber Grant
 - Paraprofessional - Liche Paredes-Dominguez
- **Medina Valley Middle School**
 - Professional - Taylor Wheeler
 - Paraprofessional - Tara Baxter
- **Medina Valley High School**
 - Professional - Valerie Gutierrez
 - Paraprofessional - Misty Zinsmeyer

2024 National Math Star Award



Fourth grader, Roman Gardner was recognized as a 2024 National Math Star! Roman is a student at Luckey Ranch Elementary where Superintendent Dr. Caloss and Principal Raygosa gave speeches about his achievement as Roman's parents stood by his side.

Attendance Challenges

MVISD campuses are getting competitive! They are competing to see who can have the best attendance.

Castroville celebrated best attendance for the week of September 2 with a pie in the face for Ms. Butler.



Comprehensive Guide on School Attendance Video

District staff explained the important guidelines and laws surrounding school attendance. For example, the difference between an excused and unexcused absence.



Superintendent Student Advisory Council



Middle and high school students met for our first Superintendent Student Advisory Council Meeting of the school year. We have about 30 students participating this school year. 26

2024-2025

PURPLE STAR

CAMPUS DESIGNATION

LACOSTE ELEMENTARY

LADERA ELEMENTARY

LUCKEY RANCH ELEMENTARY

MEDINA VALLEY MIDDLE SCHOOL

LOMA ALTA MIDDLE SCHOOL

MEDINA VALLEY HIGH SCHOOL

Congratulations to our six campuses that received the Purple Star Campus Designation for 2024-25. This honor from the Texas Legislature recognizes schools that show their support and commitment to meeting the unique needs of military-connected students and their families!

State Accountability Update



The hearing regarding the Temporary Restraining Order on the release of the A-F Accountability Ratings was held on September 16th and 17th. The hearing concluded with no decision by the judge or a deadline for issuing a decision. The TRO that was issued on August 12th will remain in effect until a new decision or order is issued by the judge.

DISTRICT ENROLLMENT

<u>Campus</u>	5/30/24	9/16/24
Castroville Elementary	634	586
LaCoste Elementary	937	612
Ladera Elementary	929	782
Luckey Ranch Elementary	1,003	938
Potranco Elementary	946	831
Silos Elementary	—	1,005
Medina Valley Middle School	1,094	1,164
Loma Alta Middle School	946	1,036
Medina Valley High School	2,358	2,648
DISTRICT	8,847	9,602

High School #2 Naming Process



Timeline

September	Survey for Submissions
October	Committee Meeting #1
November	Committee Meeting #2
November	Committee Update Presented to School Board
December	Committee Recommendation Presented to School Board

Survey Results

- Deadline was Sept. 13
- 300 submissions
- Review the data to see which meet the board policy guidelines
- Committee will review the submissions that meet the guidelines



School Name Submissions for MVISD High School #2

Medina Valley ISD will open High School #2 in Fall 2026. To establish a name for the campus, we want to hear suggestions from our parents, staff and community.

Guidelines (Based on Board Policy CW Local):

The name shall...

- Not be the name of an individual
- Reflect the local heritage or historical significance of the school site

The deadline to submit a name suggestion is September 13.



Next steps...



- Committee made up of:
 - Parents
 - Community Members
 - Administration
- Marketing Agency will lead the committee and help guide the group through the selection process. Keeping in mind:
 - Best practices
 - Cohesiveness
 - Effectiveness

QUESTIONS?



Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

August 26, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

A **Regular Board Meeting** of the Board of Trustees was held Monday, August 26, 2024, beginning at 6:00 PM at the Medina Valley ISD Central Office Board Room.

I. First Order of Business

A Call Meeting to Order

Nathan Fillinger, Board President, called the Medina Valley ISD Regular Board Meeting to order at 6:00 pm on August 26, 2024.

B Establish a Quorum

A quorum of the Board Members were present, Jennilea Campbell, Matt Castiglione, Jason Bonney, Joe Biediger, Ben Juarez, Blane Nash and Nathan Fillinger.

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

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

II. Public Hearing for the 2024-2025 Budget and the 2024 Tax Rate

A Budget Presentation and Tax Rate Presentation – presented by Crystal Hermesch

B Receive Public Comments on the Proposed 2024-2025 Budget and the 2024 Tax Rate - there were no public comments

III. Student/Staff Recognition

A Star Students - Castroville Elementary School

B Above & Beyond Service Staff Recognition - Castroville Elementary School

IV. Public Comment - none

V. Announcements/Communications/Presentations

A Board Committee Reports

- Finance Committee presented by Blane Nash, Committee Chair
- Construction Committee presented by Joe Biediger, Committee Chair

B Construction Briefing presented by Rafael Barajas

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

C MVISD 2024-2025 Professional Learning Plan Presentation presented by Amy Millis

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

August 26, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

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

- E Superintendent Briefing presented by Dr. Caloss
 - Student Achievements
 - Staff Achievements
 - Accountability Ratings Update
 - District Enrollment Numbers

- F First Reading for District Initiated Revision for FNG (Local), GF (Local), and DGBA (Local) presented by Tanner Lange

VI. Discussion and Possible Action Items

- A Consider Approval of Minutes for Regular Board Meeting on July 29, 2024 and Special Board Meeting on August 14, 2024

Jason Bonney made a Motion, seconded by Matt Castiglione, to approve the Board Minutes for the July 29, 2024 Regular Meeting and August 14, 2024 Special Meeting as presented. All of the Board Members voted for and the Motion passed.

- B Consider Appointment of MVISD Official TASB Delegate and Alternate for the 2024 Delegate Assembly at the TASA/TASB Convention

Matt Castiglione made a Motion, seconded by Joe Biediger, to appoint Jason Bonney as the MVISD Official TASB Delegate and Jennilea Campbell as the Alternate. All of the Board Members voted for and the Motion passed.

- C Consider Approval of District Initiated Revision to MVISD Board Policy BE (Local)

Jason Bonney made a Motion, seconded by Ben Juarez, to approve the district initiated revision to MVISD Board Policy BE (Local) as presented. All of the Board Members voted for and the Motion passed.

- D Consider Resolution of Extracurricular Status of 4-H Organizations for Medina County and Bexar County

Matt Castiglione made a Motion, seconded by Jennilea Campbell, to adopt the Resolutions of Extracurricular Status of the 4-H Organizations for Medina County and Bexar County as presented. All of the Board Members voted for and the Motion passed.

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

August 26, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

E Consider Adjunct Faculty Agreements with Medina County and Bexar County
Jason Bonney made a Motion, seconded by Joe Biediger, to approve the Adjunct Faculty Agreements with Medina County and Bexar County as presented. All of the Board Members voted for and the Motion passed.

F Consider Approval for the Creation of the Additional Positions of Meal Application Clerk and Kitchen Technician to the 2024-2025 Compensation Plan
Blane Nash made a Motion, seconded by Jason Bonney, to approve the creation of the additional positions of Meal Application Clerk and Kitchen Technician to the 2024-2025 Compensation Plan as presented. All of the Board Members voted for and the Motion passed.

G Consider Approval of Additional Duty Rates for Varsity Football and Non-Varsity Football Games
Matt Castiglione made a Motion, seconded by Ben Juarez, to approve the additional duty rates for Varsity Football and Non-Varsity Football games as presented. All of the Board Members voted for and the Motion passed.

H Consider Adoption of Resolution creating The Medina Valley Independent School District Police Department
Jason Bonney made a Motion, seconded by Ben Juarez, to adopt the resolution creating the Medina Valley Independent School District Police Department as presented. All of the Board Members voted for and the Motion passed.

I Consider 2023-2024 Final Amended Budget
Blane Nash made a Motion, seconded by Jason Bonney, to approve the 2023-2024 Final Amended Budget as presented. All of the Board Members voted for and the Motion passed.

J Accept the Certified Appraisal Rolls for Medina Valley Independent School District
Blane Nash made a Motion, seconded by Joe Biediger, to accept the certified appraisal rolls for the tax year 2024 from Medina County and Bexar County for Medina Valley Independent School District as presented. All of the Board Members voted for and the Motion passed.

K Consider Resolution to Appoint the Chief Financial Officer as the Designated Officer to calculate and report the no-new-revenue tax rate and the voter-approval tax rate of the district
Matt Castiglione made a Motion, seconded by Ben Juarez, adopt the resolution to appoint the Chief Financial Officer as the Designated Officer to calculate and report the no-new-revenue tax rate and the voter-approval tax rate of Medina Valley Independent School District as presented. All of the Board Members voted for and the Motion passed.

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

August 26, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

L Consider No-New-Revenue Tax Rate and Voter-Approval Tax Rate for Tax Year 2024 for Medina Valley Independent School District

Blane Nash made a Motion, seconded by Jason Bonney, to approve the “No-New-Revenue Tax Rate” and the “Voter-Approval Tax Rate” for the Tax Year 2024 as presented. All of the Board Members voted for and the Motion passed.

M Consider Adoption of 2024-2025 Budget

Jason Bonney made a Motion, seconded by Joe Biediger, to adopt the 2024-2025 Budget as presented. All of the Board Members voted for and the Motion passed.

N Consider Approval of 2024-2025 Budget Line-Items over \$50,000

Joe Biediger made a Motion, seconded by Matt Castiglione, to approve the 2024-2025 Budget Line Items over \$50,000 as presented. All of the Board Members voted for and the Motion passed.

O Consideration and Approval of Resolution to Set the Medina Valley Independent School District Tax Rate for 2024

Matt Castiglione motion, seconded by Joe Biediger, to adopt the Resolution to Set the Medina Valley Independent School District Tax Rate of \$1.1669 for 2024, which is effectively a 13 percent increase in the tax rate. All of the Board Members voted for and the Motion passed.

Board President, Nathan Fillinger proceeded with a roll call vote:

Ben Juarez voted for, Jason Bonney voted for, Jennilea Campbell voted for, Matt Castiglione voted for, Blane Nash voted for, Joe Biediger voted for and Nathan Fillinger voted for. The Motion passed.

P Consider Adoption of Annual Resolution for the Review of the MVISD Investment Policy and Investment Strategies CDA (Local)

Blane Nash made a Motion, seconded by Jason Bonney, to adopt the annual resolution for the review of the MVISD Investment Strategies with no changes to CDA (Local) as presented. All of the Board Members voted for and the Motion passed.

Q Consider Adoption of Resolution Designating Investment Officers for Medina Valley ISD

Matt Castiglione made a Motion, seconded by Ben Juarez, to adopt the Resolution Designating Investment Officers Scott Caloss, Crystal Hermes, and Jennifer Garcia as presented. All of the Board Members voted for and the Motion passed.

R Annual Review of Investment Training

Ben Juarez made a Motion, seconded by Jason Bonney, to approve the independent sources for investment training as presented. All of the Board Members voted for and the Motion passed.

Medina Valley Independent School District
Regular School Board Meeting

Board Minutes

August 26, 2024, 6:00 PM

Medina Valley ISD Central Office Board Room

S Consider Adoption of the District's list of Qualified Investment Brokers
Joe Biediger made a Motion, seconded by Matt Castiglione, to approve the District's list of Qualified Investment Brokers as presented. All of the Board Members voted for and the Motion passed.

VII. Closed Session

Nathan Fillinger, Board President announced at 8:51 pm that the Board of Trustees would convene in closed session as authorized by Section 551.071, 551.074, 551.076, and 551.089 of the Texas Open Meetings Act to consider agenda item VII - A, B, and C. No action took place in closed session.

- A Consultation with Attorney (TX Govt. Code Section 551.071)
- B Personnel Matters: Resignations, Retirements, Leaves of Absence, Reassignments, New Employment, New Personnel Position, Duties/Responsibilities of Employees (TX Govt. Code Section 551.074)
 - Discussion regarding the hiring of the Director of Maintenance
 - 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

Board President Nathan Fillinger announced that the Board would reconvene into Open Session on August 26, 2024 at 9:38 pm.

VIII. Continued Discussion and Possible Action Items

- A Consider Approval of the Superintendent's Hiring Recommendation for the Director of Maintenance

Jennilea Campbell made a Motion, seconded by Matt Castiglione, to approve the Superintendent's hiring recommendation for the Director of Maintenance as presented in Closed Session (*Tobie Kennedy*). All of the Board Members voted for and the Motion passed.

B Consider Approval to Authorize the Appointment of Personnel as School Marshals
Jason Bonney made a Motion, seconded by Ben Juarez, to approve the appointment of School Marshals as presented in Closed Session. Board President, Nathan Fillinger proceeded with a roll call vote: Ben Juarez voted for, Jason Bonney voted for, Jennilea Campbell voted for, Matt Castiglione voted for, Blane Nash voted for, Joe Biediger voted for and Nathan Fillinger voted for. The Motion passed.

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

Board Minutes

August 26, 2024, 6:00 PM

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C Consideration of future meeting dates

The next Regular Board Meeting is scheduled for Tuesday, September 24, 2024 at 6pm. A Special Board Meeting/Workshop is scheduled for September 11, 2024 at 7pm.

IX. Adjournment

Jason Bonney made a Motion, seconded by Joe Biediger, to adjourn the Regular Board Meeting at 9:41 pm on August 26, 2024. All of the Board Members voted for and the Motion passed.

Nathan Fillinger, Board President

Jennilea Campbell, Board Secretary

Board Approved _____

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

Board Minutes

September 11, 2024, 7:00 PM

Medina Valley ISD Central Office Board Room

A **Board Special Meeting** of the Board of Trustees was held Wednesday, September 11, 2024, beginning at 7:00 PM at the Medina Valley ISD Central Office Board Room.

I. First Order of Business

A Call Meeting to Order

Nathan Fillinger, Board President, called the Medina Valley ISD Special Board Meeting to order at 7:01 pm on September 11, 2024.

B Establish a Quorum

A quorum of the Board Members were present, Jennilea Campbell, Matt Castiglione, Joe Biediger, Jason Bonney, Ben Juarez, Blane Nash and Nathan Fillinger.

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

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

II. Public Comment - none

III. Discussion and Possible Action Items

A Consider Approval of the Inter-Local Agreement with the Medina County Sheriff's Office for SRO Services

Dr. Caloss announced that this item would come to the Board at a future meeting.

IV. Medina Valley ISD Scorecard Workshop - Team Building Part 1

V. Adjournment

Matt Castiglione made a Motion, seconded by Jason Bonney, to adjourn the Special Board Meeting at 8:48 pm on September 11, 2024. All of the Board Members voted for and the Motion passed.

Nathan Fillinger, Board President

Jennilea Campbell, Board Secretary

Board Approved _____



Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: 9/24/2024

Agenda Item: Consider approving Foreign Exchange Student Waiver

Background Information:

At the July 29, 2024 Regular Board Meeting the Board approved the submission of the Foreign Exchange Student Waiver, limiting the number of foreign exchange students to 2. This waiver was denied by TEA. High school student enrollment continues to exceed the capacity of the current building even with the addition of the 4 portables (8 classrooms). Currently, there is no limit on the number of foreign exchange students that can enroll in our district. We would like submit a new waiver to TEA, requesting the ability to limit the number of foreign exchange students to 5 per year to help with overcrowding in our classrooms, hallways, and cafeteria.

Supporting Document(s):

- Foreign Exchange Student Waiver

Recommendation:

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



Waivers

2024-2025 Application for Foreign Exchange Student Waiver (5 or More Per High School)

Waiver ID: 78217

Application Information

Category: Expedited
Creation Date: 8/18/2024

Creator: Brandi Hendrix, District Editor
Approving Superintendent:

Status: Draft
Assigned To: Brandi Hendrix

LEA Contact

Full Name: Brandi Hendrix
Phone: (830) 931-2243 Ext: 1101
Email: brandi.hendrix@mvisd.org

LEA Information

LEA: MEDINA VALLEY ISD (163908)
Address: 8449 F M 471 S, CASTROVILLE, TX 78009-9531
Phone: (830) 931-2243

Date of LEA Board of Trustees Approval

Date:

Information

The waiver is subject to the provisions in the guidelines and FAQ.
<https://tea.texas.gov/interiorpage.aspx?id=7085#FES>

Pursuant to TEC §25.001(e) this expedited waiver allows the district to limit the number of foreign exchange students to a number that is not less than five per high school. An application to limit the number to less than five per high school must be submitted as a general waiver.

Waiver Details

Number of Students Requested per high school: 5

Reasons:

- create a financial or staffing hardship for the district
- diminish the district's ability to provide high quality educational services for the district's domestic students
- require domestic students to compete with foreign exchange students for educational resources

Requested Years

2024-2025
2025-2026
2026-2027

LEA Attachments (0)

There are no LEA attachments.



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: 9/24/24

Agenda Item: Consider Approval of District Initiated MVISD Board Policy Revisions for FNG (Local), GF (Local), and DGBA (Local)

Background Information:

The district has initiated revisions to MVISD Board Policy regarding grievances particularly FNG (Local), GF (Local), and DGBA (Local).

Revisions include:

- Only the requested remedies and outcomes listed in the Level One form will be considered and addressed during the grievance process and any subsequent appeal. No new remedies or outcomes can be requested on appeal. Any such requests will be dismissed, and the individual will be instructed to submit their new requests to be reviewed at Level One.
- The administrator shall make an audio recording of the Level One and Two conferences
- In accordance with FNG(LEGAL), the Board is not required to address a complaint concerning a student's participation in an extracurricular activity that does not involve a violation of a right guaranteed by Chapter 26. Complaints regarding extracurricular activities shall be addressed by the District's extracurricular activity committee established by the Superintendent. The decision of the extracurricular activity committee shall be final.

Supporting Document(s):

- Revised versions of FNG (Local), GF (Local), and DGBA (Local)

Recommendation:

It is recommended that the Board of Trustees approve District Initiated MVISD Board Policy Revisions for FNG (Local), GF (Local), and DGBA (Local) as presented.

PROPOSED REVISIONS

Complaints

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

Other Complaint Processes

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

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

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

10. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

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

**Extracurricular
Activity Complaints**

For a complaint concerning a student's participation in an extracurricular activity that does not involve a violation of a right guaranteed by Education Code Chapter 26, the Level Two decision is final and may not be appealed to the Board.

For illustrative purposes only, the Board shall not hear the following types of complaints related to a student's participation in an extracurricular activity:

- (1) Playing Time or Selection. The Board shall not hear complaints about a student's playing time, selection for a team, or position within an extracurricular activity.**
- (2) Team Membership or Roster Decisions: The board shall not hear complaints about a student not being chosen for a team, or being removed from a roster when that decision falls within the sound extracurricular sponsor/coach's discretion.**
- (3) Sponsor/Coaching Style or Tactics. The Board shall not hear complaints about an extracurricular sponsor/coach's methods, strategies, or decisions**

during practices or games that do not violate any Board policy.

(4) Eligibility Determinations. The Board shall not hear complaints about an extracurricular sponsor/coach's determination of student eligibility based on academic performance, attendance, or adherence to the extracurricular activity's handbook.

Notice to Students and Parents

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

Guiding Principles

Informal Process

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

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

Formal Process

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

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

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

Freedom from Retaliation

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

General Provisions

Filing

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

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

Scheduling Conferences	The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.
Response	At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.
Days	"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."
Representative	<p>"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.</p> <p>The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

Complaint and
Appeal Forms

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

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

Only the requested remedies and outcomes listed in the complaint form shall be considered and addressed during the grievance process and any subsequent appeal. No new remedies or outcomes can be requested on appeal. Any such requests shall be dismissed and the individual shall be instructed to submit a new complaint form to be reviewed at Level One.

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

Level One

Complaint forms must be filed:

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

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

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

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

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

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

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

Level Two

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

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

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

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
- ~~3.4.~~ The audio recording of the Level One conference.
- 4.5. All other documents relied upon by the Level One administrator in reaching the Level One decision.

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

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider

the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

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

Level Three

With the exception of complaints regarding extracurricular activities, described above, if the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

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

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

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

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.

~~3.4.~~ The audio recording of the Level Two conference.

~~4.5.~~ All other documents relied upon by the administration in reaching the Level Two decision.

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

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

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

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

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

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

PROPOSED REVISIONS

Complaints

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

Other Complaint Processes

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

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

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

Guiding Principles

Informal Process

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

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

Formal Process

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

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

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

Freedom from Retaliation

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

General Provisions

Filing

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

Scheduling
Conferences

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

Response

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

Days

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

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

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

Consolidating
Complaints

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

Untimely Filings

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

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

Costs Incurred

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

Complaint and Appeal Forms

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

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

Only the requested remedies and outcomes listed in the complaint form shall be considered and addressed during the grievance process and any subsequent appeal. No new remedies or outcomes can be requested on appeal. Any such requests shall be dismissed and the individual shall be instructed to submit a new complaint form to be reviewed at Level One.

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

Level One

Complaint forms must be filed:

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

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

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint

form was received and immediately forward the complaint form to the appropriate administrator.

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

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

Level Two

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

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

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

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
- ~~3.~~ 3. The written response issued at Level One and any attachments.
- ~~3.4.~~ 3.4. The audio recording of the Level One conference.
- ~~4.5.~~ 4.5. All other documents relied upon by the Level One administrator in reaching the Level One decision.

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

administration for the Level One decision. The Superintendent or designee shall make an audio recording of the Level Two conference and may set reasonable time limits for the conference.

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

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

Level Three

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

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

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

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

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.

~~3.4.~~ The audio recording of the Level Two conference.

~~4.5.~~ All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual

notice of the nature of the evidence at least three days before the hearing.

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

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

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

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

PROPOSED REVISIONS

Complaints

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

Other Complaint Processes

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

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

Notice to Employees

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

Guiding Principles

Informal Process

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

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

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

Direct Communication with Board Members	Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.
Formal Process	<p>An employee may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.</p>
Freedom from Retaliation	Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.
Whistleblower Complaints	Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]
Complaints Against Supervisors	Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaint forms alleging a violation of law by the Superintendent may be submitted directly to the Board or designee.
General Provisions Filing	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.
Scheduling Conferences	The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the employee’s absence.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

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

Complaint and
Appeal Forms

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

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

Only the requested remedies and outcomes listed in the complaint form shall be considered and addressed during the grievance process and any subsequent appeal. No new remedies or outcomes can be requested on appeal. Any such requests shall be dismissed and the individual shall be instructed to submit a new complaint form to be reviewed at Level One.

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

Audio Recording

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

Level One

Complaint forms must be filed:

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

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

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

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint

form was received and immediately forward the complaint form to the appropriate administrator.

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

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

Level Two

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

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

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

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
- ~~3.~~ 3. The written response issued at Level One and any attachments.
- ~~3.4.~~ 3.4. The audio recording of the Level One conference.
- ~~4.5.~~ 4.5. All other documents relied upon by the Level One administrator in reaching the Level One decision.

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

administration for the Level One decision. The Superintendent or designee shall make an audio recording of the Level Two conference and may set reasonable time limits for the conference.

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

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

Level Three

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

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

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

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

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.

~~3.4.~~ The audio recording of the Level Two conference.

~~4.5.~~ All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee

notice of the nature of the evidence at least three days before the hearing.

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

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

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

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



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: September 24, 2024

Agenda item: Consider approval of the Amended Interlocal Agreement (ILA) between Medina Valley ISD and the Medina County Sheriff's Office

Background Information

In conjunction with the requirements set forth with Texas Education Code Section 37.0814, SB 1371 and HB 3, the Board of Trustees for each school district shall ensure at least one security officer carrying a handgun is present during the regular school hours at each District campus. A security officer must be: a school district peace officer; a school resource officer; a commissioned peace officer. The District would like to continue to partner with the Medina County Sheriff's Office to provide SROs for the 2024-2025 school year as detailed in the ILA, which is attached as a supporting document. The Texas State School Safety Center recommends it is best practice for School Districts to review the ILA on a yearly basis.

Administrative Consideration

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

Supporting Documents

Amended ILA with MVISD and the Medina County Sheriff's Office

Recommendation:

I move that the Board approve the amended ILA with MVISD and Medina County Sheriff's Office as presented.

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

This Agreement is made on the ____ day of _____, 2024, by and between the County of Medina (“Medina County” or “County”) and the Medina Valley Independent School District (“Medina Valley ISD,” “MVISD” or “District”), each a political subdivision of the State of Texas and a “Party” hereunder, collectively referred to herein as “Parties”.

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

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

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

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

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

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

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

ARTICLE 1
SERVICES TO BE PROVIDED BY MEDINA COUNTY

Section 1.01 Campus Security. Medina County agrees to initially provide seven (7) peace officers to serve at Medina Valley ISD campuses at the beginning of the 2024-2025 School Year as authorized by the Board of Trustees.

As requested by the District, two (2) peace officers shall serve from the beginning of the 2024-2025 school year until December 1, 2024. Five (5) peace officers shall serve from the beginning of the 2024-2025 school year until June 1, 2025.

Medina Valley ISD shall have the discretion to assign and allocate peace officers to specific campuses.

Due to the temporary nature of SRO positions that Medina County deputies are being asked to fill, and to avoid the eventual dismissal of these deputies hired to serve the District, the Medina County Sheriff shall have the discretion to reassign SROs serving at MVISD campuses to fill positions within the Medina County Sheriff's Office as job openings become available. The Sheriff shall have no obligation to fill vacant MVISD SRO positions should a deputy resign or be reassigned by the Sheriff. In such case, MVISD shall assume the obligation to fill the vacant SRO position as part of the District's transition to its own security team.

The assigned officer shall provide services during regular school hours every day classes are in session, unless extended in accordance with Section 1.02 below. Pursuant to Texas Education Code Section 37.081, the Board of Trustees of Medina Valley ISD has determined that the law enforcement duties of assigned peace officers, school resource officers, and security personnel shall be those duties defined in Medina Valley policy CKE(LOCAL) outlined in Exhibit "A" attached hereto and incorporated herein for all purposes.

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

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

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

ARTICLE 2
OBLIGATIONS ASSUMED BY MEDINA VALLEY ISD

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

ARTICLE 3
CONSIDERATION AND REVIEW

Section 3.01 Consideration. Medina Valley ISD agrees to pay, as consideration for the services provided under this Agreement, the actual direct costs incurred by the Medina County Sheriff’s Office including the budgeted salary, overtime, payroll, and benefits of any and all Medina County Sheriff s personnel assigned to Medina Valley ISD under this Agreement. The costs shall be calculated using a proportionate cost allocation methodology that reflects only the direct expenses of the services provided.

If, during the term of this Agreement, the Sheriff reassigns an SRO to another position within the Medina County Sheriff’s Office or if a deputy resigns his/her MVISD SRO position, Medina Valley ISD shall not be obligated to pay for the vacant SRO position. MVISD shall not be liable for any costs beyond those directly attributable to the SRO services provided. The payment for services shall be as follows:

Service Date	SROs	Mos.	Monthly Salary Cost	Vehicle Expense per SRO
8/1/2024 - 12/1/2024	2	4	2 x 4 = 8	2 x \$150 x 4 months = \$1,200.00
8/1/2024 – 06/1/2025	5	10	5 x 10 = 50	5 x \$150 x 10 months = \$7,500.00

Medina Valley ISD agrees to make monthly payments upon receipt of invoices from Medina County. Medina Valley ISD shall pay Medina County within fifteen (15) days of receipt of invoices by the Medina Valley ISD business office.

Section 3.02 Review and Renewal. No later than thirty (30) days prior to the annual renewal date of this Agreement, either Medina County or Medina Valley ISD may give written notice to the other Party requesting a formal review of the respective performances and issues pertaining to this Agreement. Such review, if any, shall be accomplished administratively and, upon the request of either Party, an amendment shall be considered by the respective governing bodies of the Parties. This 2024-2025 Interlocal Agreement amends the 2023-2024 Interlocal Agreement. Both Parties stipulate that this amended 2024-2025 Interlocal Agreement complies with the review and renewal provisions set forth between the Parties in prior versions of this Agreement.

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

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

ARTICLE 4
TERM OF AGREEMENT AND REVIEW

Section 4.01 Term of Agreement. Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, this Agreement shall commence on the 1st day of August 2024. The contract expires at midnight on May 31, 2025.

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

ARTICLE 5
INSURANCE AND INDEMNIFICATION

Section 5.01 Governmental Services. Notwithstanding any provision to the contrary herein, this Agreement is a contract for the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and Medina County and Medina

Valley ISD shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

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

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

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

ARTICLE 6 **MISCELLANEOUS**

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

Article 6.02 Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty, responsibility or right as to either Medina Valley ISD or Medina County except with respect to the use and general provision of the services specifically set forth in this

Agreement. This Agreement does not and shall not be interpreted to limit or extend any governmental or proprietary authority for or with respect to the provision of any service or the undertaking of any function or level of service except as specifically set forth herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

{SIGNATURE PAGE FOLLOWS}

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

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees
Date: _____

By: _____
Secretary, Board of Trustees

COUNTY OF MEDINA, TEXAS

By: _____
County Judge
Date: _____

By: _____
County Clerk

EXHIBIT “A”

Security Personnel

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

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

The law enforcement duties of school resource officers are:

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

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

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

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

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

- To take action against unauthorized persons on MVISD property.

MVISD Student Code of Conduct has this statement:

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



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: September 24, 2024

Agenda item: Consider approval of the contractor for the District Wide Access Controls Project

Background Information

With the passage of the 2023 MVISD Bond, \$5 million dollars was allocated to safety and security upgrades which encompassed access controls and security camera systems upgrades. \$2.5 million dollars would be allocated to each project. Based upon evaluations the safety department is recommending contracting with Digital Air Control, Inc. for the purchase of access controls, components, systems, hardware, programming, training, and installations throughout the district.

Administrative Consideration

The District received two bids for the project, one from Alterman and one from Digital Air Control, Inc. The safety department, in coordination with the technology, construction and operations departments, evaluated the bids and interviewed both contractors with price breakdowns. As a result, the Safety Department recommends the District approve DAC for security systems access controls upgrades and district-wide implementation and installation of access controls systems.

Supporting Documents

RFCSP and submitted bid from the contractor.

Alterman— \$3,118,800.00

DAC— \$2,297,113.80

Recommendation:

It is recommended that the Board of Trustees approve the bid from Digital Air Control, Inc. to purchase access controls systems, components, hardware, programming, training, and installation services as presented.



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: September 24, 2024

Agenda Item: Consider approval of Proposer for the RFQ for Professional Architectural Design and Consulting Services RFQ #24-004.

Background Information:

After the passage of the 2024 MVISD Bond, MVISD staff advertised for professional architectural services in order to generate a preselected and qualified group of architectural firms to assist in the design of the remaining 2024 bond projects or any other capital improvement project that will required a design professional.

Administrative Consideration:

- RFQ 24-004 – Professional Architectural Design and Consulting Services was advertised on July 9, 2024 and proposers submitted their qualifications on August 9, 2024.
- The RFQ included the submission of two pools. Design professionals without limit to a particular project budget and design professionals with a project budget limit of \$3 Million.
- Proposers were evaluated with the following selection criteria:

CRITERIA	WEIGHT
Firm's Profile	30 points
Firm's Capacity	15 points
Firm's Consultant Team	10 points
Firm's Experience	40 points
Completeness of RFQ	5 points

- A school district may not construct a public work involving engineering in which the public health, welfare, or safety is involved unless the engineering plans, specifications, and estimates have been prepared by an engineer, and the engineering construction is performed under the direct supervision of an engineer. Tex. Occ. Code § 1001.407.
- 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)).
- A school district must first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications and then attempt to negotiate a contract at a fair and reasonable price. (Tex. Gov't Code 2254.004(a)).



Supporting Document(s):

- RFQ 24-004 Evaluation Criteria Summary.

Recommendation:

It is recommended that the Board of Trustees approve the following architectural firms based on the qualification provided and ranked by District staff.

No project budget limit

- PBK Architects, Inc.
- Huckabee & Associates, Inc.
- LPA, Inc.
- Pfluger Architects, Inc.
- Corgan
- VLK Architects, LLC.
- Alamo Architects, Inc.
- Stantec Architecture, Inc.
- RVK Architecture
- O'Connell Robertson
- Garza Bomberger and Associates, Inc.

Projects with budget of \$3M or less

- Chesney Morales Partners, Inc.
- GX2 Architects

RFQ #24-004
Evaluation Summary

Lead Firms Submitting for No Project Budget Limit																	
Criteria	Max Points	PBK	KNRG	Huckabee	Able City	Garza	LPA	Pflueger	Corgan	VLK	Alamo	Stantec	TBA Douglas	RVK	Alta	OCR	GBA
Firms P'rofile	30	28.17	25.17	30.00	21.67	22.17	28.75	29.17	27.50	28.17	25.42	28.00	21.58	29.42	18.83	30.00	28.17
Firms Capacity	15	14	13.5	14	13	15	15	14	15	15	15	13	14.5	14	14	15	13
Preferred Design Consultants	10	7.33	6.67	10.00	10.00	8.33	8.33	10.00	10.00	10.00	8.33	10.00	10.00	10.00	1.67	10.00	8.33
Firm's Experience	40	35.9	27.9	36.5	28.8	24.45	36.8	35.4	34.8	35	32	29.7	26.5	35	25.6	37.6	32.1
RFQ Completeness	5	5.00	4.57	5.00	4.64	4.86	6.00	5.93	4.21	4.71	5.00	4.64	5.71	4.86	3.86	5.00	4.00
Total:	100.00	90.40	77.80	95.50	78.11	74.81	94.88	94.50	91.51	92.88	85.75	85.34	78.30	93.27	63.96	97.60	85.60

Lead Firms Submitting for Project Limit of \$3M or Less				
Criteria	Max Points	CMP	CX2	Demumbrun
Firms Profile	30	30.00	27.92	29.17
Firms Capacity	15	15	15	13.75
Preferred Design Consultants	10	10.00	10.00	8.33
Firm's Experience	40	32.90	30.48	28.00
RFQ Completeness	5	4.86	4.86	3.79
Total:	100.00	92.76	88.25	83.04



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: September 24, 2024

Agenda item: Consider approval of Substantial Completion for the MVHS Stadium Turf Project.

Background Information:

WR Griggs Construction was awarded the contract by the MVISD Board to provide construction services on the Medina Valley High School Stadium Turf Project. The project scope including the installation of a synthetic turf playfield at the existing MVHS stadium and re-routing of existing utilities within the field

Administrative Consideration:

- The project has been completed and a certificate of substantial completion has been issued by MTR engineers.
- Substantial completion of the playfield was certified on August 17, 2024 and all remaining work outside of the playfield on August 21, 2024
- District staff will bring a final change order for any unused contingency at a later date for Board approval

Supporting Document(s):

- AIA Document G704-2017 certificate 1
- AIA Document G704-2017 certificate 2

Recommendation:

It is recommended that the Board of Trustees approve the certificate of substantial completion between District and WR Griggs Construction Company, LLC



AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Medina Valley Independent School District High School 1 Football Field Improvements Castroville, Texas 78009	CONTRACT INFORMATION: Contract For: General Construction Date: February 2, 2024	CERTIFICATE INFORMATION: Certificate Number: 001 Date: August 19, 2024
OWNER: <i>(name and address)</i> Medina Valley Independent School District 8449 FM 471 S. Castroville, Texas 78009	ARCHITECT: <i>(name and address)</i> Moy Tarin Ramirez Engineers, LLC. 12770 Cimarron Path, Suite 100 San Antonio, Texas 78249	CONTRACTOR: <i>(name and address)</i> WR Griggs Construction Company, Inc. P.O. Box 491 Castroville, Texas 78009

The Work identified below has been reviewed and found, to the Architect’s best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

All above ground work within the limits of the 6' high fence surrounding the football field.

Moy Tarin Ramirez
Engineers, LLC.

Nicholas Van Delist, PE,
CFM, LEED AP, Senior
Vice President

August 17, 2024

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

Field warranties will take effect 08/17/2024, final substantial completion of all remaining work will be conducted 08/21/2024.

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

Medina Valley ISD High School 1 Football Field Improvements partial substantial completion punch list attached.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ten (10) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$10,000.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner’s and Contractor’s legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

WR Griggs Construction
Company, LLC

CONTRACTOR (*Firm
Name*)

Medina Valley Independent
School District

OWNER (*Firm Name*)



SIGNATURE

Troy D Griggs

PRINTED NAME AND TITLE

8/21/2024

DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE



AIA[®]

Document G704[®] – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
Medina Valley Independent School District
High School 1
Football Field Improvements
Castroville, Texas 78009

CONTRACT INFORMATION:
Contract For: General Construction

CERTIFICATE INFORMATION:
Certificate Number: 002

Date: February 2, 2024

Date: September 12, 2024

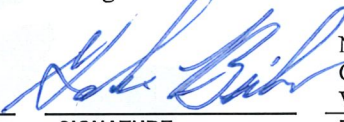
OWNER: *(name and address)*
Medina Valley Independent School District
8449 FM 471 S.
Castroville, Texas 78009

ARCHITECT: *(name and address)*
Moy Tarin Ramirez Engineers, LLC.
12770 Cimarron Path, Suite 100
San Antonio, Texas 78249

CONTRACTOR: *(name and address)*
WR Griggs Construction Company, Inc.
P.O. Box 491
Castroville, Texas 78009

The Work identified below has been reviewed and found, to the Architect’s best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

All underground work and above ground work outside the limits of the 6' high fence surrounding the football field.

Moy Tarin Ramirez Engineers, LLC.		Nicholas Van Delist, PE, CFM, LEED AP, Senior Vice President	August 21, 2024
ARCHITECT <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

Gabe Birubann for N.V.

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

Field warranties will take effect 08/17/2024, final substantial completion of all remaining work will be conducted 08/21/2024.

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

Medina Valley ISD High School 1 Football Field Improvements partial substantial completion punch list attached.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ten (10) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$10,000.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner’s and Contractor’s legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

WR Griggs Construction
Company, LLC

CONTRACTOR (*Firm
Name*)

Medina Valley Independent
School District

OWNER (*Firm Name*)



SIGNATURE

Troy D Griggs, VP

PRINTED NAME AND TITLE

9/12/2024

DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE



Agenda Item Memorandum

To: MVISD Board of Trustees

Date: September 24, 2024

Agenda Item: Consider approval of Substantial Completion for the MVHS Portable Utilities Project.

Background Information:

Marksmen General Contractors was awarded the contract by the MVISD Board to provide construction services on the Medina Valley High Portable Utilities Project. The project scope including the installation of electrical service, fire alarm, and intercom for classroom portables buildings as well as water and sewer connections for the portable restroom and portable workroom buildings.

Administrative Consideration:

- The project has been completed and a certificate of substantial completion has been issued by MTR engineers.
- Substantial completion of the project was certified on August 1, 2024.
- District staff will bring a final change order for any unused contingency at a later date for Board approval.

Supporting Document(s):

- AIA G704 - Certificate of Substantial Completion

Recommendation:

It is recommended that the Board of Trustees approve the certificate of substantial completion between District and Marksmen General Contractors.



AIA[®]

Document G704[®] – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

MVISD Portables
8365 FM 471 S.
Castroville, TX 78009

CONTRACT INFORMATION:

Contract For: General Construction
Date: May 15, 2024

CERTIFICATE INFORMATION:

Certificate Number: 001
Date: September 17, 2024

OWNER: *(name and address)*

Medina Valley Independent School
District
844 FM 471 S,
Castroville, TX 78009

ARCHITECT: *(name and address)*

Moy Tarin Ramirez Engineers, LLC
12770 Cimarron Path, Suite 100
San Antonio, TX 78249

CONTRACTOR: *(name and address)*

Marksman General Contractors, LLC
24165 IH-10, Suite 217 PMB 744
San Antonio, TX 78257

The Work identified below has been reviewed and found, to the Architect’s best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

All work included in the MVISD Portables construction documents.

Moy Tarin Ramirez
Engineers, LLC

ARCHITECT *(Firm Name)*

SIGNATURE

Nick VanDelist,
P.E.,CFM, LEED AP,
Vice President

PRINTED NAME AND TITLE

August 1, 2024

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

See attached Cleary Zimmermann Engineers Substantial Completion Punchlist.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ten (10) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$10,000.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner’s and Contractor’s legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Marksmen General
Contractors, LLC

CONTRACTOR (*Firm
Name*)

Medina Valley Independent
School District

OWNER (*Firm Name*)

SIGNATURE

PRINTED NAME AND TITLE

DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE



1344 S. Flores, Ste. 101, San Antonio, TX 78204
 P: 210.447.6100 | TBPE No. F-9357

Punch List - Substantial Completion Re-Walk

Trade/Area:	Electrical/Fire Alarm
Project Name:	MVISD Portables
Project No.:	240046
Date:	8/12/2024
Reviewer:	Mark Leavitt, CA

GENERAL NOTE: Pending one outstanding item on this punch list, to be confirmed as completed with visual documentation supplied by Marksmen, this punch list is complete and there is no requirement on the part of Cleary Zimmermann to perform another site walk, with the understanding that all local AHJ and NFPA 70 code requirements are met.

Item Description	Corrected	Contractor Approved	Engineer Approved
Comm Pad			
Disconnect Switch DPP1 needs ground rod and grounding conductor installed, per Sheet E401, detail 1, keyed note #9	✓	✓	✓
Transformer standard cover needs to be replaced with rainguard cover to achieve full NEMA 3R rating. NOTE: Upon review of manufacturer information supplied by Marksmen, Cleary Zimmermann confirmed the transformer conforms to NEMA 3R rating requirements as installed.	✓	✓	✓
Install GFCI service receptacle, per Sheet E401, keyed note #13	✓	✓	✓
Grounding conductor connections to ground rods should be exothermically welded	✓	✓	✓
Panel DPP1 - use phasing tape to phase conductors correctly at points of termination (A phase - black, B phase - red, C phase - blue)	✓	✓	✓
Fire Alarm terminal blocks for conductor splices are mounted on scrap plywood within quazite box, which is considered "wet location." Provide mounting option that meets "wet location" weather rating. NOTE: Marksmen informed Cleary Zimmermann that the Fire Alarm contractor has ordered material needed to correct this punch item, but does not have material in possession yet to perform installation. Marksmen to provide Cleary Zimmermann with visual documentation of corrective action upon completion.	Marksmen to provide visual documentation of corrective action upon completion.	Marksmen to provide visual documentation of corrective action upon completion.	Marksmen to provide visual documentation of corrective action upon completion.

Portable 6			
Gasket on disconnect switch Myers hub not sitting properly	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide better seal around 2" conduit penetration into portable	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Exothermically weld grounding conductor to ground rod	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tighten LB cover above disconnect switch	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Disconnect Switch – use phasing tape to phase conductors correctly at points of termination (A phase – black, B phase – red, C phase – blue)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Portable 5			
Provide better seal around 2" conduit penetration into portable	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Exothermically weld grounding conductor to ground rod	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Disconnect Switch – use phasing tape to phase conductors correctly at points of termination (A phase – black, B phase – red, C phase – blue)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Portable 4			
Provide better seal around 2" conduit penetration into portable	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Exothermically weld grounding conductor to ground rod	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Disconnect Switch – use phasing tape to phase conductors correctly at points of termination (A phase – black, B phase – red, C phase – blue)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Portable 3			
Provide better seal around 2" conduit penetration into portable	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Exothermically weld grounding conductor to ground rod	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Secure cable within disconnect switch so that it doesn't push cover open	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide adequate knockout seal appropriate for environment at bottom of disconnect switch	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Disconnect Switch – use phasing tape to phase conductors correctly at points of termination (A phase – black, B phase – red, C phase – blue)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Portable 2			
Provide better seal around power conduit penetrations into portable	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Exothermically weld grounding conductor to ground-red	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Exterior Panel--use phasing tape to phase conductors correctly at points of termination (A phase--black, B-phase--red, C phase--blue)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide conduit strapping within 3 feet of gutter box for Data, Fire Alarm, PA conduits	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Portable 1			
Exothermically weld grounding conductor to ground-red	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Exterior Panel--use phasing tape to phase conductors correctly at points of termination (A phase--black, B-phase--red, C phase--blue)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Exterior Panel--replace indoor rated KO seal with weatherproof KO seal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Replace cover on Data, Fire Alarm, PA gutter	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>



Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: September 24, 2024

Agenda item: Consider adoption of resolution to authorize the purchase of approximately 46.4 acres in Bexar County.

Background Information

On behalf of the district Endura has been in discussions with the seller of a piece of property that is approximately 46.4 acres in Bexar County. This property would be a future school site(s) paid for with 2023 Bond Funds. This resolution would authorize the Superintendent to negotiate and sign a real-estate sales contract with the sell and tender the purchase price and other costs and execute closing on behalf of the district.

Administrative Consideration

This location would be an ideal location for a future Middle School and Elementary School.

Supporting Documents

Resolution authorizing the purchase

Recommendation

Administration recommends that the Board adopt the resolution authorizing the Superintendent to negotiate, sign the real-estate contract and tender the purchase price and other costs, and execute closing on behalf of the district on a piece of property in Bexar County that is approximately 46.4 acres.

**MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

RESOLUTION TO PURCHASE REAL PROPERTY

WHEREAS, pursuant to Texas Education Code Section 11.151, the Board of Trustees of the Medina Valley Independent School District (“District”) is authorized to acquire and hold real and personal property;

WHEREAS, the Board of Trustees is currently acquiring real property for the construction of facilities to meet the educational needs of the students residing in the District;

WHEREAS, approximately 46.4 acres of land and all improvements thereon and located in the Bexar County, Texas is currently for sale by HDC HWY 211 LLC, and is more particularly described as follows:

approximately 46.4 acres out of the Robert Lewis Survey No. 63, Abstract No. 422, County Block 4341, Bexar County, Texas, and being conveyed from Convergence Brass, LLC to HDC HWY 211 LLC of record in Document Number 20240004273 of the Official Public Records of Bexar County, Texas

Be it resolved,

1. That the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.

2. That the Board of Trustees of the Medina Valley Independent School District approves and authorizes the purchase of the Property described herein for \$4,625,000 (Four Million Six Hundred Twenty-Five Thousand Dollars).

3. That the Superintendent is authorized to move forward with the purchase of the District’s counsel, for purchase of the Property on behalf of the Board, to tender the purchase price of the Property and the amount of closing and other costs to the title company for payment to the Seller of the Property, and to execute any documents necessary to effect the purchase of the Property, including a Development and Escrow Agreement.

4. That it is hereby found, determined and declared that a sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees of the Medina Valley Independent School District at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting as required by chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

FINALLY PASSED AND ADOPTED this ____day of September 2024.

By: _____
Nathan Fillinger, President
Board of Trustees of the
Medina Valley Independent School District

ATTEST:

By: _____
Jennilea Campbell, Secretary
Board of Trustees of the
Medina Valley Independent School District

Certificate for Resolution

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Medina Valley Independent School District during a regularly scheduled meeting on September ___, 2024. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: _____
Noes: _____
Abstentions: _____

To certify which, witness my hand this ___ day of September 2024.

By: _____
Nathan Fillinger, President
Board of Trustees of the
Medina Valley Independent School District

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BEXAR §

BEFORE ME, a Notary Public, on this day personally appeared Nathan Fillinger, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is the President of the Board of Trustees of the Medina Valley Independent School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on September ___, 2024; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of September 2024.

Notary Public, State of Texas