

**Medina Valley Independent School District
Board of Trustees
Special Meeting on Wednesday, September 11, 2024 at 7:00 PM
Medina Valley ISD Central Office Board Room**

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

I. First Order of Business

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

II. Public Comment

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

III. Discussion and Possible Action Items

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

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

V. Adjournment

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



Agenda Item Memorandum

To: MVIDS Board of Trustees

Date: September 11, 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.

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 MVIDS and the Medina County Sheriff's Office

Recommendation:

I move that the Board approve the amended ILA with MVIDS 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 MVIDS Superintendent, the Superintendent's designee, or the Campus Administrator. MVIDS will be responsible for paying for, separate and apart from this Agreement, security, or extra-duty employment of Texas Peace Officers at MVIDS 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.

MVIDS will be responsible for paying for, separate and apart from this Agreement, security, or extra-duty employment of Texas Peace Officers at MVIDS 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 MVIDS 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 MVIDS 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 MVIDS 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 MVIDS 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).”