

**Medina Valley Independent School District
Board of Trustees
Special Meeting on Friday, January 31, 2025 at 7:30 AM
Medina Valley ISD Central Office Board Room**

A Special Board Meeting of the MVISD Board of Trustees was held on Friday, January 31, 2025, beginning at 7:30 AM 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 MOU with Medina County Sheriffs Office

2

IV. 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)

V. Continued Discussion and Possible Action Items

- A Consider Approval of a Professional Non-certified Teacher Contract under the District's District of Innovation Plan - Languages Other than English (LOTE)

VI. Adjournment

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

**MEMORANDUM OF UNDERSTANDING
CONCERNING COMMUNICATION AND COORDINATION BETWEEN
THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT POLICE
DEPARTMENT AND THE MEDINA COUNTY SHERIFF'S OFFICE**

This Memorandum of Understanding (this "MOU") is made and entered into by and between the following parties: the Medina Valley Independent School District Police Department and the Medina County Sheriff's Office.

WHEREAS, Texas Education Code §37.081(g) provides that a school district police department and the law enforcement agencies with which it has overlapping jurisdiction (map attached) shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies; and,

WHEREAS, the Board of Trustees for the Medina Valley Independent School District has determined that the jurisdiction of the Medina Valley Independent School District Police Department includes all the geographical territory within the boundaries of the District's 296 square miles, and all property outside of the boundaries of the district that is owned, leased or otherwise under the control of the school district and the Board of Trustees; and

WHEREAS, the Medina Valley Independent School District Police Department (MVISD PD) has overlapping jurisdiction with the Medina County Sheriff's Office (Sheriff's Office) and desires to enter into such a memorandum of understanding with regard to communication and coordination of efforts between the agencies; and,

WHEREAS, it is the desire of the two agencies to assist one another in the notification and investigation of certain criminal offenses occurring in the territorial jurisdictions of the two entities; and,

WHEREAS, this cooperative effort will assist in the agencies' respective responsibilities and mission to serve the citizens of Medina County and the Medina Valley Independent School District (MVISD).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this memorandum of understanding, the undersigned parties agree as follows:

I. Notification between Parties.

The MVISD Police Department to Notify the Medina County Sheriff's Office

- A. A MVISD PD officer will call the Sheriff's Office to advise of any serious incident that occurs within MVISD if resources from both agencies are needed for the good of the community and the success of the investigation. The term "serious incident" includes, but is not limited to, the following crimes, offenses, or situations, or evidence thereof:

1. Any first degree felony.
2. Murder or attempted murder.
3. Aggravated robbery where a firearm or knife is used.
4. Aggravated sexual assault.
5. Sexual assault of an adult or a child.
6. Any indecent exposure or solicitation of a child report. This includes pornographic pictures being taken of **children** or shown to **children**, **but excludes incidents determined to be punishable as class B & C level offenses under Section 43.261 Penal Code.**
7. Aggravated assault where a gun or weapon is used or threatened.
8. Aggravated kidnapping.
9. Any EOD or explosive weapon is used or threatened.
10. Any disturbance where a mass or group is involved (i.e., riot).
11. Any criminal intelligence information developed by a MVISD PD officer concerning any criminal incident which occurred, or is planned for off MVISD property, and within Medina County jurisdiction.
12. Any other situation where the officer decides there is a need based on impact to the community, impact to public safety, or requires an immediate response that may need involvement from both agencies. This is designed to encourage open communication between the two departments.

B. Once contacted by MVISD PD, the Sheriff's Office will determine what, **if any**, response is needed from the Sheriff or Deputy Sheriff. This decision should be based on the resources needed to accomplish the investigative goal, to serve the community, and safeguard students and staff.

The Medina County Sheriff's Office to notify the MVISD Police Department when:

C. Sheriff's Office personnel are to notify the MVISD PD directly to advise of the following incidents involving MVISD students or school safety that occur within the jurisdiction of the Sheriff's Office:

1. All MVISD bus accidents so MVISD PD can respond to facilitate assistance for the investigation and collection of student data necessary for the investigation, and so MVISD PD has assistance with school reunification of students to parents and assistance should alternate transportation and medical transportation be made. MVISD PD defers to the Sheriff's Office for investigations on the roadway and completion of all TxDOT reports. MVISD PD shall assist the Sheriff's Office in the collision efforts and logistics involving such collision. MVISD PD will handle bus related investigations occurring on District property unless the incident occurring on school property involves serious bodily injury or death.
2. Any SWAT call in close proximity to MVISD property (addresses attached), which might cause alarm or interrupt campus or bus operations.
3. Any armed suspect on school grounds or close to school grounds during school hours.

4. Any known Sexually Related Offenses on or in close proximity of MVISD properties.
5. Any suspicious person on or in close proximity to MVISD properties who is approaching students walking to and from school.
6. Any concentrated police presence or actions (bailouts, pursuits, etc.) related to suspicious persons on or in close proximity to MVISD properties.
7. Any fires or complete road blockages around schools during school hours or which may affect bus transportation.
8. Any death of a MVISD student, parent, staff member, or board member, to the extent the Sheriff's office is aware of the person's affiliation with MVISD.
9. Any pre-planned tactical operation planned during school hours within close proximity of a school (i.e., a pre-planned search warrant). While details are not necessary, there may be a request to limit traffic flow around the target area, and MVISD schools in the area.
10. Any 911 calls received originating from school campuses or school properties.
11. Any calls responded to after hours or holidays involving school property that require a criminal investigation or follow-up.
12. Any calls where the Sheriff's Office believes that administrative assistance may reduce recidivism or impact resources of the Sheriff's Office to respond, such as family violence, disturbances among students, etc. Such calls may be harassment or assaultive in nature where both parties are students at a common campus or other criteria the officer believes may benefit the situation or circumstance.
13. Arrest notifications shall be made in compliance with C.C.P. 15.27 and forwarded to the Chief of the MVISD PD as designee for the Superintendent for dissemination.

D. **Note:** MVISD PD is not a 24-hour department. The department's hours are from 7:30 am to 4:30 pm on school business days, as determined in the official school calendar for school administrators. Except in the event of an emergency, notifications required under this section must be made to the MVISD Chief of Police, or the designated officer on call, via phone or email during the department's official business hours.

II. Investigations.

- A. If the decision is made to call in additional Sheriff's Office resources for an incident that has occurred on school property for which the MVISD PD initiated the response, the on-scene MVISD officer and Sheriff's Deputy will decide which agency will take the lead.
- B. The parties have agreed that in any case in which MVISD PD initiated the investigation and for which the Sheriff's Office requests the lead, MVISD PD will afford the Sheriff's Office that authority. In order to maintain the flow of information

between the agencies, however, one MVISD PD officer will be assigned to work with the Sheriff's Deputy in the investigation. This collaboration will allow the MVISD PD and Sheriff's Office to stay informed and team their resources to accomplish the investigative goal.

- C. It is understood that MVISD PD's primary investigative duty is in school-related matters throughout the Medina Valley Independent School District, and its secondary duty is to all other matters that may come within its jurisdiction. MVISD PD agrees to support and assist the Sheriff's Office in off campus matters as resources are available and wanted by the Sheriff's Office. Typically matters of traffic congestion surrounding campus arrival and dismissal may require a collaborative effort in addressing these circumstances, as resources of the Sheriff's Office allow. Bus stops are generally viewed much the same with the designated stop location being a Non-District location but may require collaboration due to the cause and effect of any issues that arise at such locations.
- D. It is also understood that there may be situations in which the citizens of the Medina Valley Independent School District and Medina County may be better served by the lead agency retaining primary jurisdiction over the investigation and processing of the offense.

III. Information and Record Sharing.

- A. The Sheriff's Office and MVISD PD agree to follow guidelines contained in the Texas Family Code (Chapter 58) and the Family Educational Records Privacy Act (20 U.S.C. §1232g and following) governing the sharing of student and juvenile information, as well as all regulations governing the sharing of student and juvenile information.
- B. Specific requirements:
 - 1. Information disclosed under this agreement relates to the juvenile justice system's ability to serve, before adjudication, the student whose records are being released.
 - 2. Information obtained shall not be disclosed to a third party, other than another juvenile justice agency, except as permitted or required by law.
 - 3. Information received under this section shall be destroyed, if permitted or required by applicable law, when the child is no longer under the jurisdiction of a juvenile court.
 - 4. MVISD PD and the Sheriff's Office collectively recognize and agree that, in accord with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g, 34 C.F.R. Part 99), MVISD may not disclose education records to a law enforcement unit without prior written consent, except as appropriate in the case of an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. The parties further recognize and agree that FERPA permits MVISD to disclose personally identifiable student information in order to comply

with a lawfully issued subpoena or court order if MVISD makes a reasonable attempt to notify the parent or eligible student of the order or subpoena in advance of compliance.

IV. Radio Dispatch System

- A. The Medina County Sheriff's Office agrees to allow the Medina Valley ISD Police Department to operate on the Medina County Sheriff's radio frequency for official business.

V. Non-Terminal Agency Agreement TLETS/NLETS Access

- A. The Medina County Sheriff's Office agrees to provide the Medina Valley ISD Police Department with access to the Texas Law Enforcement Telecommunications System (TLETS), the Texas Crime Information Center (TCIC), and the National Crime Information Center (NCIC), (NLETS) the International Justice and Public Safety Network, and associated systems on a 24-hour, 7 days per week basis.
- B. The Medina Valley ISD Police Department agrees to abide by all laws of the United States and the state of Texas, and all present or hereafter approved rules, policies, and procedures of TLETS, NLETS, TCIC, NCIC and any other systems now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
- C. The Medina County Sheriff's Office reserves the right to suspend service to the Medina Valley ISD Police Department, which may include canceling of records entered for the Medina Valley ISD Police Department, when applicable policies are violated. The Medina County Sheriff's Office may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.
- D. In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Medina Valley ISD Police Department agrees to maintain accurate records of all TCIC/NCIC entries made through the Medina County Sheriff's Office and to immediately notify the Medina County Sheriffs Office of any changes in the status of those reports, to include the need for cancellation, deletion, or modification of information. The Medina County Sheriff's Office agrees to enter, update, and remove all records for the Medina Valley ISD Police Department on a timely basis, as defined by NCIC.
- E. In order to comply with NCIC hit confirmation requirement the agencies agree to the following:
 - a. If wanted person records are to be entered with the Medina County Sheriff Office's ORI, the Medina Valley ISD Police Department must deliver to the Medina County Sheriff's Office the original warrants to be held on file until such time as the record is canceled/cleared.
 - b. If property and missing person records are to be entered with the Medina

County Sheriff Office's ORI, the Medina Valley ISD Police Department must deliver case reports to the Medina County Sheriff's Office to be held on file until such time as the records is cancelled/cleared.

- c. If the records are to be entered with the Medina Valley ISD Police Department's ORI, the Medina County Sheriff's Office agrees to immediately forward all request for hit confirmation that might be received at the terminal to the Medina Valley ISD Police Department. The Medina Valley ISD Police Department agrees to comply with the NCIC hit confirmation policy.
- d. If the Medina Valley ISD Police Department is a non-24-hour agency, the records must be entered with the Medina County Sheriff Office's ORI, and case reports and original warrants must be held at the Medina County Sheriff's Office for hit confirmation purposes.

F. In order to comply with NCIC Validation requirements, the Medina Valley ISD Police Department agrees to perform all validation procedures as required by NCIC on all records entered through the Medina County Sheriff's Office.

G. Criminal History information obtained from the TLETS terminal of the Medina County Sheriff's Office will be handled according to TCIC/NCIC guidelines by the Medina Valley ISD Police Department.

VI. Off Duty Employment.

- A. MVISD-PD on occasions may have a need to employ law enforcement officers from the other party for special events or occasions. Such employment may be approved or denied in accordance with the employed officer's departmental policy and procedures for off duty employment.
- B. When employed as an off-duty officer, the off-duty officer shall adhere to the direction of the employing party's on-duty law enforcement supervisor.

VII. Liability, Immunities, and Defenses.

- A. Nothing herein shall be deemed or construed to create a partnership, joint venture, joint enterprise, employer-employee relationship, or principal-agent relationship between the Sheriff's Office and MVISD PD.
- B. No party to this MOU shall be responsible for the acts of an employee of another party.
- C. It is expressly understood and agreed that neither party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.
- D. To the extent allowed by the laws of the State of Texas, the MVISD PD agrees to indemnify and save harmless the Sheriff's Office as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the MVISD PD or its employees in the exercise of the enjoyment of this Memorandum of Understanding.

VIII. Termination and Renewal.

- A. Either party may withdraw from and terminate this memorandum of understanding on twenty (20) days' written notice to the other party.
- B. This memorandum of understanding is effective when signed by both parties. It shall automatically renew annually, on September 1 of each successive year for up to five (5) years, unless terminated by either party by written notice given according to the terms of this memorandum of understanding.

Signed this _____ day of _____, 2025.

Randy Brown
Medina County Sheriff

Dr. Scott Caloss, Superintendent
Medina Valley ISD on behalf of the
Medina Valley ISD Police Department

MVISD Locations and Campuses

MVISD Facilities
8752 FM 471 South,
Castroville, TX 78009
Office Hours: 7:30 AM – 4:30 PM

MVISD Transportation
8890 County Road 483,
LaCoste, TX 78039
Office Hours: 7:30 AM – 5:30 PM

Castroville Elementary (103) PK-5th
1000 Madrid,
Castroville, TX 78009
Office Hours: 7:15 AM – 3:45 PM
Student Hours: 7:30 AM – 3:00 PM

LaCoste Elementary (104) PK-5th
16069 Uvalde Street
LaCoste, TX 78039
Office Hours: 7:15 AM – 3:45 PM
Student Hours: 7:30 AM – 3:00 PM

Ladera Elementary (107) PK-5th
14750 W. Grosenbacher Rd.
San Antonio, TX 78253
Office Hours: 7:15 AM – 3:45 PM
Student Hours: 7:30 AM – 3:00 PM

Luckey Ranch Elementary (106) PK-5th
12045 Luckey River
San Antonio, TX 78252
Office Hours: 7:15 AM – 3:45 PM
Student Hours: 7:30 AM – 3:00 PM

Potranco Elementary (105) PK-5th
190 CR 381 South
San Antonio, TX 78253
Office Hours: 7:15 AM – 3:45 PM
Student Hours: 7:30 AM – 3:00 PM

Silos Elementary (108) PK-5th
6909 Silos View
San Antonio, TX 78252
Office Hours: 7:15 AM - 3:45 PM
Student Hours: 7:30 AM - 3:00 PM

Loma Alta Middle School (043)
266 CR 381 South
San Antonio, TX 78253
Office Hours: 7:30 AM - 4:15 PM
Student Hours: 8:10 AM – 3:41 PM

Medina Valley Middle School (042)
8395 FM 471 South
Castroville, TX s 78009
Office Hours: 7:45 AM – 4:15 PM
Student Hours: 8:10 AM – 3:41 PM

Medina Valley High School (001)
8365 FM 471 South,
Castroville, TX 78009
Office Hours: 7:30 AM – 4:30 PM
Student Hours: 8:40 AM – 4:24 PM

DAEP
284 CR 373
Rio Medina TX 78066
Office Hours 7:30 AM-4:00 PM
Student Hours 7:30 AM—3:45 PM

Medina Valley Independent School District Elementary Attendance Zones

