Medina Valley ISD Trustees Board of

Medina Valley ISD Board of Trustees
Regular Meeting
{{Date }} at 6:30 PM
Medina Valley ISD Central Office Board Room, 8449 FM 471 S, Castroville, TX 78009

Notice is hereby given that on **April 20, 2020** the **Board of Trustees of the Medina Valley Independent School District** will hold a **Regular Board Meeting at 6:30 PM at {{Location: Meeting Location.}}** The subjects to be discussed are listed on the agenda which is attached to and made part of this notice.

Members of the public who desire to address the Board during Public Comments will need to sign up to speak prior to the start of the meeting by providing their name, and the topic they wish to address to the Board on the sign in sheet provided. At Regular Board Meetings the Board of Trustees 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.

If it is determined that during the meeting an item on the agenda that can be legally discussed in closed session be removed from the open session and discussed in closed session, the board may elect to discuss such agenda item in closed session in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before convening into Closed Meeting the Presiding Officer will announce the time and identify the section or sections of this chapter under which the closed meeting is held. All final votes, actions, or decisions shall be taken in open meeting. The Presiding Officer will announce the date and time for the end of the Closed Meeting before resuming the Open Meeting.

If you have a disability, please advise the school district about special arrangements that may allow you to fully participate in this meeting by calling Medina Valley ISD at 830-931-2243.

For Medina Valley ISD Board of Trustees:

Emily Lorenz, Superintendent of Schools

Medina Valley ISD
Regular
April 20, 2020

I. **First Order of Business** **5**

A Establish a Quorum

B Pledge of Allegiance to the Flag followed by a moment of silence 6

II. **Announcements/Communications/Presentations**

A District Website and Social Media Report 7

B Report on District Fine Arts and Middle School Athletics Surveys 14

C Superintendent Briefing 16

D Monthly Financial Report 23

III. Public Comments 35

IV. **Discussion and Possible Action Items**

A **Consent Agenda Items**

1 MVISD Regular Board Meeting Minutes for March 26, 2020 and Called Meeting Minutes for April 9, 2020 36

2 Superintendent's Report on Budgeted Purchases Over $50,000

B Consider Adoption of Instructional Materials Allotment and TEKS Certification for 2020-2021 39

C Consider TASB Policy Review Agreement 41

D Consider Revised Board Policy DEC (Local) 48

E Consider Contract Change Order for the High School Remodel and Expansion to the Existing Performing Arts Center as Part of the 2019 Bond. 56

F Consider Approval of Innovative Course Titled Agricultural Leadership, Research, and Communications 62

G Consider Addition of CTE Courses for Patient Care Technician and Emergency Medical Service 70

H Consider TEA Waiver for Educator Appraisals for 19-20 School Year 89

I Budget Amendment(s)

V. **Closed Session (if necessary)** **93**

A **Consider Personnel Matters (TX Govt. Code Section 551.074)**

1 Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, Resignation, and Dismissal of a Public Officer or Employee

2 Deliberation Regarding Real Property (TX Govt. Code Section 551.072)

VI. **Action as Appropriate After Closed Session**

A Consider professional employee contracts (new and/or renewals)

B Consider Additional Staff Positions for the 2020-2021 School Year

C Consider and take possible action to adopt a Resolution approving the purchase of two tracts of real property as follows and authorizing the Superintendent to act onbehalf of the Board in closing the transactions: A 26.00 acre tract of land, more or less, which is part of a 62.4 acre (2,716,735 square feet) tract of land out of the S.C. Craig Survey No. 13 ¾, Abstract No. 1077, County Block 4345 and the Clementine Bundick Survey No. 13 ½, Abstract No. 992, County Block 4325 situated in Bexar County, Texas; and A 42.466 acre tract or parcel of land lying and being situated in the S.C. Craig Survey No. 13 ¾, Abstract No. 1077, C. B. 4341 and the Clementine Bundick Survey No. 13 ½ , Abstract No. 992, C. B. 4325, Bexar County Texas. 94

D Consider future meeting dates

VII. Adjournment

Thank you for joining us for the

Medina Valley Independent School District

Board Meeting

We will begin 6:30pm

Please Mute your microphone.



Website & Social Media Update

2020

Website Overview 8 Websites Total

District

- COVID Central operating as current district information hub.

4 Elementary School Websites

- A 5th Elementary School Website is on track to come online next school year (1 year prior to school opening).

2 Middle School Websites

- LAMS
- MVMS

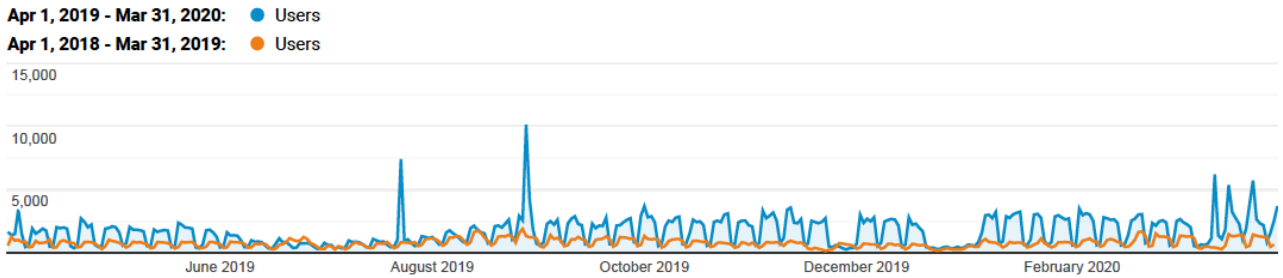
1 High School Websites

- MVHS

1 Athletic Websites

- PantherSports.net

Website Traffic Overview



User Type	Acquisition		
	Users	New Users	Sessions
	153.98% ▲ 309,776 vs 121,969	161.58% ▲ 297,314 vs 113,660	122.14% ▲ 725,637 vs 326,661
1. New Visitor			
Apr 1, 2019 - Mar 31, 20...	**299,106** (78.12%)	297,314 (100.00%)	297,314 (40.97%)
Apr 1, 2018 - Mar 31, 20...	**112,770** (73.48%)	113,660 (100.00%)	113,660 (34.79%)
% Change	**165.24%**	**161.58%**	**161.58%**
2. Returning Visitor			
Apr 1, 2019 - Mar 31, 20...	**83,759** (21.88%)	0 (0.00%)	428,323 (59.03%)
Apr 1, 2018 - Mar 31, 20...	**40,701** (26.52%)	0 (0.00%)	213,001 (65.21%)
% Change	**105.79%**	**0.00%**	**101.09%**

- The graph illustrates traffic to mvisd.com.
- The blue line indicates the previous 12 months.
- The orange line represents the year prior to that.
- Traffic has increased by 153% with most of that traffic coming from new users to the site

Website Traffic Overview

	Age	Users	Users
		266.62% 10,247 vs 2,795	266.62% 10,247 vs 2,795
1.	25-34		
	Mar 1, 2020 - Mar 31, 2020	2,569	24.87%
	Mar 1, 2019 - Mar 31, 2019	787	27.73%
2.	35-44		
	Mar 1, 2020 - Mar 31, 2020	2,377	23.01%
	Mar 1, 2019 - Mar 31, 2019	844	29.74%
3.	45-54		
	Mar 1, 2020 - Mar 31, 2020	1,880	18.20%
	Mar 1, 2019 - Mar 31, 2019	560	19.73%
4.	55-64		
	Mar 1, 2020 - Mar 31, 2020	1,485	14.37%
	Mar 1, 2019 - Mar 31, 2019	287	10.11%
5.	65+		
	Mar 1, 2020 - Mar 31, 2020	1,073	10.39%
	Mar 1, 2019 - Mar 31, 2019	119	4.19%
6.	18-24		
	Mar 1, 2020 - Mar 31, 2020	947	9.17%
	Mar 1, 2019 - Mar 31, 2019	241	8.49%



- Offsite Learning appears to have new individuals accessing the site.
- Note the increase in age range 55-64 and 65+ over the previous year for March 2020.
- All areas see an increase in March 2020 but only three areas see a percentage increase.

Social Media & Mobile Application
The district currently manages over 60 official social media accounts across the following platforms:

- Facebook
- Twitter
- Instagram
- YouTube
- Linkedin

Social Media & Mobile Application Comparisons V Previous Year

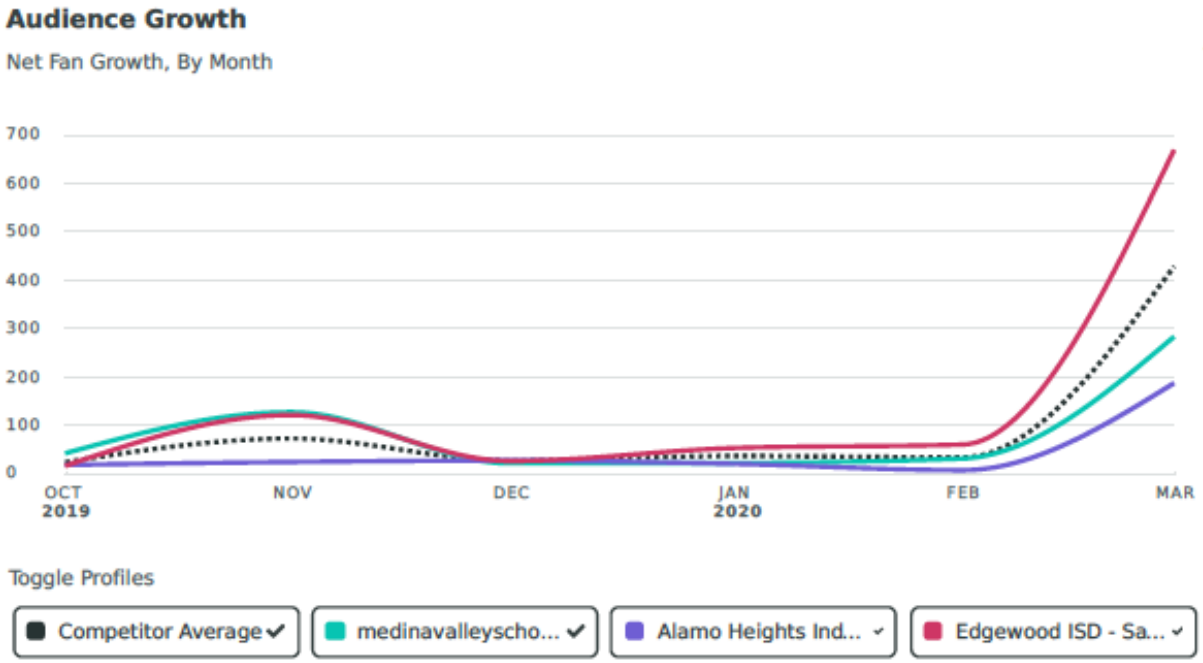
The district Facebook page has 4,430 Likes (up 1,040) and 4,620 follows (up 1,089) .

The district Twitter account has 1,122 followers (up 301).

The district Instagram account currently has 1,724 followers (up 535).

The district mobile app currently has 2,467 installs (up 1,257).

District Facebook Page



Audience Growth by Profile

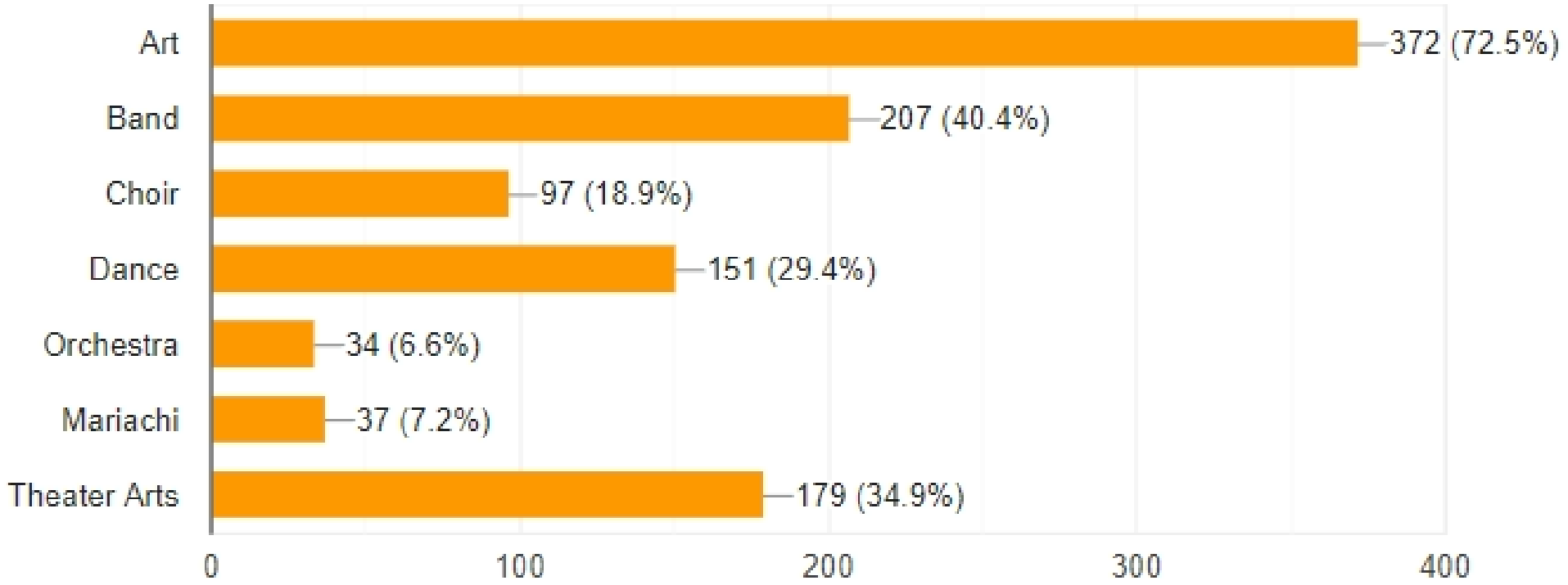
Facebook Page	Fans	Net Fan Growth	% Change
Competitor Average	6,133.5	608	↗ 11%
medinavalleyschools Business Page	4,403	520	↗ 13.39%
Alamo Heights Independent School District Business Page	4,170	277	↗ 7.12%
Edgewood ISD - San Antonio, Texas Business Page	8,097	939	↗ 13.12%

This chart shows how we compare to two nearby school districts. The chart goes back to October of 2019 when tracking began.

Middle School Fine Arts Student Interest Survey

Please check each box next to each fine arts subject you are interested in.

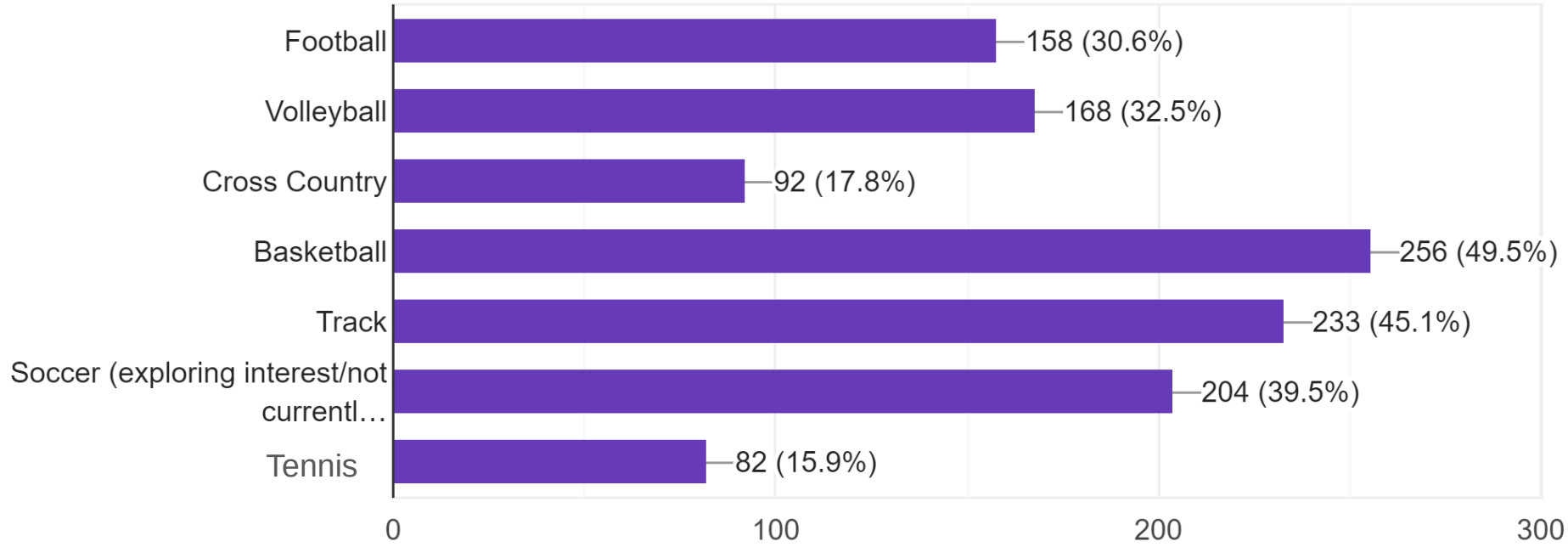
513 Incoming Middle School Students and Parents Responded:



Middle School Athletics Student Interest Survey

Please check a box next to each sport you will be interested in competing while in middle school

517 Incoming Middle School Students and Parents Responded:



Superintendent Briefing

April 20, 2020

District Enrollment

	6/6/19	4/9/20	Growth
Castroville Elementary	619	638	+ 19
LaCoste Elementary	550	556	+ 6
Potranco Elementary	712	815	+ 103
Luckey Ranch Elementary	763	852	+ 89
Loma Alta Middle School	693	795	+ 102
Medina Valley Middle School	613	634	+ 21
Medina Valley High School	1525	1630	+ 105
Totals	**5475**	**5920**	**+ 445**

End of 18-19 Enrollment: 5,475
Growth over end of 18-19: + 445
8.13% increase over end of 18-19.

School Closure

- **Governor Abbott has ordered all Texas public schools closed through the end of the 19-20 school year.**
- MVISD continues to distribute meals to students at the following locations: Medina Valley High School, LaCoste Elementary, Luckey Ranch Elementary, and Potranco Elementary. Meals are distributed from 10:30 am to 12:30 pm on Monday, Wednesday, and Friday of each week, unless one of those days is a school holiday.
- MVISD has transitioned from handing out paper instructional packets to mailing those packets. Students and parents are encouraged to return that work electronically, if possible. Most students are receiving and returning their work electronically.
- TEA Commissioner Morath continues his superintendent update calls on Tuesday and Thursday each week. TEA has a coronavirus resource page, which is located at www.tea.texas.gov/coronavirus .
- Medina Valley ISD also has a coronavirus resource page, which can be found at www.mvisd.com/covid.

HS Addition #2

- Project remains within budget and on schedule to be completed by **May 30th**
- Storm drains are complete
- Exterior masonry Veneer is complete
- Mechanical, plumbing & electrical finish out is in progress
- 1st coat of paint is complete
- Lay-in ceilings are being installed
- Ductwork is complete/AC units are being installed (see pic)
- Construction of canopies has begun (see pic)

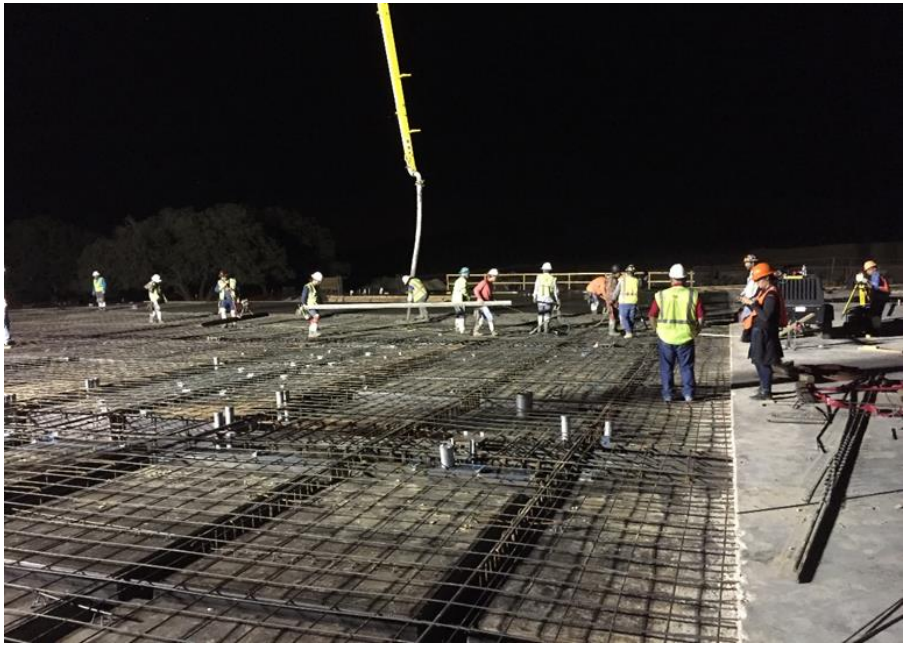




Ladera Elementary

- Project remains on schedule and within budget
- Concrete pour #5 of eleven planned pours is complete (see pic)
- Installation of concrete masonry block is in progress (see pic)
- Installation of structural steel is in progress (see pic)







HLC/Admin Annex Remodel





HS Entrance Bollards





Bollards have been installed at the High School entrance as recommended in the safety audit.

MARCH 2020
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
GENERAL FUND FINANCIAL STATEMENT

	Estimated Revenues	Original Budget	Current Budget	Current Period Actual	YTD Actual	Estimated Encumbrance	Balance	Year Percent Recognized	Prior Year Percent Recognized
5700	Local and Intermediate Revenues	$22,174,000	$22,174,000	$ 259,039	$20,867,898	$ -	$ 1,306,102	94.11%	100.52%
5800	**State Program Revenues**	**$28,521,324**	**$29,171,324**	**$ 81,062**	**$12,264,044**	**$ -**	**$16,907,280**	**42.04%**	**41.96%**
5900	Federal Revenues	$ 330,000	$ 330,000	$ 35,968	$ 813,537	$ -	$ (483,537)	246.53%	79.47%
	Total Revenues	**$51,025,324**	**$51,675,324**	**$ 376,069**	**$33,945,479**	**$ -**	**$17,729,845**	**65.69%**	**70.42%**
	Proposed Appropriations								
11	Instruction	$28,698,107	$28,875,031	$ 2,141,902	$16,165,058	$ 10,785,607	$ 1,924,366	55.98%	57.78%
12	**Instructional Resourcesand Media Services**	**$ 456,329**	**$ 456,329**	**$ 39,818**	**$ 306,237**	**$ 167,224**	**$ (17,132)**	**67.11%**	**61.15%**
13	Curriculum and Instructional Staff Development	$ 531,777	$ 588,285	$ 37,671	$ 364,101	$ 118,966	$ 105,218	61.89%	48.99%
21	**Instructional Leadership**	**$ 1,021,222**	**$ 1,074,888**	**$ 76,752**	**$ 585,511**	**$ 419,525**	**$ 69,852**	**54.47%**	**53.81%**
23	School Leadership	$ 2,389,050	$ 2,440,550	$ 194,095	$ 1,425,210	$ 1,075,112	$ (59,772)	58.40%	57.18%
31	**Guidance, Counseling and Evaluation Services**	**$ 1,265,928**	**$ 1,411,023**	**$ 110,231**	**$ 923,744**	**$ 427,767**	**$ 59,512**	**65.47%**	**57.42%**
32	Social Work Services	$ 327,569	$ 327,569	$ 25,724	$ 163,879	$ 151,406	$ 12,284	50.03%	55.81%
33	**Health Services**	**$ 672,346**	**$ 672,346**	**$ 44,313**	**$ 336,429**	**$ 225,629**	**$ 110,288**	**50.04%**	**54.99%**
34	Student Transportation	$ 3,065,615	$ 3,765,615	$ 888,862	$ 2,467,991	$ 892,914	$ 404,710	65.54%	60.64%
36	**Extracurricular Activities**	**$ 1,577,691**	**$ 1,577,691**	**$ 86,257**	**$ 791,721**	**$ 404,997**	**$ 380,973**	**50.18%**	**55.69%**
41	General Administration	$ 1,499,732	$ 1,499,732	$ 104,044	$ 866,433	$ 484,760	$ 148,539	57.77%	60.84%
51	**Facilities Maintenance and Operations**	**$ 6,728,960**	**$ 6,813,960**	**$ 406,320**	**$ 3,451,244**	**$ 1,902,117**	**$ 1,460,599**	**50.65%**	**49.64%**
52	Security and Monitoring Services	$ 960,033	$ 516,960	$ 15,351	$ 155,790	$ 186,381	$ 174,789	30.14%	51.56%
53	**Data Processing Services**	**$ 1,330,425**	**$ 1,723,686**	**$ 92,194**	**$ 1,266,040**	**$ 496,420**	**$ (38,774)**	**73.45%**	**60.78%**
61	Community Services	$ 45,540	$ 45,540	$ 1,496	$ 13,885	$ 8,203	$ 23,452	30.49%	47.28%
81	**Facilities Acquisition and Construction**	**$ 50,000**	**$ 50,000**	**$ -**	**$ -**	**$ -**	**$ 50,000**	**0.00%**	**0%**
95	Payments to JJAEP	$ 5,000	$ 5,000	$ -	$ -	$ -	$ 5,000	0.00%	0%
99	**Other Intergovernmental Charges**	**$ 400,000**	**$ 400,000**	**$ -**	**$ 341,523**	**$ 29,026**	**$ 29,451**	**85.38%**	**0%**
	Totals	**$51,025,324**	**$52,244,205**	**$ 4,265,029**	**$29,624,796**	**$ 17,776,054**	**$ 4,843,355**	**56.70%**	**56.62%**
	Surplus/Deficit	**$ -**	**$ (568,881)**						

MARCH 2020
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
GENERAL FUND EXPENDITURES BY OBJECT

Object		Budget		YTD Actuals	Current YTD % Recongized	Prior YTD % Recongized
6100	$	40,773,974	$	23,058,683	56.55%	56.21%
6200	**$**	**4,540,622**	**$**	**2,240,161**	**49.34%**	**55.50%**
6300	$	3,913,830	$	2,202,554	56.28%	58.30%
6400	**$**	**1,261,564**	**$**	**774,113**	**61.36%**	**54.55%**
6600	$	1,754,214	$	1,349,285	76.92%	82.24%
TOTAL	**$**	**52,244,205**	**$**	**29,624,795**	**56.70%**	**56.62%**

MARCH 2020
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
FOOD SERVICE FUND FINANCIAL STATEMENT

	Estimated Revenues	Original Budget	Current Budget	Current Period Actual	YTD Actual	Encumbrance	Balance	Current Year Percent Recognized	Prior Year Percent Recognized
5700	Local and Intermediate Revenues	$1,212,419	$1,212,419	$ 42,585	$ 836,998	$ -	$ 375,421	69.04%	60.91%
5800	**State Program Revenues**	**$ -**	**$ -**	**$ -**		**$ -**	**$ -**	**0.00%**	**0.00%**
5900	Federal Revenues	$2,391,568	$2,391,568	$259,804	$1,544,886	$ -	$ 846,682	64.60%	68.90%
	Total Revenues	**$3,603,987**	**$3,603,987**	**$302,389**	**$2,381,884**	**$ -**	**$1,222,103**	**66.09%**	**55.58%**
	Proposed Appropriations								
11	Instruction								
12	**Instructional Resourcesand Media Services**								
13	Curriculum and Instructional Staff Development								
21	**Instructional Leadership**								
23	School Leadership								
31	**Guidance, Counseling and Evaluation Services**								
32	Social Work Services								
33	**Health Services**								
34	Student Transportation								
35	**Food Service**	**$3,603,987**	**$3,603,987**	**$314,215**	**$2,536,639**	**$ 955,850**	**$ 111,498**	**70.38%**	**60.30%**
36	Extracurricular Activities								
41	**General Administration**								
51	Facilities Maintenance and Operations								
52	**Security and Monitoring Services**								
53	Data Processing Services								
61	**Community Services**								
81	Facilities Acquisition and Construction								
95	**Payments to JJAEP**								
99	Other Intergovernmental Charges								
	Totals	**$3,603,987**	**$3,603,987**	**$314,215**	**$2,536,639**	**$ 955,850**	**$ 111,498**	**70.38%**	**60.30%**
	Surplus/Deficit	**$ -**	**$ -**						

MARCH 2020
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
DEBT SERVICE FUND FINANCIAL STATEMENT

	Estimated Revenues	Original Budget	Current Budget	Current Period Actual	YTD Actual	Encumbrance	Balance	Year Percent Recognized	Prior Year Percent Recognized
5700	Local and Intermediate Revenues	$9,848,098	$9,848,098	$ 123,051	$9,608,955	$ -	$ 239,143	97.57%	113.80%
5800	**State Program Revenues**	**$ 123,190**	**$ 123,190**	**$ -**	**$ 123,190**	**$ -**	**$ -**	**100.00%**	**138.99%**
5900	Federal Revenues	$ -	$ -	$ -	$ -	$ -	$ -	0.00%	0.00%
	Total Revenues	**$9,971,288**	**$9,971,288**	**$ 123,051**	**$9,732,145**	**$ -**	**$ 239,143**	**97.60%**	**114.87%**
	Proposed Appropriations								
11	Instruction								
12	**Instructional Resourcesand Media Services**								
13	Curriculum and Instructional Staff Development								
21	**Instructional Leadership**								
23	School Leadership								
31	**Guidance, Counseling and Evaluation Services**								
32	Social Work Services								
33	**Health Services**								
34	Student Transportation								
35	**Food Service**								
36	Extracurricular Activities								
41	**General Administration**								
51	Facilities Maintenance and Operations								
52	**Security and Monitoring Services**								
53	Data Processing Services								
61	**Community Services**								
71	Debt Service	$9,971,288	$9,971,288	$9,123,525	$9,125,565	$ -	$ 845,723	91.52%	68.30%
81	**Facilities Acquisition and Construction**								
95	Payments to JJAEP								
99	**Other Intergovernmental Charges**								
	Totals	**$9,971,288**	**$9,971,288**	**$9,123,525**	**$9,125,565**	**$ -**	**$ 845,723**	**91.52%**	**68.30%**
	Surplus/Deficit	**$ -**	**$ -**						

Check Register for March 2020

Distribution Fund	Check Date	Vendor Name	Transaction Amount
8630	03/02/2020	TEACHER RETIREMENT SYSTEM	$396,121.59
7710	03/04/2020	MISC	$105.00
1990	03/05/2020	BALTAZAR R MORENO	$42.00
1990	03/05/2020	BUREAU OF EDUCATION & RESEARCH, INC	$558.00
1990	03/05/2020	CED INC/COLUMBIA ELECTRIC SUPPLY	$2,774.47
1990	03/05/2020	DATA MANAGEMENT, INC/TIMECLOCK PLUS	$13,124.00
1990	03/05/2020	DEMCO INC.	$680.37
1990	03/05/2020	HABITAT SUITES HOTEL	$1,192.14
1990	03/05/2020	HAYDAY, INC/CTWP	$17,467.74
1990	03/05/2020	KURZ & CO.	$2,276.54
1990	03/05/2020	O'REILLY AUTO PARTS	$1,027.82
1990	03/05/2020	PSAT/NMSQT/EDUCATIONAL TESTING SVC,	$1,273.00
1990	03/05/2020	R J MANGOLD GRAIN	$238.50
1990	03/05/2020	SAMUEL ALANIZ JR	$242.20
1990	03/05/2020	THOMAS LEE ELLISON IV	$300.00
1990	03/05/2020	WALMART	$1,523.30
1990	03/05/2020	WELDERS SUPPLY CO	$13.00
1990	03/05/2020	ACADEMY SPORTS & OUTDOORS	$419.30
1990	03/05/2020	CATHOLIC CHARITIES ARCHDIOCESE/SA	$149.78
1990	03/05/2020	COUSIN'S CONCERT ATTIRE	$588.00
1990	03/05/2020	FRANKLIN COVEY ORGANIZATIONAL PROD	$46.40
1990	03/05/2020	HELLAS CONSTRUCTION INC	$1,355.00
1990	03/05/2020	INTEGRATED COMMUNICATIONS TECH. LP	$3,184.88
1990	03/05/2020	MCGEE COMPANY	$56.79
1990	03/05/2020	NORTHSIDE I.S.D. - ATHLETIC DEPT.	$900.00
1990	03/05/2020	QUILL CORPORATION	$1,674.26
1990	03/05/2020	ROYCE GROFF OIL CO INC	$12,689.15
1990	03/05/2020	SCOTT CASSATT	$155.00
1990	03/05/2020	TEXAS RURAL WATER ASSOC. - TRWA	$315.00
1990	03/05/2020	TX TAG	$21.93
1990	03/05/2020	W W GRAINGER INC	$392.87
1990	03/05/2020	WINN'S CONTINUING EDUCATION, INC.	$450.00
1990	03/05/2020	AG-PRO TEXAS, LLC.	$179.94
1990	03/05/2020	ASAP HOUSTON GALLERIA LLC	$693.75
1990	03/05/2020	BORDEN DAIRY COMPANY	$6,846.22
1990	03/05/2020	BRETTE HAYWARD	$155.00
1990	03/05/2020	CITY OF LACOSTE WATER DEPT	$1,614.56
1990	03/05/2020	DUSTIN WAYNE HURLEY	$196.00
1990	03/05/2020	EDUCATION SERVICE CENTER REGION XX	$916.00
1990	03/05/2020	ERIC ARMIN INC	$6,479.60
1990	03/05/2020	HARDIE'S FRESH FOODS	$9,431.56

Check Register for March 2020

Distribution Fund	Check Date	Vendor Name	Transaction Amount
1990	03/05/2020	HOME DEPOT CREDIT SERVICES	$2,813.49
1990	03/05/2020	HONDO ANVIL HERALD	$44.00
1990	03/05/2020	J.W. PEPPER AND SON, INC.	$265.00
1990	03/05/2020	JANAL WHOLESALE CO.	$26.50
1990	03/05/2020	MATERA PAPER COMPANY, INC	$11,291.56
1990	03/05/2020	PETRA LOUISE GONZALEZ	$168.00
1990	03/05/2020	RAINBOW PIZZA LLC.	$84.37
1990	03/05/2020	REALLY GOOD STUFF	$188.35
1990	03/05/2020	RODGER WELCH	$70.00
1990	03/05/2020	STAPLES CONTRACT & COMM, LLC	$398.84
1990	03/05/2020	THE UNIVERSITY OF TX AT AUSTIN, UIL	$271.68
1990	03/05/2020	TRAIL OF BREADCRUMBS, LLC	$1,920.00
1990	03/05/2020	U-HAUL CORPORATE SALES	$170.26
1990	03/05/2020	WASTE MANAGEMENT OF TEXAS, INC	$7,272.18
1990	03/05/2020	WESLACO EAST POWERLIFTING	$245.00
1990	03/05/2020	WHATABURGER	$903.35
1990	03/05/2020	AHR'S FLOWER SHOP	$50.00
1990	03/05/2020	BENCH DADDY/MICHAEL WOMACK, JR.	$904.94
1990	03/05/2020	CINTAS/RUS OF SAN ANTONIO	$53.62
1990	03/05/2020	GLOBAL TRNG ACADEMY INC	$600.00
1990	03/05/2020	HABY'S ALSATIAN BAKERY	$139.90
1990	03/05/2020	HIGH SCHOOL MUSIC SERVICE INC	$8,303.18
1990	03/05/2020	HOLIDAY INN EXPRESS	$706.20
1990	03/05/2020	KRUZIN KREMERY LLC (MISTER SOFTEE)	$450.00
1990	03/05/2020	MISSION RESTAURANT SUPPLY CO.	$917.65
1990	03/05/2020	NORTH PARK CASTROVILLE MOTORS, INC.	$445.52
1990	03/05/2020	QUADIENT	$373.00
1990	03/05/2020	RAYMOND L CRISP JR	$389.30
1990	03/05/2020	RENAISSANCE LEARNING INC	$159.00
1990	03/05/2020	SERVICE INDUSTRIAL, INC.	$347.87
1990	03/05/2020	TEXAS MATH & SCIENCE COACHES ASSOC	$50.00
1990	03/05/2020	TOTALLY PROMOTIONAL	$749.00
1990	03/05/2020	AMAZON CAPITAL SERVICES, INC	$3,210.20
1990	03/05/2020	BLICK ART MATERIALS/DICK BLICK INC	$235.48
1990	03/05/2020	CARLOS PONCE	$280.00
1990	03/05/2020	COMMERCIAL KITCHEN REPAIR INC	$587.36
1990	03/05/2020	CURRICULUM ASSOCIATES, LLC	$293.44
1990	03/05/2020	EASTBAY INC.	$1,123.00
1990	03/05/2020	EICHELBAUM WARDELL HANSEN	$200.00
1990	03/05/2020	FAMILY PARTS COMPANY INC	$1,244.36
1990	03/05/2020	GULF COAST PAPER CO INC	$3,182.74

Check Register for March 2020

Distribution Fund	Check Date	Vendor Name	Transaction Amount
1990	03/05/2020	INSCO DISTRIBUTING INC	$330.84
1990	03/05/2020	MARIA J GUEVARA	$35.77
1990	03/05/2020	MU ALPHA THETA	$422.00
1990	03/05/2020	OATES SPECIALTIES, LLC	$420.12
1990	03/05/2020	OTC BRANDS, INC	$223.99
1990	03/05/2020	PRUFROCK PRESS INC	$572.00
1990	03/05/2020	RANDALL LEE BOEHME	$25.00
1990	03/05/2020	ROSSMERY ARAGON-LEONARD	$10.10
1990	03/05/2020	SANDRA L SPEED	$31.40
1990	03/05/2020	TRESA SHALIT	$0.00
1990	03/05/2020	YANCEY WATER SUPPLY CORP	$2,079.75
1990	03/05/2020	4 IMPRINT, INC	$386.18
1990	03/05/2020	ALICIA DANIELLE GALLEGOS	$112.50
1990	03/05/2020	ANNABELLE ISAURA CASTILLO	$1,140.00
1990	03/05/2020	AT&T	$2,690.30
1990	03/05/2020	BULL'S EYE BRANDS INC.	$4,674.62
1990	03/05/2020	CAROL D. LOVE	$50.00
1990	03/05/2020	CASTROVILLE TRUE VALUE	$420.79
1990	03/05/2020	CESAR TERRAZAS JR	$955.00
1990	03/05/2020	DRIVELINE BASEBALL	$1,014.00
1990	03/05/2020	KRISTI PEACOCK ROYA	$168.00
1990	03/05/2020	METROSTUDY, INC	$5,750.00
1990	03/05/2020	RUSH TRUCK CENTERS OF TEXAS, LP	$7,443.26
1990	03/05/2020	SA THERAPY IN MOTION INC	$11,648.00
1990	03/05/2020	VIVROUX SPORTING GOODS	$3,519.75
1990	03/05/2020	WASHING EQUIPMENT OF TEXAS	$772.50
1990	03/05/2020	APPLE INC.	$3,750.00
1990	03/05/2020	CDW GOVERNMENT, INC.	$131.72
1990	03/05/2020	DAKOTA PREMIUM HARDWOOD	$1,404.55
1990	03/05/2020	DIANE CASSANDRA GARCIA	$1,600.00
1990	03/05/2020	EDCOUCH-ELSA ISD	$105.00
1990	03/05/2020	EWING IRRIGATION PRODUCTS, INC	$194.33
1990	03/05/2020	FERGUSON ENTERPRISES	$1,429.50
1990	03/05/2020	FITNESS FINDERS INC	$106.77
1990	03/05/2020	FOLLETT SCHOOL SOLUTIONS, INC	$253.92
1990	03/05/2020	H.E.B. GROCERY COMPANY	$59.76
1990	03/05/2020	MAGIK THEATRE INC	$356.25
1990	03/05/2020	MELISSA CRUZ GONZALEZ	$196.87
1990	03/05/2020	MOAK, CASEY, & ASSOCIATES, INC	$4,250.00
1990	03/05/2020	MVISD-FOOD SERVICE DEPT	$84.20
1990	03/05/2020	MVISD-TRANSPORTATION DEPT	$929.38

Check Register for March 2020

Distribution Fund	Check Date	Vendor Name	Transaction Amount
1990	03/05/2020	PARK PLACE PUBLICATIONS, LP	$525.00
1990	03/05/2020	PATRICK JOHN LENZ II	$722.00
1990	03/05/2020	SAM'S CLUB DIRECT	$391.57
1990	03/05/2020	SAN ANTONIO WATER SYSTEM	$1,747.76
1990	03/05/2020	SOUTHWASTE DISPOSAL LLC	$2,659.65
1990	03/05/2020	ABYDOS LITERACY LEARNING	$650.00
1990	03/05/2020	BSN SPORTS, LLC	$1,977.50
1990	03/05/2020	CARL TURNER EQUIPMENT INC.	$345.00
1990	03/05/2020	CHILDREN'S PLUS, INC.	$2,800.00
1990	03/05/2020	DANIKA E. WHITE	$150.00
1990	03/05/2020	GATEWAY PRINTING & OFFICE SUPPLY	$290.61
1990	03/05/2020	GIFTS 'N STUFF	$820.00
1990	03/05/2020	HARVEY REED	$155.00
1990	03/05/2020	JEFFREY LYNN SPENCER	$25.00
1990	03/05/2020	JULIE LYN BOEHME GUINTHER	$168.00
1990	03/05/2020	LAKESHORE LEARNING MATERIALS	$147.83
1990	03/05/2020	MOY TARIN RAMIREZ ENGINEERS, LLC	$3,449.75
1990	03/05/2020	SAN ANTONIO FOOD BANK	$248.88
1990	03/05/2020	STACY CLARK	$150.00
1990	03/05/2020	SYSCO USA I, INC./SYSCO CENTRAL TX	$5,240.18
1990	03/05/2020	TEXAS LOCK & DOOR CLOSER, INC.	$146.20
1990	03/05/2020	TRACTOR SUPPLY CO	$79.33
1990	03/05/2020	TRIPLE-S STEEL SUPPLY INC.	$926.80
7710	03/06/2020	MISC	$4,022.18
1990	03/06/2020	GARZA BOMBERGER & ASSOCIATES	$12,507.75
7710	03/11/2020	MISC	$532.56
7710	03/13/2020	MISC	$1,319.97
8630	03/13/2020	EXPERT PAY	$1,277.00
8630	03/13/2020	U.S. DEPARTMENT OF EDUCATION	$477.42
8630	03/13/2020	BROADWAY NATIONAL BANK	$167,838.59
8630	03/13/2020	MVISD WORKERS' COMPENSATION	$17,549.51
8630	03/13/2020	TEACHER RETIREMENT SYSTEM	$236,278.00
1990	03/17/2020	W.R. GRIGGS CONSTRUCTION, INC	$664,558.25
1990	03/17/2020	BARTLETT COCKE GENERAL CONTRACTORS	$1,408,377.85
7710	03/17/2020	MISC	$988.11
7710	03/18/2020	MISC	$1,812.25
1990	03/20/2020	BORDEN DAIRY COMPANY	$6,416.92
1990	03/20/2020	EDUCATION SERVICE CENTER REGION XX	$100.00
1990	03/20/2020	HACH COMPANY	$46.89
1990	03/20/2020	LEARNING A-Z, LLC	$2,111.40
1990	03/20/2020	LONGHORN BUS SALES, LLC	$713,029.00

Check Register for March 2020

Distribution Fund	Check Date	Vendor Name	Transaction Amount
1990	03/20/2020	LORI LYNN GILL	$398.00
1990	03/20/2020	MEDINA COUNTY TREASURER	$11,029.11
1990	03/20/2020	QUILL CORPORATION	$345.90
1990	03/20/2020	REGENT COACH LINE LTD	$992.25
1990	03/20/2020	TRANE SAN ANTONIO	$2,482.80
1990	03/20/2020	U-HAUL CORPORATE SALES	$309.40
1990	03/20/2020	WALSH GALLEGOS TREVINO RUSSO & KYLE	$175.00
1990	03/20/2020	WASTE MANAGEMENT OF TEXAS, INC	$450.25
1990	03/20/2020	AHR'S FLOWER SHOP	$30.00
1990	03/20/2020	ALTEX ELECTRONICS, LTD	$289.40
1990	03/20/2020	DPC INDUSTRIES, INC.	$20.00
1990	03/20/2020	ERIN KIMBERLY WILLIAMS	$201.00
1990	03/20/2020	FUNDRAISE 21, INC	$6,493.80
1990	03/20/2020	NORTH PARK CASTROVILLE MOTORS, INC.	$1,000.75
1990	03/20/2020	SOUTHWEST ELECTRICAL CONTRACTING SE	$18,000.00
1990	03/20/2020	THE HOME DEPOT PRO	$567.24
1990	03/20/2020	WALMART	$303.09
1990	03/20/2020	CED INC/COLUMBIA ELECTRIC SUPPLY	$1,506.51
1990	03/20/2020	HIGH SCHOOL MUSIC SERVICE INC	$6,906.00
1990	03/20/2020	ISC ACQUISITION CORP.	$157.21
1990	03/20/2020	J TAYLOR EDUCATION, INC	$199.00
1990	03/20/2020	MEDICAL WHOLESALE, INC.	$14.40
1990	03/20/2020	SHANNON BEASLEY	$198.80
1990	03/20/2020	BILL MILLERS BAR-B-Q	$272.54
1990	03/20/2020	DATA PROJECTIONS, INC	$2,199.00
1990	03/20/2020	HOME DEPOT CREDIT SERVICES	$418.90
1990	03/20/2020	MATERA PAPER COMPANY, INC	$626.13
1990	03/20/2020	ROYCE GROFF OIL CO INC	$2,940.09
1990	03/20/2020	STAPLES CONTRACT & COMM, LLC	$174.40
1990	03/20/2020	TX TAG	$38.75
1990	03/20/2020	WCW DESIGN CO, LLC	$8,120.00
1990	03/20/2020	WINFIELD SOLUTIONS LLC	$1,039.52
1990	03/20/2020	AMAZON CAPITAL SERVICES, INC	$724.39
1990	03/20/2020	EWING IRRIGATION PRODUCTS, INC	$10.71
1990	03/20/2020	FAMILY PARTS COMPANY INC	$392.86
1990	03/20/2020	FERGUSON ENTERPRISES	$452.43
1990	03/20/2020	HARDIE'S FRESH FOODS	$2,891.35
1990	03/20/2020	INSCO DISTRIBUTING INC	$352.57
1990	03/20/2020	PALCO SPECIALITIES, INC	$224.00
1990	03/20/2020	AT&T	$926.55
1990	03/20/2020	CESAR TERRAZAS JR	$40.00

Check Register for March 2020

Distribution Fund	Check Date	Vendor Name	Transaction Amount
1990	03/20/2020	DOCUMENT TRACKING SERVICES, LLC	$1,242.50
1990	03/20/2020	GIFTS 'N STUFF	$270.00
1990	03/20/2020	ROSALINDA E DE LEON	$145.00
1990	03/20/2020	RUSH TRUCK CENTERS OF TEXAS, LP	$2,105.28
1990	03/20/2020	SERVICE INDUSTRIAL, INC.	$314.29
1990	03/20/2020	TRACTOR SUPPLY CO	$49.92
1990	03/20/2020	BULL'S EYE BRANDS INC.	$3,437.33
1990	03/20/2020	CPS ENERGY	$55,832.23
1990	03/20/2020	DRAGO INVESTMENTS, LTD	$62.95
1990	03/20/2020	KENNETH MICHAEL ROHRBACH	$290.20
1990	03/20/2020	KURZ & CO.	$2,188.26
1990	03/20/2020	LABATT INSTITUTIONAL SUPPLY CO	$97,085.91
7710	03/20/2020	MISC	$2,891.78
1990	03/20/2020	MOY'S WATER WELL DRILLING & SVC INC	$4,227.50
1990	03/20/2020	NYLE MAXWELL OF CASTROVILLE, LLC	$89.95
1990	03/20/2020	OLGA CARMEN PEREZ	$228.00
1990	03/20/2020	SAMUEL ALANIZ JR	$242.20
1990	03/20/2020	SAS/SAN ANTONIO SHOEMAKERS	$255.00
1990	03/20/2020	STAFF DEVELOPMENT FOR EDUCATORS	$976.00
1990	03/20/2020	THE SHERWIN-WILLIAMS CO	$593.12
1990	03/20/2020	AHI ENTERPRISES, LLC	$174.00
1990	03/20/2020	ALERT SERVICES INC	$708.30
1990	03/20/2020	CASTROVILLE UTILITY SYSTEM	$14,038.74
1990	03/20/2020	CDW GOVERNMENT, INC.	$7,217.84
1990	03/20/2020	COMMERCIAL KITCHEN REPAIR INC	$196.08
1990	03/20/2020	FOLLETT SCHOOL SOLUTIONS, INC	$2,992.59
1990	03/20/2020	GULF COAST PAPER CO INC	$3,433.18
1990	03/20/2020	MELANIE ANN HAYWOOD	$145.00
1990	03/20/2020	MOBILE DEFENDERS, LLC.	$509.90
1990	03/20/2020	SAN ANTONIO TESTING LABORATORY, INC	$75.00
1990	03/20/2020	SYSCO USA I, INC./SYSCO CENTRAL TX	$627.16
1990	03/20/2020	W W GRAINGER INC	$426.30
1990	03/25/2020	SANIVAC INC	$2,335.96
1990	03/27/2020	BORDEN DAIRY COMPANY	$384.80
1990	03/27/2020	CENTERPOINT ENERGY	$1,310.37
1990	03/27/2020	EDUCATION SERVICE CTR-REGION XIII	$300.00
1990	03/27/2020	EDUCATIONAL TECHNOLOGY LEARNING	$1,000.00
1990	03/27/2020	FERGUSON ENTERPRISES	$2,223.21
1990	03/27/2020	HARDIE'S FRESH FOODS	$2,411.87
1990	03/27/2020	INTECH SOUTHWEST SERVICES, LLC	$3,435.00
1990	03/27/2020	KURZ & CO.	$46.75

Check Register for March 2020

Distribution Fund	Check Date	Vendor Name	Transaction Amount
7710	03/27/2020	MISC	$1,580.92
1990	03/27/2020	MVISD-TRANSPORTATION DEPT	$7,851.66
1990	03/27/2020	SAMUELS GLASS COMPANY, LLC	$12,369.70
1990	03/27/2020	WALMART	$382.17
1990	03/27/2020	CDW GOVERNMENT, INC.	$1,433.73
1990	03/27/2020	CISNEROS TRAINING GROUP, INC	$225.00
1990	03/27/2020	DOCUMENT TRACKING SERVICES, LLC	$647.50
1990	03/27/2020	EDUCATION SERVICE CENTER REGION XX	$25.00
1990	03/27/2020	MSB CONSULTING GROUP, LLC.	$2,751.12
1990	03/27/2020	RAYMOND L CRISP JR	$142.03
1990	03/27/2020	SERVICE INDUSTRIAL, INC.	$203.61
1990	03/27/2020	STEMFINITY LLC	$2,254.93
1990	03/27/2020	SYSCO USA I, INC./SYSCO CENTRAL TX	$149.85
1990	03/27/2020	TRACTOR SUPPLY CO	$25.96
1990	03/27/2020	WEST MUSIC COMPANY	$108.95
1990	03/27/2020	COMMUNITIES IN SCHOOLS OF SAN ANTON	$450.00
1990	03/27/2020	DATA MANAGEMENT, INC/TIMECLOCK PLUS	$3,216.00
1990	03/27/2020	ELLER'S AUTO	$350.00
1990	03/27/2020	HAYDAY, INC/CTWP	$1,175.85
1990	03/27/2020	HERFF JONES INC	$5,899.40
1990	03/27/2020	MARY E JASSO	$61.00
1990	03/27/2020	NTS COMMUNICATIONS INC	$295.23
1990	03/27/2020	POSITIVE PROMOTIONS, INC	$682.00
1990	03/27/2020	SAS/SAN ANTONIO SHOEMAKERS	$126.00
1990	03/27/2020	SEVERIN INTERMEDIATE HOLDINGS, LLC.	$897.38
1990	03/27/2020	SHELBY L COOK	$232.15
1990	03/27/2020	SOUTHERN COMPUTER WAREHOUSE INC	$221.62
1990	03/27/2020	THE COLLEGE BOARD	$3,500.00
1990	03/27/2020	WELDERS SUPPLY CO	$161.80
1990	03/27/2020	B & H FOTO & ELECTRONICS CORP.	$190.23
1990	03/27/2020	BAKER DISTRIBUTING CO	$619.82
1990	03/27/2020	EDWARDS AQUIFER AUTHORITY	$25.08
1990	03/27/2020	GULF COAST PAPER CO INC	$1,660.86
1990	03/27/2020	PALCO SPECIALITIES, INC	$42.00
1990	03/27/2020	COMMERCIAL KITCHEN REPAIR INC	$93.42
1990	03/27/2020	DOMINO'S PIZZA	$178.49
1990	03/27/2020	GATEWAY PRINTING & OFFICE SUPPLY	$3,873.12
1990	03/27/2020	HABY'S ALSATIAN BAKERY	$50.25
1990	03/27/2020	LABATT INSTITUTIONAL SUPPLY CO	$17,378.64
1990	03/27/2020	RED WING SHOES	$305.98
1990	03/27/2020	ROADRUNNER CERAMICS & POTTERY SUPPL	$377.20

Check Register for March 2020

Distribution Fund	Check Date	Vendor Name	Transaction Amount
1990	03/27/2020	TEXAS LOCK & DOOR CLOSER, INC.	$178.80
1990	03/27/2020	MEDINA COUNTY TAX OFFICE	$82.50
1990	03/27/2020	SAM'S CLUB DIRECT	$1,526.47
1990	03/27/2020	TREY BURNS	$250.00
1990	03/27/2020	U-HAUL CORPORATE SALES	$247.02
1990	03/27/2020	AMAZON CAPITAL SERVICES, INC	$2,674.12
1990	03/27/2020	AUTISTIC TREATMENT CENTER, INC	$16,062.34
1990	03/27/2020	CARLOS PONCE	$4,500.00
1990	03/27/2020	CHICK-FIL-A	$404.55
1990	03/27/2020	LORI LYNN GILL	$26.62
1990	03/27/2020	MEDINA ELECTRIC COOPERATIVE, INC.	$618.33
1990	03/27/2020	QUILL CORPORATION	$248.96
1990	03/27/2020	TRANE SAN ANTONIO	$679.41
1990	03/27/2020	AUTOMATED LOGIC-TEXAS, INC	$1,602.91
1990	03/27/2020	BREAKOUT, INC	$750.00
1990	03/27/2020	CESAR TERRAZAS JR	$125.00
1990	03/27/2020	M-F ATHLETIC CO	$169.00
1990	03/27/2020	SOUTH TEXAS SCHOOL FURNITURE, INC	$4,680.00
8630	03/30/2020	NATIONAL PLAN -HSA	$2,405.00
8630	03/30/2020	AMERICAN STUDENT ASSISTANCE	$624.04
8630	03/30/2020	TEXAS TEACHERS-A.C.P.	$2,125.00
8630	03/30/2020	NATIONAL PLAN ADMINISTRATORS	$8,246.42
8630	03/30/2020	NAT'L PLAN ADMN DEPEND CARE	$419.68
8630	03/30/2020	BAY BRIDGE ADMIN.LLC	$53,240.94
8630	03/30/2020	NATIONAL PLAN ADMN ANNUITIES	$25,035.76
8630	03/30/2020	MARY K VIEGELAHN,CHAPTER 13 TRUSTEE	$1,090.00
8630	03/30/2020	TEXAS AFT/PEG	$35.00

Public Comments

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
Board Minutes

School Board of Trustees Regular Board Meeting – March 26, 2020
MVISD Video/Teleconference System

A Regular Meeting of the Board of Trustees of Medina Valley ISD was held Thursday, March 26, 2020, beginning at 6:30 PM on the MVISD Video/Teleconference System.

I. First Order of Business

A. Establish a Quorum
Shannon Beasley, Board President, called the Medina Valley ISD Regular Board Meeting to order at 6:30 pm, a quorum of the Board Members were present, Shannon Beasley, Beth Zinsmeyer, Jennilea Campbell, Darren Calvert, Mario De Leon, Terry Groff and Bruce Haby.

II. Announcements/Communications/Presentations

A. Dr. Rohrbach presented his monthly Superintendent Briefing.

B. JC Zamora presented the Monthly Financial Report.

III. Hear from Patrons and/ or Staff
The following people signed up to make a public comment on their submitted topic.

- Mike Beasley, Topic: Superintendent and Board

Mr. Beasley spoke. He was stopped by the Board President and referred to the Superintendent and the district grievance process.

- Gordon Hitzfelder, Topic: Board Conduct
- Sara Payne, Topic: Anti Bullying

IV. Discussion and Possible Action Items

A. Dr Rohrbach presented the Consent Agenda Items for Board consideration.

1. MVISD Regular Board Meeting Minutes for February 17, 2020
2. Donations: Medina Valley Athletic Booster $6000.00 and Loma Alta PTO $1155.00
3. Superintendent's Report on Budgeted Purchases Over $50,000
   a. Skyward
   b. MSB

Jennilea Campbell made a Motion, seconded by Beth Zinsmeyer, to approve the consent agenda items as presented. Beth Zinsmeyer, Jennilea Campbell, Darren Calvert, Mario De Leon, Terry Groff, and Shannon Beasley voted for the Motion. Bruce Haby voted against the minutes, for the donations and for the budgeted purchases over $50,000. The motion passed.

B. Dr. Rohrbach presented the Board with a first reading of proposed revisions to Board Policy DEC(Local). No action was taken.

C. Dr. McHazlett presented the 2020-2021 School Calendar to the Board for consideration.
Darren Calvert made a Motion, seconded by Mario De Leon, to approve the 2020-2021 School Calendar as presented. All Board Members voted for and the Motion passed.

D. Dr. McHazlett presented the 2020-2021 Optional Flexible Year Program to the Board for consideration.
Mario De Leon made a Motion, seconded by Jennilea Campbell, to approve the 2020-2021 Optional Flexible Year Program as presented. All Board Members voted for and the Motion passed.

E. Dr. Rohrbach presented a Resolution Delegating Authority to the Superintendent to Act in Place of the Board of Trustees During an Emergency Closure to the Board for consideration.
Darren Calvert made a Motion, seconded by Mario De Leon, to approve the Resolution delegating authority to the Superintendent to Act in Place of the Board of Trustees during an emergency closure as presented. Beth Zinsmeyer, Jennilea Campbell, Darren Calvert, Mario De Leon, Terry Groff, and Shannon Beasley voted for the Motion. Bruce Haby voted against the Motion. The Motion passed.

F. Consider Resolution Concerning SB 693 Relating to Three-Point Seatbelts on Buses.
This item was postponed.

G. Consider BuyBoard Purchase of 5 Buses.
This item was postponed.

H. Budget Amendment(s)
This item was postponed.

V. Closed Session (if necessary)
The Board did not convene into Closed Session.

A. Consider Personnel Matters (TX Govt. Code Section 551.074)

1. Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, Resignation, and Dismissal of a Public Officer or Employee

VI. Action as Appropriate After Closed Session

A. Consider and take possible action on new professional contracts

B. Consideration of future meeting dates

VII. Adjournment
Mario De Leon made a Motion, seconded by Darren Calvert, to adjourn the Regular School Board Meeting at 7:33 pm on March 26, 2020. All Board Members voted for and the Motion passed.

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Shannon Beasley, Board President Jennilea Campbell, Board Secretary

Board Approved_____

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT
Board Minutes

School Board of Trustees Called Board Meeting – April 9, 2020
MVISD Video/Teleconference System

A Called Meeting of the Board of Trustees of Medina Valley ISD was held Thursday, April 9, 2020, beginning at 7:00 PM on the MVISD Video/Teleconference System.

I. First Order of Business

A. Establish a Quorum

Shannon Beasley, Board President, called the Medina Valley ISD Called Board Meeting to order at 7:00 pm, a quorum of the Board Members were present, Shannon Beasley, Beth Zinsmeyer, Jennilea Campbell, Darren Calvert, Mario De Leon, Terry Groff and Bruce Haby.

II. Hear from Patrons and/or Staff - none

III. Discussion and Possible Action Items

A. Dr. Rohrbach presented a Postponement Order for the May 2 Trustee Election.

Jennilea Campbell made a Motion, seconded by Terry Groff, to approve the Postponement of the May 2, 2020 Trustee Election to November 3, 2020 as presented. All Board members voted for and the Motion passed.

B. Dr. Rohrbach presented information regarding a Resolution Concerning SB 693 Relating to Three-Point Seatbelts on Buses.
No Action was taken.

C. Dr. Rohrbach presented an estimate for a BuyBoard Purchase of 5 Buses with three-point seatbelts.

Jennilea Campbell made a Motion, seconded by Beth Zinsmeyer, to approve the BuyBoard purchase of 5 buses with three-point seatbelts. All of the Board Members voted for and the Motion passed.

D. Mr. Zamora presented a Budget Amendment for the Board to consider.

Terry Groff made a Motion, seconded by Mario De Leon, to approve the Budget Amendment as presented. All Board Members voted for and the Motion passed.

IV. Adjournment

Mario De Leon made a Motion, seconded by Darren Calvert, to adjourn the Called School Board Meeting at 7:25 pm on April 9, 2020. All Board Members voted for and the Motion passed.

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Shannon Beasley, Board President Jennilea Campbell, Board Secretary

Board Approved_____

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT



"Proud of our past, dedicated to the present, committed to the Future"

MEMORANDUM

To: Medina Valley ISD Board of Trustees
From: Dr. Kenneth Rohrbach, Superintendent
Re: Adoption of Instructional Materials Allotment and TEKS Certification for 2020-2021
Date: April 14, 2020

Each year prior to ordering instructional materials, the Board of Trustees and the Superintendent must certify each of the following:

1. The district's technology and instructional materials allotment is used only for expenses allowed by TEC §31.0211.
2. For the current school year, this district has instructional materials that collectively cover all elements of the Texas Essential Knowledge and Skills of the required curriculum in the TEC §28.002, other than physical education, for each subject and grade level (TEC §31.004).
3. Upon request, this district will provide to the State Board of Education the title and publication information for any instructional materials requisitioned or purchased by the district with the district's allotment (TEC §31.101).

Superintendent Recommendation: Adopt the Instructional Materials Allotment and TEKS Certification for 2020-2021.

8449 FM 471 South, Castroville, TX 78009-5309 Phone (830) 931-2243 FAX (830) 931-4050

MEDINA VALLEY ISD	163908
District Name	County District Number

Allotment and TEKS Certification, 2020-21

The district superintendent, along with the president and secretary of the local board of trustees, or the officers of the governing body of the charter school, certify the following:

1) This district's technology and instructional materials allotment is used only for expenses allowed by the Texas Education Code (TEC), §31.0211.

2) For the current school year, this district has instructional materials that collectively cover all elements of the Texas Essential Knowledge and Skills of the required curriculum identified in the TEC, §28.002, other than physical education, for each subject and grade level (TEC §31.004).

3) Upon request, this district will provide to the State Board of Education the title and publication information for any instructional materials requisitioned or purchased by the district with the district's allotment (TEC §31.101).

Certified	Grade Level
☑	Kindergarten
☑	Grade 1
☑	Grade 2
☑	Grade 3
☑	Grade 4
☑	Grade 5
☑	Grade 6
☑	Grade 7
☑	Grade 8
☑	Grade 9
☑	Grade 10
☑	Grade 11
☑	Grade 12

Certified	Subject Area
☑	CAREER & TECHNICAL EDUCATION (CTE)
☑	ENGLISH LANGUAGE ARTS AND READING
☑	ENGLISH LANGUAGE PROFICIENCY STANDARDS
☑	FINE ARTS
☑	HEALTH
☑	LANGUAGES OTHER THAN ENGLISH
☑	MATHEMATICS
☑	SCIENCE
☑	SOCIAL STUDIES
☑	TECHNOLOGY APPLICATIONS

Signature of Superintendent

_____
Signature

Signatures of Board President and Secretary or Governing Board Officers

_____
Board President

_____
Board Secretary

Scan the signed certification document and attach it to an Instructional Materials Help Desk ticket with the following subject line: [your district] certification (ex: Anywhere ISD)

Submit through an IM Help Desk ticket.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

"Proud of our past, dedicated to the present, committed to the Future"

MEMORANDUM

To: Medina Valley ISD Board of Trustees
From: Dr. Kenneth Rohrbach, Superintendent
Re: TASB Policy Review Agreement
Date: April 13, 2020

Medina Valley ISD utilizes TASB Policy Service to maintain and update its board policy manual. In the approved 2020 Superintendent Evaluation Document, item 5A requires "during the prior evaluation year, the superintendent recommended a TASB policy review to the Board." The last comprehensive review of district policy by TASB occurred in 2014. TASB recommends a comprehensive policy audit every 5 to 7 years to "ensure policy matches practice in key areas, to resolve internal inconsistencies that develop over time, and to train administrators and the board on policy issues".

Superintendent Recommendation: Approve the TASB Policy Review Agreement.

8449 FM 471 South, Castroville, TX 78009-5309 Phone (830) 931-2243 FAX (830) 931-4050

Texas Association of School Boards • Policy Service
P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.7529

Serving Texas Schools Since 1949

Policy Review Session Agreement

This Policy Review Session Agreement is entered into between the Texas Association of School Boards, Inc. (TASB), through its TASB Policy Service division, and the undersigned "Subscriber."

1. Scope: This Agreement is for Policy Service to conduct a Policy Review Session for Subscriber. As a prerequisite for entering into this Agreement, Subscriber must be a member of TASB, a subscriber to Policy Service (school district subscribers only), and a subscriber to Policy Updating Services. The Agreement includes the following services: auditing Subscriber's Localized Policy Manual; preparing for and conducting workshops with Subscriber's administrators and, if requested, Subscriber's board; preparing a written summary of the review session; and training Subscriber's officials on the policy manual. The workshop with administrators consists of up to **eight hours**. The Policy Review Session does not include a review of regulations or handbooks.

2. Cost: Subscriber will pay the required fee and any additional charges presented by invoice or other written statement within 45 days or such other time period authorized by law. The current fee methodology is described in the attached Payment Schedule.

3. Schedule: Upon receipt of the signed Agreement, the policy consultant assigned to the project will contact Subscriber to tentatively schedule the Policy Review Session and to obtain necessary materials and information from Subscriber. Subscriber must provide these materials to the policy consultant at least 30 days prior to the tentatively scheduled date in order for the consultant to confirm a final date for the review session.

4. Termination: Subscriber may terminate this Agreement at any time by giving 30 days' prior written notice.

TASB may terminate this Agreement based on any of the following: (1) Subscriber's failure to make timely payment, subject to and consistent with law, including the Texas Prompt Payment Act (Tex. Gov. Code §§ 2251.021 *et seq*.), as applicable; (2) Subscriber's failure to timely renew its separate TASB membership; however, if the applicable TASB membership fee for Subscriber increases without the benefit of at least 30 days' prior written notice before the date of this Agreement, TASB may, within its sole discretion, either terminate this Agreement or provide the services described in this Agreement; (3) Subscriber's failure to timely renew its separate Policy Service Subscription Agreement (for school district subscribers only); (4) Subscriber's failure to timely renew its separate Policy Updating Services Agreement; (5) Subscriber's failure to fully and timely pay any undisputed amounts due for any additional "fee for services"; (6) Subscriber's failure to confirm a Policy Review Session date within 180 days of entering into this Agreement; (7) Subscriber's failure to address the summary or final policy recommendations within six months of receipt from Policy Service; or (8) TASB providing Subscriber 30 days' prior written notice of termination.

Either party may terminate this Agreement due to an event of default. An event of default is the failure by either party to comply with any material obligation under this Agreement and such noncompliance remains uncured for more than 30 days after receipt of written notice thereof.

In the event either party terminates this Agreement before the completion of services, Subscriber will reimburse TASB for all costs incurred up to the date of cancellation and will pay TASB's fee for consulting hours actually rendered.

5. Use of Subscriber Information: Subscriber grants TASB a perpetual, nonexclusive, royalty-free license to copy, modify, and use any information and data obtained from Subscriber through this Agreement so that TASB may create analytical trend data (in anonymous form) and in order to improve the quality of TASB's services to its members, clients, and constituents, as well as to carry out TASB's legitimate business purposes, including the creation of statistical studies and compilations. Such studies and compilations may be shared with third parties, such as the Texas Education Agency, the Texas Legislature, and media. The license granted herein, however, shall not extend to Subscriber's information made confidential under law. Unless otherwise authorized in writing or required by law, TASB (1) will not disclose Subscriber's specific policies in a manner that identifies them as Subscriber's policies and (2) will not disclose any other Subscriber information in a manner that allows particular individuals to be associated with Subscriber's specific information. Notwithstanding the foregoing, Subscriber agrees that Subscriber's name may appear in a list of participating entities for reports containing analytical trend data.

6. Maintenance of Records: TASB shall not serve or act as custodian of records that are developed or obtained pursuant to this Agreement, within the meaning of the Texas Public Information Act or other law. As between Subscriber and TASB, Subscriber is and shall remain the custodian of records, including all policies developed under this Agreement.

7. Relationship: For purposes of this Agreement, Subscriber and TASB are independent contractors and not employees, agents, or representatives of one another, and nothing in this Agreement constitutes a partnership, agency, or joint venture between Subscriber and TASB. Notwithstanding the foregoing, Subscriber appoints TASB Policy Service as Subscriber's representative to consult with TASB Legal Services for legal advice on Subscriber's localized policy matters, and Subscriber appoints and consents to having TASB Legal Services provide such legal counsel for Subscriber.

8. DISCLAIMER: SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICE PROVIDED THROUGH THIS AGREEMENT IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TASB SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TASB MAKES NO WARRANTY THAT THE INFORMATION OR CONTENT PROVIDED IS ERROR-FREE OR FULLY CURRENT. TASB MAKES NO WARRANTY REGARDING THE INFORMATION, MATERIALS, GOODS, OR SERVICES OBTAINED THROUGH THE SERVICE, OR THAT ANY OF THESE DELIVERABLES WILL MEET SUBSCRIBER'S REQUIREMENTS OR ALL GOVERNMENTAL REQUIREMENTS.

9. LIMITATION OF LIABILITY: TASB'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAYABLE UNDER THIS AGREEMENT.

10. Current Revenue: Subscriber represents and agrees that all payments required under this Agreement will be made from revenues currently budgeted and available.

11. Amendments: TASB may amend this Agreement in writing, based on prior written notice, as set out herein. Unless the amendment expressly states otherwise, a written amendment will not require the

signature of Subscriber or TASB. Subscriber's continued use of the service provided through this Agreement or payment of the required fee will constitute acceptance.

12. No Legal Advice: The service provided through this Agreement is intended to assist Subscriber with state and federal regulatory compliance and to help Subscriber understand the various laws that apply to Texas school districts or Education Service Centers, as appropriate for Subscriber. Nothing provided through this Agreement is intended to serve as an exhaustive compilation or explanation of the law, legal advice, or as a substitute for the advice of an attorney.

13. Accessibility: For the purposes of disabled users, Subscriber is solely responsible for website accessibility of documents created from the manipulation of TASB Policy Service materials.

14. Governing Law: This Agreement is governed by Texas law.

15. Notices: Any notice required by this Agreement shall be addressed to the party's last address of record, as follows: (i) if to TASB, to the attention of the Director of TASB Policy Service; and (ii) if to Subscriber, to the attention of the chief executive officer or Subscriber's designee.

Wherefore, you are entering into this Agreement on behalf of the below-named Subscriber. Your signature represents that you have the authority to bind Subscriber to the Agreement as presented. Any interlineations or modifications by Subscriber to this Agreement will not be valid or enforceable unless TASB consents to the change in writing. A facsimile or imaged copy of a party's signature shall be valid as an original for all purposes.

District's name (Subscriber) Medina Valley Independent School District

Authorized signature: _____

Printed name: _____

Title: _____

Date: _____

Subscriber: Please sign and return to TASB Policy Service; retain a copy for your records.

Gail W Ayers
Gail Ayers, Assistant Director, Operations

9/18/2019
Date Issued

TASB Policy Service
Attn: Gail Ayers, Assistant Director, Operations
P.O. Box 400, Austin, TX 78767
512-467-3618 (fax)
Policy.Service@tasb.org

Texas Association of School Boards • Policy Service
P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.7529

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Payment Schedule

Policy Review Session

Policy Review Session fee	$2,000.00
Policy consultant's travel expenses to Subscriber's offices to conduct review session	Actual cost*****
Review session materials	Actual cost
Actual workshop time with administrators (for time **in excess of eight hours**, cumulative)	$150.00 per hour

Policy changes resulting from the review session are NOT included in the fee stated in the Payment Schedule and will be billed separately as a Local District Update (LDU) under Subscriber's Policy Updating Services Agreement at current rates. The cost of the LDU will depend on the extent of policy changes necessary to bring the manual up to date. Rates quoted are valid for 90 days from TASB's issue date of this Agreement.

*****All travel expenses will be charged in accordance with TASB's standard staff travel policy, which is available for review upon request.

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Serving Texas Schools Since 1949

September 18, 2019

Dr. Kenneth Rohrbach, Superintendent
Medina Valley ISD
8449 FM 471 S
Castroville, TX 78009-5309

Dear Dr. Rohrbach:

I am pleased that your district is considering a Policy Review Session, which consists of a comprehensive audit and review of the district's local policy manual to restore the manual to optimal condition and reflect the uniqueness of your district.

A Policy Review Session benefits your district in several ways, such as:

- Ensuring that your manual clearly communicates requirements for local governance and management
- Resolving policy inconsistencies and addressing emerging policy needs
- Restoring confidence in the relevance of district policy and in the use and maintenance of manuals
- Increasing board members' and administrators' understanding of policy
- Identifying and clarifying board and administrative responsibilities

I have enclosed a Policy Review Session Agreement and a description of the process. The basic cost for the Policy Review Session is $2,000, plus the policy consultant's travel costs and the cost of review session copies. **If actual workshop time with administrators exceeds eight hours, cumulatively, the excess hours will be billed at $150 per hour.** Policy changes resulting from the Session are billed separately as a Local District Update under the district's Updating Services Agreement at current rates. The cost of the Local District Update will depend on the extent of policy changes necessary to bring the manual up to date and currently averages $1,639, inclusive of printing charges.

With the return of your signed Agreement, I will contact you to begin the project and work out time lines acceptable to the district. I look forward to working with you and visiting your district. In the meantime, please call me if you have any questions.

Sincerely,

Lexi O'Hair
Policy Consultant

Enclosures

PRS LV 2

The Policy Review Session Process

The Policy Review Session is a comprehensive audit and review of the district's local policy manual. This undertaking will ensure that your manual is a solid base that clearly communicates requirements for local district governance and management and reflects the uniqueness of your district.

The process takes several months from start to finish, depending on variables at each of the following steps:

1. Following receipt of the Policy Review Session Agreement from the district, the policy consultant schedules a tentative date and sends the district an extensive questionnaire. The questionnaire addresses current demographics, practices, and statutory options the district has exercised.

2. The district returns the completed questionnaire. The questionnaire **must** be received at least 30 days prior to the tentatively scheduled Policy Review Session or the date cannot be confirmed.

3. The consultant conducts a comprehensive manual audit, including:

   - An analysis of the completed questionnaire and the contents of the district's manual
   - A detailed review of (LOCAL) policies to assess the manual's internal consistency

4. The consultant visits the district to work with administrators and the board using the report produced by the audit as the basis for discussion.

   - The consultant meets with administrators for up to eight hours to explore and resolve any inconsistencies identified by the audit, to address other policy issues of importance to the administrators, and to train administrators in the use of the manual. Administrators receive training credit for this time.
   - That evening the consultant meets with the board to review the governance section of the manual and other key policies of particular interest to the board.
   - If the board would like to have a basic training session in policy making and policy manual maintenance for one hour of board training credit, the consultant can conduct a workshop, at no additional charge, in a separate meeting called for that purpose before the meeting in which your policy manual is discussed.

5. Upon returning to the office, the consultant prepares and mails a summary of the work accomplished at the staff and board sessions. The summary includes an itemized list of the recommended policy revisions, along with annotated changes to the district's current policies.

6. The district staff carefully reviews the summary and supplies any missing documentation. The board reviews the recommendations, and the decisions are marked appropriately on the summary document.

7. The district returns the summary, along with any changes, to the consultant.

8. After the changes are made in TASB's internal system, all unique (LOCAL) policies are sent to TASB Legal Services for legal review.

9. A reprinted copy of the manual is sent to the district.

10. The board adopts all the (LOCAL) policies in the reprinted manual and repeals all previously adopted policies.

11. If using *Policy On Line*, the district notifies Policy Service when the adoption/repeal has been completed. TASB then installs or updates the online version of the district's localized policy manual on the TASB web server.

12. After review of the district's unique local policies by TASB Legal Services, any legal concerns will be expressed in a letter to the superintendent from a TASB attorney.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

"Proud of our past, dedicated to the present, committed to the Future"

MEMORANDUM

To: Medina Valley ISD Board of Trustees
From: Dr. Kenneth Rohrbach, Superintendent
Re: Revised Board Policy DEC (Local)
Date: April 15, 2020

Current adopted Board Policy DEC (Local) requires leave to be recorded in half-day increments. The proposed revision would record leave in half-day increments for positions in which a substitute is normally required, and hourly increments for positions for which a substitute is not normally required. For those positions in which a substitute is not normally required, leave would be recorded in half-day increments when using non-duty days.

Superintendent Recommendation: Approve revised Board Policy DEC (Local).

8449 FM 471 South, Castroville, TX 78009-5309 Phone (830) 931-2243 FAX (830) 931-4050

Definitions

The term “immediate family” is defined as:

Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

Catastrophic Illness or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

Earning Local Leave

An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.

Deductions

Leave Without Pay

The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated

and available paid leave shall result in deductions from the employee's pay.

Leave Proration

Employed for Less Than Full Year

If an employee separates from employment with the District before his or her last duty day of the year, or begins employment after the first duty day, state personal leave and local leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for:

1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and
2. Local leave the employee used but had not earned as of the date of separation.

Employed for Full Year

If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.

Recording

Leave shall be recorded as follows:

1. ~~Leave shall be recorded in half-day increments for all employees.~~ For positions for which a substitute is normally required, leave shall be recorded in half-day increments, even if a substitute is not needed.

~~1.~~2. For positions for which a substitute is not normally required, leave shall be recorded on an hourly basis when using sick leave or personal leave and in half-day increments when using non-duty days.

3. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.

Order of Use

Earned compensatory time shall be used before any available paid state and local leave. [See DEAB]

Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:

1. Local leave.
2. State sick leave accumulated before the 1995–96 school year.
3. State personal leave.

Use of sick leave bank days shall be permitted only after all available state and local leave has been exhausted.

Concurrent Use of Leave

When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.

The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than three consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent;
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child; or
4. The employee requests FMLA leave for military caregiver purposes.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used:

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

Limitations

Request for Leave

The employee shall submit a written request for discretionary use of state personal leave to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or District operations, as well as the availability of substitutes.

Duration of Leave

Discretionary use of state personal leave shall not exceed three consecutive workdays, except in extenuating circumstances as determined by the Superintendent.

Schedule Limitations

For appropriate instructional staff, discretionary use of leave shall not be allowed on the day before or after a school holiday, days scheduled for end-of-semester or end-of-year examinations, days scheduled for applicable state-mandated assessments, or professional or staff development days.

Local Leave

Employees in positions normally requiring ten months of service shall earn five paid local leave days per school year in accordance with administrative regulations.

Employees in positions normally requiring 11 months of service shall earn six paid local leave days per school year in accordance with administrative regulations.

Employees in positions normally requiring 12 months of service shall earn seven paid local leave days per school year in accordance with administrative regulations.

Local leave shall accumulate without limit.

Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]

Sick Leave Bank

The District shall establish a sick leave bank that employees may join through contribution of local leave.

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee experiences a catastrophic illness or injury and has exhausted all paid leave.

If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.

The Superintendent or designee shall develop regulations for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

Appeal — All decisions regarding the sick leave bank may be appealed in accordance with DGBA(LOCAL), beginning with the Superintendent or designee.

Family and Medical Leave — For purposes of an employee's entitlement to FMLA leave, the 12-month period shall begin on the first duty day of the school year.

Twelve-Month Period

Combined Leave for Spouses — If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA(LEGAL)]

Intermittent or Reduced Schedule Leave — The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. [See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]

Certification of Leave — If an employee requests leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]

Fitness-for-Duty Certification — If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.

End of Semester Leave — If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), Leave at the End of the Semester]

Failure to Return

If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost]

Temporary Disability Leave

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.

Workers' Compensation

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use paid leave.

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

Reimbursement for Leave Upon Separation

The following leave provisions shall apply to local leave earned beginning on the original effective date of this program.

An employee who separates from employment with the District shall be eligible for reimbursement for local leave under the following conditions:

1. The employee's separation from employment is voluntary, i.e., the employee is retiring or resigning and is not being discharged or nonrenewed.
2. The employee provides advance written notice of intent to separate from employment. Contract employees must provide

written notice at least 90 days before the last day of employment. Non-contract employees must provide written notice at least two weeks before the last day of employment.

3. The employee has at least ten years of service with the District.

4. The employee has at least 15 days of available local leave.

The employee shall be reimbursed for each day of local leave, to a maximum of $5,000, at a rate established by the Board. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

"Proud of our past, dedicated to the present, committed to the Future"

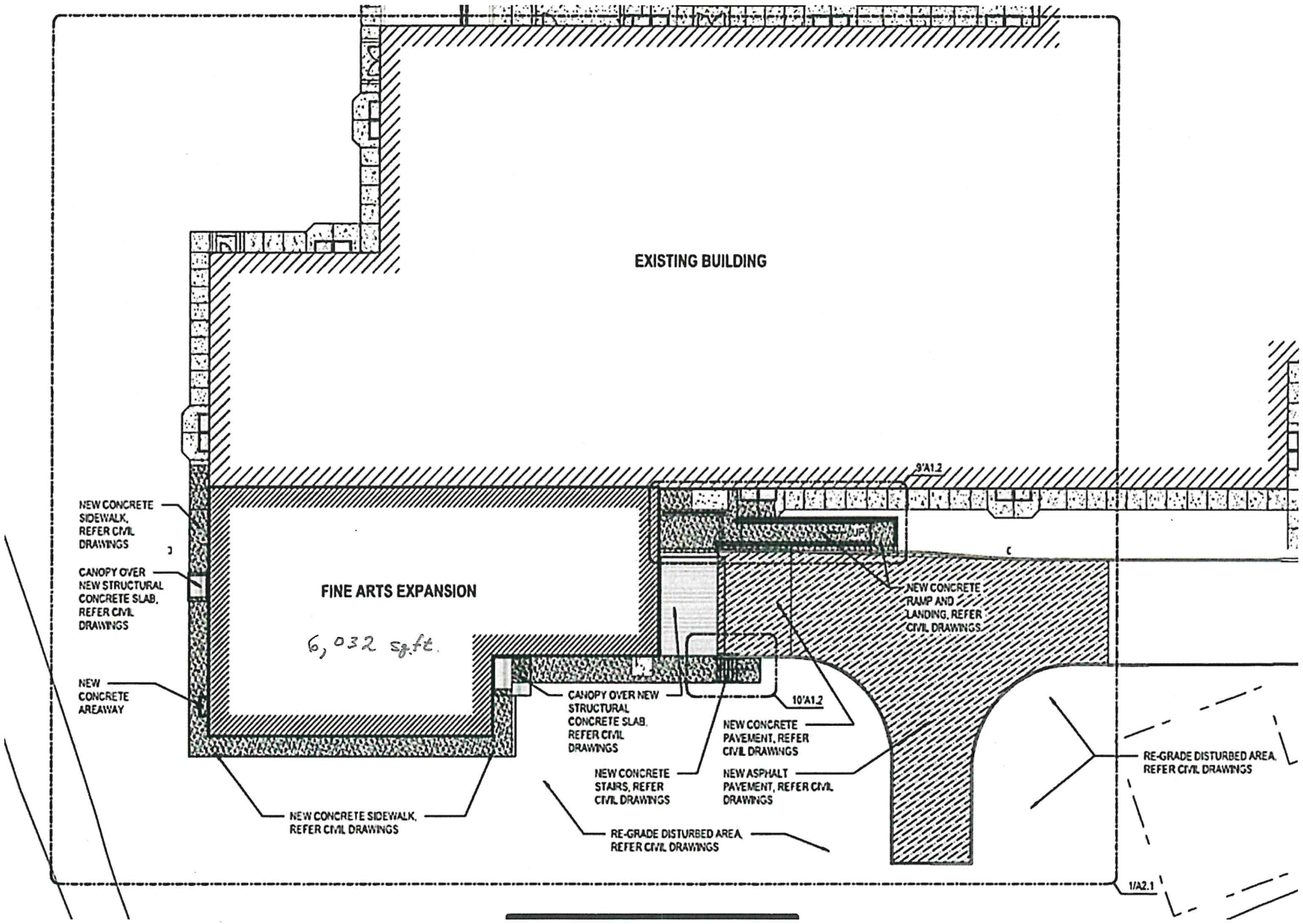
MEMORANDUM

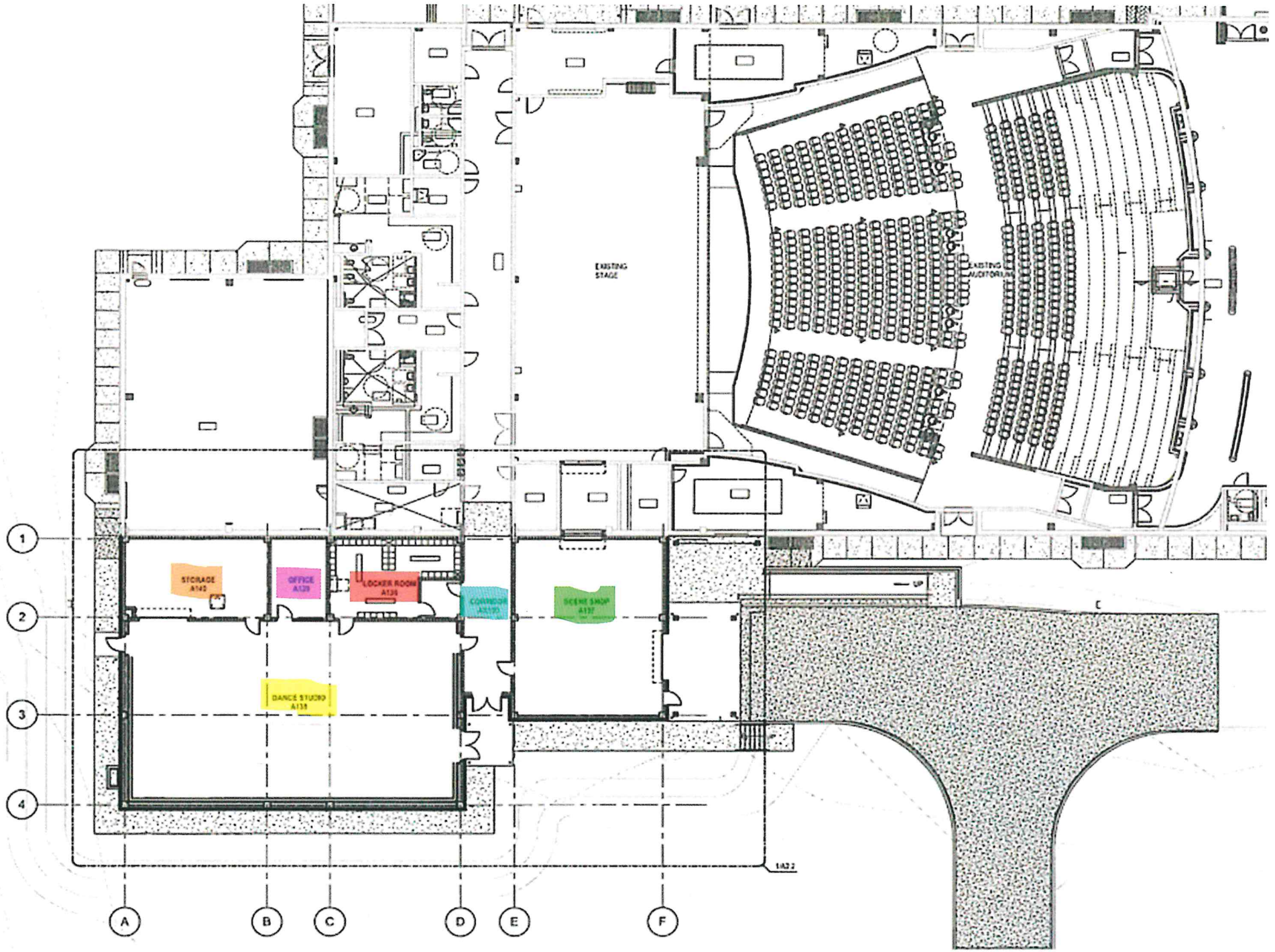
To: Medina Valley ISD Board of Trustees
From: Dr. Kenneth Rohrbach, Superintendent
Re: Consider contract change order for the high school remodel and expansion to the existing Performing Arts Center as part of the 2019 Bond.
Date: April 16, 2020

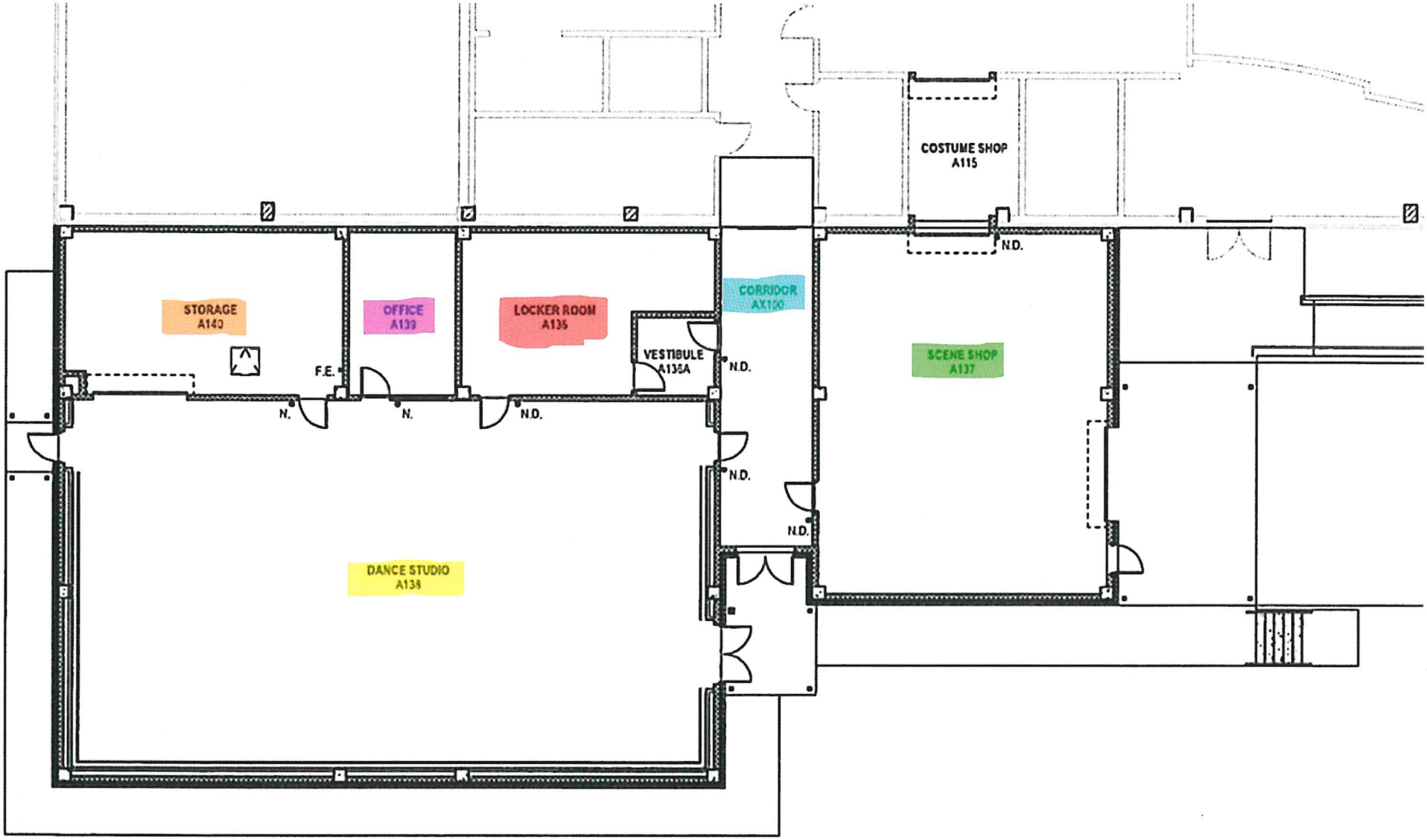
- The 2019 Bond Program included adding on and completing the existing H.S. as such:
  - 800 Student Addition (42,000 sq. ft.)
  - High School Parking/Paving (Approx. 4.4 acres)
  - Renovation to existing high school buildings
  - Add-on to P.A. Center (Approx. 6,000 sq. ft.)
- Budget for the construction costs for items 3 & 4 was $1.9MM
- Drawings and a schematic are attached for your review.
- The plans meet the approval of both the Assistant Superintendent for Curriculum, Instruction & Student Services, and the Fine Arts Director, as both have been fully involved in the design process.
- Per policy CV (Legal) & CH (Legal), the district is allowed to increase, up to 25% per change order, a contract with an original contract price of $1MM or more.
- The contract with Griggs Construction for Items 1 & 2 above was $9,140,000 (25% = $2,285,000)
- Plans & specifications have been given to Griggs Construction for pricing of the project.

A recommendation will not be available until meeting time as pricing will not be in until the end of the week.

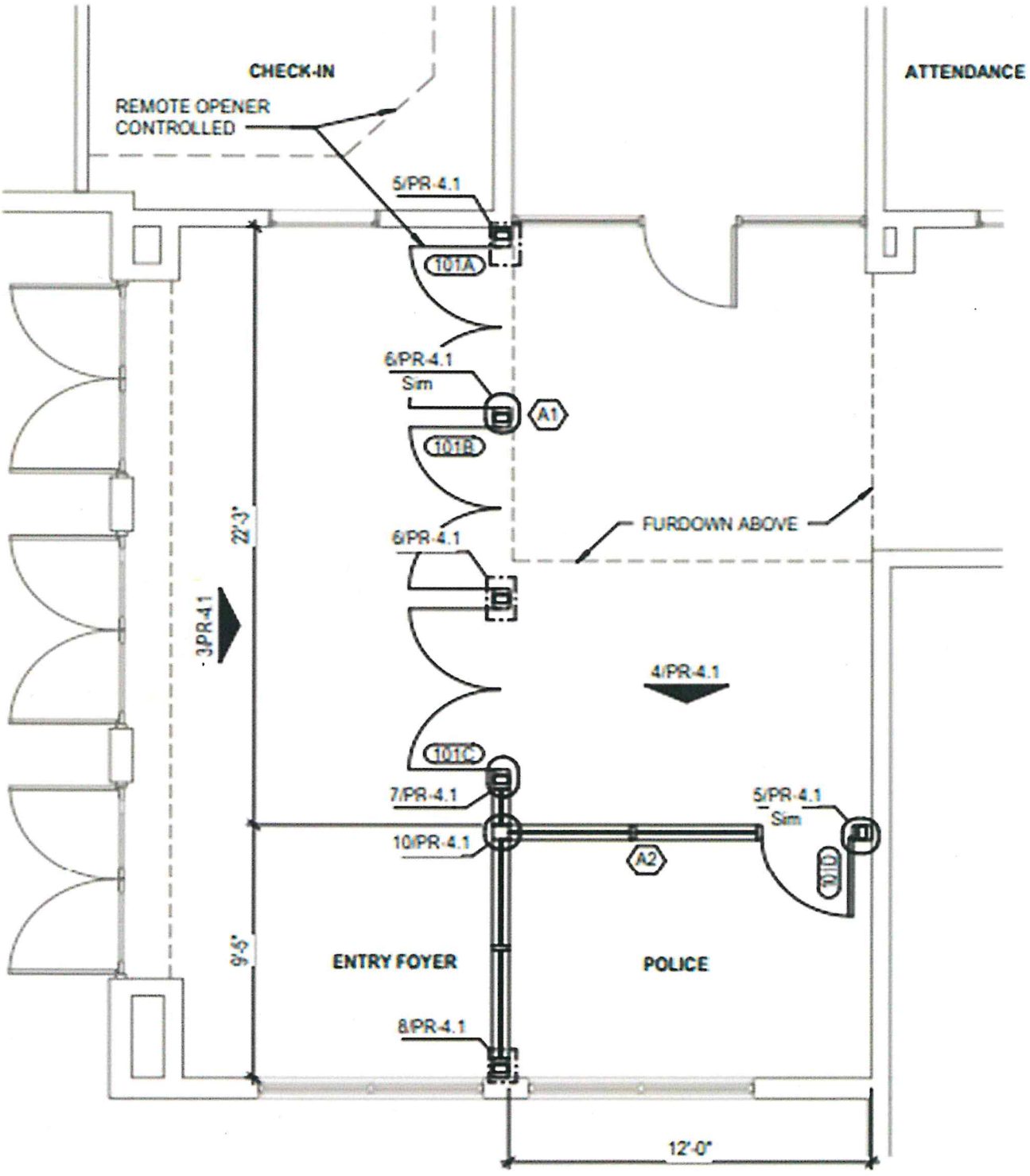
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EXISTING BUILDING
FINE ARTS EXPANSION
6,032 sq.ft.
NEW CONCRETE SIDEWALK, REFER CIVIL DRAWINGS
CANOPY OVER NEW STRUCTURAL CONCRETE SLAB, REFER CIVIL DRAWINGS
NEW CONCRETE AREAWAY
NEW CONCRETE SIDEWALK, REFER CIVIL DRAWINGS
CANOPY OVER NEW STRUCTURAL CONCRETE SLAB, REFER CIVIL DRAWINGS
NEW CONCRETE STAIRS, REFER CIVIL DRAWINGS
RE-GRADE DISTURBED AREA, REFER CIVIL DRAWINGS
NEW CONCRETE PAVEMENT, REFER CIVIL DRAWINGS
NEW ASPHALT PAVEMENT, REFER CIVIL DRAWINGS
NEW CONCRETE RAMP AND LANDING, REFER CIVIL DRAWINGS
9'A1.2
10'A1.2
1/A2.1
RE-GRADE DISTURBED AREA, REFER CIVIL DRAWINGS


EXISTING STAGE
EXISTING AUDITORIUM
STORAGE A140
OFFICE A139
LOCKER ROOM A138
CORRIDOR A137
SCENE SHOP A137
DANCE STUDIO A138
UP
1
2
3
4
A
B
C
D
E
F


COSTUME SHOP
A115
N.D.
STORAGE
A140
OFFICE
A139
LOCKER ROOM
A136
CORRIDOR
AX100
VESTIBULE
A136A
N.D.
SCENE SHOP
A137
F.E.
N.
N.
N.D.
N.D.
N.D.
DANCE STUDIO
A138





2 FLOOR PLAN - ENTRY

SCALE: 1/4" = 1'-0"

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

"Proud of our past, dedicated to the present, committed to the Future"

MEMORANDUM

To: Medina Valley ISD Board of Trustees
From: Dr. Kenneth Rohrbach, Superintendent
Re: Approval of Innovative Course Titled Agricultural Leadership, Research, and Communications
Date: April 16, 2020

If approved, the Agricultural Leadership, Research and Communications course will allow MVHS Ag Science Leadership students to receive relevant instruction which is better suited for Ag Leadership courses. This new innovative course replaces current courses which require teachers to cover supplementary Non-Leadership focused curriculum.

Superintendent Recommendation: Approve the innovative course.

8449 FM 471 South, Castroville, TX 78009-5309 Phone (830) 931-2243 FAX (830) 931-4050

Approved Innovative Course

- *Districts must have local board approval to implement innovative courses*
- *Innovative courses may meet state elective credit only*
- *CTE Innovative courses may not be the final course in a coherent sequence for an endorsement*
- *Course requirements must be met without modification*

Course: Agricultural Leadership, Research, and Communications
PEIMS Code: N1300266
Abbreviation: AGLRC
Grade Level(s): 10-12
Number of Credits: 1.0

Course description:

Agricultural Leadership, Research and Communications will focus on challenging Agriculture, Food, and Natural Resources (AFNR) students to use higher level thinking skills, develop leadership abilities, employ standard research principles, and communicate agricultural positions effectively with all stakeholders.

Essential knowledge and skills:

(a) General requirements. This course is recommended for students in Grades 10-12. Prerequisite: one credit from courses in the Agriculture, Food, and Natural Resources Career Cluster. Students shall be awarded one credit for successful completion of this course.

(b) Introduction.

(1) Career and technical education instruction provides content aligned with challenging academic standards and relevant technical knowledge and skills for students to further their education and succeed in current or emerging professions.

(2) The Agriculture, Food, and Natural Resources Career Cluster focuses on the production, processing, marketing, distribution, financing, and development of agricultural commodities and resources, including food, fiber, wood products, natural resources, horticulture, and other plant and animal products/resources.

(3) Agricultural Leadership, Research and Communications will focus on challenging Agriculture, Food, and Natural Resources AFNR students to use higher level thinking skills, develop leadership abilities, employ standard research principles, and develop and communicate agricultural positions effectively with all stakeholders.

(4) Students are encouraged to participate in extended learning experiences such as career and technical student organizations and other leadership or extracurricular organizations.

(5) Statements that contain the word "including" reference content that must be mastered, while those containing the phrase "such as" are intended as possible illustrative examples.

(c) Knowledge and Skills

(1) The student demonstrates professional standards/employability skills as required by business and industry. The student is expected to:

(A) identify career development and entrepreneurship opportunities in the field of agriculture;

(B) apply competencies related to resources, information, interpersonal skills, and systems associated with leadership in agriculture;

(C) research licensing, certification, and credentialing requirement;

(D) identify employers' expectations, including appropriate work habits, ethical conduct, and legal responsibilities;

(E) demonstrate characteristics of good citizenship such as stewardship, advocacy, and community leadership; and

(F) research career topics using technology such as the Internet.

(2) The student develops a supervised agriculture experience program. The student is expected to:

(A) plan, propose, conduct, document, and evaluate a supervised agriculture experience program as an experiential learning activity;

(B) apply proper record-keeping skills as they relate to the supervised agriculture experience;

(C) participate in youth leadership opportunities to create a well-rounded experience program; and

(D) produce and participate in a local program of activities using a strategic planning process.

(3) The student researches the qualities and characteristics of effective leaders within the agricultural industry. The student is expected to:

(A) identify past agricultural leaders, explain their contributions, and define how their contributions affected the industry;

(B) compare characteristics of effective leaders and explain how these traits enabled them to enact meaningful change; and

(C) analyze the leadership skills of a present-day leader in the field of agriculture and present findings.

(4) The student describes organizational leadership structures at the local, state, and national levels. The student is expected to:

(A) identify agricultural and governmental leadership positions in the local community, explain their roles, and determine how their decisions affect production agriculture;

(B) identify agricultural leadership positions at the state and national levels, explain their roles, and evaluate their impact;

(C) define and analyze the process in which laws, regulations, and policies are developed at the local, state, and national levels;

(D) evaluate a recent law affecting Agriculture, Food, and Natural Resources (AFNR) and analyze its impact on local agriculture; and

(E) identify the format used by local, state, or national government in developing legislation.

(5) The student develops skills needed to participate effectively in an organizational meeting. The student is expected to:

(A) investigate parliamentary laws, motions, and other procedures.

(B) apply parliamentary procedures to conduct organizational business meetings;

(C) debate and discuss issues in a clear, concise, and professional manner;

(D) serve as presiding officer over an actual or mock organizational meeting; and

(E) analyze an organizational meeting, such as a local school board, and make recommendations to increase its overall efficiency and effectiveness.

(6) The student demonstrates a technical skill needed for agriculture to fellow students, adult learners, producers, and other agricultural clients. The student is expected to:

(A) examine the components of an effective skills demonstration and create a list of essential characteristics;

(B) identify an agricultural skill, develop detailed instructions for performing that skill, and then demonstrate with proficiency;

(C) analyze the performance of a pre-identified skill and make recommendations to increase its overall efficiency and effectiveness; and

(D) determine real-world applications for the demonstration process.

(7) The student understands and explains the scientific method. The student is expected to:

(A) identifies the importance of using the scientific process;

(B) explain the scientific method;

(C) provide historical examples of how the scientific method has been used;

(D) apply the scientific method to independent research; and

(E) present findings and conclusions based on researched performed using the scientific method.

(8) The student examines the use of logic in debate, analysis, and dissemination of information impacting the agricultural community. The student is expected to:

(A) identify common fallacies and incorrect argument methods;

(B) analyze popular debate and discussions and then point out fallacies; and

(C) present an argument free of logical fallacies.

(9) The student identifies a controversial topic related to agriculture, then develops an advocacy plan and presentation. The student is expected to:

(A) research controversial areas of agriculture such as property rights, water rights, high fencing, cloning, growth supplements;

(B) explain and analyze all sides of a controversial agricultural issue;

(C) develop an advocacy plan for each point of view and present the plan to diverse constituents.

(10) The student presents and disseminates agricultural information using various media. The student is expected to:

(A) examine historical and traditional media outlets;

(B) research and write agricultural articles for publication in print media outlets;

(C) develop scripts for radio broadcasts and then effectively use a radio broadcast to communicate agricultural information;

(D) develop scripts for video broadcasts and then effectively use a video broadcast to communicate agricultural information; and

(E) examine and critique various social media platforms

(F) disseminate agricultural information in a responsible, professional manner via social media.

(11) The student disseminates agricultural information via presentations to groups of various sizes. The student is expected to:

(A) examine historical and present day agricultural education;

(B) analyze various group dynamics;

(C) plan, develop, and deliver effective presentations;

(D) analyze, evaluate, and critique group presentations; and

(E) identify persons such as the County agent, agencies such as the Natural Resources Conservation Service (NRCS), and groups such as Texas Agri-Life Extension service that are responsible for information dissemination and public education.

(12) The student evaluates and critiques diverse agriculture resources. The student is expected to:

(A) Identify processes used in the evaluation of diverse agricultural resources;

(B) identify industry positions which require professional judgments on agricultural resources;

(C) compare, contrast, and evaluate agricultural resources and then make professional decisions using reliable methods of approach; and

(D) explain and defend decisions made on the evaluation of agricultural resources.

Description of specific student needs this course is designed to meet:

Agricultural Leadership, Research and Communications is designed to meet critical student needs, as they become professionals in their communities and in the agricultural industry. The skills needed include: learning to conduct meetings, designing presentations, delivering public speeches, utilizing effective advocacy methods, applying scientific research methods, developing an evaluation approach, performing analysis and synthesizing meaningful agricultural materials. Generally, students will gain essential skills needed to be effective leaders and professionals.

Major resources and materials:

This course should use a cross section of resources developed for AFNR and CTE, including but not limited to;

1. *Gray, J. D. (1964).* Parliamentary guide for FFA *(4th ed.). Wolfe City, TX: Henington Pub. Co.*,
2. *9, 2. M., & 3, 2. M. (2017, May 09). The Texas A&M AgriLife Extension Service. Retrieved May 11, 2017, from https://agrilifeextension.tamu.edu/*,
3. (n.d.). Retrieved May 11, 2017, from https://www.ffa.org/home
4. (n.d.). Retrieved May 11, 2017, from https://www.ffa.org/home
5. Bradford, A. (2015, March 30). Science & the Scientific Method: A Definition. Retrieved May 11, 2017, from http://www.livescience.com/20896-science-scientific-method.html
6. UTEP, O. M. (n.d.). Retrieved May 11, 2017, from http://utminers.utep.edu/omwilliamson/engl1311/fallacies.htm

Recommended course activities:

Course activities should include rigorous, performance based exercises. Activities including: identifying and applying employability skills, developing a supervised agriculture experience program, researches the qualities and characteristics of effective leaders, analyzing leadership structure, participating effectively in an organizational meeting, demonstrating an agricultural skill, explaining and applying the scientific method, developing and executing an advocacy plan, utilizing diverse media for presentations and performing evaluations for diverse agriculture resources.

Approved Innovative Course

- *Districts must have local board approval to implement innovative courses*
- *Innovative courses may meet state elective credit only*
- *CTE Innovative courses may not be the final course in a coherent sequence for an endorsement*
- *Course requirements must be met without modification*

Students should participate in activities that simulate the duties performed every day by leaders and professionals in the agricultural community.

Suggested methods for evaluating student outcomes:

Evaluation should include work-product, student performance, and work ethic. Students should learn to self-evaluate and make adjustments. Evaluation should encourage risk taking and reward student progress.

Teacher qualifications:

(1) Agriculture, Food, and Natural Resources: Grades 6-12.
(2) Agricultural Science and Technology: Grades 6-12.
(3) Any vocational agriculture certificate

Additional information:

Waxahachie ISD anticipates this innovative course will not only challenge students, but also serve to reinforce learning from other courses within AFNR, CTE and other educational disciplines. “Agricultural Leadership, Research and Communications” will provide students with opportunities to develop skills and abilities used by leaders from all sects of agriculture.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

"Proud of our past, dedicated to the present, committed to the Future"

MEMORANDUM

To: Medina Valley ISD Board of Trustees
From: Dr. Kenneth Rohrbach, Superintendent
Re: Addition of CTE Courses for Patient Care Technician and Emergency Medical Service Program
Date: April 16, 2020

Dr. McHazlett and Mrs. Keller have been working with Southwest Texas Junior College to expand our offerings in our CTE program. Students have been surveyed and we do have a significant number that are interested in programs in Patient Care Technician (PCT) and Emergency Medical Service Program (EMS). The PCT program courses lead to a Level I Certificate with certification(s)/license(s) in Nurse Assistant, Electrocardiogram, Phlebotomy, and Clinical Medical Assistant. The Emergency Medical Services (EMS) program includes courses that lead to a Level I Certificate Emergency Technician Basic (EMT-B).

Superintendent Recommendation: Approve the addition of CTE courses for Patient Care Technician and Emergency Medical Service.

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MEDINA VALLEY
INDEPENDENT SCHOOL DISTRICT

Career and Technical Education

SWTJC – HEALTH SCIENCE PROGRAM

Survey Results (87 sophomores and juniors responded)

Patient Care Technician (PCT)
- 32 Juniors (both years) / 29 Seniors (first year course only)

Emergency Medical Service Program (EMS)
- 29 Juniors (their Senior Year) - 34 Seniors

PATIENT CARE TECHNICIAN (PCT)

Purpose of Program

- The Patient Care Technician (PCT) Program includes courses that lead to a Level 1 Certificate with certification(s)/license(s) in Nurse Assistant, Electrocardiogram, Phlebotomy, and Clinical Medical Assistant.
- The PCT Level 1 Certificate is a one-year, 2 semester, program that prepares students for certification by the National Healthcareer Association (NHA) in Electrocardiogram, Phlebotomy and Clinical Medical Assistant.
- In addition, the program also prepares students for certification by the Texas, Nurse Aide Training and Competency Evaluation Program (NATCEP) as a Certified Nurse Assistant.
- Upon successful completion of the program and certifications, students will possess the basic knowledge and skills necessary to check vital signs, perform CPR and first aid, assist with medical examinations, and perform electrocardiograms, basic laboratory procedures, phlebotomy, and nurse assistant needs.

Admission Requirements

- Students are admitted through regular college admission procedures (*see Admission Regulations section*).
- The Level 1 Certificate is Texas Success Initiative (TSI) exempt; however, those not meeting TSI requirements are encouraged to enroll in the appropriate developmental course(s).

PCT - APPLICATION PROCESS

Applicant must meet the following requirements, prior to admission to program:

- Must hold a valid Texas driver's license or state issued Texas I.D card and Social Security Card
- Name documented on Texas DL or ID card must match valid Social Security card name documentation and number.
- Evidence of required immunizations, in writing, as required by the Texas Department of Health include: Hepatitis-B series, meningitis vaccine or acceptable titer levels. The Hepatitis-B series must be completed prior to registration. Also, a documented negative TB Skin test or a negative chest x-ray report must also be submitted with documentation within 12 months of the training session prior to the start of Nurse Aide training.
- Must obtain a current Basic Life Support (BLS) Provider CPR Card valid through the training period. Will be completed during program on set date.
- A criminal background check through the Texas Department of Public Safety must be passed. Process and fees will be explained by the Department Coordinator. Students with any criminal convictions might not be eligible to test for the state exam or National Registry tests.
- Students will be required to have their health care provider complete and sign a program health form, which will be provided the first day of class.
- Must obtain a high school diploma or GED within 1 year of completion of National Healthcareer Association courses (Phlebotomy Technician, Electrocardiogram Technician, and Clinical Medical Assistant).

PCT - CLINICAL REQUIREMENTS OUTSIDE OF CLASS

Nurse Aide Clinical Hours Required:

- 40 Clinical Hours – assigned and set with clinical instructor
- Clinical rotations will be set at 8 hour days – most dates fall on weekends
- 5 Clinical Rotation days must be completed

For remaining sections students will have set in class days they will complete required clinical skills.

PCT - PRE-REQUISITES ESTIMATED FEE'S PER STUDENT

Pre – Requisites:	**Estimated Cost:**	
Hepatitis-B Series - completed	$130.00	$390.00
Tuberculosis Skin Test – completed	$10.00 - $25.00	
Immunizations	$235.00	

PCT Program Requirements:	**Estimated Cost:**	
Background Checks	$3.00	$66.00
CPR Certification	$28.00	
Uniforms	$35.00	

PCT – FACILITY REQUIREMENTS

Student Instruction Area

Skills Lab area

- Equipped with room for 2 medical beds
- Sink(s) – with running water
- Cabinet or closet for all needed supplies
- Computer with projection and video display ability

Nursing home agreement for clinical training purposes with SWTJC – obtained by PCT Coordinator

PCT – ESTIMATED START-UP EQUIPMENT COST

Program Year 1 - $14,779.30

Program Year 2 - $8,818.14

Consumable Annual Cost
Junior Year ≈ $1,672.73
Senior Year ≈ $3,564.99

Junior Year	Senior Year
Fall Semester	**Fall Semester**
HITT 1305 Medical Terminology	MDCA 1317 Procedures in a Clinical Setting
MDCA 1205 Medical Law & Ethics	MDCA 1323 Phlebotomy
Fall/Spring Semester	**Fall/Spring Semester**
NURA 1401 Nurse Aide for Health Care	MDCA 1210 Interpersonal & Communication Skills
Spring Semester	**Spring Semester**
NURA 1307 Body Systems	MDCA 1352 Med. Assistant in Lab Procedures
NURA 1160 Clinical Nursing Assistant	NUPC 1320 Patient Care Technician/Assistant

PCT - BOOKS & BOOK FEE'S PER STUDENT

Program Books	Estimated Cost:
Medical Terminology: A Living Language	$133.10
Law & Ethics for Health Professions	$142.75
Nursing Assistant: A Foundation in Caregiving	$56.65
Nursing Assistant: Foundation in Caregiving – **Workbook**	$18.75
ECG: Essentials in Electrocardiography	$83.35
The Complete Book of Phlebotomy	$151.05
Comprehensive Medical Assisting Administrative & Clinical Competencies	$135.45
Fundamental Concepts & Skills for the Patient Care Technician	$101.10
Fundamental Concepts & Skills for the Patient Care Technician – **Workbook**	$83.35

Program Year 1

Textbooks - $415.85
Workbook - $18.75

Program Year 2

Textbooks - $387.60
Workbook - $83.35

PCT - TESTING PREPARATION & EXAM FEE'S PER STUDENT

Testing Preparation & Exams:	Estimated Cost:	
Texas Nurse Aide Evaluation Exam	$104.50	Program Year 1
Electrocardiogram Online Study Guide Preparation	$69.00	$359.50
Electrocardiogram National Exam	$117.00	
Phlebotomy Online Study Guide Preparation	$69.00	Program Year 2
Phlebotomy National Exam	$117.00	$316.00
Medical Assistant Online Study Guide Preparation	$74.00	
Medical Assistant National Exam	$125.00	

PCT ESTIMATED FUNDING / COSTS

	Enrollment	CTE FTEs	Estimated Funding @ 100%	Estimated Funding @ 55%	Start Up Costs	Pre-requisite Fees	Testing Fees	Recurring Costs	SWTJC Instructor
Year 1	20	6.66	$55,384.56	$30,461.51	$23,096.30	$9,120.00	$7,190.00	$33,829.60	$20,000.00
Year 2	20	6.66	$55,384.56	$30,461.51	$25,175.55	n/a	$6,320.00	$35,121.60	$20,000.00
Cohort				$60,923.02		$9,120.00	$13,510.00	$68,951.20	$40,000.00
Total Cost of Program				**-$70,658.18**			**$131,581.20**		

	Enrollment	CTE FTEs	Estimated Funding @ 100%	Estimated Funding @ 55%	Start Up Costs	Pre-requisite Fees	Testing Fees	Recurring Costs	SWTJC Instructor
Year 1	25	8.325	$69,230.70	$38,076.89	$16,570.14	$9,750.00	$8,987.50	$42,287.00	$20,000.00
Year 2	25	8.325	$69,230.70	$38,076.89	$18,508.14	n/a	$7,900.00	$43,902.00	$20,000.00
Cohort				$76,153.77			$16,887.50	$86,189.00	$40,000.00
Total Cost of Program				**-$66,922.73**			**$143,076.50**		

Start Up Costs *include equipment & textbooks page 7 & 8*
Pre-Requisite Fees *items on page 5*

EMERGENCY MEDICAL SERVICE PROGRAM (EMS)

Purpose of Program

- The Emergency Medical Services (EMS) Programs include courses that lead to a Level I Certificate Emergency Medical Technician Basic (EMT-B).
- The EMT Level I Certificate is a one-year program for seniors only that prepares students for certification by Texas Department of State Health Services (DSHS) and the National Registry of Emergency Medical Technicians (NREMT). Upon successful completion of the program and certifications, students will possess the basic knowledge and skills necessary to stabilize and safely transport patients ranging from non-emergency and routine medical transports to life threatening emergencies.

Admission Requirements

- Students are admitted through regular college admission procedures (*see Admission Regulations section).*
- The Level I Certificates are TSI exempt, however, those not meeting Texas Success Initiative (TSI) requirements are encouraged to enroll in the appropriate developmental course(s).
- Those seeking an Associate of Applied Science Degree – Paramedic MUST be TSI complete.

EMS - APPLICATION PROCESS

Applicant must meet the following requirements:

- Fulfill admission requirements for and be admitted to Southwest Texas Junior College.
- Must hold a valid driver's license.
- Students must provide a copy of their high school diploma, GED, or transcripts.
- Evidence of all immunizations or acceptable titer levels, in writing, as required by the Texas Department of Health to include TB-Skin Test, Hepatitis-B Series, Meningitis, 2 MMR (mumps, measles, and rubella) or a positive titer, 2 Varicella or a positive titer, and a current Flu vaccine. Written evidence of negative Tuberculin screen or negative chest x-ray. Documentation must be within 12 months of the training session. Hepatitis-B series must be complete prior to registration.
- Must hold a current BLS Provider CPR Card valid thru the training period.
- Students are required to carry liability insurance throughout the program. The fee for this insurance is included in the admission fees.
- A background check must be completed prior to application and provided upon application. Students may obtain a background check through https://www.dps.texas.gov/. Students with any criminal convictions might not be eligible to test for the state exam or National Registry test. If you have questions, please call the DSHS EMS Criminal Background Investigation Department at: (512) 834-6746.
- Drug screen, must be completed through a licensed physician-prices vary depending on your physician, or through Texas Alcohol and Drug Testing.
- Those seeking a Level I Certificate Advanced/Paramedic and the A.A.S. Paramedic, must be a NREMT – Basic.

EMS - CLINICAL REQUIREMENTS OUTSIDE OF CLASS

Clinical & Practicum Requirements:

- 24 Clinical Hours – assigned and set with Coordinator/Lead Instructor
- Clinical Rotations will be set at 8-12 hour days – most dates fall on weekends
- Practicum Rotations will be set at 12 hour rotations with an assigned EMS company – most dates fall on weekends.

EMS – REQUIRED PURCHASES

Once a student has been accepted into the EMS program, the following purchases need to be made:

- Uniform purchase must be made with 3D Impressions: (prices subject to change)
- Royal blue polo shirt with the program embroidered on the upper left breast and the students name and program level over the right upper breast.
- Black tactical pants (no specific vendor)
- Black Belt
- Black Duty Boots (no specific vendor)

EMS - PRE-REQUISITES ESTIMATED FEE'S PER STUDENT

Pre – Requisites:	**Estimated Cost:**	
Hepatitis-B Series - completed	$130.00	$390.00
Tuberculosis Skin Test – completed	$10.00 - $25.00	
Immunizations	$235.00	
EMS Program Requirements:	**Estimated Cost:**	
Background Checks	$3.00	$149.00
CPR Certification	$28.00	
Uniforms	$78.00	
Drug Screen	$40.00	

EMS – FACILITY REQUIREMENTS

Student Instruction Area

Skills Lab area

- Cabinet or closet for all needed supplies
- Computer with projection and video display ability

Hospital and EMS agreements for clinical training purposes with SWTJC – Obtained by EMS Program Coordinator.

EMS – ESTIMATED PROGRAM COST

Start Up Equipment ≈ $8,241.91

Textbook w/online companion each ≈ $464.95 (Class Set ≈ $6,974.25)

Certification Exam Fee per student ≈ $70.00 (Per Class ≈ $1,050.00)

Consumables Annual Cost ≈ $274.10

Emergency Medical Technician - Basic Level I Certificate Program of Study (15 credits)
EMSP 1501 Emergency Medical Technician
EMSP 1260 Clinical Emergency Medical Technician
EMSP 1455 Trauma Management
EMSP 1456 Patient Assessment and Airway Management

EMS ESTIMATED FUNDING / COSTS

Enrollment	CTE FTEs	Estimated Funding @ 100%	Estimated Funding @ 55%	Start Up Costs	Pre-requisite Fees	Testing Fees	Recurring Costs	SWTJC Instructor
15	4.995	$41,538.42	$22,846.13	$15,216.16	$8,085.00	$1,050.00	$274.10	$20,000.00
Total Cost of Program			**-$6,562.97**		**$29,409.10**			

Start Up Costs *include equipment & textbooks page 17*
Pre-Requisite Fees *items on page 15*

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

"Proud of our past, dedicated to the present, committed to the Future"

MEMORANDUM

To: Medina Valley ISD Board of Trustees
From: Dr. Kenneth Rohrbach, Superintendent
Re: TEA Waiver for Educator Appraisals for the 19-20 School Year
Date: April 14, 2020

TEA Commissioner Morath announced that districts may apply for a waiver for educator appraisals due to COVID-19. Districts may still complete educator appraisals, but do need to have this waiver in place in the event that they are unable to complete them. As of our closure date, none of our appraisals had been completed. If we are able to return to school this year, principals would likely be able to complete appraisals. If we are unable to return, principals would likely be unable to complete them. If a district is unable to complete appraisals, TEA is requiring that "all districts should document efforts to comply with educator appraisal requirements and, for those requirements that they are unable to meet, give an explanation as to the circumstances that prevented compliance". This waiver requires approval from district site-based decision-making committee prior to be approved by the board. DWAC met on April 9, 2020, with 39 members present. The motion to approve the TEA waiver for educator appraisals passed on a unanimous vote.

Superintendent Recommendation: Approve the TEA waiver for educator appraisals for the 19-20 school year.

8449 FM 471 South, Castroville, TX 78009-5309 Phone (830) 931-2243 FAX (830) 931-4050

Texas Education Agency

Waivers

2019-2020 Application for Other Waiver

Waiver ID: 50860

Application Information

Category: General

Creator: Kenneth Rohrbach, District Superintendent

Status: Draft

Creation Date: 4/7/2020

Approving Superintendent:

Assigned To:

LEA Contact

Full Name: Kenneth Rohrbach

Phone: (830) 931-2243 **Ext:** 1102

Email: kenneth.rohrbach@mvisd.org

LEA Information

LEA: MEDINA VALLEY ISD (163908)

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

Phone: (830) 931-2243

Date of LEA Board of Trustees Approval

Date:

Special Instructions

This waiver allows districts and charter schools to request a waiver of a requirement, restriction, or prohibition imposed by the Texas Education Code (TEC) or rule of the board or commissioner, except as prohibited by TEC § 7.056 (e).

Waiver Description

Enter a brief waiver description:

Waiver from the educator appraisal requirements due to COVID-19

General Questions

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

Waiver from the educator appraisal requirements due to COVID-19.

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

N/A

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

TEC, 21.351 and 21.352, 21.354 or TEC 21.3541, and applicable rules in Title 19, TAC, Ch 150.

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

N/A

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

N/A

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

N/A

Requested Years

2019-2020

LEA Attachments (0)

There are no LEA attachments.

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Instructions for Submitting an Educator Appraisal Waiver – Updated March 26, 2020

(512) 463-9000 disasterinfo@tea.texas.gov tea.texas.gov/coronavirus

1. Please visit TEA's webpage on State Waivers to access general information about the waiver process: https://tea.texas.gov/texas-schools/waivers/state-waivers

2. Please also review Waiver Process FAQ for information on how to access TEAL for the purposes of submitting a waiver request: https://tea.texas.gov/sites/default/files/Waiver%20Process%20FAQ.pdf

3. Once in the TEAL waiver application, under the "Create New Waiver" tab, select the waiver type "**Other Waiver**" to create and submit a waiver request for educator appraisal due to the circumstances related to COVID-19.

4. Please complete the LEA contact information, including filling in the date the board approved the waiver request.

5. For the section titled "Waiver Description" please use the language:

"Waiver from the educator appraisal requirements due to COVID-19"

6. For "General Questions #1", please use the language:

"Waiver from the educator appraisal requirements due to COVID-19"

7. For "General Questions #2", please enter N/A

8. For "General Question #3", please use the language:

"*TEC, 21.351 and 21.352, 21.354 or TEC, 21.3541, and applicable rules in Title 19, TAC, Ch 150*"

9. For "General Question #4", please enter N/A

10. For "General Question #5", please enter N/A

11. For "General Question #6", please enter N/A

12. For "Requested Years", please select only "2019-2020"

13. For "LEA Attachments", please include the Board agenda from meeting in which the waiver application request was approved.

14. Please submit your completed waiver. For a *District Editor*, at the end of the waiver application you will find a **Complete & Route** button. This will route the application to your Superintendent for review and approval. For a *District Superintendent*, at the end of the waiver application you will find a **Review and Submit** button. This will take you to a review and submit details page. If the application is complete and ready for submission, select the **Submit to TEA** button.

MVISD Closed Session

The Board has convened into Closed Session in accordance with the Open Meetings Act, Chapter 551, Texas Government Code.

All final votes, actions, or decisions will be taken in the Open Session of the Board Meeting.

Upon return the Board President will announce the end of the Closed Meeting Session.

At that time the Open Meeting will resume.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

"Proud of our past, dedicated to the present, committed to the Future"

MEMORANDUM

To: Medina Valley ISD Board of Trustees
From: Dr. Kenneth Rohrbach, Superintendent
Re: Resolution approving the purchase of two tracts of real property
Date: April 17, 2020

A 26.00 acre tract of land, more or less, which is part of a 62.4 acre (2,716,735 square feet) tract of land out of the S.C. Craig Survey No. 13 ¾, Abstract No. 1077, County Block 4345 and the Clementine Bundick Survey No, 13 ½, Abstract No. 992, County Block 4325 situated in Bexar County, Texas; and a 42.466 acre tract or parcel of land lying and being situated in the S.C. Craig Survey No. 13 ¾, Abstract No. 1077, C. B. 4341 and the Clementine Bundick Survey No. 13 ½ , Abstract No. 992, C. B. 4325, Bexar County Texas.

Additional information:

- Two separate sellers
- Property #1: Approximately 42 acres ($54,450/acre)
- Property #2: Approximately 26 acres ($87,120/acre)
- Combined acres & price: Approximately 68 acres @ $66,800/acre (~$4.6 MM)
- This acreage will accommodate a future middle & elementary School.
- Draft contracts are attached and have been presented to the other parties for review & consideration.
- Both contracts are contingency contracts (contingent on each other)
- Proposed earnest money: $15,000 with $100 option consideration to terminate for any reason by notifying the seller before the end of the Inspection Period.
- Inspection period: 90-days after the Effective Date.
- Closing date: 30 days after the Inspection Period.

Superintendent Recommendation: Adopt the Resolution prepared by Counsel for the District, approving the Real Estate Sales Contract and the purchase of the 26 acre tract of real property and 42.266 acre tract of real property, described in the Resolution; authorizing the Superintendent to act on behalf of the Board to tender the purchase price for the Property and execute all documents necessary to close the transaction; and instructing the Secretary to append a copy of such signed Resolution to the Official Minutes of this Meeting.

8449 FM 471 South, Castroville, TX 78009-5309 Phone (830) 931-2243 FAX (830) 931-4050

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 of the Medina Valley Independent School District is currently acquiring real property to meet the educational needs of the students residing in the District;

WHEREAS, the following described real properties (collectively the "Properties") are necessary to meet the educational needs of the students residing in the District:

> A 42.466 acre tract or parcel of land lying and being situated in the S.C. Craig Survey No. 13 ¾, Abstract No. 1077, C. B. 4341 and the Clementine Bundick Survey No. 13 ½ , Abstract No. 992, C. B. 4325, Bexar County Texas and being a portion of a 509.7 acre tract conveyed to 211 Investments, LP by a deed recorded in Volume 11090, Page 827 of the Official Public Records of Real Property for Bexar County, Texas and a portion of a 51.60 acre tract described as TRACT 2 as conveyed to Hollyhills Investments, LP by a deed recorded in Volume 11090, Page 945 of the Official Public Records of Real Property for Bexar County, Texas and being more particularly described by metes and bounds and depicted in **Exhibit A** which is attached hereto and incorporated herein by reference. ("Briggs Ranch No. 1 Property")
>
> A 26.00 acre tract of land, more or less ("Subject Property" to be conveyed), which is part of a 62.4 acre (2,716,735 square feet) tract of land out of the S.C. Craig Survey No. 13 ¾, Abstract No. 1077, County Block 4345 and the Clementine Bundick Survey No, 13 ½, Abstract No. 992, County Block 4325 situated in Bexar County, Texas, said 62.4 ace tact, being more particularly described by metes and bounds in **Exhibit B** which is attached hereto and incorporated herein by reference. The exact location of such 26.00 acre tract to be determined by a survey of the subject tract as agreed by the Parties. ("Briggs Ranch No. 2 Property")

WHEREAS, the District desires to move forward in approving and entering into a sales agreement for the purchase of the Properties; therefore,

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 the Real Estate Sales Contracts for the Briggs Ranch No. 1 and Briggs Ranch No. 2 Property as presented by the Superintendent, and authorizes the purchase of the Properties on the terms stated therein, including the purchase of each of the Properties being contingent on the closing of the other.

3. That the Board of Trustees of the Medina Valley Independent School District authorizes the Superintendent, to move forward with the purchase of the Properties, including: negotiation and final execution of the Real Estate Sales Contracts for purchase of the Properties on behalf of the Board of Trustees in a form approved by Counsel for the District; tender of the purchase price of the Property, the amount of closing and other costs to the Title Company for payment to the Seller; and to execute the closing documents and all other documents necessary to effect the purchase of the Property.

4. That it is hereby found, determined and declared that 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 April 2020.

By: _____
Shannon Beasley, Board President

ATTEST:

By: _____
Jennilea Campbell**,** Secretary

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 April ___, 2020. 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 April, 2020.

By: _____
Shannon Beasley**,** Board President

THE STATE OF TEXAS §
§ **ACKNOWLEDGMENT**
COUNTY OF BEXAR §

BEFORE ME, a Notary Public, on this day personally appeared Shannon Beasley, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees of the Medina Valley Independent School District; that she was authorized to execute such instrument pursuant to Resolution of the Board of Trustees adopted on April ___, 2020; 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 April, 2020.

_____
Notary Public, State of Texas

EXHIBIT A
BRIGGS RANCH NO. 1 PROPERTY

Metes and Bounds Description
Of a
42.466 Acre Tract
Mrs. S. C. Craig Survey No. 13 ¾, Abstract No. 1077, C.B. 4345
Clementine Bundick Survey No. 13 ½, Abstract No. 992, C.B. 4325
Bexar County, Texas

Metes and bounds description of all that certain 42.466 acre tract or parcel of land lying and being situated in the Mrs. S.C. Craig Survey No. 13 ¾, Abstract No. 1077, C.B. 4341and the Clementine Bundick Survey No. 13 ½ , Abstract No. 992, C.B. 4325, Bexar County Texas and being a portion of a 509.7 acre tract conveyed to 211 Investments, LP by a deed recorded in Volume 11090, Page 827 of the Official Public Records of Real Property for Bexar County, Texas and a portion of a 51.60 acre tract described as TRACT 2 as conveyed to Hollyhills Investments, LP by a deed recorded in Volume 11090, Page 945 of the Official Public Records of Real Property for Bexar County, Texas and being more particularly described as follows:

COMMENCING: at a property corner, marked with a Pape-Dawson plastic cap, marking the most southerly northwest corner of the aforesaid 509.7 acre tract and also being a common corner of the aforesaid TRACT 2 and lying on a curve in the east right-of-way line of State Highway No. 211;

THENCE: along the arc of a said curve in the east right-of-way line, concave to the west, for a distance of 9.12 feet to a TxDOT type II right-of-way monument for corner (curve data: radius = 3,114.79 feet, delta angle = 0°10'04", the chord bears S 00°28'42" E for a distance of 9.12 feet);

THENCE: S 00°24'26" E, with the aforesaid east right-of-way line, for a distance of 161.25 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner;

THENCE: N 89°56'36"" E, departing the said east right-of-way line, for a distance of 221.71 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the POINT OF BEGINNING;

THENCE: N 00°00'23" W for a distance of 732.52 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and lying on a non-tangent curve concave to the north;

THENCE: along the arc of said curve for a distance of 152.10 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and marking the beginning of a curve concave to the southeast (curve data: radius = 86.00 feet, delta angle = 101°19'49", the chord bears N 69°19'39" E for a distance of 133.03 feet);

THENCE: along the arc of said curve for a distance of 12.60 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 13.00 feet, delta angle = 55°33'08", the chord bears N 46°26'18" E for a distance of 12.12 feet);

THENCE: N 74°12'52" E for a distance of 95.83 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner;

THENCE: S 15°47'08" E for a distance of 147.00 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner;

THENCE: N 74°12'52" W for a distance of 106.00 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the beginning of curve concave to the south;

THENCE: along the arc of said curve for a distance of 53.46 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 41.00 feet, delta angle = 74°42'24", the chord bears S 68°25'56" E for a distance of 49.75 feet);

THENCE: S 31°04'44" E for a distance of 373.77 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the beginning of curve concave to the northeast;

THENCE: along the arc of said curve for a distance of 94.22 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 704.00 feet, delta angle = 7°40'05", the chord bears S 34°54'48" E for a distance of 94.15 feet);

THENCE: S 00°00'24" E, non-tangent from the aforesaid curve, for a distance of 285.60 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner;

THENCE: N 89°59'36" E for a distance of 17.53 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner;

THENCE: S 00°00'09" E for a distance of 467.28 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the beginning of curve concave to the east;

THENCE: along the arc of said curve for a distance of 170.02 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 341.00 feet, delta angle = 28°34'01", the chord bears S 14°17'24" E for a distance of 168.26 feet);

THENCE: S 28°34'25" E for a distance of 99.34 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the beginning of curve concave to the west;

THENCE: along the arc of said curve for a distance of 226.95 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 811.00 feet, delta angle = 16°02'00", the chord bears S 20°33'25" E for a distance of 226.21 feet);

THENCE: S 12°32'24" E for a distance of 98.44 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the beginning of curve concave to the northeast;

THENCE: along the arc of said curve for a distance of 93.47 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and marking the beginning of a curve concave to the southwest (curve data: radius = 75.00 feet, delta angle = 71°24'34", the chord bears S 48°14'41" E for a distance of 87.54 feet);

THENCE: along the arc of said curve for a distance of 821.33 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 659.00 feet, delta angle = 71°24'34", the chord bears S 48°14'41" E for a distance of 769.20 feet);

THENCE: S 12°32'24" E for a distance of 23.59 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner;

THENCE: S 77°27'36" W for a distance of 270.00 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner;

THENCE: N 12°32'24" W for a distance of 23.59 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the beginning of curve concave to the southwest;

THENCE: along the arc of said curve for a distance of 611.04 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 389.00 feet, delta angle = 90°00'00", the chord bears N 57°32'24" W for a distance of 550.13 feet);

THENCE: S 77°27'36" W for a distance of 152.00 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the beginning of curve concave to the southeast;

THENCE: along the arc of said curve for a distance of 276.50 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 389.00 feet, delta angle = 40°43'33", the chord bears S 57°05'49" W for a distance of 270.72 feet);

THENCE: N 57°32'24" E, non-tangent from the aforesaid curve, for a distance of 221.49 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner;

THENCE: N 31°25'07" W for a distance of 251.10 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and lying on a non-tangent curve concave to the north ;

THENCE: along the arc of said curve for a distance of 211.12 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 390.00 feet, delta angle = 31°00'55", the chord bears S 74°05'20" W for a distance of 208.55 feet);

THENCE: S 89°35'48" W for a distance of 123.11 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner;

THENCE: N 00°24'12" W for a distance of 277.08 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the beginning of curve concave to the east;

THENCE: along the arc of said curve for a distance of 366.53 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 743.00 feet, delta angle = 28°15'54", the chord bears N 13°43'45" E for a distance of 362.83 feet);

THENCE: N 27°51'42" E for a distance of 165.88 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the beginning of curve concave to the west;

THENCE: along the arc of said curve for a distance of 319.56 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 657.00 feet, delta angle = 27°52'07", the chord bears N 13°55'40" E for a distance of 316.42 feet);

THENCE: N 00°00'23" W for a distance of 180.94 feet to the POINT OF BEGINNING and containing 42.466 acres (1,849,822 square feet) of land more or less.

The bearings for this description are based upon North American Datum of 1983 (CORS 1996) and are grid bearings, Texas State Plane Coordinate System, South Central Zone (feet).

June 15, 2006



Surveyed By: Mark R. Paulson

Mark R. Paulson
Registered Professional
Land Surveyor No. 2099

EXHIBIT B
LEGAL DESCRIPTION OF THE 62.4 ACRE TRACT OUT OF WHICH THE 26.00 ACRE BRIGGS RANCH NO. 2 PROPERTY WILL BE CONVEYED

BEGINNING at a found ½" iron rod with a plastic cap stamped "Pape Dawson" in the east right-of-way line of State Highway 211, a variable width right-of-way, for the southwest corner of the remaining portion of a 186.734 acre tract of land, Site 1, conveyed to Major Magic Holdings, L.P., of record in Volume 14682 Page 736 of the Official Public Records of Bexar County, Texas, the most westerly northwest corner of a remaining portion of a 509.7 acre tract and the most northerly northwest corner of the tract described herein;

THENCE: EAST, departing the east right-of-way line of State Highway 211 and along and with the common line between the remaining portion of the 186.734 acre tract and a remaining portion of the 509.7 acre tract, a distance of **222.71 feet** to a found ½" iron rod for the southeast corner of the remaining portion of the 186.734 acre tract, a point in a westerly line of a 42.468 acre tract of land conveyed to SMS Briggs Ranch, LLC., of record in Volume 13882 Page 1351 of the Official Public Records of Bexar County, Texas and a northeast corner of the tract described herein;

THENCE: With the common line between a remaining portion of the 509.7 acre tract and the 42.468 acre tract the following twenty-two (22) calls and distances:

1. **S 00° 01 08" E,** a distance of **351.62 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of curvature of the tract described herein,

2. With a tangent curve to the right having a radius of **657.00 feet,** a delta angle of **27° 52' 06",** an arc length of **319.56 feet** and a chord bears, **S 13° 54' 55" W,** a distance of **316.42 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of tangency of the tract described herein,

3. **S 27° 50' 57" W,** a distance of **165.88 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of curvature of the tract described herein,

4. With a tangent curve to the left having a radius of **743.00 feet,** a delta angle of **28° 15' 51",** an arc length of **366.52 feet** and a chord bears, **S 13° 43' 00" W,** a distance of **362.82 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,

5. **S 00° 24' 57" E,** a distance of **277.08 feet** to a found 5/8" iron rod for an interior corner of the tract described herein,

6. **N 89° 35' 03" E,** a distance of **123.11 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of curvature of the tract described herein,

7. With a tangent curve to the left having a radius of **390.00 feet,** a delta angle of **31° 00' 57",** an arc length of **211.12 feet** and a chord bears, **N 74° 04' 35" E,** a distance of **208.55 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of non-tangency of the tract described herein,

8. **S 31° 25' 52" E,** a distance of **251.10 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for an angle of the tract described herein,

9. **S 57° 33' 09" E,** a distance of **221.49 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of curvature of the tract described herein,

10. With a non-tangent curve to the right having a radius of **389.00 feet**, a delta angle of **40° 43' 35"**, an arc length of **276.50 feet** and a chord bears, **N 57° 05' 04" E**, a distance of **270.72 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of tangency of the tract described herein,

11. **N 77° 26' 51" E**, a distance of **152.00 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of curvature of the tract described herein,

12. With a curve to the right having a radius of **389.00 feet**, a delta angle of **90° 00' 01"**, an arc length of **611.04 feet** and a chord bears, **S 57° 33' 09" E** a distance of **550.13 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of tangency of the tract described herein,

13. **S 12° 33' 09" E**, a distance of **23.59 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for an interior corner of the tract described herein,

14. **N 77° 26' 51" E**, a distance of **270.00 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for an interior corner of the tract described herein,

15. **N 12° 33' 09" W**, a distance of **23.59 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of curvature of the tract described herein,

16. With a curve to the left having a radius of **659.00 feet**, a delta angle of **71° 24' 35"**, an arc length of **821.33 feet** and a chord bears, **N 48° 15' 26" W**, a distance of **769.20 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of reverse curvature of the tract described herein,

17. With a curve to the right having a radius of **75.00 feet**, a delta angle of **71° 24' 20"**, an arc length of **93.47 feet** and a chord bears, **N 48° 15' 33" W**, a distance of **87.54 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of tangency of the tract described herein,

18. **N 12° 33' 09" W**, a distance of **98.44 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of curvature of the tract described herein,

19. With a curve to the left having a radius of **811.00 feet**, a delta angel of **16° 02' 01"**, an arc length of **226.95 feet** and a chord bears, **N 20° 34' 10" W**, a distance of **226.21 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of tangency of the tract described herein,

20. **N 28° 35' 10" W**, a distance of **99.34 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of curvature of the tract described herein,

21. With a curve to the right having a radius of **341.00 feet**, a delta angle of **28° 33' 59"**, an arc length of **170.01 feet** and a chord bears, **N 14° 18' 09" W**, a distance of **168.26 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of tangency of the tract described herein, and

22. **N 00° 00' 54" W**, a distance of **411.13 feet** to a found ½" iron rod for a southwest corner of the remaining portion of a 56.862 acre tract of land, Site 2, conveyed to Major Magic Holdings, L.P., of record in Volume 14682 Page 763 of the Official Public Records of Bexar County, Texas, a point in a northerly line of a remaining portion of the 509.7 acre tract and an exterior corner of the tract described herein, from which a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for an exterior corner in an easterly line of the 42.468 acre tract bears, N 00° 00' 54" W, a distance of 56.15 feet;

THENCE: Departing the easterly line of the 42.468 acre tract and along and with the northerly lines of a remaining portion of the 509.7 acre tract the following seven (7) calls and distances:

1. **EAST**, a distance of **133.35 feet** to a found ½" iron rod with a plastic cap stamped "Pape Dawson" for an exterior corner of the tract described herein,

2. **S 14° 25' 32" W**, a distance of **24.75 feet** to a found ½" iron rod with a plastic cap stamped "Pape Dawson" for an angle of the tract described herein,

3. **S 03° 16' 18" E**, a distance of **106.10 feet** to a found ½" iron rod with a plastic cap stamped "Pape Dawson" for an interior corner of the tract described herein,

4. **N 87° 22' 16" E**, a distance of **227.88 feet** to a found ½" iron rod for an angle of the tract described herein,

5. **N 76° 55' 53" E**, a distance of **224.04 feet** to a found ½" iron rod with a plastic cap stamped "Pape Dawson" for an angle of the tract described herein,

6. **N 55° 14' 55" E**, a distance of **137.10 feet** to a found ½" iron rod with a plastic cap stamped "Pape Dawson" for an angle of the tract described herein, and

7. **N 49° 05' 32" E**, a distance of **35.03 feet** to a found ½" iron rod for an angle in the westerly lines of the remaining portion of a 236.3 acre tract of land conveyed to Z Golf Briggs Ranch, LLC., of record in Volume 16501 Page 555 of the Official Public Records of Bexar County, Texas and described in Deed of Trust dated August 30, 2000 of record in Volume 8552 Page 320 of the Official Public Records of Bexar County, Texas and for an angle point of the tract described herein;

THENCE: Along and with the northerly lines of a remaining portion of the 509.7 acre tract and the westerly lines of the 236.3 acre tract the following three (3) calls and distances:

1. **N 63° 39' 17" E**, a distance of **211.95 feet** to a found ½" iron rod with a plastic cap stamped "Pape Dawson" for the northeast corner of the tract described herein,

2. **S 29° 36' 33" E**, a distance of **185.70 feet** to a found ½" iron rod with a plastic cap stamped "Pape Dawson" for an angle of the tract described herein, and

3. **S 81° 35' 55" E**, a distance of **34.90 feet** to a calculated point for the northwest corner of Lot 2, Block 20, County Block 4345 of the Estates at Briggs Ranch Apartments, a subdivision plat of record in Volume 9649 Page s132-133 of the Deed and Plat Records of Bexar County, Texas and an angle of the tract described herein, from which a found ½" iron rod with a plastic cap stamped "MBC" bears, S 83° 55' 20" W, a distance of 1.01 feet and also a found ½" iron rod with a plastic

THENCE: Along and with the east right-of-way line of State Highway 211 and the westerly lines of a remaining portion of the 509.7 acre tract the following five (5) calls and distances:

1. **N 16° 23' 05" W,** a distance of **332.79 feet** to a found Texas Department of Transportation Type II right-of-way monument for an angle of the tract described herein,

2. **N 00° 23' 28" W,** a distance of **992.00 feet** to a found Texas Department of Transportation Type II right-of-way monument for an angle of the tract described herein,

3. **N 07° 49' 54" E,** a distance of **349.59 feet** to a found Texas Department of Transportation Type II right-of-way monument for an angle of the tract described herein,

4. **N 00° 23' 28" W,** a distance of **476.30 feet** to a found Texas Department of Transportation Type II right-of-way monument for a point of curvature of the tract described herein, and

5. With a tangent curve to the left having a radius of **3114.79 feet**, a delta angle of **0° 10' 29"**, an arc length of **9.50 feet** and a chord bears, **N 00° 28' 43" W,** a distance of **9.50 feet** to the **POINT OF BEGINNING** and containing 62.4 acres or 2,716,735 square feet of land more or less in Bexar County, Texas. The basis of bearings is the State Plane Coordinate System established for the Texas South Central Zone 4204, North American Datum (NAD) of 1983(2011).

REAL ESTATE SALES CONTRACT

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in section A.1 for this contract to be effective. Earnest Money is to be paid by electronic transfer from Buyer to Seller upon Seller's instructions for such transfer.

Seller: SMS Briggs Ranch, LLC
Address: Attn: Kyler Kienholz
6829 N. 12th Street
Phoenix, Maricopa County, AZ 85014
Phone:
E-mail: kyler@smsfinancial.net

Seller's Attorney: Robert Stewart
Address:

Phone: (602) 532-5009
E-mail:

Seller's Broker: DRAKE COMMERCIAL GROUP
Deborah Bauer
Address: 4630 North Loop 1604 West, Suite 510
San Antonio, Texas 78249
Phone: 210-402-6363, Ext. 102
Email: deborah@drakecommercial.com

Buyer: THE BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT, an Independent School District and political subdivision of the State of Texas
Address: Attn: Paul W. Holzhaus
8449 FM 471 South
Castroville, Medina County, Texas 78009
Phone: 830-931-2243 x1190
Fax: 830-931-4050

Buyer's Attorney: WALSH GALLEGOS TREVIÑO RUSSO & KYLE, P.C.
Winifred H. Dominguez
Address: 1020 N.E. Loop 410, Suite 410
San Antonio, Texas 78209
Phone: 210-979-6633
Fax: 210-979-7024
Email: wdominguez@wabsa.com

Buyer's Broker: NONE

Property: A 42.466 acre tract or parcel of land lying and being situated in the S.C. Craig Survey No. 13 ¾, Abstract No. 1077, C. B. 4341 and the Clementine Bundick Survey No. 13 ½ , Abstract No. 992, C. B. 4325, Bexar County Texas and being a portion of a 509.7 acre tract conveyed to 211 Investments, LP by a deed recorded in Volume 11090, Page 827 of the Official Public Records of Real Property for Bexar County, Texas and a portion of a 51.60 acre tract described as TRACT 2 as conveyed to Hollyhills Investments, LP by a deed recorded in Volume 11090, Page 945 of the Official Public Records of Real Property for Bexar County, Texas and being more particularly described by metes and bounds and depicted in **Exhibit A** which is attached hereto and incorporated herein by reference.

Title Company: Alamo Title Company
Attention: Chris Varley, Senior Vice President
Address: 2915 W. Bitters Rd., Suite 301
San Antonio, Texas 78248
Phone: 210-490-1313
Fax: 210-490-1312
E-mail: chris.varley@alamotitle.com

Purchase Price: The Purchase Price is to be adjusted based on the Survey. The Purchase Price shall be calculated on the basis of FIFTY-FOUR THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS ($54,450.00) PER ACRE for the total area of the Property based on the actual acreage as determined by the Survey. If the survey results in an adjustment of more than 10 percent more or less than 42.466 acres, either party may terminate the sales contract upon written notice within ten (10) days after the terminating party receives the survey.

Earnest Money: FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00).

Independent Consideration (for termination right): $100 as consideration for the District's exclusive right to a 90-day Inspection Period to conduct due diligence.

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: Three (3) days after the Effective Date.
2. Delivery of Title Commitment: Twenty (20) days after the Effective Date.
3. Delivery of Survey: Thirty (30) days after the Effective Date.
4. Delivery of UCC Search: Not Applicable.
5. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: Thirty (30) days after the Effective Date.
6. Delivery of Title Objections: Thirty (30) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.

7. Delivery of Seller's records as specified in Exhibit C and Notices, Statements and Certificates as specified in Exhibit D: Ten (10) days after the Effective Date.

8. End of Inspection Period: Ninety (90) days after the Effective Date.

9. Closing Date: Thirty (30) days after the end of the Inspection Period.

10. Closing Time: 4:00 p.m. unless otherwise agreed by Seller and Buyer

B. Closing Documents

1. At closing, Seller will deliver the following items:

Special Warranty Deed

IRS Non-foreign Person Affidavit

Evidence of Seller's authority to close this transaction

Lien release, if any, as required by section K(2)(f).

2. At closing, Buyer will deliver the following items:

Evidence of Buyer's authority to consummate this transaction

Lien release, if any, as required by section K(2)(f).

The documents listed in this section B are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before closing, the deed will be prepared on the form attached as Exhibit E.

C. Exhibits – The following are attached to and are a part of this contract:

Exhibit A – Description of the Property, Legal and Aerial

Exhibit B – Representations; As is, Where is

Exhibit C – Seller's Records

Exhibit D – Notices, Statements, and Certificates

Exhibit E – Form of Deed

D. Purchase and Sale of Property

1. *Purchase and Sale*. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller the Purchase Price for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. Seller and Buyer agree that this Agreement shall not be binding upon or enforceable against Buyer until the Board of Trustees of the Medina Valley Independent School District has approved this Agreement in a properly noticed open meeting of the Board of Trustees.

2. *Purchase Contingency***.** Notwithstanding the foregoing, the Buyer's obligation to buy the Property shall be contingent upon the Buyer's closing of the purchase of the 26.00 acre tract, more or less, located adjacent to the Property described as follows:

A 26.00 acre tract of land, more or less, out of the a 62.4 acre (2,716,735 square feet) tract of land out of the S.C. Craig Survey No. 13 ¾, Abstract No. 1077, County Block 4345 and the Clementine Bundick Survey No, 13 ½, Abstract No. 992, County Block 4325 situated in Bexar County, Texas. ("Contingent Property").

The purchase of the "Contingent Property" is the subject of a separate Real Estate Sales Contract between Buyer and Seller, which contains a substantially similar contingency clause requiring an essentially concurrent Closing of the Property which is the subject of this Real Estate Sales Contract as a condition to the Buyer's purchase. It is the intention of the Buyer that both properties will close concurrently.

E. Interest on Earnest Money

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Title and Survey

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by a surveyor satisfactory to Buyer and Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category. The Survey shall describe the Seller's Land and include the easement located within and along the eastern border of the Land.

4. *UCC Search.* Not applicable.

5. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2 and legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in section A.5. Buyer will cause the Survey, if required, to be delivered by the deadline stated in section A.3.

6. *Title Objections.* Buyer has until the deadline stated in section A.6 ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer

either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. Review of Seller's Records. Seller will deliver to Buyer copies of Seller's records specified in Exhibit C, or otherwise make those records available for Buyer's review, by the deadline stated in section A.7.

2. *Entry onto the Property*. Buyer may enter the Property before closing to inspect it, subject to the following:

a. Buyer may not unreasonably interfere with existing operations or occupants of the Property;

b. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;

c. if the Property is altered because of Buyer's inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs; and

d. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period.

H. Representations

The Seller's representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage and excluding the easement area indicated on the Survey; (b) operate the Property in the same manner as it was operated on the Effective Date except for the easement area indicated on the Survey; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property, except for the easement area indicated on the Survey, and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days.

After the end of the Inspection Period, Buyer may terminate this contract if Seller enters into, amends, or terminates any contract that affects the Property without first obtaining Buyer's written consent.

2. *Casualty Damage*. Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

3. *Condemnation*. Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen (15) days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

4. *Claims; Hearings*. Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

5. *No Recording*. Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

J. Termination

1. *Disposition of Earnest Money after Termination.*

a. *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, within five (5) days of receipt of Buyer's termination notice, Title Company shall deliver the Earnest Money to Buyer, less $100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this contract.

b. *To Seller.* If Seller terminates this contract in accordance with Seller's right to terminate due to Buyer's default, Buyer will, within five (5) days of receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further

duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

K. Closing

1. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

a. *Closing Documents.* The parties will execute and deliver the Closing Documents.

b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.

c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.

e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

2. *Transaction Costs.*

a. *Seller's Costs.* Seller will pay the basic charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession; the cost of certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in section A.5.; and Seller's expenses and attorney's fees.

b. *Buyer's Costs.* Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the costs to obtain the Survey, the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer; the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; and Buyer's expenses and attorney's fees.

c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as an adjustment to the Purchase Price. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the prorations in cash within thirty (30) days of when the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after closing. All taxes due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to section 23.55 thereof, the following will apply:

(1) If Seller changes the use of the Property before closing, resulting in the assessment of additional taxes for periods before closing, Seller will pay the additional taxes.

(2) If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.

d. *Income and Expenses.* [Paragraph Deleted]

e. *Post-closing Adjustments.* If errors in the prorations made at closing are identified within ninety (90) days after closing, Seller and Buyer will make post-closing adjustments to correct the errors within fifteen (15) days of receipt of notice of the errors.

f. *Brokers' Commissions.*

i. Seller shall compensate Seller's Broker, listed above, six percent (6%) of the sales price as compensation for its services in connection with the sale of the Property.

ii. Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not. At closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

3. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

a. *Termination; Damages.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less $100 as described above, returned to Buyer. If Seller's Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages Buyer's actual out-of-pocket expenses incurred to investigate the Property after the Effective Date within ten (10) days after Seller's receipt of an invoice from Buyer stating the amount of Buyer's expenses.

b. *Specific Performance*. Buyer may enforce specific performance of Seller's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may as its sole and exclusive remedy terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller.

3. *Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money, in the case of Buyer's default, and the amounts provided above are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.

M. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, [electronic mail] or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given if the attorneys have been identified by the parties.

2. *Entire Contract.* This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.

3. *Amendment*. This contract may be amended only by an instrument in writing signed by the parties.

4. *Prohibition of Assignment.* Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. *Survival.* The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County where the Property is located, except as otherwise provided by applicable law. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this contract.

7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this contract.

9. *Severability.* The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.

13. *Confidentiality.* The parties will keep confidential this contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.

14. *Electronic Signatures*. This Agreement may be executed in counterparts, each of which is deemed an original, but such counterparts, when taken together, shall constitute one agreement. This Agreement may be executed by a party's signature transmitted by electronic means, including by facsimile or e-mail ("Electronic Means"), and copies of this Agreement executed and delivered by Electronic Means have the same force and effect as copies executed and delivered with original signatures. All parties hereto may rely upon signatures transmitted by Electronic Means as if such signatures were originals. Any party executing and delivering this Agreement by Electronic Means, at the request of any other party, shall promptly deliver a counterpart signature page of this Agreement containing said party's original signature. A signature page transmitted by Electronic Means may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original signature page.

(COUNTERPART SIGNATURE PAGES FOLLOW.)

SELLER'S COUNTERPART SIGNATURE PAGE
REAL ESTATE SALES CONTRACT BRIGGS TO MEDINA VALLEY ISD

SELLER:
SMS BRIGGS RANCH, LLC
By: Lou Mar Vista LLC, its Manager

By: _____
Jonathan Hoffer, Managing Member

Date: _____

BUYER'S COUNTERPART SIGNATURE PAGE
REAL ESTATE SALES CONTRACT BRIGGS TO MEDINA VALLEY ISD

BUYER:
BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

_____
Dr. Kenneth Rohrbach, Superintendent of Schools

Date:_____

Title Company acknowledges receipt of Earnest Money in the amount of $15,000.00 and a copy of this contract executed by both Buyer and Seller.

ALAMO TITLE COMPANY

By:_____

Name:_____

Title_____

Date:_____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Metes and Bounds Description
Of a
42.466 Acre Tract
Mrs. S. C. Craig Survey No. 13 ¾, Abstract No. 1077, C.B. 4345
Clementine Bundick Survey No. 13 ½, Abstract No. 992, C.B. 4325
Bexar County, Texas

Metes and bounds description of all that certain 42.466 acre tract or parcel of land lying and being situated in the Mrs. S.C. Craig Survey No. 13 ¾, Abstract No. 1077, C.B. 4341and the Clementine Bundick Survey No. 13 ½ , Abstract No. 992, C.B. 4325, Bexar County Texas and being a portion of a 509.7 acre tract conveyed to 211 Investments, LP by a deed recorded in Volume 11090, Page 827 of the Official Public Records of Real Property for Bexar County, Texas and a portion of a 51.60 acre tract described as TRACT 2 as conveyed to Hollyhills Investments, LP by a deed recorded in Volume 11090, Page 945 of the Official Public Records of Real Property for Bexar County, Texas and being more particularly described as follows:

COMMENCING: at a property corner, marked with a Pape-Dawson plastic cap, marking the most southerly northwest corner of the aforesaid 509.7 acre tract and also being a common corner of the aforesaid TRACT 2 and lying on a curve in the east right-of-way line of State Highway No. 211;

THENCE: along the arc of a said curve in the east right-of-way line, concave to the west, for a distance of 9.12 feet to a TxDOT type II right-of-way monument for corner (curve data: radius = 3,114.79 feet, delta angle = 0°10'04", the chord bears S 00°28'42" E for a distance of 9.12 feet);

THENCE: S 00°24'26" E, with the aforesaid east right-of-way line, for a distance of 161.25 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner;

THENCE: N 89°56'36"" E, departing the said east right-of-way line, for a distance of 221.71 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the POINT OF BEGINNING;

THENCE: N 00°00'23" W for a distance of 732.52 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and lying on a non-tangent curve concave to the north;

THENCE: along the arc of said curve for a distance of 152.10 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and marking the beginning of a curve concave to the southeast (curve data: radius = 86.00 feet, delta angle = 101°19'49", the chord bears N 69°19'39" E for a distance of 133.03 feet);

THENCE: along the arc of said curve for a distance of 12.60 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 13.00 feet, delta angle = 55°33'08", the chord bears N 46°26'18" E for a distance of 12.12 feet);

THENCE: N 74°12'52" E for a distance of 95.83 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner;

THENCE: S 15°47'08" E for a distance of 147.00 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner;

THENCE: N 74°12'52" W for a distance of 106.00 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the beginning of curve concave to the south;

THENCE: along the arc of said curve for a distance of 53.46 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 41.00 feet, delta angle = 74°42'24", the chord bears S 68°25'56" E for a distance of 49.75 feet);

THENCE: S 31°04'44" E for a distance of 373.77 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the beginning of curve concave to the northeast;

THENCE: along the arc of said curve for a distance of 94.22 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 704.00 feet, delta angle = 7°40'05", the chord bears S 34°54'48" E for a distance of 94.15 feet);

THENCE: S 00°00'24" E, non-tangent from the aforesaid curve, for a distance of 285.60 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner;

THENCE: N 89°59'36" E for a distance of 17.53 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner;

THENCE: S 00°00'09" E for a distance of 467.28 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the beginning of curve concave to the east;

THENCE: along the arc of said curve for a distance of 170.02 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 341.00 feet, delta angle = 28°34'01", the chord bears S 14°17'24" E for a distance of 168.26 feet);

THENCE: S 28°34'25" E for a distance of 99.34 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the beginning of curve concave to the west;

THENCE: along the arc of said curve for a distance of 226.95 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 811.00 feet, delta angle = 16°02'00", the chord bears S 20°33'25" E for a distance of 226.21 feet);

THENCE: S 12°32'24" E for a distance of 98.44 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the beginning of curve concave to the northeast;

THENCE: along the arc of said curve for a distance of 93.47 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and marking the beginning of a curve concave to the southwest (curve data: radius = 75.00 feet, delta angle = 71°24'34", the chord bears S 48°14'41" E for a distance of 87.54 feet);

THENCE: along the arc of said curve for a distance of 821.33 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 659.00 feet, delta angle = 71°24'34", the chord bears S 48°14'41" E for a distance of 769.20 feet);

THENCE: S 12°32'24" E for a distance of 23.59 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner;

THENCE: S 77°27'36" W for a distance of 270.00 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner;

THENCE: N 12°32'24" W for a distance of 23.59 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the beginning of curve concave to the southwest;

THENCE: along the arc of said curve for a distance of 611.04 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 389.00 feet, delta angle = 90°00'00", the chord bears N 57°32'24" W for a distance of 550.13 feet);

THENCE: S 77°27'36" W for a distance of 152.00 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the beginning of curve concave to the southeast;

THENCE: along the arc of said curve for a distance of 276.50 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 389.00 feet, delta angle = 40°43'33", the chord bears S 57°05'49" W for a distance of 270.72 feet);

THENCE: N 57°32'24" E, non-tangent from the aforesaid curve, for a distance of 221.49 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner;

THENCE: N 31°25'07" W for a distance of 251.10 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and lying on a non-tangent curve concave to the north ;

THENCE: along the arc of said curve for a distance of 211.12 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 390.00 feet, delta angle = 31°00'55", the chord bears S 74°05'20" W for a distance of 208.55 feet);

THENCE: S 89°35'48" W for a distance of 123.11 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner;

THENCE: N 00°24'12" W for a distance of 277.08 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the beginning of curve concave to the east;

THENCE: along the arc of said curve for a distance of 366.53 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 743.00 feet, delta angle = 28°15'54", the chord bears N 13°43'45" E for a distance of 362.83 feet);

THENCE: N 27°51'42" E for a distance of 165.88 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner and the beginning of curve concave to the west;

THENCE: along the arc of said curve for a distance of 319.56 feet to a 5/8" iron rod, marked with a HollyHills blue plastic cap, set for corner (curve data: radius = 657.00 feet, delta angle = 27°52'07", the chord bears N 13°55'40" E for a distance of 316.42 feet);

THENCE: N 00°00'23" W for a distance of 180.94 feet to the POINT OF BEGINNING and containing 42.466 acres (1,849,822 square feet) of land more or less.

The bearings for this description are based upon North American Datum of 1983 (CORS 1996) and are grid bearings, Texas State Plane Coordinate System, South Central Zone (feet).

June 15, 2006



Surveyed By: _____

Mark R. Paulson
Registered Professional
Land Surveyor No. 2099

EXHIBIT B
REPRESENTATIONS; AS IS, WHERE IS

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller has authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.

3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.

5. *Condemnation; Zoning; Land Use; Hazardous Materials.*

a. Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.

b. During the period that Seller has owned the Property, there has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, toxic substance, or any other pollutants or contaminants (hereinafter collectively referred to as "Pollutants") on or in the Property or Seller's adjacent property, and Seller has complied with all applicable local, state or federal environmental laws and regulations. There are no wells, underground storage tanks, covered surface impoundments or other sources of environmental Pollutants or contaminants on the Property or Seller's adjacent property. Seller shall indemnify, defend and hold Buyer harmless from any claims, damages, and liability of every kind, including all expenses of investigation, remediation, litigation and attorneys' fees, arising from Seller's breach of this representation or pollution of the Property or Seller's failure to comply with local, state or federal environmental laws and regulations.

c. To the best of the current knowledge of the undersigned on behalf of Seller, without investigation, prior to Seller's acquisition of the Property there was no storage, production, transportation, disposal, treatment or release of any Pollutants on or in the Property.

d. To the best of Seller's knowledge, there have been no Pollutants on or in neighboring properties, which, through soil or underground migration, could have moved to the Property.

6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for granting a security interest in the Property, Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions,

and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.

8. *Possession.* On the Closing Date, no persons will be in possession of any part of the Property as lessees, tenants at sufferance or trespassers.

9. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

B. "As Is, Where Is"

THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THE CLOSING DOCUMENTS AND SELLER'S REPRESENTATIONS TO BUYER SET FORTH IN SECTION A AND C. OF THIS EXHIBIT B.

C. NOTWITHSTANDING THE FOREGOING, AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS ARISING FROM EVENTS OCCURRING BEFORE CLOSING, WILL REMAIN THE SOLE RESPONSIBILITY OF SELLER REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. FOLLOWING CLOSING, SELLER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES BUYER FROM LIABILITY FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. SELLER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES BUYER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVES. SELLER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES BUYER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO CLAIMS ALLEGED TO HAVE ARISEN AS A RESULT OF SELLER'S NEGLIGENCE. SELLER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF SELLER AND IN THE NAME OF SELLER, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

The provisions of this Section C regarding the Property will be included in the Deed with appropriate modification of terms as the context requires.

EXHIBIT C
SELLER'S RECORDS

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in section A.7.:

Governmental

governmental licenses, certificates, permits, and approvals

tax statements for the current year

notices of appraised value for the current year

records of regulatory proceedings or violations (for example, condemnation, environmental)

Land

environmental reports

prior surveys

site plans

EXHIBIT D
NOTICES, STATEMENTS, AND CERTIFICATES

The following Title Notices, statements, and certificates shall be delivered by Seller to Buyer by the deadline set out in section A.7:

A. *Abstract or Title Policy:* Buyer is advised to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy. If a title policy is furnished, the commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

B. *Statutory Tax Districts:* If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this Contract.

C. *Annexation:* If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

D. *Property Located in a Certificated Service Area of a Utility Service Provider:* Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

E. *Public Improvement Districts:* If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

F. *Texas Agricultural Development District:* The Property is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local

building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

G. Notice Of Water Level Fluctuations: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

H. *License Holder Disclosure*: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale.

EXHIBIT E

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

Date: _____

Grantor: **SMS BRIGGS RANCH, LLC**
Grantor's Mailing Address: 6829 N. 12th Street
Phoenix, Maricopa County, AZ 85014

Grantee: **BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**
Grantee's Mailing Address: 8449 FM 471 South
Castroville, Texas 78009
Attention: Superintendent of Schools
Medina County

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration.

Property (including improvements): A 42.466 acre tract or parcel of land lying and being situated in the Mrs. S.C. Craig Survey No. 13 ¾, Abstract No. 1077, C. B. 434 land the Clementine Bundick Survey No. 13 ½ , Abstract No. 992, C. B. 4325, Bexar County Texas and being a portion of a 509.7 acre tract conveyed to 211 Investments, LP by a deed recorded in Volume 11090, Page 827 of the Official Public Records of Real Property for Bexar County, Texas and a portion of a 51.60 acre tract described as TRACT 2 as conveyed to Hollyhills Investments, LP by a deed recorded in Volume 11090, Page 945 of the Official Public Records of Real Property for Bexar County, Texas and being more particularly described by metes and bounds and depicted in **Exhibit A** which is attached hereto and incorporated herein by reference (the "Property").

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: [PERMITTED EXCEPTIONS]

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their heirs, beneficiaries, successors and assigns forever; and it does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, their heirs, beneficiaries, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:
SMS BRIGGS RANCH, LLC
By: Lou Mar Vista LLC, its Manager

By: ***EXHIBIT ONLY - NOT FOR SIGNATURE***
Jonathan Hoffer, Managing Member

THE STATE OF _____ §
§ ACKNOWLEDGMENT
COUNTY OF _____ §

BEFORE ME, a Notary Public, on this day personally appeared Jonathan Hoffer, 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 Managing Member of Lou Mar Vista LLC, the Manager of **SMS Briggs Ranch, LLC**; that he was authorized to execute such instrument; and acknowledged to me that he/she executed the same for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2020.

EXHIBIT ONLY - NOT FOR SIGNATURE
Notary Public, State of _____

Return to Grantee's Address:
Medina Valley Independent School District
Attention: Superintendent of Schools
8449 FM 471 South
Castroville, Texas 78009

[EXHIBIT A TO BE ATTACHED]

REAL ESTATE SALES CONTRACT

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in section A.1 for this contract to be effective. Earnest Money is to be paid by electronic transfer from Buyer to Seller upon Seller's instructions for such transfer.

Seller: CONVERGENCE BRASS, LLC
Address: Attn: Benjamin P. Bartlett
172 Center Street, Suite 204
Jackson, Teton County, WY 83001
Phone: (307)733-4129
E-mail: benb@coninv.com

Seller's Attorney:
Address:

Phone:
E-mail:

Seller's Broker: DRAKE COMMERCIAL GROUP
Deborah Bauer
Address: 4630 North Loop 1604 West, Suite 510
San Antonio, Texas 78249
Phone: 210-402-6363, Ext. 102
Email: deborah@drakecommercial.com

Buyer: THE BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT, Independent School District and political subdivision of the State of Texas
Address: Attn: Paul W. Holzhaus
8449 FM 471 South
Castroville, Medina County, Texas 78009
Phone: 830-931-2243 x1190
Fax: 830-931-4050

Buyer's Broker: NONE.

Buyer's Attorney: WALSH GALLEGOS TREVIÑO RUSSO & KYLE, P.C.
Winifred H. Dominguez
Address: 1020 N.E. Loop 410, Suite 410
San Antonio, Texas 78209
Phone: 210-979-6633
Fax: 210-979-7024
Email: wdominguez@wabsa.com

Property: A 26.00 acre tract of land, more or less ("Subject Property" to be conveyed), which is part of a 62.4 acre (2,716,735 square feet) tract of land out of the S.C. Craig Survey No. 13 ¾, Abstract No. 1077, County Block 4345 and the Clementine Bundick Survey No, 13 ½, Abstract No. 992, County Block 4325 situated in Bexar County, Texas, said 62.4 ace tact, being more particularly described by metes and bounds in **Exhibit A** which is attached hereto and incorporated herein by reference. The exact location of such 26.00 acre tract to be determined by a survey of the subject tract as agreed by the Parties.

The parties acknowledge that the legal description contained in this contract technically may be, or is, legally insufficient for the purposes of supporting an action for specific performance or other enforcement hereof. As such, the parties confirm to each other that notwithstanding the insufficiency, if any, they desire to proceed with the conveyance of the Property as contemplated by this contract. Because the parties are desirous of executing this contract, they agree that (a) they are experienced in transactions of the nature provided for in this contract, (b) in fact, they are specifically familiar with the location of the Property, (c) each party waives any and all claims of an insufficient legal description in a cause of action for performance hereunder, and (d) upon the delivery of the Survey (defined below) to Buyer, and approval of such Survey by Buyer, the metes and bounds description of the Property prepared by the Surveyor in connection with the Survey will be the description of the Property for the purposes of this contract. The parties agree that, upon approval of the Survey by Buyer, this contract will be deemed to be automatically amended to incorporate the metes and bounds description of the Property as prepared by the Surveyor in connection with the preparation of the Survey; provided, that, upon the written request of either Buyer or Seller, the parties agree to amend this contract to incorporate such metes and bounds description as **Exhibit A** hereto.

Title Company: Alamo Title Company
Attention: Chris Varley, Senior Vice President
Address: 2915 W. Bitters Rd., Suite 301
San Antonio, Texas 78248
Phone: 210-490-1313
Fax: 210-490-1312
E-mail: chris.varley@alamotitle.com

Purchase Price: The Purchase Price is to be adjusted based on the Survey. The Purchase Price shall be calculated on the basis of EIGHTY-SEVEN THOUSAND ONE HUNDRED TWENTY AND NO/100 DOLLARS ($87,120) per acre, for the total area of the Property based on the actual acreage as determined by the Survey. If the survey results in an adjustment of more than 10 percent more or less than 26.00 acres, either party may terminate the sales contract upon written notice within ten (10) days after the terminating party receives the survey.

Earnest Money: FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00).

Independent Consideration (for termination right): $100 as consideration for the District's exclusive right to a 90-day Inspection Period to conduct due diligence.

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next

day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: Three (3) days after the Effective Date.
2. Delivery of Title Commitment: Twenty (20) days after the Effective Date.
3. Delivery of Survey: Thirty (30) days after the Effective Date.
4. Delivery of UCC Search: Not Applicable.
5. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: Thirty (30) days after the Effective Date.
6. Delivery of Title Objections: Thirty (30) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
7. Delivery of Seller's records as specified in Exhibit C and Notices, Statements and Certificates as specified in Exhibit D: Ten (10) days after the Effective Date.
8. End of Inspection Period: Ninety (90) days after the Effective Date.
9. Closing Date: Thirty (30) days after the end of the Inspection Period.
10. Closing Time: 4:00 p.m. unless otherwise agreed by Seller and Buyer

B. Closing Documents

1. At closing, Seller will deliver the following items:

   Special Warranty Deed

   IRS Non-foreign Person Affidavit

   Evidence of Seller's authority to close this transaction

   Lien release, if any, as required by section K(2)(f).

2. At closing, Buyer will deliver the following items:

   Evidence of Buyer's authority to consummate this transaction

   Lien release, if any, as required by section K(2)(f).

The documents listed in this section B are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before closing, the deed will be prepared on the form attached as **Exhibit E**.

C. Exhibits – The following are attached to and are a part of this contract:

Exhibit A – Description of the Property, Legal and Aerial

Exhibit B – Representations; As is, Where is

Exhibit C – Seller's Records

Exhibit D – Notices, Statements, and Certificates

Exhibit E – Form of Deed

D. Purchase and Sale of Property

1. *Purchase and Sale*. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller the Purchase Price for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. Seller and Buyer agree that this Agreement shall not be binding upon or enforceable against Buyer until the Board of Trustees of the Medina Valley Independent School District has approved this Agreement in a properly noticed open meeting of the Board of Trustees.

2. *Purchase Contingency***.** Notwithstanding the foregoing, the Buyer's obligation to buy the Property shall be contingent upon the Buyer's closing of the purchase of the 25.39 acre tract, more or less, located adjacent to the Property described as follows:

> A 42.466 acre tract or parcel of land, more or less, lying and being situated in the Mrs. S.C. Craig Survey No. 13 ¾, Abstract No. 1077, C. B. 434 land the Clementine Bundick Survey No. 13 ½ , Abstract No. 992, C. B. 4325, Bexar County Texas and being a portion of a 509.7 acre tract conveyed to 211 Investments, LP by a deed recorded in Volume 11090, Page 827 of the Official Public Records of Real Property for Bexar County, Texas and a portion of a 51.60 acre tract described as TRACT 2 as conveyed to Hollyhills Investments, LP by a deed recorded in Volume 11090, Page 945 of the Official Public Records of Real Property for Bexar County, Texas ("Contingent Property").

The purchase of the "Contingent Property" is the subject of a separate Real Estate Sales Contract between Buyer and Seller which contains a substantially similar contingency clause requiring an essentially concurrent Closing of the Property which is the subject of this Real Estate Sales Contract as a condition to the Buyer's purchase. It is the intention of the Buyer that both properties will close concurrently.

E. Interest on Earnest Money

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Title and Survey

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by a surveyor satisfactory to Buyer and Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category. The Survey shall describe the Seller's Land and include the easement located within and along the eastern border of the Land.

4. *UCC Search.* Not applicable.

5. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2 and legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in section A.5. Buyer will cause the Survey, if required, to be delivered by the deadline stated in section A.3.

6. *Title Objections.* Buyer has until the deadline stated in section A.6 ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. Review of Seller's Records. Seller will deliver to Buyer copies of Seller's records specified in Exhibit C, or otherwise make those records available for Buyer's review, by the deadline stated in section A.7.

2. *Entry* onto the Property. Buyer may enter the Property before closing to inspect it, subject to the following:

   a. Buyer may not unreasonably interfere with existing operations or occupants of the Property;

   b. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;

   c. if the Property is altered because of Buyer's inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs; and

   d. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period.

H. Representations

The Seller's representations stated in **Exhibit B** are true and correct as of the Effective Date and must be true and correct on the Closing Date.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage and excluding the easement area indicated on the Survey; (b) operate the Property in the same manner as it was operated on the Effective Date except for the easement area indicated on the Survey; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property, except for the easement area indicated on the Survey, and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Buyer may terminate this contract if Seller enters into, amends, or terminates any contract that affects the Property without first obtaining Buyer's written consent.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen (15) days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

4. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

5. *No Recording.* Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

J. Termination

1. *Disposition of Earnest Money after Termination.*

a. *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, within five (5) days of receipt of Buyer's termination notice, Title Company shall deliver the Earnest Money to Buyer, less $100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this contract.

b. *To Seller.* If Seller terminates this contract in accordance with Seller's right to terminate due to Buyer's default, Buyer will, within five (5) days of receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

K. Closing

1. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

a. *Closing Documents.* The parties will execute and deliver the Closing Documents.

b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.

c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.

e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

2. *Transaction Costs.*

a. *Seller's Costs.* Seller will pay the basic charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession; the cost of certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in section A.5.; and Seller's expenses and attorney's fees.

b. *Buyer's Costs.* Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the costs to obtain the Survey, the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer; the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; and Buyer's expenses and attorney's fees.

c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as an adjustment to the Purchase Price. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the prorations in cash within thirty (30) days of when the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after closing. All taxes due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to section 23.55 thereof, the following will apply:

(1) If Seller changes the use of the Property before closing, resulting in the assessment of additional taxes for periods before closing, Seller will pay the additional taxes.

(2) If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.

d. *Income and Expenses.* [Paragraph Deleted]

e. *Post-closing Adjustments.* If errors in the prorations made at closing are identified within ninety (90) days after closing, Seller and Buyer will make post-closing adjustments to correct the errors within fifteen (15) days of receipt of notice of the errors.

f. *Brokers' Commissions.*

i. Seller shall compensate Seller's Broker, listed above, five percent (5%) of the sales price as compensation for its services in connection with the sale of the Property.

ii. Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not. At closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

3. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

a. *Termination; Damages.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less $100 as described above, returned to Buyer. If Seller's Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages Buyer's actual out-of-pocket expenses incurred to investigate the Property after the Effective Date within ten (10) days after Seller's receipt of an invoice from Buyer stating the amount of Buyer's expenses.

b. *Specific Performance.* Buyer may enforce specific performance of Seller's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may as its sole and exclusive remedy terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller.

3. *Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money, in the case of Buyer's default, and the amounts provided above are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.

M. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, [electronic mail] or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given if the attorneys have been identified by the parties.

2. *Entire Contract.* This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.

3. *Amendment*. This contract may be amended only by an instrument in writing signed by the parties.

4. *Prohibition of Assignment.* Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. *Survival.* The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County where the Property is located, except as otherwise provided by applicable law. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this contract.

7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this contract.

9. *Severability.* The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.

13. *Confidentiality.* The parties will keep confidential this contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.

14. *Electronic Signatures*. This Agreement may be executed in counterparts, each of which is deemed an original, but such counterparts, when taken together, shall constitute one agreement. This Agreement may be executed by a party's signature transmitted by electronic means, including by facsimile or e-mail ("Electronic Means"), and copies of this Agreement executed and delivered by Electronic Means have the same force and effect as copies executed and delivered with original signatures. All parties hereto may rely upon signatures transmitted by Electronic Means as if such signatures were originals. Any party executing and delivering this Agreement by Electronic Means, at the request of any other party, shall promptly deliver a counterpart signature page of this Agreement containing said party's original signature. A signature page transmitted by Electronic Means may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original signature page.

(COUNTERPART SIGNATURE PAGES FOLLOW.)

SELLER'S COUNTERPART SIGNATURE PAGE
REAL ESTATE SALES CONTRACT CONVERGENCE TO MEDINA VALLEY ISD

SELLER:

CONVERGENCE BRASS, LLC

By: _____
Colby Cox, Manager

Date: _____

BUYER'S COUNTERPART SIGNATURE PAGE
REAL ESTATE SALES CONTRACT CONVERGENCE TO MEDINA VALLEY ISD

BUYER:
BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

_____
Dr. Kenneth Rohrbach, Superintendent of Schools

Date:_____

Title Company acknowledges receipt of Earnest Money in the amount of $15,000.00 and a copy of this contract executed by both Buyer and Seller.

ALAMO TITLE COMPANY

By:_____

Name:_____

Title_____

Date:_____

EXHIBIT A
LEGAL DESCRIPTION OF THE 62.4 ACRE TRACT OUT OF WHICH THE 26.00 ACRE SUBJECT PROPERTY WILL BE CONVEYED

BEGINNING at a found ½" iron rod with a plastic cap stamped "Pape Dawson" in the east right-of-way line of State Highway 211, a variable width right-of-way, for the southwest corner of the remaining portion of a 186.734 acre tract of land, Site 1, conveyed to Major Magic Holdings, L.P., of record in Volume 14682 Page 736 of the Official Public Records of Bexar County, Texas, the most westerly northwest corner of a remaining portion of a 509.7 acre tract and the most northerly northwest corner of the tract described herein;

THENCE: EAST, departing the east right-of-way line of State Highway 211 and along and with the common line between the remaining portion of the 186.734 acre tract and a remaining portion of the 509.7 acre tract, a distance of **222.71 feet** to a found ½" iron rod for the southeast corner of the remaining portion of the 186.734 acre tract, a point in a westerly line of a 42.468 acre tract of land conveyed to SMS Briggs Ranch, LLC., of record in Volume 13882 Page 1351 of the Official Public Records of Bexar County, Texas and a northeast corner of the tract described herein;

THENCE: With the common line between a remaining portion of the 509.7 acre tract and the 42.468 acre tract the following twenty-two (22) calls and distances:

1. **S 00° 01 08" E**, a distance of **351.62 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of curvature of the tract described herein,

2. With a tangent curve to the right having a radius of **657.00 feet**, a delta angle of **27° 52' 06"**, an arc length of **319.56 feet** and a chord bears, **S 13° 54' 55" W**, a distance of **316.42 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of tangency of the tract described herein,

3. **S 27° 50' 57" W**, a distance of **165.88 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of curvature of the tract described herein,

4. With a tangent curve to the left having a radius of **743.00 feet**, a delta angle of **28° 15' 51"**, an arc length of **366.52 feet** and a chord bears, **S 13° 43' 00" W**, a distance of **362.82 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of tangency of the tract described herein,

5. **S 00° 24' 57" E**, a distance of **277.08 feet** to a found 5/8" iron rod for an interior corner of the tract described herein,

6. **N 89° 35' 03" E**, a distance of **123.11 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of curvature of the tract described herein,

7. With a tangent curve to the left having a radius of **390.00 feet**, a delta angle of **31° 00' 57"**, an arc length of **211.12 feet** and a chord bears, **N 74° 04' 35" E**, a distance of **208.55 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of non-tangency of the tract described herein,

8. **S 31° 25' 52" E**, a distance of **251.10 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for an angle of the tract described herein,

9. **S 57° 33' 09" E**, a distance of **221.49 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of curvature of the tract described herein,

10. With a non-tangent curve to the right having a radius of **389.00 feet**, a delta angle of **40° 43' 35"**, an arc length of **276.50 feet** and a chord bears, **N 57° 05' 04" E**, a distance of **270.72 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of tangency of the tract described herein,

11. **N 77° 26' 51" E**, a distance of **152.00 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of curvature of the tract described herein,

12. With a curve to the right having a radius of **389.00 feet**, a delta angle of **90° 00' 01"**, an arc length of **611.04 feet** and a chord bears, **S 57° 33' 09" E** a distance of **550.13 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of tangency of the tract described herein,

13. **S 12° 33' 09" E**, a distance of **23.59 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for an interior corner of the tract described herein,

14. **N 77° 26' 51" E**, a distance of **270.00 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for an interior corner of the tract described herein,

15. **N 12° 33' 09" W**, a distance of **23.59 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of curvature of the tract described herein,

16. With a curve to the left having a radius of **659.00 feet**, a delta angle of **71° 24' 35"**, an arc length of **821.33 feet** and a chord bears, **N 48° 15' 26" W**, a distance of **769.20 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of reverse curvature of the tract described herein,

17. With a curve to the right having a radius of **75.00 feet**, a delta angle of **71° 24' 20"**, an arc length of **93.47 feet** and a chord bears, **N 48° 15' 33" W**, a distance of **87.54 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of tangency of the tract described herein,

18. **N 12° 33' 09" W**, a distance of **98.44 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of curvature of the tract described herein,

19. With a curve to the left having a radius of **811.00 feet**, a delta angel of **16° 02' 01"**, an arc length of **226.95 feet** and a chord bears, **N 20° 34' 10" W**, a distance of **226.21 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of tangency of the tract described herein,

20. **N 28° 35' 10" W**, a distance of **99.34 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of curvature of the tract described herein,

21. With a curve to the right having a radius of **341.00 feet**, a delta angle of **28° 33' 59"**, an arc length of **170.01 feet** and a chord bears, **N 14° 18' 09" W**, a distance of **168.26 feet** to a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for a point of tangency of the tract described herein, and

22. **N 00° 00' 54" W**, a distance of **411.13 feet** to a found ½" iron rod for a southwest corner of the remaining portion of a 56.862 acre tract of land, Site 2, conveyed to Major Magic Holdings, L.P., of record in Volume 14682 Page 763 of the Official Public Records of Bexar County, Texas, a point in a northerly line of a remaining portion of the 509.7 acre tract and an exterior corner of the tract described herein, from which a found ½" iron rod with a plastic cap stamped "HOLLYWOOD HILLS – RPLS 2009" for an exterior corner in an easterly line of the 42.468 acre tract bears, N 00° 00' 54" W, a distance of 56.15 feet;

THENCE: Departing the easterly line of the 42.468 acre tract and along and with the northerly lines of a remaining portion of the 509.7 acre tract the following seven (7) calls and distances:

1. **EAST**, a distance of **133.35 feet** to a found ½" iron rod with a plastic cap stamped "Pape Dawson" for an exterior corner of the tract described herein,

2. **S 14° 25' 32" W**, a distance of **24.75 feet** to a found ½" iron rod with a plastic cap stamped "Pape Dawson" for an angle of the tract described herein,

3. **S 03° 16' 18" E**, a distance of **106.10 feet** to a found ½" iron rod with a plastic cap stamped "Pape Dawson" for an interior corner of the tract described herein,

4. **N 87° 22' 16" E**, a distance of **227.88 feet** to a found ½" iron rod for an angle of the tract described herein,

5. **N 76° 55' 53" E**, a distance of **224.04 feet** to a found ½" iron rod with a plastic cap stamped "Pape Dawson" for an angle of the tract described herein,

6. **N 55° 14' 55" E**, a distance of **137.10 feet** to a found ½" iron rod with a plastic cap stamped "Pape Dawson" for an angle of the tract described herein, and

7. **N 49° 05' 32" E**, a distance of **35.03 feet** to a found ½" iron rod for an angle in the westerly lines of the remaining portion of a 236.3 acre tract of land conveyed to Z Golf Briggs Ranch, LLC., of record in Volume 16501 Page 555 of the Official Public Records of Bexar County, Texas and described in Deed of Trust dated August 30, 2000 of record in Volume 8552 Page 320 of the Official Public Records of Bexar County, Texas and for an angle point of the tract described herein;

THENCE: Along and with the northerly lines of a remaining portion of the 509.7 acre tract and the westerly lines of the 236.3 acre tract the following three (3) calls and distances:

1. **N 63° 39' 17" E**, a distance of **211.95 feet** to a found ½" iron rod with a plastic cap stamped "Pape Dawson" for the northeast corner of the tract described herein,

2. **S 29° 36' 33" E**, a distance of **185.70 feet** to a found ½" iron rod with a plastic cap stamped "Pape Dawson" for an angle of the tract described herein, and

3. **S 81° 35' 55" E**, a distance of **34.90 feet** to a calculated point for the northwest corner of Lot 2, Block 20, County Block 4345 of the Estates at Briggs Ranch Apartments, a subdivision plat of record in Volume 9649 Page s132-133 of the Deed and Plat Records of Bexar County, Texas and an angle of the tract described herein, from which a found ½" iron rod with a plastic cap stamped "MBC" bears, S 83° 55' 20" W, a distance of 1.01 feet and also a found ½" iron rod with a plastic

THENCE: Along and with the east right-of-way line of State Highway 211 and the westerly lines of a remaining portion of the 509.7 acre tract the following five (5) calls and distances:

1. **N 16° 23' 05" W,** a distance of **332.79 feet** to a found Texas Department of Transportation Type II right-of-way monument for an angle of the tract described herein,

2. **N 00° 23' 28" W,** a distance of **992.00 feet** to a found Texas Department of Transportation Type II right-of-way monument for an angle of the tract described herein,

3. **N 07° 49' 54" E,** a distance of **349.59 feet** to a found Texas Department of Transportation Type II right-of-way monument for an angle of the tract described herein,

4. **N 00° 23' 28" W,** a distance of **476.30 feet** to a found Texas Department of Transportation Type II right-of-way monument for a point of curvature of the tract described herein, and

5. With a tangent curve to the left having a radius of **3114.79 feet**, a delta angle of **0° 10' 29"**, an arc length of **9.50 feet** and a chord bears, **N 00° 28' 43" W**, a distance of **9.50 feet** to the **POINT OF BEGINNING** and containing 62.4 acres or 2,716,735 square feet of land more or less in Bexar County, Texas. The basis of bearings is the State Plane Coordinate System established for the Texas South Central Zone 4204, North American Datum (NAD) of 1983(2011).

EXHIBIT B
REPRESENTATIONS; AS IS, WHERE IS

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller has authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.

3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.

5. *Condemnation; Zoning; Land Use; Hazardous Materials.*

a. Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.

b. During the period that Seller has owned the Property, there has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, toxic substance, or any other pollutants or contaminants (hereinafter collectively referred to as "Pollutants") on or in the Property or Seller's adjacent property, and Seller has complied with all applicable local, state or federal environmental laws and regulations. There are no wells, underground storage tanks, covered surface impoundments or other sources of environmental Pollutants or contaminants on the Property or Seller's adjacent property. Seller shall indemnify, defend and hold Buyer harmless from any claims, damages, and liability of every kind, including all expenses of investigation, remediation, litigation and attorneys' fees, arising from Seller's breach of this representation or pollution of the Property or Seller's failure to comply with local, state or federal environmental laws and regulations.

c. To the best of the current knowledge of the undersigned on behalf of Seller, without investigation, prior to Seller's acquisition of the Property there was no storage, production, transportation, disposal, treatment or release of any Pollutants on or in the Property.

d. To the best of Seller's knowledge, there have been no Pollutants on or in neighboring properties, which, through soil or underground migration, could have moved to the Property.

6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for granting a security interest in the Property, Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions,

and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.

8. *Possession.* On the Closing Date, no persons will be in possession of any part of the Property as lessees, tenants at sufferance or trespassers.

9. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

B. "As Is, Where Is"

THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THE CLOSING DOCUMENTS AND SELLER'S REPRESENTATIONS TO BUYER SET FORTH IN SECTION A. OR C. OF THIS EXHIBIT B.

C. NOTWITHSTANDING THE FOREGOING, AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS ARISING FROM EVENTS OCCURRING BEFORE CLOSING, WILL REMAIN THE SOLE RESPONSIBILITY OF SELLER REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. FOLLOWING CLOSING, SELLER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES BUYER FROM LIABILITY FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. SELLER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES BUYER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVES. SELLER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES BUYER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO CLAIMS ALLEGED TO HAVE ARISEN AS A RESULT OF SELLER'S NEGLIGENCE. SELLER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF SELLER AND IN THE NAME OF SELLER, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

The provisions of this Section C regarding the Property will be included in the Deed with appropriate modification of terms as the context requires.

EXHIBIT C
SELLER'S RECORDS

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in section A.7.:

Governmental

governmental licenses, certificates, permits, and approvals

tax statements for the current year

notices of appraised value for the current year

records of regulatory proceedings or violations (for example, condemnation, environmental)

Land

environmental reports

prior surveys

site plans

EXHIBIT D
NOTICES, STATEMENTS, AND CERTIFICATES

The following Title Notices, statements, and certificates shall be delivered by Seller to Buyer by the deadline set out in section A.7:

A. *Abstract or Title Policy:* Buyer is advised to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy. If a title policy is furnished, the commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

B. *Statutory Tax Districts:* If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this Contract.

C. *Annexation:* If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

D. *Property Located in a Certificated Service Area of a Utility Service Provider:* Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

E. *Public Improvement Districts:* If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

F. *Texas Agricultural Development District:* The Property is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local

building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

G. Notice Of Water Level Fluctuations: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

H. *License Holder Disclosure*: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale.

EXHIBIT E

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

Date: _____

Grantor: **CONVERGENCE BRASS, LLC**, a Delaware Corporation
Grantor's Mailing Address: 172 Center Street, Suite 204
PO Box 1686
Jackson, Teton County, WY 83001

Grantee: **BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**
Grantee's Mailing Address: 8449 FM 471 South
Castroville, Medina County, Texas 78009

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration.

Property (including improvements): A 25.39 acre 1,105,857 square feet more or less, tract of land out of a 1,909.83 acre tract recorded in Volume 7511, Pages 80-89 of the Official Public Records of Real Property of Bexar County, Texas, and being out of the T. A. Cooke, Survey Number 65 ½ , Abstract Number 1076, County Block Number 4342, Caroline Logan Survey Number 65 , Abstract Number 1011, County Block 4342, Clementine Bundick Survey No. 13 ½ , Abstract No. 992, C. B. 4325, Bexar County Texas, said 25.39 ace tact, being more particularly described by metes and bounds and depicted in **Exhibit A** which is attached hereto and incorporated herein by reference. (the "Property")

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

[PERMITTED EXCEPTIONS]

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their heirs, beneficiaries, successors and assigns forever; and it does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, their heirs, beneficiaries, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:
CONVERGENCE BRASS, LLC

By: ***EXHIBIT ONLY - NOT FOR SIGNATURE***
Colby Cox, Manager

Date:_____

THE STATE OF_____ §
§ ACKNOWLEDGMENT
COUNTY OF _____ §

BEFORE ME, a Notary Public, on this day personally appeared Colby Cox, 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 Manager of Convergence Brass, LLC; that he was authorized to execute such instrument; and acknowledged to me that he executed the same for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2020.

EXHIBIT ONLY - NOT FOR SIGNATURE
Notary Public, State of Texas

Return to Grantee's Address:
Medina Valley Independent School District
Attention: Superintendent of Schools
8449 FM 471 South
Castroville, Texas 78009

Briggs Ranch estimated 68 acre schematic.

Parcel 1004577 is the 42 acre tract

The other remaining 26 acres will be carved out of the larger 65 acre parcel labeled 1141953 and shown as the crosshatched area.


Golf Club of Texas
201073
Texas Research Pkwy
211
1184504
Lucas Creek
1050535
1004577
1141953
790 ft
1188254
Golf Club of Texas
200920
192470
Bexar County
1188260
1050505
Marsons Blvd
1305219
1058251
1174095
1050536
750 ft
1058252
US-90-E
90
1287187
1225050
758 ft
1295977
1287184