Medina Valley ISD Trustees Board of

Medina Valley ISD Board of Trustees
Special Meeting
{{Date }} at 5:30 PM
Medina Valley ISD Central Office Board Room, 8449 FM 471 S, Castroville, TX 78009

Notice is hereby given that on **August 14, 2023** the **Board of Trustees of the Medina Valley Independent School District** will hold a **Special Board Meeting at 5:30 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
Special Board Meeting
August 14, 2023

I. **First Order of Business**

A Establish a Quorum

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

II. **Public Comment**

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

III. **Closed Session**

A Consultation with Attorney regarding legal issues related to Level Three Public Complaint grievances (TX Govt. Code Section 551.071)

B **Personnel Matters (TX Govt. Code Section 551.074)**

1 Hear 1st Level Three Public Complaint grievance filed by Hank Seay

IV. **Discussion and Possible Action Items**

A Hear the 2nd Level Three Public Complaint Grievance by Hank Seay

V. **Closed Session**

A Consultation with Attorney regarding legal issues related to Level Three Public Complaint grievances (TX Govt. Code Section 551.071)

B **Personnel Matters (TX Govt. Code Section 551.074)**

1 Consider 1st and 2nd Level Three Public Complaint grievances filed by Hank Seay

VI. **Continued Discussion and Action Items**

A Consider the 1st Level Three Public Complaint Grievance filed by Hank Seay

B Consider the 2nd Level Three Public Complaint Grievance by Hank Seay

C Consider the amended 2023-2024 Compensation Plan 4

D Consider the TASB Risk Fund General Liability Insurance Agreement 9

E Consider the TASB Risk Fund, Workers Compensation Agreement 22

F Consider the Construction Procurement Method for Medina Valley Middle School Traffic Improvements and Delegate Authority to the Superintendent to Proceed with Procurement 26

VII. **Budget Workshop**

VIII. **Adjournment**

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: August 14, 2023
RE: Consider approving revisions to the 2023-2024 Compensation Plan

Additional Stipend
Inclusion Stipend- $1500 (based on 7 period day)

Job Title Changes
Instructional Technology Specialist to Instructional Technology Coordinator
Special Program Specialist to Special Education Coordinator
System Specialist to Digital Application Data Integration Specialist

Additional Duty Pay
Lead Driver- Bus Driver Rate + $1.75per hour

Job-related Stipends			
	Professional	Lead Counselor - HS	3,500
	Professional	Lead LSSP/SLP	2,000
	Professional	Lead Nurse	5,000
	Professional	Lead Social Worker	1,500
	Professional	Trainer Assistant - HS	9,000
	Professional	Trainer Head - HS	11,000
	Teacher	Alternative/Behavioral/ALE Teacher	2,500
	Teacher	Inclusion Teacher (based on 7 Periods)	1,500
	Teacher	Bilingual Teacher - EL	3,000
	Teacher	Bilingual Teacher Signing Bonus - EL	1,000
	Teacher	DEAP Lead Teacher	3,000
	Teacher	DEAP Teacher	2,500
	Teacher	Dept. Chair - HS	1,900
	Teacher	Dept. Chair - MS	1,500
	Teacher	Dual Credit (per course) - HS	600
	Teacher	Early Child Special Education Teach - EL	2,500
	Teacher	ESL Teacher - HS	1,500
	Teacher	ESL Teacher - MS	1,500
	Teacher	Grade Level Chair - MS	1,000
	Teacher	Grade Level/Specials Chair - EL	1,000
	Teacher	Interpreter (Sign Language) - HS	1,200
	Teacher	JROTC Drill Team - HS	4,000
	Teacher	Lead Dyslexia (per campus)	1,500
	Teacher	Lead GT (per campus)	1,500
	Teacher	Lead PE	1,500
	Teacher	Mentor Teacher	1,000
	Teacher	PK Special Ed Certified - EL	1,000

2023-2024 Proposed Administrative/Professional Pay Plan
Medina Valley ISD

Pay Grade	Job Title	Calendars	Minimum	Midpoint	Maximum
1					
	Accountant	226			
	Coordinator - Communications	226			
	Coordinator - Human Resources	226			
	Coordinator - Purchasing	226			
	Coordinator - Safety	226			
	Dietitian	226			
	Digital Applcation Data Intergration Specialist	226			
	Nurse (RN)	187			
	Social Worker	197			
	Special Programs Facilitator	197			
	Speech Language Pathologist Asst	187			
	Supervisor - Custodial	242			
	Supervisor - Payroll	226			
	Supervisor - Transportation	226			
	Truancy Officer	187			
		Daily	**$308.00**	**$369.75**	**$431.50**
		187 Days	57,596	69,143	80,691
		197 Days	60,676	72,841	85,006
		226 Days	69,608	83,564	97,519
		242 Days	74,536	89,480	104,423
2					
	Asst Director - Child Nutrition	226			
	Asst Director - Maintenance	242			
	Asst Director - Transportation	226			
	Asst Manager - Construction	231			
	Counselor - ES	197			
	Counselor - MS	207			
	Librarian	197			
	Specialist - GT	207			
		Daily	**$325.71**	**$391.01**	**$456.31**
		197 Days	64,165	77,029	89,893
		207 Days	67,422	80,939	94,456
		226 Days	73,610	88,368	103,126
		231 Days	75,239	90,323	105,408
		242 Days	78,822	94,624	110,427
3					
	Academic Dean - MS	226			
	Board Certified Behavior Analyst	207			
	Coordinator - Bilingual/ELL	226			
	Coordinator - Core Subjects	226			
	Coordinator - Instructional Mat Assess	226			
	Coordinator- Instructional Technology	226			
	Coordinator - Literacy/Social Studies	226			
	Coordinator - Math/Science	226			
	Coordinator - PEIMS	226			
	Coordinator - SLP/LSSP	207			
	Coordinator- Special Education	207			
	Counselor - HS	207			
	Lead Counselor - HS	226			
		Daily	**$345.25**	**$414.47**	**$483.69**
		187 Days	64,562	77,506	90,450
		197 Days	68,014	81,651	95,287
		207 Days	71,467	85,795	100,124
		226 Days	78,027	93,670	109,314

LSSP	197, 207, 226
Network Administrator	226
Occupational Therapist	187
Speech Language Pathologist	187
Vice Principal - ES	207
Vice Principal - MS	207

4	
Academic Dean - HS	226
Asst Director - Special Programs	226
Coordinator - DAEP	207
Vice Principal - HS	226

Daily	$365.97	$439.34	$512.71
207 Days	75,756	90,943	106,131
226 Days	82,709	99,291	115,872

5	
Director - Child Nutrition	226
Director - Communications	226
Director - CTE	226
Director - Curriculum	226
Director - Federal Programs	226
Director - Fine Arts	226
Director - Guidance & Counseling	226
Director - Health and Safety	226
Director - Maintenance	242
Director - Transportation	226
Principal - ES	226

Daily	$387.93	$465.70	$543.47
226 Days	87,672	105,248	122,824
242 Days	93,879	112,699	131,520

6	
Director - Construction	231
Director - Special Education	226
Director - Technology	226
Principal - MS	226

Daily	$411.20	$493.64	$576.08
226 Days	92,931	111,563	130,194
231 Days	94,987	114,031	133,074

7	
Director - Athletics	226
Director - Finance and Budget	226
Director - Human Resources	226
Principal - HS	226

Daily	$444.10	$533.13	$622.16
226 Days	100,367	120,487	140,608

8	
Exec Director - Schools	226

Daily	$479.62	$575.78	$671.94
226 Days	108,394	130,126	151,858

9	
Asst Superintendent - C&I	226
Asst Superintendent - Finance & Operations	226

Daily	$517.99	$621.84	$725.69
226 Days	117,066	140,536	164,006

Pay Rates for Additional Duties
Draft 2023-24

Duty	Rate
Summer School Administrator	$45/hr
Summer School Teacher	$40/hr
Summer School Paraprofessional	$20/hr
Professional Employee	$25/hr
Paraprofessional Employee (for work outside of the employee's assigned duties)	$10/hr
Supplemental Pay for Staff Opening New Campus	Daily rate based on Previous Year Pay Scales
Summer Professional Development (approved by HR, C&I and Principal)	Professional-$80 full day/ $40 half day Pararofessional-$60 full day/ $30 half day Presenter- $150 full day/$75 half day
Summer Curriculum Writing	$35/h
Summer Special Education Testing	$45/hr
Additional Duties (Transportation) (for work outside of the employee's assigned duties)	$11/hr
Cafeteria Lunch Monitoring	$9/hr
Student Workers	Begin @ min. wage
After School Extended Care	Regular Rate/subject to overtime
Food Service Catering	Regular Rate/subject to overtime
Cafeteria Concession Stand Workers*	$10/hr
Substitute Cafeteria Workers:	$9.00/hr
Food Service Summer School	Regular Rate + $1/hr.
Lead Bus Driver	Bus Driver Rate +$1.75/hr.
Athletic Workers (non-football)*	$9.50/hr. ($25 minimum per event)
Athletic Workers (Football)*	Separate Schedule Available through the Athletic Department
Athletic Announcers (Football, Soccer, Baseball, Softball) **	$75 Varsity/$50 Other (per game)
Athletic Table Workers	HS- 1 game $25, 2 games $40 MS- 1 game $25, 2 games $30
Housekeeper Late Shift (3pm-11:30pm)	Regular Rate +$1/hr.
Athletic Trips Driven by Teacher/Coach	$25/trip
Technology Intern	$14/hr
LSSP Intern	$200/day

*** Not Subject to Overtime Pay**

**** High School Home Games Only**

TASB Risk Management Fund
P.O. Box 301 • Austin, Texas 78767-0301 • 800.482.7276
12007 Research Blvd. • Austin, Texas 78759-2439 • tasbrmf.org
Administered by the Texas Association of School Boards

June 23, 2023

Juan Zamora

Medina Valley ISD

Dear Juan Zamora,

The TASB Risk Management Fund is pleased to provide the following proposal for renewing your coverage for the coming year. The proposal reflects the Fund's on-going commitment to the risk sharing partnership among its more than 1,000 members.

The Fund is the oldest and largest governmental risk pool serving public schools and other educational entities in Texas. The Fund is governed by a 19-member board of school trustees, superintendents, and administrators from member districts. The Board ensures the Fund remains financially strong and responsive to member needs.

Fund programs and coverages continue to support the risks shared by Fund members but also reflect the challenging environments that Fund members face today. Highlights of this year's program changes include:

- Significant cost pressures for **Property coverage** continue due to severe and unpredictable weather, increases in the value of covered buildings, and inflationary pressures increasing the cost of claims. The Fund's Board again authorized the use of up to $12 million of Members' Equity, or fund balance, to mitigate the impact of higher costs to members.

- Members of the **Privacy & Information Security** program continue to improve cyber risk management practices, so the **cyber limit is doubled to $500,000**, up from $250,000, this year. To support the increased limit for all Fund members, contributions will increase slightly. To ensure there are no barriers to promptly reporting cyber events, the Fund's coverage program has no deductible for members.

- **Workers' Compensation and Unemployment Compensation rates will remain steady** for most members. Changes in contributions will reflect significant changes in payroll, staffing, or loss histories for some members.

- With claims returning to or exceeding pre-pandemic levels, **Auto and School Liability rates will increase** due to increased claims expenses related to higher costs for legal services and auto repair parts and labor.

The coverage proposal on the following pages includes terms and contribution amounts for the programs in which your organization participates. A summary of coverage changes and updates to the Fund's Coverage Agreements is included in this proposal. Coverage Agreements can also be accessed on the Fund's website.

Please review all terms, provisions, and features of this renewal proposal. When ready, you may accept your renewal proposal by signing the Contribution & Coverage Summary (CCS) and returning it by email to me or to TASBRMF@tasbrmf.org. You may also complete the electronic acceptance using the link in the renewal email sent to the designated Program Contact.

Please note, if you take no action, coverage will automatically renew under the terms of this renewal proposal. If you wish to terminate coverage, the Fund must receive written notice of termination at least 30 days prior to your renewal date. If you are unsure of your plans to renew or have questions about this renewal proposal or any aspect of your Fund membership, please contact Adrian Pena or any member of TASB's Underwriting or Marketing teams at 800.482.7276.

Thank you for your membership in the TASB Risk Management Fund and your partnership with all Fund members. The Fund is proud to be your partner in managing risks and serving the students in your community.

Sincerely,
Adrian Pena
Senior Risk Management Consultant
Division of Underwriting & Marketing
Texas Association of Schools Boards, Inc.

TASB Risk Management Fund
12007 Research Blvd., Austin, Texas 78759-2439
P.O. Box 301, Austin, Texas 78767-0301
Toll-Free: 800.482.7276 | Austin area: 1 (512) 505-2809

CC:

Notification of Coverage Changes and Clarifications

Effective September 1, 2023

As a part of the annual coverage review, the TASB Risk Management Fund (Fund) implemented the following coverage changes and clarifications for all renewals taking effect on or after September 1, 2023. This document is a summary of changes and clarifications only; please carefully review the full text of all Fund Coverage Agreements and any applicable Contribution and Coverage Summary (CCS).

Automobile Liability & Physical Damage Coverage Agreement

- Under Part A, § 3 **Defined Terms**, a new § 3.10 provision was added to define the term "Volunteer."
- Under Part C, § 9.3 **Supplemental Coverage**, a revision expands coverage to increase rental reimbursement when a private passenger Covered Automobile is stolen to $50 a day and $1,500 in total.
- Under Part D, § 21 **Miscellaneous Terms**, a new § 21.2 provision was added to clarify that the member assigns all subrogation-related rights of recovery to the Fund as indicated in the Interlocal Participation Agreement (IPA).

School Liability Coverage Agreement

- Under Part A, § 3.6 **Claim**, a clarification was made that a defined Claim does not include any litigation first filed by the Fund Member (except Individual with Disabilities Education Act appeals). Additionally, a revision was made that there is no coverage for a Claim resulting from litigation by the Fund Member against an otherwise Covered Person. A new § 5.9 **Fund Member versus Covered Person** exclusion was added that indicates the same.
- Under Part A, § 3 **Defined Terms**, a new § 3.13 provision was added to define the term "Volunteer."
- Under Part F, § 17.4 **No accumulation of limits**, a revision was made that this provision applies to coverage limits only, not coverages. To support this revision, § 20.1 **Multiple lines** was revised to clarify that there is no accumulation or stacking of liability limits.
- Under Part F, § 19.7 **Pollutants**, a clarification was made that excluded pollutants specifically include Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS).
- Under Part F, a new § 19.18 provision was added that excludes any Damages or Claim Expense arising from infectious diseases. However, this exclusion does not apply to a Claim arising from a Fund Member's compliance with governmental health orders, but a sublimit of $1,000,000 will be added for Damages and Claim Expense for such Claims.
- Under Part F, a new § 19.19 provision was added that excludes any Damages or Claim Expense arising from a cyber privacy or security event or any incident related to electronic data. Please note that the Fund's Privacy & Information Security Coverage Agreement includes third-party coverage under Part B, § 3.3 Liability for Claims for Data & Network Liability, Regulatory Defense & Penalties, and Payment Card Industry Liabilities & Costs.

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Property Coverage Agreement

- Under Part B, § 4 **Payment for Damage**, a revision and clarification were added that the Fund Member must elect to receive repair/replacement cost or actual cash value cost within 90 days of the Fund issuing an initial estimate of Damage.
- Under Part B, § 4.1(E), a new provision was added that requires the Fund Member to promptly submit invoices to the Fund for reimbursement—no later than 90 days from the Fund Member's payment.
- Under Part C, § 8.4 **Property of others**, a clarification was made that leased portable buildings are not excluded. This clarification follows previous underwriting and claim practice.
- Under Part G, § 14 **No Transfer of Interest**, a revision was made to emphasize the Fund Member's existing IPA obligations regarding that no assignment is allowed by the Fund Member and that the Fund Member must communicate directly with the Fund and not through third parties.
- Under Part G, a new § 15 provision was added to clarify that the member assigns all subrogation-related rights of recovery to the Fund as indicated in the IPA.

Privacy & Information Security Coverage Agreement

- Under Part C, § 4.29 (A) **Fraudulent Instruction**, a revision was made disallowing the use of or reliance on contact information contained in any payment-related instruction for authentication purposes.
- Under Part E, § 6.2 **Limit per line of sub-line of coverage**, a revision was made reducing **Fraudulent Instruction** limits of liability to $100,000 from $250,000.

Violent Act Coverage

- Under § 3.2 (A) **Post Event Emergency Costs**, a clarification was made that overtime pay and temporary staff costs after a Violent Act Event are reimbursable, including overtime pay for staff counselors where permitted.
- Under § 4.6 **Student altercation or suicide**, a clarification was made that coverage is available if any occurrence otherwise qualifies as a Violent Act Event.

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TASB RISK FUND

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Medina Valley ISD

Contribution & Coverage Summary (CCS)
Participation Period: 9/1/2023 through 8/31/2024

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on the following pages and are part of this CCS. Please review all pages of this CCS document and associated Fund Coverage Agreements.

This is not a declarations page. The Fund is not insurance but a self-insured risk pool through which members agree to share risk and actively participate in their contractual obligations as a member of the Fund.

Coverage	Limit	Deductible	Contribution
Property	See Property Coverage Summary	See Property Coverage Summary	**$597,572**
Automobile Liability	$1M Combined Single Limit	$1,000	**$48,094**
Automobile Physical Damage	Actual Cash Value	See Automobile Coverage Summary	**$33,854**
School Liability including Professional Legal, General, and Employee Benefits Liability	See School Liability Coverage Summary	See School Liability Coverage Summary	**$30,430**
Privacy & Information Security	$500,000	$0	**$10,000**
Violent Acts	$250,000	$0	**No Cost**
Total Contribution			**$719,950**

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the Member. Total Contribution is an estimate and is subject to exposure audit.

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Medina Valley ISD

Property Coverage Summary
Participation Period: 9/1/2023 through 8/31/2024
Total Property Contribution: $597,572

The following is an overview of the limits and deductibles for risk of Direct Physical Loss to Covered Property. Additional coverages, limits, exclusions, and terms are included in the Fund's Coverage Agreement for this Participation Period. All limits are per Occurrence unless otherwise shown.

Coverage	Limit	Deductible
All Perils except Weather Perils	$294,197,000	$10,000
Weather Perils	$294,197,000	$500,000
Flood – Annual Aggregate Limit	$2,000,000	$250,000
Earthquake – Annual Aggregate Limit	$2,000,000	$50,000
Crime	$100,000	$5,000
Equipment Breakdown	$100,000,000	$10,000

Additional Deductible for Weather Perils	Deductible	Maximum Deductible
None		

Additional Sublimit Wind, Hurricane, and Hail	Limit	Deductible
Sublimit for Wind, Hail Loss to Single Ply Membrane roofs and accompanying roof systems; all other deductibles apply. This does not apply to Named/Numbered Windstorm Loss in Tier 1, Tier 2, or Harris counties.	$1,000,000	Weather Perils Deductible applies

Property Coverage Provisions

Weather Perils: Weather Perils is an Occurrence of wind, hail, convective storm, or freezing temperatures. The Weather Perils Limit and Deductible shown on this CCS will apply to Loss (including ensuing Loss) by a Weather Peril. For Locations outside of Tier 1, Tier 2, and Harris counties, the Weather Perils Limit and Deductible indicated on this CCS will apply to Loss to Covered Property directly caused by, resulting from, or arising from Named/Numbered Windstorm.

Named/Numbered Windstorm: Named/Numbered Windstorm Peril is an Occurrence directly caused by, resulting from, or arising from any hurricane, typhoon, tropical cyclone, tropical storm, or tropical depression that is designated by name or number by the National Weather Bureau or National Hurricane Center, including Loss caused by flood, storm surge, wave wash, surface water, overflow of bodies of water, or spray from any of these. The Named/Numbered Windstorm Peril Limit and Deductible indicated on this CCS will apply to Loss (including ensuing Loss) by a Named/Numbered Windstorm to Locations in Tier 1, Tier 2, and Harris counties.

The term “Tier 1” means the Texas counties of Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio, and Willacy.

The term “Tier 2” means the Texas counties of Bee, Brooks, Fort Bend, Goliad, Hardin, Hidalgo, Jasper, Jim Wells, Liberty, Live Oak, Newton, Orange, Victoria, and Wharton.

The term “Harris County” means the Texas county of Harris.

Location: Location is a single street address that is the site of the Covered Property.

Flood Zone Exclusions: The Fund Member’s Covered Property (as defined in the Coverage Agreement) is excluded from coverage under the Flood Endorsement of the Coverage Agreement if any portion of the Covered Property subject to loss is located in any Special Flood Hazard Areas (SFHA) beginning with ‘A’ or ‘V’ as identified on the most recently published pre-Loss FEMA Flood Insurance Rate Map (FIRM).

Other Limits: If more than one Per Occurrence Limit may be applicable, the Fund shall determine which limit will apply.

Statement of Values: The Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of Covered Property owned by the Fund Member. The Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Member’s property periodically and agrees to accept values provided by the Fund. The Fund reserves the right to separately assess the Fund Member for new building Covered Property accepted within the first 180 days of the Participation Period.

Salvage: The Fund will have the right, at its discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

Single Ply Membrane: ‘Single Ply Membrane’ is a synthetic roofing material that includes but is not limited to EPDM, TPO, and PVC membranes.

Fund Member Mitigation: As indicated in the Property Coverage Agreement, including Sections 9.29 and 12.5, the Fund Member must preserve Covered Property before and after Loss, or the Fund may exclude coverage.

Fund Member Notice: As indicated in the Property Coverage Agreement, including Section 13.1, time is of the essence for the Fund Member to give notice of a claim for all Loss. Coverage is only available if the Fund Member reports all Loss within 365 days of an Occurrence.

TASB RISK FUND

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Medina Valley ISD

Automobile Coverage Summary
Participation Period: 9/1/2023 through 8/31/2024
Total Automobile Contribution: $81,948

The following is an overview of the limits and deductibles for risks associated with the ownership, maintenance, or use of Covered Automobiles. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Limit	Deductible
Automobile Liability	$1M Combined Single Limit	$1,000
Automobile Physical Damage - Collision	Actual Cash Value	$1,000
Automobile Physical Damage - Comprehensive	Actual Cash Value	$1,000
Automobile Physical Damage - Catastrophic	Actual Cash Value	$50,000

Excluded Vehicles

VIN	Year	Make	Model/Description	Exclusion

None

Automobile Terms & Conditions

Statement of Values: The Fund Member has provided the Fund with the most complete and accurate listing of vehicles owned and leased by the Fund Member and will make this listing current throughout the Participation Period. The Fund Member agrees to allow the Fund to conduct vehicle appraisals of the Fund Members' fleet periodically and agrees to accept values provided by the Fund, if any.

Salvage: The Fund will have the right, at its discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

Excluded Vehicles: Vehicles specifically listed on this CCS are excluded from all Automobile coverage as noted under 'Exclusion.'

TASB RISK FUND

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Medina Valley ISD

School Liability Coverage Summary
Participation Period: 9/1/2023 through 8/31/2024
Total School Liability Contribution: $30,430

The following is an overview of the limits and deductibles for legal, general, and other liability risks. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Limit	Deductible
Professional Legal Liability Subject to $1,000,000 Maximum Annual Aggregate	$1,000,000	$5,000
General Liability	$1,000,000	$0
Employee Benefits Liability	$100,000	$0

School Liability Coverage Provisions

Known Prior Acts: As indicated in the School Liability Coverage Agreement, including in Section 4.1, the Fund Member agrees that all known prior acts (including previously reported acts) that may result in a legal claim against the Fund Member have been fully disclosed to prior carriers, including the Fund, and no coverage will apply to these acts under this CCS. However, this CCS does not void coverage afforded to the Fund Member under any previous CCS.

Fund-requested Settlement Contributions: As indicated in the School Liability Coverage Agreement, including Section 4.6, the Fund may request a monetary or non-pecuniary contribution from the Fund Member to address the portion of a Claim that is not covered by the Coverage Agreement so that the Fund can settle the Claim in its entirety. Any refusal by the Fund Member to contribute to the settlement as requested by the Fund will result in the Fund Member being responsible for further defense costs and indemnity payments other than what the Fund would have paid.

TASB RISK FUND

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Privacy & Information Security Coverage Summary
Participation Period: 9/1/2023 through 8/31/2024
Total Privacy & Information Security Contribution: $10,000

The following is an overview of the limits and deductibles for privacy and information security risks. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Aggregate Limit Per Event	Deductible
Privacy & Information Security	$500,000	$0

Privacy & Information Security Conditions

No Known Losses: Fund Member certifies that all known or reported events occurring prior to the effective date of this coverage, as applicable, which it is reasonably believed may result in a claim under this Coverage have been fully disclosed or reported.

TASB RISK FUND

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Program Coordinators

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Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF-Property	Juan Zamora	Asst. Superintendent of Finance & Operations	juan.zamora@mvisd.org
TASB RMF-Unemployment Compensation	Juan Zamora	Asst. Superintendent of Finance & Operations	juan.zamora@mvisd.org

Program Coordinator Updates

Program	Name	Title	E-mail

If accepting this proposal electronically, you may scan and email this page to tasbrmf@tasbrmf.org to provide Program Coordinator updates.

TASB RISK FUND

TASB Risk Management Fund • 12007 Research Blvd., Austin, Texas 78759-2439
P.O. Box 301 • Austin, Texas 78767-0301 • 800.482.7276 • **tasbrmf.org**
Administered by the Texas Association of School Boards

Contribution & Coverage Summary General Provisions

Coverage: This CCS and the Fund's corresponding Coverage Agreements for this Participation Period outline the coverage terms and limits.

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Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

_____ _____

Authorized Signature Date

_____ _____

Printed Name Title

TASB™ RISK FUND

Proof of Auto Liability Coverage

THIS GOVERNMENT VEHICLE IS EXEMPT FROM THE MOTOR VEHICLE SAFETY RESPONSIBILITY ACT. Liability coverage in effect meets the minimum limits required by Texas law.

Member: **Medina Valley ISD**
Contract Number: **P163908-2023-001**
Contract Period: **9/1/2023** through **8/31/2024**

If you have an accident, please notify the TASB Risk Management Fund at 800.482.7276.

Coverage is applicable to all vehicles owned by the above-named entity. Coverage remains in effect only if contribution has been paid.

WHAT TO DO IF YOU HAVE AN ACCIDENT

(Keep this Card in Vehicle at all times)

- Move vehicle to the side of the road if drivable.
- Call 911 immediately. Have driver's license and this card ready to give to police.
- Help the injured by making them comfortable and providing emergency first aid. Call for medical help and provide requested information.
- Report the accident to your supervisor as soon as possible. If you have been injured, notify your supervisor.
- Do not discuss blame or fault. Discuss accident only with the police.
- Collect names, insurance, and other driver's license number. If there are witnesses, collect their names and contact information and give the information to the police and your supervisor.
- Do not sign any documents except as requested by law enforcement.

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Medina Valley ISD

Contribution & Coverage Summary (CCS)
Participation Period: 9/1/2023 through 8/31/2024

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on the following pages and are part of this CCS. Please review all pages of this CCS document and associated Fund Coverage Agreements.

This is not a declarations page. The Fund is not insurance but a self-insured risk pool through which members agree to share risk and actively participate in their contractual obligations as a member of the Fund.

Coverage	Limit	Deductible	Contribution
Workers' Comp Fully Funded	Statutory	Statutory	**$281,876**
Total Contribution			**$281,876**

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the Member. Total Contribution is an estimate and is subject to exposure audit.

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Medina Valley ISD

Workers' Compensation – Fully Funded
Participation Period: 9/1/2023 through 8/31/2024
Total Workers' Compensation – Fully Funded Contribution: $281,876

The following is a summary of estimated payrolls and contribution for Workers' Compensation coverage. The amounts shown are subject to audit at the end of the Participation Period.

Classification	Estimated Payroll	Net Annual Rate	Estimated Contribution
7380 - BUS DRIVERS	$2,547,414	0.01593145	$40,584
7720 - POLICE OFFICER	$0	0.01984800	$0
8810 - CLERICAL OFFICE EMPLOYEES	$4,636,478	0.00104454	$4,843
8868 - PROFESSIONAL/ADMINISTRATON	$48,813,105	0.00282062	$137,683
9101 - ALL OTHERS	$4,727,100	0.02089357	$98,766
Total	**$60,724,097**		**$281,876**

Estimated Contribution	**$281,876**

Workers' Compensation – Fully Funded Provisions

Benefit Limits: Workers' Compensation benefits paid to Fund Member's employees under this CCS will be as defined in the Texas Workers' Compensation Act (the Act). The Fund is responsible for claims payments as reflected in this CCS. This CCS does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of the Fund Member for the payment of statutory workers' compensation benefits.

Cooperation: The Fund Member designates the TASB Risk Management Fund as the Workers' Compensation claim administrator of record for all purposes. Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

Claims Reporting: For Workers' Compensation claims arising during the Participation Period, the Fund Member agrees to report those claims timely and solely to the Fund. The report of Workers' Compensation claims to any other entity will waive all Fund liability under this CCS for those claims, regardless of reporting sequence. Any fines levied against the Fund for the Fund Member's failure to comply with the rules and regulations of the Act will be the Fund Member's sole responsibility.

Seasonal Benefits Adjustments: The Fund adjusts weekly workers' compensation Temporary Income Benefits (TIBS) to zero during specific holiday periods. Benefit adjustments are always made during the summer, Thanksgiving, spring, and winter breaks. Other extended holiday periods may also trigger benefit adjustments.

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_____ _____

Authorized Signature Date

_____ _____

Printed Name Title

Medina Valley Independent School District

Agenda Item Memorandum

To: MVISD Board of Trustees
Date: 08-14-2023
RE: Consider selection of construction procurement method for the Medina Middle School Drop Off Drive Improvements Project and delegate authority to the Superintendent to proceed with procurement

- A board that considers a construction contract using a method authorized by Government Code Chapter 2269 other than competitive bidding must, before advertising, determine which procurement method provides the best value for the district.
- The administration, in conjunction with the district's engineering firm recommends the district use competitive sealed proposals as the procurement method for General Contractor Services on the Medina Middle School Drop Off Drive Improvements project.
- The Request for Competitive Sealed Proposals for General Contractor will include:
  - ✓ Invitation & instruction to offerors
  - ✓ Construction documents
  - ✓ Selection criteria
  - ✓ Estimated budget
  - ✓ Project scope
  - ✓ Schedule, and
  - ✓ Other information necessary for contractors to respond
- The district will evaluate and rank each proposal based upon published selection criteria and shall select the offeror that offers the best value for the district based on the published selection criteria and on its ranking evaluation.

Authority: CH (Legal/Local), CV (Legal/Local), CVB (Legal/Local), CVD (Legal)