

**Medina Valley Independent School District  
Board of Trustees  
Regular Meeting on Monday, June 23, 2025 at 6:00 PM  
Medina Valley ISD Central Office Board Room**

**A Regular Board Meeting of the MVISD Board of Trustees was held on Monday, June 23, 2025, beginning at 6:00 PM at/on Medina Valley ISD Central Office Board Room.**

**I. First Order of Business**

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

**II. 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. Consistent with Board Policy BEC (Local), when necessary for meeting management, the following will apply: When 1 to 3 individuals sign up to address the Board, they will each be given 5 minutes. When 4 to 6 individuals sign up to address the Board, they will each be given 3 minutes. When 7 or more individuals sign up to address the Board, they will each be given 2 minutes.*

**III. Announcements/Communications/Presentations**

- A Board Committee Reports
  - Finance Committee
  - Construction Committee
  - Safety & Security Committee
  - Curriculum Committee
- B Construction Briefing 3
  - Creek View High School
  - AG/JROTC Building
- C Presentation of the 2024-2025 SHAC Report 20
- D Financial Briefing 25
  - General Fund Financial Statement
  - Child Nutrition Financial Statement
  - Debt Service Fund Financial Statement
  - Bond 2023 Capital Projects Report
  - Quarterly Investment Report
- E First Reading for District Initiated Policy Revisions for EIC (Local), CFB (Local), FD (Local), and FM (Local) 34
- F Superintendent Briefing 43
  - Student Achievements
  - Legislative Update
  - District Enrollment Numbers

**IV. Discussion and Possible Action Items**

- A Consider Approval of Consent Agenda Items 52
  - Minutes for Regular Board Meeting on May 27, 2025
  - Minutes for Special Board Meeting on June 11, 2025
  - 2025-2026 Memorandum of Understanding with Bexar County Juvenile Board
  - Appointment of the 2025-2026 Community SHAC Members
- B Consider Approval of New High School Attendance Zones that will begin the 2026-2027 School Year 80
- C Consider Approval of New Middle School Attendance Zones that will begin the 2025-2026 School Year 89
- D Consider Approval of TEA Approved Innovative High School Course Titled "College Transition" 90
- E Consider Approval for the purchase of Medina Valley High School Fire Alarm Tie-in 94
- F Consider Approval of selection for RFQ 25-004 for Realtor Broker Services 101
- G Consider Approval of a Resolution providing for the Defeasance and Calling for Redemption Certain Currently Outstanding District Obligations; Delegating to Certain District Officials and Staff the Authority to Effect Matters Related Thereto; and other Matters in Connection Therewith 103
- H Consider Approval of an Order Authorizing the Issuance of One or More Series of the District's Unlimited Tax School Building Bonds in the Maximum Amount of \$132,000,000.00; Levying An Ad Valorem Tax for the Payment Thereof; Delegating the Authority to Certain District Officials to Approve and Execute Related Documents; and Other Matters in Connection Therewith 124
- I Consider the Approval of the 2025-2026 Compensation Plan 173

**V. Closed Session**

- A Consultation with Attorney (TX Govt. Code Section 551.071) 1
- B Personnel Matters: Resignations, Retirements, Leaves of Absence, Reassignments, New Employment, New Personnel Position, Duties/Responsibilities of Employees (TX Govt. Code Section 551.074)

C Considering the deployment, specific occasions for, or implementation of, security personnel or devices (TX Govt. Code Section 551.076 and 551.089)

- Director of Transportation
- Principal for Loma Alta Middle School

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

**VI. Continued Discussion and Possible Action Items**

A Consider Approval of the Superintendent's Recommendation to Hire the Director of Transportation

B Consider Approval of the Superintendent's Recommendation to Hire the Principal of Loma Alta Middle School

C Consideration of future meeting dates

**VII. Adjournment**

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



**MEDINA VALLEY ISD**

**EST. 1959**

**Board of Trustees Meeting:  
Creek View High School  
Construction Briefing**

## **GENERAL PROJECT SUMMARY:**

**General Contractor (CMR):** Bartlett Cocke General Contractors

Original Substantial Completion Date: June 2026

Requested Days to Date: Zero (0)

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

**Change Order Sum to Date:** \$9,643,432.00

(2024 Bond – Stadium Improvements)

**Current Contract Sum:** \$264,593,589.00

**Percentage of Work Complete:** 70% - Pay Application No. 20 (June 2025)

\$179,039,037.00 Total Stored/Completed























**MEDINA VALLEY ISD**

**EST. 1959**

**Board of Trustees Meeting:  
MVHS AG & JROTC Building  
Construction Briefing**

**GENERAL PROJECT SUMMARY:**

**General Contractor (CSP):** WR Griggs Construction

Original Substantial Completion Date: Sept. 30, 2026

Requested Days to Date: Zero (0)

**Contract Sum:** \$11,550,000.00

**Change Order Sum to Date:** \$0.00

**Current Contract Sum:** \$11,550,000.00

**Percentage of Work Complete:** 10% - Pay Application No. 2 (June 2025)  
\$1,122,578.00 Total Stored/Completed







# SHAC- Annual Report

Medina Valley ISD  
June 2025

\*Presented by: Doug Wozniak, Steven Conard, and Sarah Fulks

# SY 24-25 Meeting Dates & Topics Covered

- 9/26/24
  - Department Directors presented on their respective areas.
    - Communications, Curriculum, Child Nutrition, Student Support Services, Health Services, and Safety.
    - Overview of Student Health Advisory Committees roles and responsibilities.
- 11/14/24
  - Flu & COVID Clinic Dates, Diabetic Training Program, Vaccination compliance and 23-24 report presented.
  - Wellness Plan and School Menus and Dietary Accommodations Form were explained.
  - Medina County Health Unit –Guest Speaker - Rhonda Brast, RN
    - Provided flyers about upcoming seminar on how to spot hazards specific to our area and how to take some basic actions to take care of ourselves, our family, and our friends.

# SY 24-25 Meeting Dates & Topics Covered

- 2/20/25
  - Blood Drive Schedule and Health Screenings presented
  - Health Ambassadors for a Ready Texas (HART)- Medina Valley ISD students -Emma Allbee, Julianna Herrera, and Katia Lopez
    - HART initiative - empowering student leaders to promote school meals, Texas agriculture, and healthy habits.
  - Wellness Sub-Committee presentation
    - Wellness Plan recommendations
- 5/8/25
  - Medina County Health Unit - Guest Speaker- Rhonda Brast, RN
    - Services provided by the Health Unit - both onsite and offsite. Texas Immunization Registry (ImmTrac2)
  - Medina Healthcare System - Guest Speaker - Amanda Rothe, RD, LS, CDCES
    - Presentation “Prevention is Key - You are in the driver seat!” Keys to good health.
  - Wellness Plan -
    - Vote to remove named curriculum from the “Goals for Nutrition Education - Goal 1; Obj 1”

# Medina Valley ISD School Health Advisory Council (SHAC)

## SHAC Members 2024-2025

### Community Members:

Rhonda Brast

JoAnn Gonzalez

Scott Hesch

Melissa Scott - SHAC Co-Chair

Karol Martin

# Medina Valley ISD School Health Advisory Council (SHAC)

## SHAC Members 2024-2025

### Additional Core Membership- District Employees:

Steven Conard - Director of Health and Safety

Tiffany Eckenrod - Director of Child Nutrition

Sarah Fulks - (SHAC Chair), Health Services Team Lead

Amy Millis - Director of Curriculum and Instruction

Doug Wozniak- Executive Director of School Safety and Operations

# Medina Valley Independent School District

## Monthly Financial Report

May 2025

### Executive Summary

Financial Highlights: In the general fund, the district has collected 73% of budgeted revenues and spent 72% of budgeted expenses. In May 2023-24, the district collected 69% of actual revenue and spent 71% of actual expenses. In the food service fund, the district has collected 81% of budgeted revenues and spent 62% of budgeted expenses. For debt service, we have collected 96% of our local budgeted tax collections. Last year at this time we had collected 97% of our local collections.

### Fund Balance

	General Fund	Food Service	Debt Service
Fund Balance as of August 31, 2024	\$ 30,818,166	\$ 2,783,463	\$ 6,178,407
Year-to-Date Revenue	\$ 72,389,206	\$ 5,886,156	\$ 39,038,162
Year-to-Date Expenditures	\$ (71,424,965)	\$ (5,412,474)	\$ (24,273,149)
<b>Fund Balance as of May 31, 2025</b>	<b>\$ 31,782,407</b>	<b>\$ 3,257,145</b>	<b>\$ 20,943,420</b>

### Budget Amendments

	General Fund	Food Service	Debt Service
Revenue	\$ 4,121,769	\$ -	\$ -
Expenditures	\$ 3,938,203	\$ -	\$ -

**MAY 2024-2025  
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

<b>ESTIMATED REVENUES</b>	<b>CURRENT BUDGET</b>	<b>YTD ACTUAL</b>	<b>BALANCE</b>
5700 - LOCAL REVENUES	\$39,816,986	\$37,427,915	\$2,389,071
5800 - STATE PROGRAM REVENUES	\$58,639,591	\$34,242,521	\$24,397,070
5900 - FEDERAL REVENUES	\$836,769	\$718,770	\$117,999
<b>TOTAL REVENUES</b>	<b>\$99,293,346</b>	<b>\$72,389,206</b>	<b>\$26,904,140</b>
<b>PROPOSED APPROPRIATIONS</b>			
11 - INSTRUCTION	\$56,919,323	\$41,015,382	\$15,903,941
12 - INST. RESOURCES & MEDIA SVCS	\$580,036	\$458,576	\$121,460
13 - CURRICULUM DEV.& INST.STF DEV	\$1,763,484	\$1,173,160	\$590,324
21 - INSTRUCTIONAL LEADERSHIP	\$1,619,840	\$1,106,217	\$513,622
23 - SCHOOL LEADERSHIP	\$5,173,362	\$3,778,093	\$1,395,269
31 - GUIDANCE & COUNSELING	\$3,556,456	\$2,692,747	\$863,709
32 - SOCIAL WORK SERVICES	\$832,846	\$620,827	\$212,019
33 - HEALTH SERVICES	\$1,214,672	\$880,642	\$334,030
34 - PUPIL TRANSPORTATION	\$6,843,345	\$5,536,388	\$1,306,957
35 - FOOD SERVICES	\$322,666	\$77,808	\$244,858
36 - COCURR./EXTRACURR.ACTIVITIES	\$2,541,903	\$1,923,689	\$618,214
41 - GENERAL ADMINISTRATION	\$3,208,865	\$2,268,530	\$940,335
51 - PLANT MAINTENANCE & OPERATIONS	\$9,625,228	\$6,706,526	\$2,918,701
52 - SECURITY & MONITORING SERVICES	\$1,419,081	\$889,181	\$529,900
53 - DATA PROCESSING SERVICES	\$2,742,983	\$1,811,813	\$931,170
61 - COMMUNITY SERVICES	\$3,000	\$426	\$2,574
81 - FACILITIES ACQ. & CONSTRUCTION	\$91,193	\$27,762	\$63,431
95 - PYMTS.TO JJAEP PROGRAMS	\$5,000	\$0	\$5,000
99 - OTHER INTERGOVERNMENTAL CHARGE	\$646,500	\$457,199	\$189,301
<b>TOTAL APPROPRIATIONS</b>	<b>\$99,109,780</b>	<b>\$71,424,965</b>	<b>\$27,684,815</b>

2024-2025 FUND BALANCE = \$ 30,818,166

3 MONTH OPERATING CASH FLOW = \$ 24,777,445

**MAY 2024-2025  
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

<b>ESTIMATED REVENUES</b>	<b>CURRENT BUDGET</b>	<b>YTD ACTUAL</b>	<b>BALANCE</b>
5700 - LOCAL REVENUES	\$1,822,875	\$1,820,364	\$2,511
5800 - STATE PROGRAM REVENUES	\$29,000	\$61,885	(\$32,885)
5900 - FEDERAL REVENUES	\$5,432,204	\$4,003,906	\$1,428,298
<b>TOTAL REVENUES</b>	<b>\$7,284,079</b>	<b>\$5,886,156</b>	<b>\$1,397,923</b>
<b>PROPOSED APPROPRIATIONS</b>			
35 - FOOD SERVICES	\$8,764,805	\$5,412,474	\$3,352,331
<b>TOTAL APPROPRIATIONS</b>	<b>\$8,764,805</b>	<b>\$5,412,474</b>	<b>\$3,352,331</b>

2024-2025 FUND BALANCE = \$ 2,783,463

3 MONTH OPERATING CASH FLOW = \$ 2,191,201

**MAY 2024-2025  
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**

<b>ESTIMATED REVENUES</b>	<b>CURRENT BUDGET</b>	<b>YTD ACTUAL</b>	<b>BALANCE</b>
	\$0	\$8,198,450	(\$8,198,450)
5700 - LOCAL REVENUES	\$28,600,600	\$27,349,859	\$1,250,741
5800 - STATE PROGRAM REVENUES	\$2,756,580	\$3,489,853	(\$733,273)
<b>TOTAL REVENUES</b>	<b>\$31,357,180</b>	<b>\$39,038,162</b>	<b>(\$7,680,982)</b>
<b>PROPOSED APPROPRIATIONS</b>			
71 - DEBT SERVICES	\$31,357,180	\$24,273,149	\$7,084,031
<b>TOTAL APPROPRIATIONS</b>	<b>\$31,357,180</b>	<b>\$24,273,149</b>	<b>\$7,084,031</b>

2024-2025 FUND BALANCE = \$ 6,178,407

3 MONTH OPERATING CASH FLOW = \$ 7,839,295

# Medina Valley ISD

## Bond 2023 Summary

As of May 31, 2025

<i>2023 Bond Projects</i>	<i>Original Budget</i>	<i>Adjusted Budget</i>	<i>Cumulative Encumbrances</i>	<i>Cumulative Expenses</i>	<i>Balance</i>
High School #2	\$ 323,000,000	\$ 308,000,000	\$ 101,268,172	\$ 170,786,794	\$ 35,945,034
Traffic Improvements	\$ 4,000,000	\$ 4,000,000	\$ -	\$ 1,191,758	\$ 2,808,242
Agricultural & Jr. ROTC Facility	\$ 14,000,000	\$ 14,000,000	\$ 12,165,356	\$ 780,463	\$ 1,054,181
Safety & Security Projects	\$ 5,000,000	\$ 4,522,650	\$ 2,290,590	\$ 1,393,284	\$ 838,776
Land	\$ 30,000,000	\$ 30,000,000	\$ 33,774	\$ 23,629,592	\$ 6,336,634
Project Savings:	\$ -				
Middle School #3	\$ -	\$ 15,000,000	\$ 13,248,409	\$ 1,092,901	\$ 658,690
Police Department	\$ -	\$ 477,350	\$ 280,211	\$ 85,775	\$ 111,364
<b>Total Projects</b>	<b>\$ 376,000,000</b>	<b>\$ 376,000,000</b>	<b>\$ 129,286,512</b>	<b>\$ 198,960,568</b>	<b>\$ 47,752,920</b>
Fees Associated with Sale of Bond		\$ 830,037	\$ -	\$ 830,037	\$ -
<b>Total Bond Package</b>	<b>\$ 376,000,000</b>	<b>\$ 376,830,037</b>	<b>\$ 129,286,512</b>	<b>\$ 199,790,606</b>	<b>\$ 47,752,920</b>
Bond Interest		\$ 8,108,648	\$ -	\$ -	\$ 8,108,648
Debt Payment		\$ 15,000,000	\$ -	\$ 8,198,450	\$ 6,801,550
Arbitrage		\$ 6,289,500	\$ -	\$ 1,500	\$ 6,288,000
Salaries	\$ -	\$ 493,300	\$ -	\$ 493,300	\$ -
<b>Total Interest Earnings</b>	<b>\$ -</b>	<b>\$ 29,891,447</b>	<b>\$ -</b>	<b>\$ 8,693,250</b>	<b>\$ 21,198,198</b>

*\*Unaudited*

# Medina Valley ISD

## Bond 2024 Summary

As of May 31, 2025

<i>2024 Bond Projects</i>	<i>Original Budget</i>	<i>Adjusted Budget</i>	<i>Cumulative Encumbrances</i>	<i>Cumulative Expenses</i>	<i>Balance</i>
Middle School #3	\$ 102,000,000	\$ -	\$ -	\$ -	\$ -
Elementary School #7	\$ 62,000,000	\$ -	\$ -	\$ -	\$ -
Elementary School #8	\$ 62,000,000	\$ -	\$ -	\$ -	\$ -
Safety & Security Projects	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -
PE Improvements	\$ 5,750,000	\$ -	\$ -	\$ -	\$ -
Land	\$ 14,900,000	\$ -	\$ -	\$ -	\$ -
MVHS Stadium Improvements	\$ 29,050,000	\$ -	\$ -	\$ -	\$ -
CVHS Stadium Improvements	\$ 11,800,000	\$ 11,200,000	\$ -	\$ -	\$ 11,200,000
Project Savings - Prop A	\$ -	\$ -	\$ -	\$ -	\$ -
Project Savings - Prop B	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Projects</b>	<b>\$ 290,000,000</b>	<b>\$ 11,200,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,200,000</b>
Fees Associated with Sale of Bond		\$ 148,387	\$ -	\$ 148,387	\$ -
<b>Total Bond Package</b>	<b>\$ 290,000,000</b>	<b>\$ 11,348,387</b>	<b>\$ -</b>	<b>\$ 148,387</b>	<b>\$ 11,200,000</b>
Bond Interest - Prop A		\$ -	\$ -	\$ -	\$ -
Bond Interest - Prop B		\$ 230,714	\$ -	\$ -	\$ 230,714
<b>Total Interest Earnings</b>	<b>\$ -</b>	<b>\$ 230,714</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 230,714</b>

*\*Unaudited*



In keeping with Board Policy CDA please find attached the 3<sup>rd</sup> Quarterly Investment report for fiscal year 2024-2025. This report describes the investment position of the school district for the referenced period. Investments are structured to be consistent with the school district's policy and in accordance with the investment strategies defined within the policy framework pursuant to Section 2256.023 of the Public Funds Investment Act.

Submitted by:

Dr. Scott Caloss  
Superintendent  
Investment Officer

Crystal Hermes  
Chief Financial Officer  
Investment Officer

Jennifer A. Garcia  
Director of Finance & Budget  
Investment Officer

**Medina Valley Independent School District  
Investment Report for the Quarter Ending May 31, 2025**

Depository Type	Type of		%	2/28/25	2/28/25	Changes			5/31/25	5/31/25
	Account Name	Account	Earned	Book Value	Market Value	Deposits	Withdrawals	Interest	Book Value	Market Value
Lone Star Investment Pool	Interest & Sinking	Corporate Overnight Plus	4.47%	\$ 20,218,049	\$ 20,219,538	\$ 499,629	\$ (950)	\$ 232,294	\$ 20,949,022	\$ 20,949,022
Lone Star Investment Pool	Capital Projects (Series 2021)	Corporate Overnight Plus	4.47%	\$ 2,650,811	\$ 2,651,006		\$ (246,701)	\$ 27,984	\$ 2,432,094	\$ 2,432,094
Lone Star Investment Pool	Capital Projects (Series 2022)	Corporate Overnight Plus	4.47%	\$ 755,722	\$ 755,778	\$ 127,909	\$ (2,000)	\$ 6,149	\$ 887,780	\$ 887,780
Lone Star Investment Pool	Capital Projects (Series 2023)	Corporate Overnight Plus	4.47%	\$ 223,510,539	\$ 223,526,995	\$ 93,900	\$ (27,648,988)	\$ 2,404,290	\$ 198,359,742	\$ 198,359,742
Lone Star Investment Pool	Capital Projects (Series 2024)	Corporate Overnight Plus	4.47%	\$ 11,302,893	\$ 11,303,725			\$ 127,721	\$ 11,430,614	\$ 11,430,614
Lone Star Investment Pool	General Operating	Corporate Overnight Plus	4.47%	\$ 44,414,188	\$ 44,417,458	\$ 9,114,024	\$ (22,942,517)	\$ 419,492	\$ 31,005,187	\$ 31,005,187
Lone Star Investment Pool	Child Nutrition	Corporate Overnight Plus	4.47%	\$ 2,696,092	\$ 2,696,291	\$ 1,442,517	\$ (1,174,000)	\$ 30,395	\$ 2,995,004	\$ 2,995,004
Broadway Bank	General Operating	Public Funds Now	0.01%	\$ 1,911,792	\$ 1,911,792	\$ 23,469,208	\$ (23,212,672)		\$ 2,168,327	\$ 2,168,327
Broadway Bank	Payroll	Public Funds Now	0.01%	\$ 607,403	\$ 607,403	\$ 20,734,620	\$ (20,734,166)		\$ 607,857	\$ 607,857
Broadway Bank	Workers Compensation	Public Funds Now	0.01%	\$ 609,111	\$ 609,111		\$ (1,687)		\$ 607,425	\$ 607,425
Broadway Bank	Bond 622 (Series 2021)	Public Funds Now	0.01%	\$ 109	\$ 109	\$ 246,701	\$ (246,710)		\$ 101	\$ 101
Broadway Bank	Bond 623 (Series 2022)	Public Funds Now	0.01%	\$ 100	\$ 100	\$ 129,910	\$ (129,909)		\$ 101	\$ 32 101



### PROPOSED REVISIONS

**Consistent  
Application for  
Graduating Class**

The District shall apply the same class rank calculation method and rules for local graduation honors for all students in a graduating class, regardless of the school year in which a student first earned high school credit.

**Calculation**

For students in the graduating classes of 2026, 2027, 2028, and 2029, the District shall include in the calculation of class rank semester grades earned in high school credit courses taken in grades 9–12 only, unless excluded below, and only in the following subject areas: English language arts, mathematics, science, and social studies, as outlined in the foundation program for graduation.

The calculation shall include failing grades until a failing grade is replaced with a passing grade.

Beginning with students in the graduating class of 2030, the District shall include in the calculation of class rank semester grades earned in high school credit courses taken at any grade level, unless excluded below, and only in the following subject areas: English language arts, mathematics, science, and social studies.

The calculation shall include failing grades until a failing grade is replaced with a passing grade.

The class rank calculation shall not include semester grades from a course that is retaken after a passing grade has been earned.

**Exclusions**

The calculation of class rank shall exclude grades earned in distance learning courses; local credit courses; nonaccredited instructional settings; any course for which a pass/fail grade is assigned; or through credit by examination, with or without prior instruction.

**Weighted Grade  
System**

The District shall categorize and weight eligible courses as Tier I and Tier II in accordance with provisions of this policy and as designated in appropriate District publications.

**Categories**

*Tier I*

Eligible Advanced Placement (AP) courses, dual credit courses, and courses locally designated as honors shall be categorized and weighted as Tier I courses.

*Tier II*

All other eligible courses shall be categorized and weighted as Tier II courses.

**Weighted Grade  
Point Average**

The District shall convert semester grades earned in eligible courses to grade points in accordance with the following chart and shall calculate a weighted grade point average (GPA):

ACADEMIC ACHIEVEMENT  
CLASS RANKING

EIC  
(LOCAL)

<b>Grade</b>	<b>Tier I</b>	<b>Tier II</b>
100	5.0	4.0
99	4.9	3.9
98	4.8	3.8
97	4.7	3.7
96	4.6	3.6
95	4.5	3.5
94	4.4	3.4
93	4.3	3.3
92	4.2	3.2
91	4.1	3.1
90	4.0	3.0
89	3.9	2.9
88	3.8	2.8
87	3.7	2.7
86	3.6	2.6
85	3.5	2.5
84	3.4	2.4
83	3.3	2.3
82	3.2	2.2
81	3.1	2.1
80	3.0	2.0
79	2.9	1.9
78	2.8	1.8
77	2.7	1.7
76	2.6	1.6
75	2.5	1.5
74	2.4	1.4
73	2.3	1.3
72	2.2	1.2
71	2.1	1.1
70	2.0	1.0
Below 70	0	0

ACADEMIC ACHIEVEMENT  
CLASS RANKING

EIC  
(LOCAL)

Transferred Grades      When a student transfers semester grades for courses that would be eligible under the Tier II category and the District has accepted the credit, the District shall include the grades in the calculation of class rank.

When a student transfers semester grades for courses that would be eligible to receive additional weight under the District's weighted grade system, the District shall assign additional weight to the grades based on the categories and grade weight system used by the District.

**Local Graduation Honors**

For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank in accordance with this policy and administrative regulations by using grades available at the time of calculation at the end of the first semester grading period of the senior year.

For the purpose of applications to institutions of higher education, the District shall also calculate class rank as required by state law. The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class rank for the purpose of automatic admission under state law. [See EIC(LEGAL)]

Valedictorian and Salutatorian

The valedictorian and salutatorian shall be the eligible students with the highest and second-highest rank, respectively. To be eligible for this local graduation honor, a student must:

1. Have been continuously enrolled in the District high school for the four semesters immediately preceding graduation;
2. Be graduating after exactly eight semesters of enrollment in high school; and
3. Have completed the foundation program with the distinguished level of achievement.

*Breaking Ties*

In case of a tie in weighted GPAs, after calculation to the fourth decimal place, to determine recognition as valedictorian or salutatorian, the District shall calculate a weighted GPA using only eligible grades in Tier I courses taken by each student involved in the tie.

If the tie is not broken after applying these methods, the District shall recognize all students involved in the tie as sharing the honor and title.

Recognized Graduates

District-recognized graduates at the graduation ceremony shall meet a minimum of one of the following criteria:

1. Have completed the foundation program with the distinguished level of achievement; and
2. Have met the following GPA requirements based on a weighted GPA using Tier 1 courses at the end of the seventh semester by the tenth decimal without rounding:
  - a. Cum laude: 4.0~~0~~-4.49
  - b. Magna cum laude: 4.5~~0~~-4.79
  - c. Summa cum laude: 4.8~~0~~-5.0

**Highest-Ranking Graduate**

The student meeting the local eligibility criteria for recognition as the valedictorian shall also be considered the highest-ranking graduate for purposes of receiving the honor graduate certificate from the state of Texas.

### PROPOSED REVISIONS

**Capitalization  
Threshold**

The capitalization threshold for purposes of classifying individual capital assets shall be ~~\$5,000~~ 10,000.

The Superintendent shall determine the capitalization threshold for a group of assets, the individual cost of which does not exceed the capitalization threshold above but for which the cost in the aggregate is significant.

### PROPOSED REVISIONS

<b>Persons Age 21 and Over</b>	The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.
<b>Registration Forms</b>	The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.
Proof of Residency	In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency. The District may investigate stated residency as necessary.
<b>Minor Living Apart</b>	A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.
Person Standing in Parental Relation	
Misconduct	A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.
Exceptions	Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.
Extracurricular Activities	The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.
<b><u>Students Not Enrolled</u></b>	<b><u><a href="#">A student enrolled in a private school, including a homeschool, shall not be eligible for concurrent enrollment in the District nor for participation in curricular or extracurricular activities, except as required by law. [See EEL and FM]</a></u></b>
<b>Nonresident Student in Grandparent's After-School Care</b>	The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.  The Superintendent shall have authority to approve or deny such admissions requests in accordance with this policy.
Substantial After-School Care	For the purpose of admission under this provision, a substantial amount of after-school care shall consist of at least six hours per school day for five days during the regular school week.

A student enrolled under this provision may continue in enrollment so long as the grandparent provides this level of care.

The Superintendent shall have authority to waive these requirements on the basis of a student's extenuating circumstances.

**"Accredited" Defined**

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

**Grade-Level Placement**

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

**Transfer of Credit**

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

ADMISSIONS

FD  
(LOCAL)

Transition  
Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

**Withdrawal**

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

### PROPOSED REVISIONS

**Extracurricular  
Activity Absences**

The District shall make no distinction between absences for UIL activities and absences for other extracurricular activities approved by the Board.

A student shall be allowed in a school year a maximum of 15 extracurricular absences not related to post-district competition; however, a student shall be allowed unlimited absences for participation in post-district, state, or national competition.

[\[For eligibility of a private school student, including a homeschool student, to participate in extracurricular activities, see FD\(LOCAL\).\]](#)

**Use of District  
Facilities**

School-sponsored student groups may use District facilities with prior approval of the appropriate administrator. Other student groups may use District facilities in accordance with policy FNAB.



# SUPERINTENDENT BRIEFING

June 23, 2025

# FOX 29 & News 4 SA Feature Annika Forrest in Salute to Senior Special



Recent MVHS graduate, Annika Forrest was highlighted by local news stations, News 4 and FOX 29 on their Salute to Seniors Segment.

Annika is the daughter of an active-duty U.S. Air Force airman and attended 11 different schools.

Now, she's chasing her dream of becoming an OB-GYN to improve women's healthcare. This fall, she's headed to the University of Texas at Austin to major in biology—ready to make a difference in the world.

# Vice Principals of the Year



Congratulations to our MVISD Vice Principals of the Year!

Blanca Cisneros, Vice Principal at Luckey Ranch Elementary and Dustin Hurley, Vice  
Principal at Medina Valley High School.

# Athletic Camps



Our athletic programs have been holding their summer camps and we have had amazing participation!

# Curriculum Design Team (CDT)



The first week of summer, MVISD teachers came together to be a part of our Curriculum Design Team. They spent time breaking down the TEKS and ensuring that our curriculum is aligned, rigorous, and focused on student outcomes.

# SAAPA Teacher Job Fair



MVISD hosted San Antonio Area Personnel Administrators Teacher Job Fair on June 12 and despite the rainy weather there were more than 350 attendees!

# FFA Speaking Development Events

Two Medina Valley HS FFA students competed at the State Speaking Development Events held this month at Tarleton State University and both students earned top ten finishes.

Felicity Agee placed 10th in the Extemporaneous Speaking Finals and 3rd in the Semi-Finals.  
Julianna Herrera placed 6th in Senior Prepared Speaking for Ag Business.



# SA Express News 2025 Girls Heart & Hustle Athlete of the Year - Cara Garcia



Recent MVHS Graduate, Cara Garcia was recognized by the San Antonio Express News, earning their Heart & Hustle Award for 2025!

# DISTRICT ENROLLMENT

<u>Campus</u>	<b>5/30/24</b>	<b>5/29/25</b>
Castroville Elementary	<b>634</b>	<b>598</b>
LaCoste Elementary	<b>937</b>	<b>627</b>
Ladera Elementary	<b>929</b>	<b>847</b>
Luckey Ranch Elementary	<b>1,003</b>	<b>939</b>
Potranco Elementary	<b>946</b>	<b>902</b>
Silos Elementary	<b>—</b>	<b>1,025</b>
Medina Valley Middle School	<b>1,094</b>	<b>1,158</b>
Loma Alta Middle School	<b>946</b>	<b>1,083</b>
Medina Valley High School	<b>2,358</b>	<b>2,626</b>
<b>DISTRICT</b>	<b>8,847</b>	<b>9,805</b>

# Medina Valley Independent School District

## Regular Board Meeting

Tuesday, May 27, 2025, 6:00 PM

Medina Valley ISD Central Office Board Room

A **Regular Board Meeting** of the Board of Trustees was held Tuesday, May 27, 2025, beginning at 6:00 PM at the Medina Valley ISD Central Office Board Room.

### I. **First Order of Business**

#### A Call Meeting to Order

Nathan Fillinger, Board President, called the Medina Valley ISD Regular Board Meeting to order at 6:00 pm on May 27, 2025.

#### B Establish a Quorum

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

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

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

### II. **Student/Staff Recognition**

#### A Above & Beyond Service Staff Recognition - Medina Valley High School

#### B Medina Valley High School - High Jump

#### C Medina Valley High School - Debate

#### D Medina Valley High School - FFA

#### E Medina Valley High School - Choir

#### F Medina Valley High School - Band

The Board took a short break.

### III. **Public Comment** - none

### IV. **Announcements/Communications/Presentations**

#### A Board Committee Reports

- Finance Committee, presented by Joe Biediger, Committee Member
- Construction Committee, presented by Joe Biediger, Committee Chair
- Safety & Security Committee, presented by Ben Juarez, Committee Chair
- Curriculum Committee, presented by Suzanne Lee, Committee Chair

# Medina Valley Independent School District

## Regular Board Meeting

Tuesday, May 27, 2025, 6:00 PM

Medina Valley ISD Central Office Board Room

**B Construction Briefing, presented by Mr. Barajas**

- Creek View High School
- AG/JROTC Building

**C Financial Briefing, presented by Ms. Hermes**

- General Fund Financial Statement
- Child Nutrition Financial Statement
- Debt Service Fund Financial Statement
- Bond 2023 Capital Projects Report

**D Superintendent Briefing, presented by Dr. Caloss**

- Student Achievements
- Staff Achievements
- Legislative Update
- District Enrollment Numbers

**V. Discussion and Possible Action Items**

**A Consider Approval of Consent Agenda Items, presented by Dr. Caloss**

- Minutes for Regular Board Meeting on April 28, 2025 and Special Board Meeting on May 14, 2025
- Cafeteria Tables for Child Nutrition
- Policy Revision to CKE (Local)

Ben Juarez made a Motion, seconded by Joe Biediger, to approve the Consent Agenda Items as presented. All of the Board Members voted for and the Motion passed.

**B Consider Approval of Attendance at the PLC Solution Tree Conference and related expenses**

Jason Bonney made a Motion, seconded by Ben Juarez, to approve the attendance at the PLC Solution Tree Conference and related expenses as presented. All of the Board Members voted for and the Motion passed.

**C Consider Approval of RFQ 25-003 for Mechanical, Electrical, and Plumbing (MEP) Engineering Services**

Joe Biediger made a Motion, seconded by Jason Bonney, to approve the selection for the Professional Services Pool for Mechanical, Electrical, and Plumbing (MEP) Engineering Services associated with the RFQ #25-003 as presented. All of the Board Members voted for and the Motion passed.

# Medina Valley Independent School District

## Regular Board Meeting

Tuesday, May 27, 2025, 6:00 PM

Medina Valley ISD Central Office Board Room

- D Consider Approval for Selection of an Architectural Firm for the Elementary #7 Design and Authorize the Superintendent to Negotiate and Execute the Contract

Joe Biediger made a Motion, seconded by Jason Bonney, to approve the Selection of Huckabee Architects as the Architectural Firm for the Elementary #7 Design and Authorize the Superintendent to negotiate and execute the contract. All of the Board Members voted for and the Motion passed.

- E Consider Approval of Budget Amendment

Joe Biediger made a Motion, seconded by Ben Juarez, to approve the Budget Amendment as presented. All of the Board Members voted for and the Motion passed.

## VI. Closed Session

Nathan Fillinger, Board President announced at 7:02 pm that the Board of Trustees would convene in closed session as authorized by Section 551.071, 551.074, 551.076, 551.089, and 551.072 of the Texas Open Meetings Act to discuss agenda items VI - A, B, C and D. No action took place in closed session.

- A Consultation with Attorney (TX Govt. Code Section 551.071)
- B Personnel Matters: Resignations, Retirements, Leaves of Absence, Reassignments, New Employment, New Personnel Position, Duties/Responsibilities of Employees (TX Govt. Code Section 551.074)
  - Creek View High School Principal
- C Considering the deployment, specific occasions for, or implementation of, security personnel or devices (TX Govt. Code Section 551.076 and 551.089)
- D Deliberation Regarding Real Property (TX Govt. Code Section 551.072)

Board President Nathan Fillinger announced that the Board would reconvene into Open Session on May 27, 2025 at 7:49 pm.

## VII. Continued Discussion and Possible Action Items

- A Consider Approval of the Superintendent's Recommendation to Hire the Principal of Creek View High School

Jason Bonney made a Motion, seconded by Ben Juarez, to approve the Superintendent's recommendation to hire Melissa C. Gonzales as presented in Closed Session as the Principal for Creek View High School. All of the Board Members voted for and the Motion passed.

**Medina Valley Independent School District**

Regular Board Meeting

Tuesday, May 27, 2025, 6:00 PM

Medina Valley ISD Central Office Board Room

**B Consideration of future meeting dates**

The next Regular Board Meeting is scheduled for June 23, 2025 at 6 pm. We have a Budget Workshop scheduled for June 11, 2025 at 6:30 pm

**VIII. Adjournment**

Jason Bonney made a Motion, seconded by Joe Biediger, to adjourn the Regular Board Meeting at 7:51pm on May 27, 2025. All of the Board Members voted for and the Motion passed.

\_\_\_\_\_  
Nathan Fillinger, Board President

\_\_\_\_\_  
Joe Biediger, Board Secretary

Board Approved \_\_\_\_\_

# Medina Valley Independent School District

## Special Board Meeting

Wednesday, June 11, 2025, 6:30 PM

Medina Valley ISD Central Office Board Room

A **Special Board Meeting** of the Board of Trustees was held Wednesday, June 11, 2025, beginning at 6:30 PM at the Medina Valley ISD Central Office Board Room.

### I. **First Order of Business**

#### A Call Meeting to Order

Nathan Fillinger, Board President, called the Medina Valley ISD Special Board Meeting to order at 6:40 pm on June 11, 2025.

#### B Establish a Quorum

A quorum of the Board Members were present, Matt Castiglione, Suzanne Lee, Ben Juarez Blane Nash, Joe Biediger, and Nathan Fillinger. Jason Bonney was absent.

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

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

### II. **Public Comment** - none

### III. **Closed Session**

Nathan Fillinger, Board President announced at 6:41 pm that the Board of Trustees would convene in closed session as authorized by Section 551.071 and 551.074 of the Texas Open Meetings Act to discuss agenda items III – A and B. No action took place in closed session.

#### A Consultation with Attorney (TX Govt. Code Section 551.071)

#### B Personnel Matters: Resignations, Retirements, Leaves of Absence, Reassignments, New Employment, New Personnel Position, Duties/Responsibilities of Employees (TX Govt. Code Section 551.074)

- Luckey Ranch Elementary Principal

Board President Nathan Fillinger announced that the Board would reconvene into Open Session on June 11, 2025 at 6:49 pm.

**Medina Valley Independent School District**

**Special Board Meeting**

Wednesday, June 11, 2025, 6:30 PM

Medina Valley ISD Central Office Board Room

**IV. Discussion and Possible Action Items**

- A Consider Approval of the Superintendent's Recommendation to Hire the Principal of Luckey Ranch Elementary School

Matt Castiglione made a Motion, seconded by Joe Biediger, to approve the Superintendent’s recommendation to hire Dwight McKnight as the Principal of Luckey Ranch Elementary School. All of the Board Members voted for and the Motion passed.

- B Consider Approval of CPS Service Easement at Medina Valley High School for the AG & JROTC Building Project

Blane Nash made a Motion, seconded by Matt Castiglione, to approve the CPS Service Easement at Medina Valley High School for the AG & JROTC Building Project as presented. All of the Board Members voted for and the Motion passed.

- C Consider Approval of CPS Gas Service Easement at Creek View High School

Joe Biediger made a Motion, seconded by Matt Castiglione, to approve the CPS Gas Service Easement at Creek View High School as presented. All of the Board Members voted for and the Motion passed.

**V. Budget Workshop**

The Board took a short break from 8:15 pm – 8:25 pm.

**VI. District Scorecard**

**VII. Adjournment**

Matt Castiglione made a Motion, seconded by Joe Biediger, to adjourn the Special Board Meeting at 9:01 pm on June 11, 2025. All of the Board Members voted for and the Motion passed.

\_\_\_\_\_  
Nathan Fillinger, Board President

\_\_\_\_\_  
Joe Biediger, Board Secretary

Board Approved \_\_\_\_\_



## ***Agenda Item Memorandum***

**To:** MVIDS Board of Trustees

**Date:** June 23, 2025

**Agenda item:** Consider approval of Memorandum of Understanding with the Bexar County Juvenile Board

### **Background Information**

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP), subject to the approval of the Texas Juvenile Probation Commission. The Bexar County Juvenile Board, in cooperation with the school districts in Bexar County, will provide a Juvenile Justice Alternative Education Program as specified in Chapter 37 of the Texas Education Code; either through the direct provisions of services or a contractual agreement with an education provider.

The Memorandum of Understanding between the Juvenile Board and the District of Bexar County outlines the financial and other operational agreements between the two (2) entities. Medina Valley ISD will pay \$135.85 per day, for every day of attendance, for students that may be expelled under Subsections 37.007(b), (c), (f) or removed under Sections 37.309.

### **Administrative Consideration**

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP) for expelled students pending adjudication and/or under court supervision. The MOU establishes roles and responsibilities relating to the Bexar County Juvenile Justice Alternative Education Program (JJAEP). This MOU is required by the Texas Education Code (TEC), and follows the requirements set out in Grant P of the Texas Juvenile Justice Department funding contract with the Juvenile Board.

### **Supporting Documents**

MOU between Bexar County Juvenile Board and Medina Valley Independent School District.

### **Recommendation**

It is recommended that the Board of Trustees approve the Memorandum of Understanding with the Bexar County Juvenile Board Juvenile Justice Alternative Education Program (JJAEP) in the amount of \$135.85 per student, per day of attendance as presented.



**2025-2026 MEMORANDUM OF UNDERSTANDING**

**BEXAR COUNTY JUVENILE BOARD  
AND  
INDEPENDENT SCHOOL DISTRICT**

**I. PARTIES**

This Memorandum of Understanding (MOU) is entered into by and between the Bexar County Juvenile Board (Juvenile Board), a political subdivision of the State of Texas, and the Independent School District (School District), a political subdivision of the State of Texas, agreeing to and executing this MOU. It establishes roles and responsibilities relating to the Bexar County Juvenile Justice Alternative Education Program (JJAEP). This MOU is required by the Texas Education Code (TEC), and is in compliance with the requirements set out in Grant P of the Texas Juvenile Justice Department funding contract with the Juvenile Board. All referenced attachments are incorporated into the MOU as if fully set forth herein.

**II. STUDENT ELIGIBILITY**

Students will be assigned to the Bexar County JJAEP at the Bexar County Juvenile Justice Academy (JJA) only as set forth by the provisions of this MOU.

- A. Factors Considered Prior to Expulsion. Pursuant to the TEC, the School District’s Student Code of Conduct must specify that consideration will be given, as a factor in each decision concerning placement in JJA, regardless of whether the expulsion is discretionary or mandatory, to:
  - 1. Self-defense;
  - 2. Intent or lack of intent at the time the student engaged in the conduct;
  - 3. A student’s disciplinary history;
  - 4. A disability that substantially impairs the student’s capacity to appreciate the wrongfulness of the student’s conduct;
  - 5. A student’s status in the conservatorship of the Department of Family and Protective Services; or
  - 6. A student’s status as a student who is homeless.
  
- B. Discretionary Expulsions. Students may be assigned to the JJA when they have been expelled from the School District for committing one of the offenses deemed to be a discretionary expulsion or placement by the TEC.
  
- C. Mandatory Expulsion. Students shall be assigned to the JJA when they have been expelled from the School District for committing one of the offenses deemed to require a mandatory expulsion under the TEC.

- D. Prerequisites. For a student to remain designated as a Mandatory Expulsion, all of the following requirements must be met:
- a. Offense Report. The School District must have an offense report prepared by a law enforcement agency for the alleged incident upon which the expulsion is based.
  - b. Filing the Offense Report. The offense or investigative report must be filed by the School District with the JJA, the Juvenile Probation Department and the District Attorney's Office. Until the offense report is filed, the student will not be designated a Mandatory Expulsion, and the Juvenile Board may bill the School District for that student at the Discretionary Expulsion rate.
- E. Additional Information. If the law enforcement agency report or complaint does not describe conduct that rises to the level of a Mandatory Expulsion offense, the JJA Administrator may require the School District to provide additional information to support the designation of Mandatory Expulsion.
- F. Reclassification. In the event a student fails to qualify as a Mandatory Expulsion, that student will be classified as a Discretionary Expulsion, and the School District will be billed for the student at the Discretionary Expulsion rate from the date of enrollment. The JJA will advise the Bexar County Auditor's Office of the student's correct status so that the status is accurately reflected in the School District's bill.
- G. Waiver. If a student fails to meet Texas Juvenile Justice Department (TJJJ) eligibility requirements for funding as a Mandatory Expulsion, the School District may request a waiver. A written waiver request must be directed to the JJA Administrator. The waiver request must:
- a. State the reason the student was expelled from the home campus;
  - b. State the reason the student does not meet the TJJJ funding eligibility requirements;
  - c. Be filed with the JJA Administrator on the form set forth in **Attachment A**; and
  - d. Be filed within ten (10) business days of the date the School District is made aware of the ineligibility as a Mandatory Expulsion. The JJA Administrator may deny untimely waiver requests.
- H. Eligibility Determination. The JJA Administrator will forward the School District's written request to TJJJ and advise the School District if the waiver request is granted or denied by TJJJ. The Juvenile Board will bill the School District for that student at the Discretionary Expulsion rate until notified by TJJJ that the student is deemed eligible to receive TJJJ funding under the Mandatory Expulsion category.
- I. Court-ordered Placements. Students may be placed in the JJA by a Court when they have been adjudicated for delinquent conduct or conduct indicating a need for supervision. The School District will not be responsible for payment for these students unless they have been expelled by the School District; however, the School District is responsible for providing special education services, as articulated in the students' Individualized Education Programs (IEPs)/ Individualized Accommodation Plan (IAPs) and/or Behavior Intervention Plan (BIPs) when such services are not provided by the JJA.

- J. Registered Sex Offenders. Students who are publicly registered sex offenders and residents of Bexar County may be placed by the school district in the JJA as provided in the TEC and in accordance with the conditions set out in Section III.B.4 of this MOU. Only students who are Bexar County residents may be placed in the JJA under this provision.
- K. Maximum Capacity Rules. Based on student instructional capacity and safety and security issues, the Juvenile Board has set a maximum student enrollment of 250 students at the JJA (Maximum Capacity). If student enrollment reaches 200, the following rules will apply:
1. JJA Administrator will notify the School District of current enrollment, allocation of spaces, and number of out-of-county students. The School District will be allocated a total number of non-Mandatory Expulsion spaces for Bexar County residents (to include all categories of Discretionary Expulsions and placements) commensurate with that district's percent of Bexar County's total student population in grades 5 – 12. These population figures will be extracted from the prior year's Public Education Information Management Systems (PEIMS) enrollment (snapshot) figures.
  2. When the School District has reached its allocated number of spaces, it must withdraw a student in order to enroll a new student if the district would otherwise exceed the assigned number of discretionary spaces.
  3. The School District may negotiate directly with other districts for unused spaces. The maximum enrollment may be re-defined from time to time as deemed appropriate by the JJA. Notification of these space arrangements between districts will be communicated in writing to the JJA Administrator prior to the assignment of the student. Cancellation or modification of these agreed spaces will be the responsibility of the participating school districts; however the maximum total space assignments cannot be exceeded.
- L. Maximum Capacity Procedure. Once Maximum Capacity is reached, the following procedures will apply:
1. All students at the JJA who are out-of-county residents shall be returned to the sending school district.
  2. The JJA Administrator will determine at the end of each month, based on projected withdrawals and enrollments, whether to continue the excess Maximum Capacity procedure.
- M. Out-of-County Students. This MOU applies only to students who are Bexar County residents, except as provided in this section. An expelled student who resides in a county other than Bexar, or who resides in Bexar County but attends a school in a district outside Bexar County, may attend the JJA only under the following conditions:
1. Eligibility for placement at the JJA is subject to the Maximum Capacity procedures described above.
  2. The School District shall pay the applicable Discretionary Expulsion rate in accordance with section VII.B or VII.C of this MOU, unless the student is a Mandatory Expulsion and eligible for TJJD funding.

3. In order for a Mandatory Expulsion student to be eligible for TJJD funding,
    - a. The respective School District and the Juvenile Board for the county where the student resides must have signed this MOU, and a copy of the MOU must have been provided to TJJD; and
    - b. JJA must obtain written approval from TJJD for funding of the particular student, using the Out-of-County Form, TJJD-JJAEP-005.
  4. TJJD funding is only available for 90 actual attendance days for out-of-county students attending the JJA. After 90 days, the School District is responsible for payment at the applicable Discretionary Expulsion rate in accordance with section VII.B or VII.C.
  5. In order to manage JJA student population within the Maximum Capacity, JJA will prioritize admission to students who are Bexar County residents. No provision of this MOU creates an entitlement for any out-of-county student to attend JJA.
  6. This MOU complies with TJJD's JJAEP Grant guidelines regarding students from counties other than Bexar.
- N. Adult Students. A student who is 17 years or older (Adult Student) is not eligible for juvenile probation services unless the student was on juvenile probation at the time of enrollment. In the event an Adult Student does not meet the JJA program behavior expectations as determined by the JJA Administrator, the student shall be returned to the School District for disposition.

### **III. STUDENT PLACEMENT**

- A. Intake. Upon expulsion or decision on placement, the School District must contact the JJA for a time and date for an intake interview. The School District must also inform the JJA of the reason for expulsion or placement, term (i.e., number of days) and whether the student has been identified as requiring special education services and/or native language instruction. The time, date and place of the intake at the JJA shall be included in the notice of expulsion sent to the student as well as in the notice of expulsion form provided to the JJA Administrator and the Bexar County Juvenile Probation Department. If the student is a juvenile, the School District shall notify parents in writing that their child will be referred to the Bexar County Juvenile Probation Department and be assigned a probation officer.
- B. Term of Assignment to the JJA. The expulsion or placement order by the School District shall specify the number of days or term of the expulsion or placement. For the purpose of this MOU, 180 enrolled instructional days is a year (Year) and the following term rules shall apply:
  1. Mandatory Expulsions. A student's original term of expulsion for a mandatory offense may not exceed one calendar year. A student's total assignment to the JJA for a Mandatory Expulsion may not exceed a Year. An exception may be granted for the expulsion of a student who brings a firearm to school. A student expelled from the student's regular campus for a period of one calendar year in accordance with federal law may be assigned to the JJA for a calendar year.
  2. Discretionary Expulsions and Placements. In no event will a student be assigned to the JJA for more than one Year for a Discretionary Expulsion, or for a placement of student due to a

Title 5 felony offense, involvement in sexual assault, or registration as a sex offender. The one Year maximum term of assignment is cumulative, whether or not it is continuous and whether or not imposed by different school districts. For example, a student may be expelled to the JJA for a Title 5 felony offense for a maximum of one Year, regardless of which subsection of TEC may be employed for expulsion or, in the event of change in school districts, which school district initiates the expulsion. Also, the maximum cumulative term of placement at the JJA of a student who is a registered sex offender is one Year total, regardless of which school districts may have assigned the student to the JJA.

3. Title 5 Felony Offenses. A student who is assigned to the JJA due to a Title 5 felony offense shall be returned to the sending School District upon the first of these events to occur:
  - a. The charges are dismissed or reduced to a misdemeanor offense;
  - b. The student is acquitted;
  - c. The student completes the term of placement;
  - d. The student is assigned to another program;
  - e. The student's assignment to the JJA reaches 180 enrolled instructional days; or
  - f. The student graduates from high school.
  
4. Registered Sex Offenders. Initial placement of a registered sex offender to the JJA is to be for at least 90 enrolled instructional days (Semester) for an offender on probation, and may be up to one Semester for an offender not on probation. Placement must be reviewed at the end of the first Semester of placement. A registered sex offender placed at the JJA whose residence is outside Bexar County will be immediately returned to the sending district. If it is determined by the committee convened by the School District that a registered sex offender assigned to the JJA should remain in alternative placement, then when that student's term at the JJA reaches one Year, that student will be returned to the School District.
  
5. Student Releases. The JJA staff may recommend expulsion term extensions for students who do not satisfactorily complete the JJA program. The final determination to extend a student's expulsion term is that of the home School District. A student's assignment to the JJA shall terminate at the earliest of one of the following dates:
  - a. Successful completion of the expulsion term;
  - b. One of the seven "Exit Reasons" described in Texas Juvenile Justice Department regulations:
    - 1) Completed program / returned to home school while on probation.
    - 2) Completed program/ term of probation expired.
    - 3) Completed program/ term of placement expired.
    - 4) GED completion.
    - 5) Graduated.
    - 6) Left program incomplete.
    - 7) Other – left program for non-delinquency reason such as moved, death, or medical reason.
  - c. For a student placed at the JJA for a Title 5 felony offense, any event described above in paragraph III.B.3; or
  - d. The student's assignment to the JJA reaches 180 enrolled instructional days.

#### **IV. SPECIAL EDUCATION**

- A. Students with Disabilities. For students who commit an offense and have been identified by the School District as having a disability the following procedures apply:
1. The student may be expelled from the School District only after a duly constituted Admission, Review and Dismissal (ARD)/Section 504 Manifestation Determination Review (“MDR”) meeting. The requirement to have a MDR does not apply only if the student:
    - a. Has been identified by the School District as having a disability under Section 504;
    - b. Was referred the BCJJA for an offense that pertains to the use or possession of illegal drugs or alcohol; and
    - c. The student is currently engaging in the illegal use of drugs or in the use of alcohol.
  2. A student that is eligible for services from the district’s special education department or under Section 504 may be expelled only if the ARD/Section 504 committee determines that the alleged offense is not a direct and substantial manifestation of the student's disability or a failure to deliver the program of services and supports in accordance with applicable state and federal laws.
  3. School District must invite the administrator of the JJA or the administrator's designee to an ARD committee meeting convened to discuss the expulsion of a special education student. School District must provide written notice of the meeting at least five (5) school days before the meeting or a shorter timeframe agreed to by the student's parents. A copy of the student's current IEP must be provided to the JJA representative with the notice.
  4. If the JJA Administrator or designee is unable to attend the ARD/Section 504 committee meeting, the JJA representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls. The JJA representative may participate in the meeting to the extent that the meeting relates to the student’s placement in the JJA and implementation of the IEP/IAP and/or BIP in the JJA.
  5. Students with disabilities assigned to the JJA will be provided educational services as determined by the ARD/Section 504 committee, and articulated in the IEP/IAP and/or BIP, such that the student receives a free and appropriate public education as defined by federal and state laws, and as further provided herein. The IEP/IAP and/or BIP must delineate the projected date for the beginning of services, personnel who will provide direct and/or related services, the anticipated frequency, location and duration of services, and accommodations or modifications for the term of the student's tenure at the JJA.
  6. Ultimately, the School District is responsible to ensure that appropriate programs and services, as articulated in a student’s IEP/IAP and/or BIP, are provided at the JJA continuously and without disruption. The Juvenile Board is not responsible for the provision of special education services. All related services articulated in students’ IEP/IAPs must be provided by the School District with the exception of counseling. Related services include speech therapy, occupational therapy, physical therapy, special transportation, in-home/parent training, and sign language interpreters. Counseling services available at the JJA are provided by Communities in Schools - San Antonio. The JJA will have special education services and

personnel as a portion of the normal operation of the JJA. The JJA will provide a copy of each special education student's schedule within five (5) school days of a School District's request.

7. If after a special education student is placed at the JJA the JJA Administrator provides written notice to the school district of specific concerns that the student's educational or behavioral needs cannot be met in the JJA, an ARD committee meeting must be convened to reconsider placement of the student in the JJA. School District must invite the JJA administrator or the administrator's designee to the meeting and must provide written notice of the meeting at least five (5) school days before the meeting or a shorter timeframe agreed to by the student's parents. If the JJA representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means, including conference telephone calls. The JJA representative may participate in the meeting to the extent that the meeting relates to the student's continued placement in the JJA.
- B. Students with Suspected Disabilities. If a student assigned to the JJA is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, the following procedures apply:
1. The School District's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary.
  2. The JJA staff will assist with the completion of the necessary referral documents. Any student determined to qualify for services and protection under IDEIA or Section 504, shall be afforded all lawfully required services and protections by the School District to the extent that the JJA cannot provide the service and the School District is notified of the need to provide the service.
- C. English as a Second Language (ESL)/Bilingual Students. If a student has been identified as a second language learner, whether general or special education, the following procedures apply:
1. School District must obtain appropriate documentation from the Language Proficiency Assessment Committee (LPAC) relative to the following:
    - a. The student's dominant oral and written language;
    - b. The student's level of oral and written language proficiency; and
    - c. Type, level, frequency and duration of instruction and/or support services.
  2. The School District may provide, upon availability, training to JJA personnel to facilitate accommodations necessary for English Language Learners.
  3. The JJA will provide direct instruction by a certified Bilingual/ESL teacher.
- D. Change of Residence. Students receiving special education or Section 504 services prior to their expulsion and who change residence to another school district served by the JJA will continue to be the responsibility of the sending School District until the student has completed the JJA assignment and/or enrolled in the new School District.

- E. Accountability. Accountability for students placed at the JJA shall remain with the student's school district of residence. The eligibility folder will stay with the expelling School District and a working folder will be sent to the JJA prior to the intake appointment.
  
- F. Addressing Concerns. After placement of a student in the JJA, if the JJA has concerns that the student's educational or behavioral needs cannot be met in the JJA program, the JJA shall provide written notice of the specific concerns to the School District. The School District will conduct an ARD/Section 504 committee meeting to reconsider the placement of the student into the JJA and to avoid disruption of services and/or an improper placement. The School District is responsible for providing notice to the JJA and to the parent of the ARD/Section 504 committee meeting in compliance with federal and state law and advising them of the specified time and location of the ARD/Section 504 committee meeting. Whenever possible, the ARD/Section 504 committee meetings for students enrolled at the JJA should be held at the JJA site and scheduled at a time that enables the home campus representative to be present. If the home campus representative is unable to attend the ARD/Section 504 committee meeting in person, alternate means of communication shall be made available so that the home campus representative may participate in the meeting.
  
- G. Notices. The notices required in this Article IV must be provided in the native language of the parent or mode of communication used by the parent, in compliance with federal law. The term 'native language' when used with reference to an individual of limited English proficiency, means the language used by the individual, or in the case of the child, the language normally used by the parents of the child.

## **V. RECORDS**

- A. 24 Hours. The School District shall report any expulsion notice within 24 hours (not to include weekends or school holidays) after the expulsion hearing to:
  - 1. The JJA Administrator; and
  - 2. The Bexar County Juvenile Probation Department (or the respective juvenile probation department in which the student resides if other than Bexar County).
  
- B. Expulsion Notice and Order. The School District shall record the expulsion on the form set forth in **Attachment B**, marking the box for the specified offense, describing the offense with sufficient detail to properly assess that it is an expellable offense, and submitting the form to the JJA. The School District shall also provide the JJA with a copy of the Expulsion order.
  
- C. Referral. The School District must refer all Mandatory Expulsions to the District Attorney's Office and the Bexar County Juvenile Probation Department. In addition, the School District shall, on a timely basis, provide to the Juvenile Probation office or the Juvenile section of the District Attorney's office as appropriate, all other referral information required by the Texas Family Code. The School District shall provide the JJA the necessary verification of submission of referrals to all necessary agencies.
  
- D. Police Reports. In a Mandatory Expulsion, the School District must also provide JJA with a copy of the police report. The School District shall provide the Juvenile Board with the necessary verification of submission of the police report(s) to all necessary agencies.

- E. Title 5 Felony Offenses. In a Discretionary Expulsion of a student for a Title 5 felony offense under TEC, the School District must provide police reports, court orders, or juvenile probation department documents sufficient to establish eligibility for assignment to the JJA under that provision.
- F. Students Involved in Sexual Assault. In placing a student pursuant to the statute providing for transfer of students involved in sexual assault, the School District must provide documents sufficient to establish eligibility for assignment to the JJA under that provision.
- G. Registered Sex Offenders. In placing a student identified as a registered sex offender under TEC Chapter 37 Subchapter I, the School District must provide documents sufficient to establish eligibility for assignment to the JJA under that provision.
- H. Student Records. The School District must forward copies of the following records to the JJA for each student:
  - 1. Special education records, to include:
    - a. The most recent ARD/IEP/IAP/BIP manifestation determination review;
    - b. The most recent comprehensive individual assessment that documents eligibility for special education services and the list of modifications and/or complementary aids conducive to advancement towards annual and short-term goals and objectives; and
    - c. Recommendations for the current year's assessment.
  - 2. State standardized test information;
  - 3. The student's academic achievement records (e.g. report card);
  - 4. The student's Home Language Survey and all Language Proficiency Assessment Committee documentation;
  - 5. The student's immunization records; and
  - 6. Information regarding the student's National School Lunch Program status.
- I. Time Due. A student's records must be provided to the JJA by the School District on or before the date of the intake interview.
- J. Enrollment Notification. A student's enrollment record form/notification to include the student's date of enrollment at JJA must be sent to the home School District by JJA within 24 hours (not to include weekends or school holidays) of the student's enrollment date.
- K. Change of Residence. JJA will inform both School Districts, as appropriate, of a student's change of residency based on a review of appropriate proof of residency documents, and will provide the new School District with said proof of residency documents within 48 hours (not to include weekends or school holidays) of informing of change of residence. The student shall continue to be enrolled with the expelling School District if either the expelling or new School District wishes

to continue the term of expulsion. Each School District and JJA will continue to be responsible for compliance with the current provisions of this MOU.

- L. Grades. The JJA will submit to the School District the grades for all students' academic work and/or completion of courses while enrolled at the JJA. The School District will make the final determination as to a student's promotion or retention, award of credits, and graduation.

## **VI. ADMINISTRATION OF STATE-MANDATED ASSESSMENTS**

- A. Responsibilities. All state-required standardized tests will be administered to students enrolled at the JJA. The following responsibilities are assigned for administration of the tests:
1. Test Coordinator. JJA will have a trained and sworn Testing Coordinator who will serve as the point of contact with the School Districts for the administration of state-required standardized tests to students enrolled at the JJA. Each year, the JJA will provide all School Districts with the Testing Coordinator's name and contact information.
  2. List of Students. JJA staff will provide the School District with a list of all students from that district enrolled at the JJA at least ten (10) school days prior to the date of administration of state-required standardized tests.
  3. Student Testing Materials. The School District is responsible for securing, coding and delivering all testing materials to the JJA Administrator or designee a minimum of three (3) school days before the day of standardized test administration. The School District may also provide additional student testing materials to cover students that enroll after the list of students was provided to the School District. The School District will provide to the JJA access, limited to students enrolled at the JJA, to administer, as necessary, online testing.
  4. Accommodations. The School District will assist the JJA staff to ensure implementation of accommodations articulated in the IEP/IAPs and/or BIPs for standardized testing, as appropriate, for students receiving special education services and speakers of languages other than English. If the accommodations exceed what the JJA can reasonably implement, the School District remains responsible for ensuring that the student has access to the necessary accommodations by whatever means the School District deems most appropriate.
  5. Retrieving Completed Testing Materials. The JJA is responsible for making necessary arrangements to retrieve all completed student testing materials attributed to the School District's students enrolled at the JJA.
  6. Obtaining and Submitting Testing Materials. The School District is responsible for obtaining the completed student testing materials from the JJA, and is also responsible for submitting all completed student testing materials to the appropriate TEA contracted agent.
  7. Student Success Initiatives. The JJA will assist School District in meeting student success initiatives mandated by state law. This assistance does not include the hiring of additional staff.

## **VII. FUNDING AND BILLING**

- A. Mandatory Expulsions. Funding for Mandatory Expulsions will be provided by the Texas Juvenile Justice Department for those students who meet the prescribed TJJD eligibility requirements. School District will pay for a student at the Discretionary Expulsion rate listed in Section VII.B. herein until the offense report is filed with the JJA, the Bexar County Juvenile Probation Department and the appropriate District Attorney's Office.
- B. Discretionary Expulsions. For students who are Discretionary Expulsions pursuant to TEC, the School District shall pay the rate of \$135.85 per student per day of attendance at the JJA. A student is considered to be in "attendance at the JJA" for the purposes of this Agreement if they are receiving tele-education services. This rate may be modified by the Juvenile Board during the term of this MOU.
- C. Title 5 Felony Discretionary Expulsions. For students who are Title 5 felony Discretionary Expulsions pursuant to TEC, School District shall pay in the same manner as for other Discretionary Expulsions, except that the rate for this category of expulsion is based on the actual operational cost as determined by the Juvenile Board based upon its most recent annual audit, and will not exceed the rate set out in paragraph VII.B above.
- D. Registered Sex Offenders. For students who are placed at the JJA as registered sex offenders under TEC Chapter 37, School District shall pay at the same rate as for Discretionary Expulsions, which is \$135.85 per student per day of attendance.
- E. Disallowed Mandatory Expulsions. For a student who was expelled for a Mandatory Expulsion offense but who, because of the terms of the TJJD funding contract and as outlined in this MOU, was disallowed Mandatory Expulsion status, the School District shall pay the Discretionary Expulsion rate of \$135.85 per student per day of attendance from the date of enrollment.
- F. Continuing Responsibility. In the event a student changes residence to another school district served by JJA after being expelled, and prior to completing the expulsion term, the student shall remain the financial responsibility of the expelling School District for the JJA daily attendance rate.
- G. Date of Invoice. The Juvenile Probation Fiscal Office will issue an invoice within thirty (30) business days after the end of each month. The invoice will provide the name of each student and the number of days the student attended.
- H. Payment. The School District shall make payment to the Juvenile Board through the Bexar County Auditor. Payment for the full amount hereunder shall be made payable to Bexar County and payment made at the Bexar County Auditor's Office at 101 W. Nueva, Suite 800, San Antonio, TX 78205-3445 within thirty (30) days after the invoice is received by the member School District. The Juvenile Probation Fiscal Office shall send the invoice to the address listed on the signature page of this MOU.

## **VIII. TRANSPORTATION**

- A. School District's Responsibility. Transportation of students to and from the JJA shall be the sole responsibility of the School District. The School District is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJA. The School District shall provide all necessary security at the student pick up/drop off location(s).
- B. Change of Residence. In the event a student expelled by a School District changes residence to another school district served by JJA after being expelled and prior to completing the expulsion term, the new school district is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJA.

## **IX. TRANSITION**

- A. Transition File. Approaching completion of his/her term at the JJA, JJA staff will send the School District a transition file that includes:
  - 1. The student's grades converted to numeric scores; when requested by the School District, course completions will be reported;
  - 2. A behavior summary, recommendations and comments that suggest placement options that the JJA staff deems appropriate for the student returning to his/her home campus;
  - 3. Attendance information; and
  - 4. Other recommendations and comments.

## **X. ADVISORY BOARD**

- A. Authority. The Juvenile Board has authorized an Advisory Board to provide a forum for representatives of the Juvenile Board, the school districts and the organizations supporting the JJA to meet and discuss issues related to the operation of the JJA.
- B. Procedure. Each School District shall designate a representative to serve on the Advisory Board. The Advisory Board shall include representatives of at least five (5) school districts, as elected by representatives of the school districts, at a meeting called by the Administrator for the Juvenile Board. The School District hereby agrees to participate in the election of said Advisory Board and, if elected to serve, will do so.

## **XI. PARTIAL INVALIDITY**

If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, or rendered as such by a change to applicable state and/or federal law, the remaining provisions shall continue in full force and effect.

## **XII. TERM**

This Agreement supersedes all prior MOU agreements between these parties and shall be in effect from August 1, 2025 through, and including, July 31, 2026. This Agreement shall renew automatically each year on August 1<sup>st</sup>, unless notice of a party's intent not to renew is sent to the other party prior to July 1<sup>st</sup> of that year.

The Bexar County Juvenile Board and the School District may modify this Agreement under terms as specified in a written addendum to be signed by both parties. In response to COVID-19, JJA may issue an Addendum modifying the provisions set forth in this MOU. JJA will provide School District with a copy of the addendum. The terms and conditions of the updated Addendum will supersede the provisions of any previous Addendum.

## **XIII. INTEGRATION**

This MOU, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party that is not contained herein shall be of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

**AGREED AND FULLY EXECUTED ON THE LATEST DATE RECORDED BELOW.**

**INDEPENDENT SCHOOL DISTRICT**

School District: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

*The Juvenile Probation Fiscal Office shall send invoices to the following address:*

Name: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

*If required by School District:*

\_\_\_\_\_ **COUNTY JUVENILE BOARD**

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Juvenile Board Chair

**BEXAR COUNTY JUVENILE BOARD**

By: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
JUDGE CATHERINE TORRES-STAHN  
Juvenile Board Chair

**ATTACHMENT A**



**BEXAR COUNTY JUVENILE JUSTICE ACADEMY  
 STUDENT FUNDING WAIVER REQUEST**

**Police Report Requirement**

The Texas Juvenile Justice Department (TJJJ) reserves the right to provide funding for students remanded to juvenile justice alternative education programs who do not meet the basic requirements found in TJJJ's State Financial Assistance Contract. This form serves as your request of waiver to the police report requirement and should be faxed to the JJA Administrator at (210) 335-8549. Your request will be forwarded to TJJJ and you will be notified of TJJJ's response once it is received by the JJA Administrator's office.

<b>SCHOOL DISTRICT:</b>	<b>SCHOOL OFFICIAL:</b>	
<b>PHONE:</b>	<b>FAX:</b>	<b>DATE:</b>
<b>STUDENT:</b>	<b>DOB:</b>	
<b>Describe offense in some detail:</b>		
<b>Reason for request of waiver:</b>		

**FOR TJJJ STAFF ONLY**

The request for waiver received in this office on _____ is ____ Granted ____ Denied.		
If denied, please specify reason: _____		
_____		
_____		
_____ Signature	_____ Position	_____ Date

**ATTACHMENT B**



**BEXAR COUNTY JUVENILE JUSTICE ACADEMY  
 REFERRAL OF CHILD AFTER EXPULSION**

To: Juan Vega, JJAEP Clerk 1402 N. Hackberry San Antonio, TX 78208	Phone: 210-335-8524 Fax: 210-335-8549 E-mail: jvega@bexar.org
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Pursuant to Texas Family Code §52.041 and Texas Education Code (TEC) §37.010, the following report is being made to the Juvenile Court regarding the expulsion of the student named below.

**School District:** \_\_\_\_\_ **School Official/Hearing Officer:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Date of Hearing:** \_\_\_\_\_

<b>Student:</b>	<b>Age:</b>	<b>Grade:</b>	<b>DOB:</b>	<b>SNN:</b>
<b>Special Programs:</b>	<b>Yes _ No_ Specify:</b>		<b>TSDS#</b>	
<b>Campus Address:</b>				
<b>Parent's Name:</b>				
<b>Parent's Address:</b>				
<b>County of residence (if other than Bexar):</b>				
<b>Telephone #s</b>	<b>Work: (210 )</b>	<b>Home: (210)</b>	<b>Cell: (210)</b>	
<b>Date Expelled:</b>	<b>Number of Instructional Days Expelled:</b>		<b>Proposed Return Date:</b>	
<b>Describe offense in some detail:</b>				
<b>Parent is aware and understands that child may be assigned a probation officer (PO) by the probation department: Yes _ No _ If not, why not?</b>				
<b>National School Lunch Program:    Free    Reduced    None    (Circle appropriate Program)</b>				
<b>Date Intake requested:</b>	<b>Intake Scheduled on</b>		<b>at</b>	<b>AM/PM</b>

Please check offense for which student is being referred:  
**2024/25 and 2025/26 School Years**

Offense Code	Offense Description	Offense Type
37.007A12A	Unlawful Weapon: Handgun [Penal Code (PC) 46.02(a)] [Education Code (EC) 37.007 (a)(1)]	Mandatory
37.007A12B	Unlawful Weapon: Location-Restricted Knife [PC 46.02(a-4)] [EC 37.007 (a)(1)] (For students who are under the age of 18.)	Mandatory
37.007A15A	Prohibited Weapon: Explosive Weapon [PC 46.05(a)(1)] [EC 37.007(a)(1)]	Mandatory
37.007A15B	Prohibited Weapon: Machine Gun [PC 46.05(a)(1)(A)] [EC 37.007(a)(1)]	Mandatory
37.007A15C	Prohibited Weapon: Short-Barrel Firearm [PC 46.05(a)(1)(B)] [EC 37.007(a)(1)]	Mandatory
37.007A15D	Prohibited Weapon: Firearm Silencer [PC 46.05(a)(1)(C)] [EC 37.007(a)(1)]	Mandatory
37.007A15F	Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05(a)(2)] [EC 37.007 (a)(1)]	Mandatory
37.007A15G	Prohibited Weapon: Chemical Dispensing Device [PC 46.05(a)(3)] [EC37.007(a)(1)]	Mandatory
37.007A15H	Prohibited Weapon: Zip Gun [PC 46.05(a)(4)] [EC 37.007(a)(1)]	Mandatory
37.007A15I	Prohibited Weapon: Tire Deflation Device [PC 46.05(a)(5)] [EC 37.007(a)(1)]	Mandatory
37.007A15J	Prohibited Weapon: Improvised Explosive Device [PC 46.05(a)(6)] [EC37.007(a)(1)]	Mandatory
37.007A2A1	Aggravated Assault [PC 22.02] [EC 37.007(a)(2)(A)]	Mandatory
37.007A2A2	Aggravated Sexual Assault [PC 22.021] [EC 37.007(a)(2)(A)]	Mandatory
37.007A2A3	Sexual Assault [PC 22.011] [EC 37.007(a)(2)(A)]	Mandatory
37.007A2B	Arson [PC 28.02] [EC 37.007(a)(2)(B)]	Mandatory
37.007A2C1	Murder [PC 19.02] [EC 37.007(a)(2)(C)]	Mandatory
37.007A2C2	Capital Murder [PC 19.03] [EC 37.007(a)(2)(C)]	Mandatory
37.007A2C3	Attempted Murder or Capital Murder [PC 15.01] [EC 37.007(a)(2)(C)]	Mandatory
37.007A2D	Indecency with A Child [PC 21.11] [EC 37.007(a)(2)(D)]	Mandatory
37.007A2E	Aggravated Kidnapping [PC 20.04] [EC 37.007(a)(2)(E)]	Mandatory
37.007A2F	Aggravated Robbery [PC 29.03] [EC 37.007(a)(2)(F)]	Mandatory
37.007A2G	Manslaughter [PC 19.04] [EC 37.007(a)(2)(G)]	Mandatory
37.007A2H	Criminally Negligent Homicide [PC 19.05] [EC 37.007(a)(2)(H)]	Mandatory
37.007A2I	Continuous Sexual Abuse of Young Child or Disabled Individual [PC 21.02] [EC 37.007(a)(2)(I)]	Mandatory
37.007A3	<i>Felony Drug, excluding marijuana and THC [EC 37.007(a)(3)(C)] [EC 37.006(a)(2)(C)]</i>	Mandatory
37.007D	Retaliation [EC 37.007(d)]	Mandatory
37.007E	Federal Firearm [EC 37.007(e)]	Mandatory
37.007B1D	False Alarm or Report [PC 42.06] [EC 37.007(b)(1)]	Discretionary

<b>Offense Code</b>	<b>Offense Description</b>	<b>Offense Type</b>
37.007B1E	Terroristic Threat [PC 22.07] [EC 37.007(b)(1)]	Discretionary
37.007B2A	<i>Felony marijuana or THC [HSC 481] [EC 37.007(b)(2)(A)(i); 37.006(a)(2)(C-1)</i>	Discretionary
37.007B2A1	Misdemeanor Marijuana [HSC 481] [EC 37.007(b)(2)(A)(i)]	Discretionary
37.007B2A1B	Misdemeanor Controlled Substance [HSC 481] [EC 37.007(b)(2)(A)(i)] [EC 37.006(a)(2)(C)]	Discretionary
37.007B2A2	Misdemeanor Dangerous Drug [HSC 481] [EC 37.007(b)(2)(A)(ii)]	Discretionary
37.007B2A3	Alcohol [HSC 481] [EC 37.007(b)(2)(A)(iii)] [EC 37.006(a)(2)(D)]	Discretionary
37.007B2B	Glue or Aerosol Paint [HSC 485.031-485.034] [EC 37.007(b)(2)(B)]	Discretionary
37.007B2CA	Assault on a Volunteer [PC 22.01(a)(1)] [EC 37.007(b)(2)(C)]	Discretionary
37.007B2CB	Assault on an Employee [PC 22.01(a)(1)] [EC 37.007(b)(2)(C)]	Discretionary
37.007B2D	Deadly Conduct [PC 22.05] [EC 37.007(b)(2)(D)]	Discretionary
37.007B3A	Non-School Student on Student Aggravated Assault, Sexual Assault, or Aggravated Sexual Assault [EC 37.007(b)(4)]	Discretionary
37.007B3B	Non-School Student on Student Murder, Capital Murder, or Attempted Murder/Capital Murder [PC 19.02 or 19.03] [EC 37.007(b)(4)]	Discretionary
37.007B3C	Non-School Student on Student Aggravated Robbery [EC 37.007(b)(4)]	Discretionary
37.007B4	On or within 300 Ft Rule – Mandatory Offense or Possession of Firearm [EC 37.007(b)(3)]	Discretionary
37.007B5	Breach of Computer Security School Network [PC 33.02] [EC 37.007(b)(5)]	Discretionary
37.007C	Serious Misbehavior [EC 37.007(c)]	Discretionary
37.007D(D)	Retaliation [EC 37.007(d)]	Discretionary
37.007F	Felony Criminal Mischief [PC 28.03] [EC 37.007(f)]	Discretionary
37.309	Registered Sex Offender [EC 37.309]	Other
PROBCO1	Probation Placement	Other
PROBCO2	Court Order	Other
37.0081B	Title 5 Felony Murder [PC 19.02] [EC 37.0081(a)]	Discretionary
37.0081C	Title 5 Felony Capital Murder [PC 19.03] [EC 37.0081(a)]	Discretionary
37.0081D	Title 5 Felony Manslaughter [PC 19.04] [EC 37.0081(a)]	Discretionary
37.0081E	Title 5 Felony Criminal Negligent Homicide [PC 19.05] [EC 37.0081(a)]	Discretionary
37.0081F	Title 5 Felony Unlawful Restraint [PC 20.02] [EC 37.0081(a)]	Discretionary
37.0081G	Title 5 Felony Kidnapping [PC 20.03] [EC 37.0081(a)]	Discretionary
37.0081H	Title 5 Felony Aggravated Kidnapping [PC 20.04] [EC 37.0081(a)]	Discretionary
37.0081I	Title 5 Felony Smuggling of Persons [PC 20.05] [EC 37.0081(a)]	Discretionary

<b>Offense Code</b>	<b>Offense Description</b>	<b>Offense Type</b>
37.0081I2	<i>Title 5 Felony Continuous Smuggling of Persons [PC 20.06] [EC 37.0081(a)(1)(A)(i)]</i>	Discretionary
37.0081J	Title 5 Felony Trafficking of Persons [PC 20A.02] [EC 37.0081(a)]	Discretionary
37.0081J2	<i>Title 5 Felony Continuous Trafficking of Persons [PC 20A.03] [EC 37.0081(a)(1)(A)(i)]</i>	Discretionary
37.0081K	Title 5 Felony Indecency with a Child [PC 21.11] [EC 37.0081(a)]	Discretionary
37.0081K2	<i>Title 5 Felony Continuous Sexual Abuse of Young Child or Disabled Individual for 17+ kids [PC 21.02] [EC (a)(1)(A)(i)]</i>	Discretionary
37.0081K3	<i>Title 5 Felony Bestiality [PC 21.09] [EC(a)(1)(A)(i)]</i>	Discretionary
37.0081L	Title 5 Felony Invasive Visual Recording [PC 21.15] [EC 37.0081(a)]	Discretionary
37.0081L2	<i>Title 5 Felony Unlawful Disclosure or Promotion of Intimate Visual Material [PC 21.16] [EC 37.0081(a)(1)(A)(i)]</i>	Discretionary
37.0081L3	<i>Title 5 Felony Voyeurism [PC 21.17] [EC 37.0081(a)(1)(A)(i)]</i>	Discretionary
37.0081L4	<i>Title 5 Felony Sexual Coercion [PC 21.18] [EC 37.0081(a)(1)(A)(i)]</i>	Discretionary
37.0081M	Title 5 Felony Assault [PC 22.01] [EC 37.0081(a)]	Discretionary
37.0081N	Title 5 Felony Sexual Assault [PC 22.011] [EC 37.0081(a)]	Discretionary
37.0081P	Title 5 Felony Aggravated Assault [PC 22.02] [EC 37.0081(a)]	Discretionary
37.0081Q	Title 5 Felony Aggravated Sexual Assault [PC 22.021] [EC 37.0081(a)]	Discretionary
37.0081R	Title 5 Felony Injury to a Child, Elderly Individual, or Disabled Individual [PC 22.04] [EC 37.0081(a)]	Discretionary
37.0081S	Title 5 Felony Abandoning or Endangering Child [PC 22.041] [EC 37.0081(a)]	Discretionary
37.0081T	Title 5 Felony Deadly Conduct [PC 22.05] [EC 37.0081(a)]	Discretionary
37.0081U	Title 5 Felony Terrorist Threat [PC 22.07] [EC 37.0081(a)]	Discretionary
37.0081V	Title 5 Felony Aiding Suicide [PC 22.08] [EC 37.0081(a)]	Discretionary
37.0081W	Title 5 Felony Tampering with Consumer Product [PC 22.09] [EC 37.0081(a)]	Discretionary
37.0081X	Title 5 Felony Harassment by Persons in Certain Correctional Facilities; Harassment of Public Servant [PC 22.11] [EC 37.0081(a)]	Discretionary
37.0081Y	Aggravated Robbery [PC 29.03] (EC 37.0081(a))	Discretionary
DOI	Offense Identified in District of Innovation (DOI) Plans Provided by Sending School District	Discretionary
37.0052	Placement or Expulsion of Student Who Has Engaged in Certain Bullying Behavior [EC 37.0052]	Discretionary

# 2025-2026 BEXAR COUNTY JUVENILE JUSTICE ACADEMY CALENDAR



**Stephanie Gonzales**

Program Director

School Numbers (210) 332-2543/(210)268-4720



Board Approved:

AUGUST (13)						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
5-12 - Staff Development/Training						
13 - 1st Day Of School/1st Sem Begins						

SEPTEMBER (21)						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
1 - Labor Day Staff/Student Holiday						

OCTOBER (22)						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
9 - End 1st 9wks Early Release						
13 - Student Holiday/Staff Development						
14 - Begin 2nd 9wks						

NOVEMBER (15)						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
21 - Early Release						
24-28 Thanksgiving Break Staff/Student Holiday						

School Day  
8:30 am-4:00pm  
(450 minutes)

**177 Student Days**

**187 Teacher Days**

**Staff Development: 7 Days**  
Aug 4-12, May 29

DECEMBER (15)						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
19 - End of 2nd Grading Period/ Early Release						
22-31 - Winter Break Student/Staff Holiday						

JANUARY (18)						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1-5 - Staff/Student Holiday						
6 - Start of 3rd grading period						
19 - MLK Staff/Student Holiday						

FEBRUARY (19)						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
13 - Early release						
16 - Student Holiday/ Bad Weater Make Up Day						

MARCH (16)						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
6 - End of 3rd grading period/ Early Release						
9-13 Spring Break Staff/Student Holiday						
16 - Student Holiday/Staff Development						
17 - Start of 4th grading period						

**Staff/Student Holidays: 2 Days**  
Oct 13  
Mar 16

**Early Release**  
8:30am-1:00pm (1,620 minutes)  
Oct 10  
Nov 21  
Dec 19  
Feb 13  
March 6  
May 28

APRIL (19)						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	15	15	18
19	20	21	22	23	24	25
26	27	28	29	30		
3 - Good Friday Student/Staff Holiday						
6 - Student/ Staff Holiday						
24 - Student/ Staff Holiday						

MAY (19)						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
25 - Memorial Day Student/Staff Holiday						
28 - Early Release Last Day of School						
29 - Inservice Bad Weather Make Up Day						

JUNE						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
4 - Independence Day						

**Bad Weather Make-Up**  
Feb 16  
May 29

Staff and Student Holiday
 Bad Weather Make-Up
 [ Begin Nine Weeks
 ] End Nine Weeks
 Staff Development Days
 Early Release

First Day of School: August 13, 2025 Last Day of School: May 28, 2026 First Semester: 86 Days Second Semester: 91 Days  
 171 days @ 450 min = 76,950 minutes  
 6 days @ 270 min = 1,620 minutes  
**Total Minutes = 78,570 minutes**



## ***Agenda Item Memorandum***

**To:** MVISD Board of Trustees

**Date:** June 23, 2025

**Agenda Item:** Consideration of appointment of five community members to the School Health Advisory Council (SHAC)

### **Background Information:**

Board Policy BDF (Legal): Board Internal Organization: Citizen Advisory Committees - Composition of SHAC - The Board shall appoint at least five members to the SHAC. One of those members shall serve as chair or co-chair of the SHAC. Majority of members must be persons who are parents of students enrolled in the district and who are not employed by the district. The board may also appoint one or more persons from groups or a representative from a group, ie: Classroom teachers, district students, health care professionals.

### **Administrative Consideration:**

There are five community members that are not employees of the school district that have provided intent to participate as members of the SHAC for the upcoming school year.

**Rhonda Brast** - Medina County Health Unit, non-parent

**JoAnn Gonzalez**- parent of MVISD student(s)

**Scott Hesch** – parent of MVISD student(s); volunteers at MVISD

**Melissa Scott** - San Antonio Council on Alcohol & Drug Awareness (SACADA), Youth Prevention Director, parent of MVISD student(s)

**Karol Martin** - parent of MVISD student(s)

There are five employees of the school district that have provided intent to participate as members of the SHAC for the upcoming school year.

**Steven Conard** - Director of Health and Safety

**Tiffany Eckenrod** - Director of Child Nutrition

**Sarah Fulks** - Health Services Team Lead

**Amy Millis** - Director of Curriculum and Instruction

**Doug Wozniak**- Executive Director of School Safety and Operations

### **Supporting Document(s):**

SHAC Annual Report - Members for SY 24-25

### **Recommendation:**

It is recommended that the Board of Trustees approve the appointment of the members named above to serve as SHAC members in SY 25-26.



# ATTENDANCE REZONING COMMITTEE

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**Recommendation to the Board  
June 23, 2025**

# COMMITTEE REPRESENTATIVES

- Adriana Jackson
- Bryan Biediger

Parents & Staff from  
throughout MVISD

Meetings: February 20,  
March 6, April 3 & April 24



## COMMITTEE CHARGE

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The Attendance Rezoning Committee is charged with developing an attendance zone recommendation that best **aligns with future growth** projections while also prioritizing **student needs**, considering efficiency of **programs/resources**, and **community** impact.

# Topics Reviewed & Discussed

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- Demographic Reports
- Enrollment Projections
- Bond Project Updates & Timelines
- Academic Programming
- Extracurricular Programming
- Feeder Patterns
- Transportation
- Grandfather Eligibility
- HS Zone Options
- MS Zone Options

# Committee Poll on HS Zone Options

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- **13 out of 14 parents voted for the option being recommended to the Board.**

Many members shared that their experience on this committee was positive and that “we felt like we were heard and our feedback was taken seriously.”

With many feeling that the committee was “productive overall and that it will positively impact the district and community.”

# HS Attendance Zone Recommendation

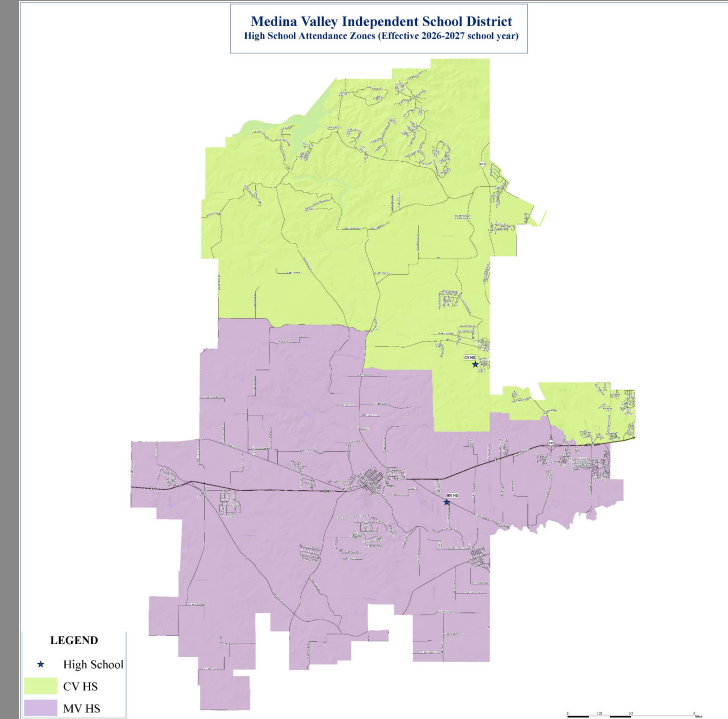
The proposed high school attendance zones follow our current middle school feeder patterns, with the exception of a few subdivisions located along Potranco Road extending toward FM 471 (Including: Megan’s Landing, Potranco Acres & Potranco West).

The Attendance Rezoning Committee recommended that this area be included in the Creek View High School attendance zone due to proximity to the campus.

## Projected Campus Enrollment Estimates:

	2026-2027	2027-2028	2028-2029
CVHS	1,300	1,500	2,200
MVHS	1,900	2,000	1,700

*\*These are estimations.\**



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# QUESTIONS?



## ***Agenda Item Memorandum***

**To:** MVISD Board of Trustees

**Date:** June 23, 2025

**Agenda item:** Consider approval of High School Attendance Zones for 2026-2027

### **Background Information**

As we prepare for the opening of Creek View High School, Medina Valley ISD is presenting proposed attendance zones for our high school campuses. This marks an important step in our planning process to support the successful launch of the district's second high school and to ensure balanced enrollment across campuses.

This recommendation is being presented on behalf of our Attendance Rezoning Committee made up of MVISD parents and staff, whose recommendation supports future growth while prioritizing student needs, efficient use of resources, and community impact.

### **Administrative Consideration**

The proposed high school attendance zones follow our current middle school feeder patterns, with the exception of a few subdivisions located along Potranco Road extending toward FM 471 (Including: Megan's Landing, Potranco Acres & Potranco West). The Attendance Rezoning Committee recommended that these specific subdivisions be included in the Creek View High School attendance zone due to their closer proximity to the new campus.

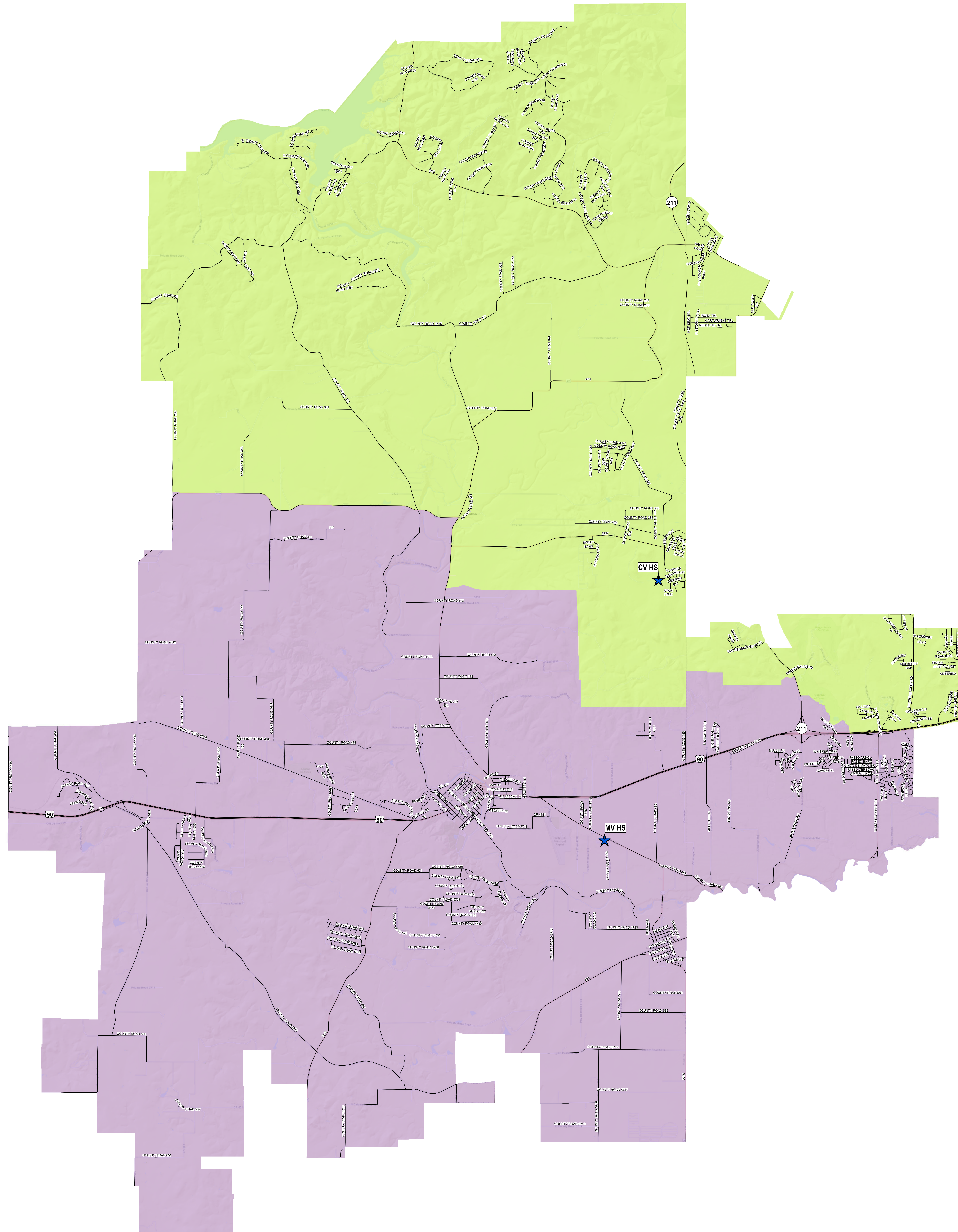
### **Supporting Documents**

Maps

### **Recommendation**

The MVISD Attendance Rezoning Committee and District administration recommends the board approve the High School Attendance Zones for the 2026-2027 school year as presented.

# Medina Valley Independent School District High School Attendance Zones (Effective 2026-2027 school year)



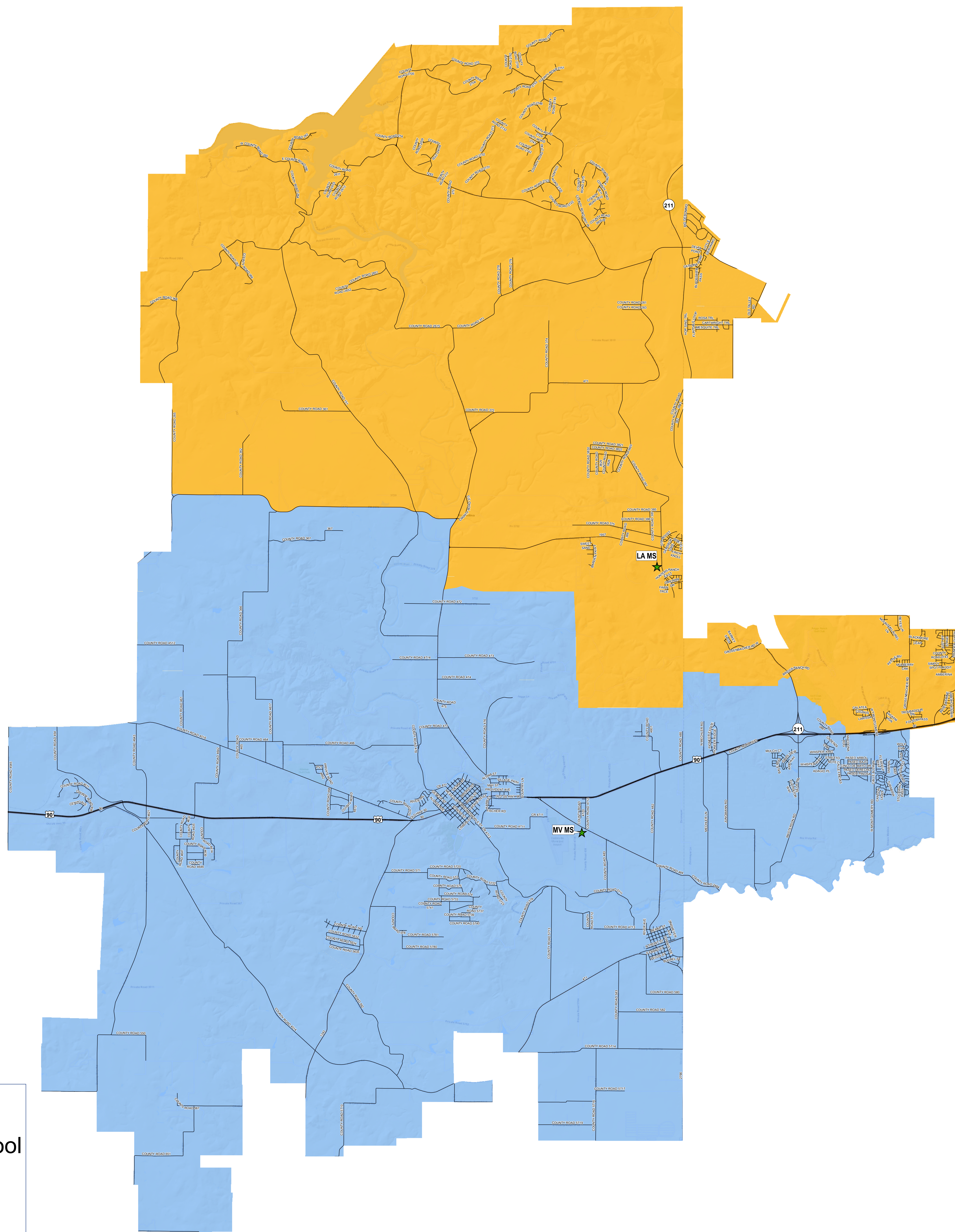
## LEGEND

★ High School

CV HS

MV HS

# Medina Valley Independent School District Middle School Attendance Zones (Effective 2025-2026 school year)



**LEGEND**

- ★ Middle School
- LA MS
- MV MS



## ***Agenda Item Memorandum***

**To:** MVISD Board of Trustees

**Date:** June 23, 2025

**Agenda item:** Consider approval for implementation of a TEA Innovative Course

### **Background Information**

Medina Valley ISD High Schools request your approval for implementation of a TEA - approved Innovative Course titled "College Transition" at Medina Valley ISD High Schools, beginning in the 2025-2026 school year. The course allows students to examine numerous research-based learning strategies (such as goal setting, effective time management, stress management, note taking, active reading, test-taking strategies, and research methods) that are proven to lead to academic success, both in high school and in college. This course aligns with our district's strategic priorities to promote college and career readiness, support academic success, and ensure students graduate with a robust postsecondary plan.

### **Administrative Consideration**

With the increasing demand for students to be **college and career ready**, it is imperative that we provide intentional opportunities for them to build competencies that will directly impact their academic success after high school. While academic content mastery remains critical, students must also acquire the executive functioning and planning skills required to navigate college systems, financial aid processes, and independent learning. There is no cost to implement this course for the 2025-2026 school year and there are teachers on staff to teach the course.

### **Supporting Documents**

- College Transition Course Description
- Program overview and implementation plan

### **Recommendation**

The administration recommends approval of the TEA Innovative Course titled "College Transitions" to be implemented in the 2025-2026 school year.

# Proposal for Board Approval: Implementation of TEA-Approved Innovative Course

## *College Transition*

This proposal seeks board approval for the implementation of a **Texas Education Agency (TEA)-approved Innovative Course** titled "**College Transition**" at Medina Valley High School, beginning in the 2025-2026 school year. This course aligns with our district's strategic priorities to promote college and career readiness, support academic success, and ensure students graduate with a robust postsecondary plan.

### **Course Overview**

**College Transition** is an innovative course designed to equip students in grades 9–12 with essential academic and personal skills to thrive in both high school and postsecondary education. The course curriculum focuses on research-based strategies that enhance learning and academic performance while guiding students through the critical processes of planning for their futures.

# Course Overview

Students enrolled in the *College Transition* course will:

- Develop and apply effective **goal-setting** and **time management** skills.
- Learn and practice **stress management** techniques.
- Improve **note-taking**, **active reading**, and **test-taking strategies**.
- Gain research and **information literacy** skills

- Explore postsecondary options including **technical schools, colleges, and universities**.
- Conduct in-depth **research on financial aid**, including **scholarships and grants**.
- Complete components of **college applications**, including essays, resumes, and reference requests.
- Establish a personal postsecondary plan aligned with individual goals and interests.

# Rationale

With the increasing demand for students to be **college and career ready**, it is imperative that we provide intentional opportunities for them to build competencies that will directly impact their academic success after high school. While academic content mastery remains critical, students must also acquire the executive functioning and planning skills required to navigate college systems, financial aid processes, and independent learning.

This course supports:

- The district's **college and career readiness goals**.
- **TEA's vision** for expanding access to innovative instructional opportunities.
- **House Bill 5** requirements for postsecondary education awareness.
- Personalized education pathways that enhance student engagement and motivation.



## ***Agenda Item Memorandum***

**To:** MVIDS Board of Trustees

**Date:** June 23, 2025

**Agenda item:** Consider Approval of the Purchase of Fire Alarm Panels

### **Background Information**

The existing fire alarm system at Medina Valley High School is currently connected through the old copper network and is not functioning as one alarm system.

### **Administrative Consideration**

The board is asked to consider the purchase and installation of fire alarm panels for Medina Valley High School. The project also includes the termination of the faulty copper network enabling the entire campus to be on one monitoring account. The budget amendment for this project was approved in May 2025. This project is being procured through the BuyBoard Cooperative.

### **Supporting Documents**

- Quote from Fire Alarm Control Systems, Inc

### **Recommendation**

The administration recommends that the Board consider and approve the purchase of fire alarm panels from Fire Alarm Control Systems, Inc in the amount of \$70,795 as presented.



A DIVISION OF:



San Antonio, TX 78216  
(210) 344-2901

## QUOTATION

**PROJECT:** MVIDS High School Fiber Network Upgrade.  
**BID DATE:** 2/20/2024.  
**QUOTE #:** LB22025.  
**LOCATION:** 8365 FM 471 South, Castroville TX. 78009.

The following is our quotation to create a proper Fiber Network for each Existing **Siemens Cerberus Pro Modular** fire alarm panels on main High School Campus. After the completion of Fiber installation, the faulty existing Copper Network will be disconnected. And the entire campus will be on one monitoring account with Point ID.

### This Quote Includes:

1. *Connecting the existing Siemens Fire panels via Fiber Network. Main, Panther Dome, Fine Arts and Ag shop.*
2. *Providing on board Siemens dialer and CLSS wireless communication which will provide point ID required by code.*
3. *One Year of monitoring cost is included in quote.*
4. *Providing a revised Fire Alarm Drawing showing the new Fiber Network.*
5. All work will be performed by state-licensed, factory-trained technicians.
6. Final connections at control panels, power supplies, and other cabinets provided by FACS.
7. All work being done during normal business hours, Monday-Friday, 7:30AM – 4:30PM except for testing of audible signaling devices, which will occur outside of normal business hours.
8. Surge suppression at the 120VAC power connections to the FACP.

### This Quote Includes the following Siemens Equipment:

**3-GPMI-2-HW-KEY**  
**1-XDACT-ASSY**  
**1-FCA2015-U1 & CLSS PATHWAY DIALER**  
**1-CAB2-BB**  
**1-CAB2-BD**  
**1-CAB2-TK**  
**1-OD-LP**  
**3-OD-BP**  
**1-ID-SP**  
**2-CAB=MP**  
**2-SCM-8**  
**6-XINC**

**2-XVCC  
8-FN2017-U1  
2-120V-GT  
2-GW-SRD  
4-SLA156 35AH BATTRIES**

**This Quote Excludes:**

1. Installation of conduit, FIBER Optic Cable, boxes, stub-ups, devices, painting, patching, fire stopping and 120 VAC wiring to panels, power supplies, door holders and fire/smoke dampers.
2. FACS will not perform any of the fiber terminations, polishing or installation of connectors. This will need to be done by MVISD or Fiber Contractor they hire.
3. Cleaning and/or replacement of smoke detectors were installed prior to building being cleaned.
4. Any interface with other building systems not specifically shown or identified in the design drawings, Statement of Work, or project specifications.
5. Additional insurance beyond current FACS levels (available on request)
6. Legal fees incurred for contract reviews/negotiations.
7. Any applicable taxes or performance/payment bonds.

**Total Proposal:**

**Equipment installation, Termination and Final Commissioning:**

**\$70,795.00**

**Equipment/Material: \$33,767.33**

**Sub/Other: \$7,354.25**

**Labor: \$29,673.42**

***We acknowledge that the global trade environment, including tariff changes and trade restrictions, may impact the cost of goods and services provided. As a result, we want to make you aware that any tariffs, duties, or trade policy changes implemented by relevant authorities after the effective date of this proposal may influence the final pricing or delivery schedules of the products or services listed herein. As such, Sciens reserves all rights to additional compensation based upon unforeseen costs incurred related to materials, labor, or mobilization caused by tariffs. While we provide this notice as a precaution, we assure you that we are doing everything in our power to avoid delays or increased prices.***

## Terms and Conditions

This Proposal constitutes an offer by the division of Sciens Building Solutions identified in this Proposal (the "Company") to provide the Products and/or Services to the customer identified in this Proposal (the "Customer"), and together with Company, the "Parties", and each individually a "Party", as further defined in this Proposal, upon the terms and conditions stated herein. This Proposal is not binding on the Company until Customer accepts it. Customer will be deemed to have accepted this Proposal when it indicates its written acceptance on the face hereof or other written confirmation. The Company may withdraw this Purchase Order at any time prior to acceptance by Customer. This Proposal, together with the documents attached hereto, incorporated herein by reference, or referencing this Proposal, shall constitute the final and complete agreement of the parties and may not be modified or rescinded unless agreed to in writing by the Company's authorized representative. The Company rejects any additional or inconsistent terms or conditions offered by Customer at any time, whether or not such terms or conditions materially alter this Proposal. No course of prior dealing or usage of the trade will be used to modify, supplement or explain any term herein. These terms and conditions together with the specifications, drawings, or other documents referred to on the face of this Proposal, or attached, or any documents incorporated by reference, supersede any prior or contemporaneous communications, representations, promises, or negotiations, whether oral or written, with respect to the subject matter of this Proposal. All contract documents related to this Proposal are to be interpreted together as one agreement. However, if there is an irreconcilable conflict among the provisions of those contract documents, the following order of precedence applies: (a) any Proposal; then (b) these terms and conditions; and finally (c) other contract documents agreed to in writing by the parties.

1. **Scope of Work.** The Company shall perform the work as specified in the proposal attached as Exhibit A (the "Work").
2. **Term of the Contract.**
  - a) **Term.** This Proposal shall be effective from the last date signed on the face of the proposal attached at Exhibit A until the Work is completed by the Company and accepted by the Customer.
  - b) **Termination without Cause.** Either Party may terminate this Proposal at any time, without cause, by providing the other Party with thirty (30) days prior written notice.
  - c) **Termination for Cause.** Each Party may terminate this Proposal or the specific Work under this Proposal with cause by giving the other Party prior written notice and the opportunity to cure. After a Party issues a notice of termination for cause, the other Party has forty-eight (48) hours to respond to the notice, and initiate the steps necessary to address the breach or default. If such breach or default is not substantially cured within a reasonable time after the notice date, this Proposal shall be terminated immediately.
  - d) **Termination for Bankruptcy.** Either Party may terminate this Proposal or the specific Work under this Proposal immediately by giving written notice to the other Party in the event of (a) the liquidation or insolvency of the other Party, (b) an assignment by the other Party for the benefit of its creditors, or (c) commencement of any proceeding by or against the other Party in bankruptcy or seeking composition, extension, or readjustment of all or substantially all of such other Party's obligations, or reorganization, dissolution, liquidation, winding-up arrangement, or any other relief under any bankruptcy, insolvency, reorganization, or other similar applicable law of any jurisdiction.
  - e) **Termination Effect.** Except when this Proposal is terminated due to the Company's breach, Customer shall promptly pay for the Work performed by the Company up to the date of termination.
3. **Change Order.** Any changes made to the Work must be through written change order signed by both Parties. The Company shall submit the claim for the addition to, or deduction from, the Fee or time to complete the Work to the Customer, with all documentation necessary to substantiate such claim. If the Customer and the Company cannot agree on the amount of the addition or deletion, the Company shall only perform the unchanged Work and the Customer shall pay for the unchanged Work performed. The Company reserves the right to not perform the changed Work until both Parties have reached an agreement on the amount of the addition or deletion in the Fee or time.
4. **Delay.** If the Company fails to maintain the schedule for any of the Work, it shall, at its own costs, accelerate its work schedule until the Work is in accordance with the schedule. Should the Company be delayed in the performance of Work by the act, neglect or default of the Customer or any other third party, or by other causes for which the Company is not responsible, then the Company shall be entitled to extra compensation and/or extension of time by submitting written claims to the Customer as soon as reasonably possible upon such delay. If, through no act or fault of the Company, suspensions, delays or interruptions of the Work aggregate more than 100 percent of the number of days scheduled for completion, or 60 days in any 365-day period, whichever is less, the Company reserves the right to terminate such Work with written notice if both Parties fail to reach an agreement on updated schedule and/or additional compensation within a reasonable timeframe.
5. **Subcontract.** The Company shall only employ subcontractors who are duly licensed and qualified to perform the work consistent with the terms specified in Exhibit A. The Company agrees that each subcontractor shall be fully bound in the same manner as the Company is bound to this Proposal, to the extent applicable to subcontractor's scope of work. The Company assumes responsibility to the Customer for the proper performance of the work of subcontractors and any acts and omissions in connection with performance. Nothing in this Proposal is intended or deemed to create any legal or contractual relationship between Customer and subcontractor, including but not limited to any third-party beneficiary rights.
6. **Insurance.** The Company will be responsible for obtaining adequate insurance coverages. Certificates of Insurance will be provided to the Customer upon request.
7. **Fee and Payment.**
  - a) **Fee.** The Customer agrees to pay the fee set forth in Exhibit "A" (the "Fee") in accordance with the payment method set forth in Section 7(b) of this Proposal.
  - b) **Invoice and Payment.** Unless otherwise agreed in writing by both parties, the Company shall submit a monthly invoice for Work performed during the prior month. Payment shall be due within thirty (30) days of the date of invoice. Any payments past due more than ten (10) days shall be subject to interest of one and one-half percent (1.5%) per month or the highest rate allowed by law, starting from the due date to the date of payment. Customer shall also be responsible for any attorney fees and/or collections fees incurred by the Company in collecting any past due amounts and interest.
  - c) **Payment Dispute.** If the Customer wishes to dispute any portion of an invoice, the Customer shall notify the Company in writing within five (5) days of the date of the invoice. The Customer shall identify the specific cause of the dispute and shall pay when due that portion of the invoice not in dispute. The Company and Customer shall work together in good faith to resolve any disputes as soon as reasonably possible. If necessary, the Company shall issue a revised invoice, and Customer shall pay to the Company in accordance with such revised invoice. The Company reserves the right to stop the performance on any or all of the Work until the dispute is resolved. Failure to notify the Company for any payment dispute within the required timeframe will be deemed as the Customer's agreement and acceptance to the amount and terms set forth in the invoice.
8. **Warranty.**
  - a) **Warranties by Both Parties.** Each Party represents and warrants to the other that: (a) this Proposal has been duly executed and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution or performance of this Proposal; and (c) the execution, delivery, and performance of this Proposal does not violate applicable laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.
  - b) **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED WARRANTY IN THIS SECTION, THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE WORK, GOODS AND ALL MATERIALS, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.
  - c) **Limited Warranty by the Company.** The Company guarantees the goods, material, supplies and/or equipment used in connection with the Work for a period of one (1) year upon completion. The Company shall repair and/or replace any defect found in its work, materials, supplies and/or equipment during such period.

- d) **Warranty Coverage Exceptions.** The Limited Warranty does not cover any problem that is caused by (a) accident, abuse, neglect, shock, electrostatic discharge, degaussing, heat or humidity beyond product specifications, improper installation, operation, maintenance or modification; or (b) any misuse contrary to the instructions in the user manual, safety guidelines, and quick start guides; or (c) lost passwords; or (d) malfunctions caused by other equipment.
9. **Limitation of Liability.** IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, LIQUIDATED, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS PROPOSAL, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY THE COMPANY OR COULD HAVE BEEN REASONABLY FORESEEN BY THE COMPANY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL THE COMPANY' LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS PROPOSAL EXCEED THE AMOUNTS PAID BY CUSTOMER TO THE COMPANY UNDER THIS PROPOSAL FOR THE WORK.
10. **Indemnification.** Each Party agrees to indemnify, defend, and hold harmless the other Party and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, suits, actions, demands, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (a) any negligent, reckless or intentionally wrongful act of the indemnifying Party and/or its employees, contractors or agents, (b) any breach by the indemnifying Party and/or its employees, contractors or agents of any of the covenants contained in this Proposal to the extent caused by or arising out of the misconduct and active negligence of the indemnifying party.
11. **Confidential Information.**
- a) **Confidential Information.** Confidential Information shall mean any information disclosed by either Party (the "Discloser") to the other Party (the "Recipient"), whether orally or in writing, that is designated as confidential or is otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Proposal or by the nature of the information itself. Confidential Information includes this Proposal and its terms, related discussions and negotiations, any and all products or services used in completing the Work, business and marketing plans, forecasts, finance matters, technology and technical information, product plans and designs, and business processes disclosed by either Party.
- b) **Non-Use and Non-Disclosure.** Unless otherwise approved by the Discloser in writing, the Recipient shall not use the Confidential Information for any purposes outside the scope of this Proposal, and shall not disclose any Confidential Information to its employees or any third party other than those who have a need to know for purposes consistent with this Proposal and who have signed confidentiality agreements with the Recipient containing protections no less stringent than those herein. Recipient shall not reverse engineer, disassemble or decompile any samples, prototypes, software or other tangible objects that embody the Confidential Information provided by the Discloser to the Recipient except with the express written authorization from the Discloser. Recipient acknowledges and agrees that any unauthorized disclosure or use by the Recipient, whether intentional or unintentional, of any of the Confidential Information shall be detrimental to the Discloser. The obligation of confidentiality will expire five (5) years from the date hereof or the date of termination for any agreement, whichever is later. Upon the expiration or termination of this Proposal, each Party shall, upon request or mutual agreement, destroy or deliver to the other all Confidential Information of the other Party that it has in its possession or control. If requested, Recipient agrees to sign a certification verifying that all Confidential Information received from the Discloser and its agents has been destroyed or returned.
- c) **Exceptions.** Confidential Information shall not include any information disclosed or made available to the Recipient which (a) prior to its disclosure by the Discloser, is already lawfully and rightfully known by or available to the Recipient, (b) through no breach of this Proposal by the Recipient is or hereafter becomes generally available to the public, (c) is developed by the Recipient independently without use of or reference to the Confidential Information, (d) is lawfully received by the Recipient from a third party without restriction and without breach of this Proposal or any other agreement, or (e) is approved for public release or use by written authorization of the Discloser.
- d) **Compelled Disclosures.** If the Recipient becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, the Recipient will provide the Discloser prompt written notice, if legally permissible, and will use its best efforts to assist the Discloser in seeking a protective order or other appropriate remedies.
- e) **Other Agreements.** The Parties may enter into separate non-disclosure agreements governing the protection of the Confidential Information. To the extent the terms in such separate non-disclosure agreements are more restrictive than the terms of this Proposal, the more restrictive terms will control for the disclosure.
12. **Independent Contractor.** The Parties shall be and act as independent contractors in the performance of this Proposal. This Proposal shall not be interpreted or construed as creating or evidencing any agency, association, joint venture, partnership or franchise between the Parties. Neither Party may represent to anyone that it is an agent of the other Party or is otherwise authorized to bind or commit the other Party in any way without such other Party's prior written consent. At no time shall either Party make commitments or incur any charges or expenses for or in the name of the other Party.
13. **Assignment.** Neither this Proposal nor any right, interest or obligation hereunder may be assigned by the Customer without prior written consent from the Company. Any purported assignment by the Customer without prior written consent shall be null and void. The Company reserves the right to assign this Proposal without the prior written consent of the Customer.
14. **Severability.** If, for any reason, any provision of this Proposal shall be determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Proposal shall be enforced to the extent possible. In such case, this Proposal shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is valid, legal and enforceable so as to materially effectuate the Parties' intent.
15. **Notice.** Each notice or other communication to be given under this Proposal ("Notice") shall be in writing and be given by personal delivery, by facsimile or electronic mail with confirmed receipt, or by a reputable overnight courier with confirmed receipt to the addressee designated for the purpose by the addressee to the other Party. The initial facsimile number, addresses, and relevant person or office holder of each Party as follows:
- |   |   |
|---|---|
| <p>(a) In the case of the Customer:</p> <p>Address:</p> <p>Email:</p> <p>Facsimile:</p> <p>Attention:</p> | <p>(b) In the case of the Company:</p> <p>Address: 12961 Park Central Suite 1440, San Antonio, TX. 78216</p> <p>Email: bberry@sciensbuildingsolutions.com</p> <p>Facsimile:</p> <p>Attention: Contract Team</p> |
|---|---|
16. **Waiver.** No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Proposal shall not be a waiver of such Party's right to demand strict compliance in the future, nor shall the same be construed as a novation of this Proposal.
17. **Force Majeure.** Neither Party shall be liable for any delays in performance or for failure to perform its obligations (except for payment obligations) hereunder due to circumstances beyond its control, including but not limited to, any breach or nonperformance of this Proposal by the other Party; war, invasion, or hostilities (whether war is declared or not); terrorist threats or acts, riots, civil unrest; acts of God; acts of government; pandemics or epidemics; national or regional emergency; telecommunication breakdowns, power outages or shortages; lack of warehouse or storage space; delays in transportation, embargoes or blockades in effect on or after the date of this Proposal; strikes, labor stoppages or slowdowns, and other delays in delivery or inability of suppliers to obtain and deliver adequate or suitable materials; and other events beyond the control of either Party (each a "Force Majeure Event"). In the event of the happening of such a case, the Party whose performances is so affected (the "Impacted Party") will give prompt, written notice to the other Party, stating the period of time the same is expected to continue, and the date(s) for performance of the obligation affected shall be postponed for as long as is necessary. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Provided, however, if such delay or failure to perform continues for a period exceeding six (6) months, either Party may terminate this Proposal immediately by written notice to the other Party.

- 18. **Disputes Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 19. **Governing Law.** This Proposal shall be interpreted and construed in accordance with the laws of the state where the work is located, without regard to conflict of law principles that would require application of the laws of another jurisdiction or to the United Nations Convention on Contracts for the International Sale of Goods.
- 20. **Counterparts.** This Proposal may be executed in two or more counterparts, each of which shall be binding as of the date hereof, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Proposal to produce or account for more than one such counterpart. Counterparts delivered by email in PDF or a similar image format shall have the same effect as originals.
- 21. **Entire Agreement, Amendments.** This Proposal constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces any prior or contemporaneous undertakings, commitments or agreements, oral or written, as to its subject matter. Shall there be any conflict between this Proposal and any other written agreement or terms and conditions, this Proposal shall prevail. The Company shall not be bound by terms additional to or different from these contained in this Proposal that may appear in Customer's purchase order, work order, work authorization, or in any other communication from the Customer. Acceptance of such communication by the Company shall not constitute the Company's consent to or acceptance of any such terms. This Proposal may be modified or amended only by an instrument in writing signed by authorized representatives of the Parties on or after the date hereof.

**Warranty:**

FACS provides a one (1) year non-transferable warranty from the date of substantial completion, the owner is getting beneficial use of the system OR from the date of the final fire inspection, that all labor and equipment will be free from defects.

**DISCLAIMER AND EXCLUSION OF WARRANTIES:**

*There are no warranties extending beyond the description or face hereof. Any implied warranty of merchantability and/or of fitness for a particular purpose are hereby excluded and disclaimed. In case of defects or alleged defects, the damages claimed shall be limited solely to the replacement or repair of the allegedly defective product or workmanship. The damages claimed shall not include any incidental or consequential damages or expenses. FACS shall not be liable for, and the parties agree that no attorney's fees will be sought against FACS arising out of the materials installed or labor performed by FACS.*

Fire Alarm Control Systems representative providing quote: Lonnie Bodiford (210) 389-5230

Approved By: \_\_\_\_\_

Company: \_\_\_\_\_





## ***Agenda Item Memorandum***

**To:** MVISD Board of Trustees

**Date:** June 23, 2025

**Agenda item:** Consider Approval of RFQ 25-004 for Real Estate Broker Services

### **Background Information**

Government Code 2254 dictates that a governmental entity select a provider of professional services on the basis of demonstrated competence and qualifications. Administration posted a request for qualifications on May 6. Submissions were received on May 19 and evaluated by district staff. The top two firms then advance to an interview round with district administration.

### **Administrative Consideration**

The administration is requesting that the board approve the ranking as attached on the evaluation score sheet and delegate authority to the superintendent to negotiate a contract with the top ranked broker. Per the score sheet the top ranked broker is Harzheim Properties with Erin Braden as the lead land broker. Harzheim Properties is located in Castroville and is a full-service real estate brokerage firm. Ms. Braden brings nine years of real estate experience and has a keen understanding of the dynamics shaping our rural and rapidly growing school district.

The contract specified shall be for a period of one (1) year, with MVISD having the option to renew the agreement for two (2) additional years in one (1) year increments.

### **Supporting Documents**

- Evaluation Criteria and Score Sheet

### **Recommendation**

The administration recommends that the Board consider and approve the ranking for Real Estate Broker Services and delegate authority to the superintendent to negotiate the contract.

**4 Real Estate Broker/Agent Services**

**May 21, 2025**

<b>Vendor Name</b>	<b>(20 Points)</b>	<b>Past relevant performance of the agent (15 Points)</b>	<b>Qualifications, Knowledge, and (25 Points)</b>	<b>Understanding (20 Points)</b>	<b>Firm Stability and (10 Points)</b>	<b>(10 Points)</b>	<b>Total</b>	<b>Interview - communication and (25 Points)</b>	<b>Interview - project negotiations and (25 Points)</b>	<b>Grand Total</b>
Endura Advisory Group, GP, LLC	19	10	17	20	10	7	83.7	0	0	83.7
Sullivan Commercial Realty	19	13	22	14	10	7	85.3	0	0	85.3
Cano & Co.	20	12	20	15	10	5	81.3	0	0	81.3
<b>Harzheim Properties</b>	<b>20</b>	<b>12</b>	<b>22</b>	<b>20</b>	<b>9</b>	<b>10</b>	<b>93.0</b>	<b>24.3</b>	<b>23.0</b>	<b>140.3</b>
Galm Real Estate, LLC	20	14	23	20	10	9	95.7	20.3	22.0	138.0

May 2024 Bond Program: Financing Plan for Summer 2025 | June 23, 2025

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# Medina Valley Independent School District



**SPECIALIZED PUBLIC FINANCE INC.**  
FINANCIAL ADVISORY SERVICES

Victor Quiroga, Jr.  
Managing Director  
17721 Rogers Ranch Pkwy, Suite 140  
San Antonio, Texas 78258  
Cell: (210) 887-1810 | Office: (210) 239-0204  
victor@spfmuni.com 103

# Purpose of the Presentation

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## Objective:

- To discuss next steps for the **\$290,000,000 May 2024 Bond Program**.
- To review the two bond actions under consideration:
  - 1) Phase 2 of \$15 million **Defeasance** Program
  - 2) Parameter Sale **Bond Order** to access \$132 million for project funding

## Key Topics:

- 1) **Bond Market Update**
- 2) **May 2024 Bond Program Overview**
- 3) **District's Outstanding Debt**
- 4) **Projected Results of Phase 2 Defeasance**
- 5) **Series 2025 Bond Sale: Legal Capacity & Maximizing State Aid**

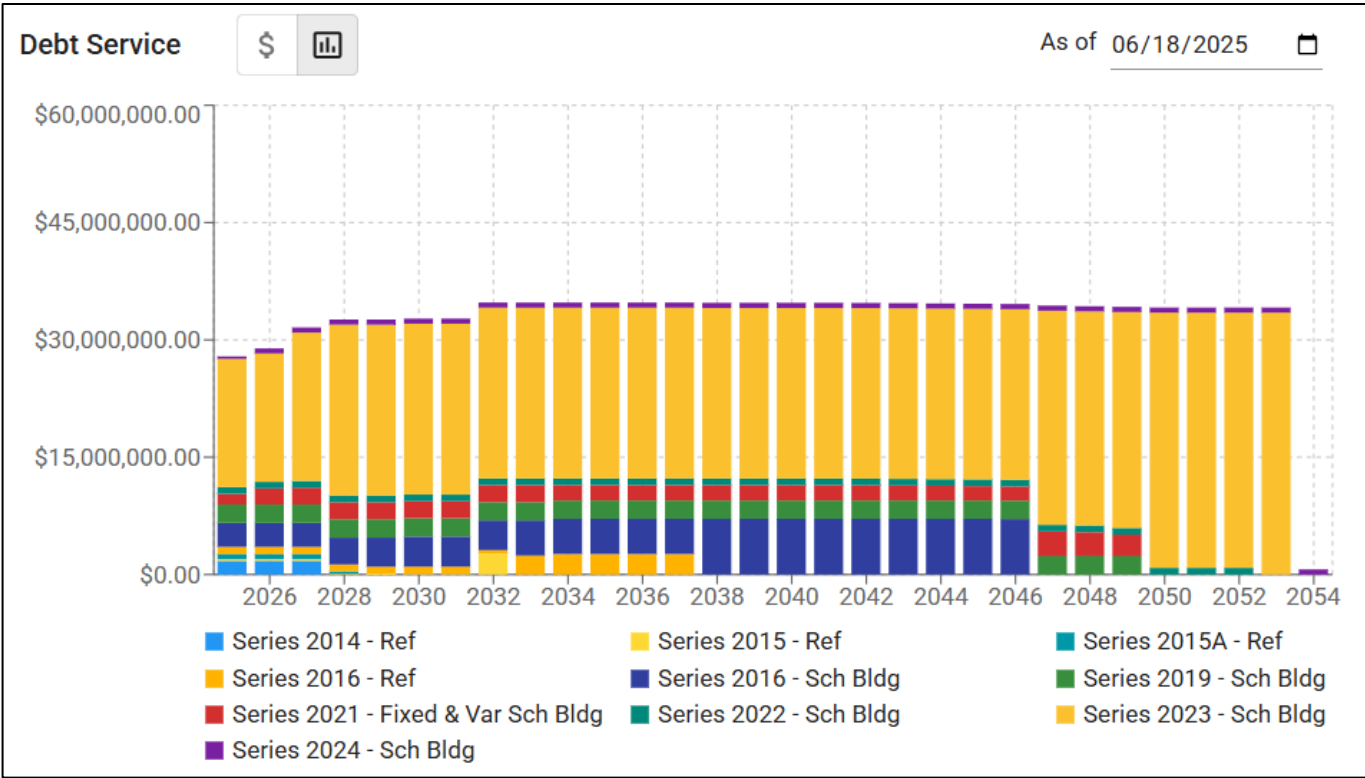
# The Long View on Tax-Exempt Rates: The Bond Buyer's G.O. Index Since 1961



# Overview of the District's Outstanding Debt

## Key Points:

- **\$547.1M** in outstanding debt across **10 bond issues**
- **Purpose:** Capital projects and refinancings
- **Terms:** 2029-2054 maturities
- **Rating:** State "AAA" (PSF guaranteed)



# Debt Service Requirements: Pre-Defeasance vs. Post-Defeasance

- Subject to Board approval, on July 9, 2025, MVISD will wire \$7,033,078 to execute the proposed Phase 2 Defeasance.

Existing D/S:		D/S Post-Defeasance:				Projected Results of Defeasance:
FYE 8/31	Existing U/L Tax D/S	FYE 8/31	Existing U/L Tax D/S	Less: Defeased D/S	Projected Total D/S	
2025	\$ 27,887,027	2025	\$ 27,887,027	\$ (137,400)	\$ 27,749,627	<p><b>1) Principal Reduction: \$6,870,000</b></p> <p><b>2) Interest Savings: \$1,394,922</b></p> <p><b>3) Delays the Maximum Annual Debt Service (“MADS”) year from 2032 to 2035.</b></p>
2026	28,914,111	2026	28,914,111	(274,800)	28,639,311	
2027	31,588,131	2027	31,588,131	(274,800)	31,313,331	
2028	32,606,481	2028	32,606,481	(921,600)	31,684,881	
2029	32,604,131	2029	32,604,131	(1,218,600)	31,385,531	
2030	32,725,781	2030	32,725,781	(1,345,600)	31,380,181	
2031	32,730,256	2031	32,730,256	(1,348,200)	31,382,056	
<b>2032</b>	<b>34,780,731</b>	2032	34,780,731	(2,907,000)	31,873,731	
2033	34,773,306	2033	34,773,306	-	34,773,306	
2034	34,776,881	2034	34,776,881	-	34,776,881	
2035	34,777,356	<b>2035</b>	<b>34,777,356</b>	-	<b>34,777,356</b>	
2036	34,775,856	2036	34,775,856	-	34,775,856	
2037	34,775,931	2037	34,775,931	-	34,775,931	
2038	34,741,831	2038	34,741,831	-	34,741,831	
2039	34,743,606	2039	34,743,606	-	34,743,606	
2040	34,742,956	2040	34,742,956	-	34,742,956	
2041	34,742,181	2041	34,742,181	-	34,742,181	
2042	34,725,556	2042	34,725,556	-	34,725,556	
2043	34,695,231	2043	34,695,231	-	34,695,231	
2044	34,658,681	2044	34,658,681	-	34,658,681	
2045	34,628,556	2045	34,628,556	-	34,628,556	
2046	34,593,094	2046	34,593,094	-	34,593,094	
2047	34,390,619	2047	34,390,619	-	34,390,619	
2048	34,304,131	2048	34,304,131	-	34,304,131	
2049	34,225,431	2049	34,225,431	-	34,225,431	
2050	34,137,981	2050	34,137,981	-	34,137,981	
2051	34,132,481	2051	34,132,481	-	34,132,481	
2052	34,137,581	2052	34,137,581	-	34,137,581	
2053	34,135,794	2053	34,135,794	-	34,135,794	
2054	658,303	2054	658,303	-	658,303	

## Action Item: Defeasance Resolution

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### What is a Bond Redemption / Defeasance?:

- **Paying off bonds early** either by directly repaying bondholders through redemption or securing future payments through defeasance.

### Strategy:

- **Defeasance Dates:**
  - Phase 1: December 16, 2024
  - **Phase 2: July 10, 2025**
- **Total Defeasance Funds: \$15 million**
- **Target Bonds:**

Phase	Bond Series	Call Date	Amount (\$)	Principal Years	Status
1	Refunding S-2014	Any Date	2,525,000	2028 - 2029	Completed Dec 2024
1	Refunding S-2015	2/15/2025	5,300,000	2029 – 2031	Completed Dec 2024
2	Refunding S-2015	8/11/2025	2,620,000	2032	Pending July 2025
2	School Bonds S-2016	2/15/2026	4,250,000	2028 - 2032	Pending July 2025

### Objectives:

- Save approximately **\$2.8 million** in interest costs for taxpayers
- Reconfigure existing debt portfolio to allow for additional capacity
- Delay Maximum Annual Debt Service (**MADS**) by 5 years, from 2028 to **2033**
- Mitigate Tier 1 pledge risk

# \$290,000,000 – May 2025 Bond Program Overview



## PROPOSITION A



### MIDDLE SCHOOL #3

A new middle school campus to relieve the exceeded capacity at our two middle schools.

**\$102M**



### ELEMENTARY #7 AND #8

Two new elementary campuses to address future projected enrollment growth.

**\$124M**



### PHYSICAL EDUCATION FACILITY IMPROVEMENTS AT MVHS

Addition of weight room and multi-purpose classroom.

**\$5.75M**



### DISTRICT-WIDE SAFETY & SECURITY

Updates to vestibules at all campuses.

**\$2.5M**



### LAND PURCHASES

Funds for land acquisition to accommodate future projected growth.

**\$14.9M**

## PROPOSITION B



### MEDINA VALLEY HS STADIUM IMPROVEMENTS

**\$29.05M**

New:

- Home & visitor seating
- Field house
- Restrooms
- Concessions
- Stadium lighting
- Press box

Seating at the track would also be renovated.



### HIGH SCHOOL #2 STADIUM EXPANSION

**\$11.8M**

Addition of:

- Seats to accommodate 6,500 spectators
- Restrooms
- Concessions
- Press box

**TOTAL \$249.15M + \$40.85M = \$290M**

## Legal Bonding Capacity & Opportunity to Maximize State Support

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### Project Funding:

- Subject to Board approval, the District may issue up to \$135 million in bonds to fund a **new Middle School and Elementary School**.

### Bond Test Capacity:

- To meet the Attorney General's bond approval requirements (AG Bond Test), the District must designate approximately **\$10.3 million** as a Tier 1 Pledge for a \$135 million bond sale.
- Currently, the District may pledge up to **\$24.4 million**, meaning it has sufficient capacity to meet this requirement.

### Timing Opportunity – State Aid Impact:

- Recently approved State legislation increases the **Homestead Exemption from \$100,000 to \$140,000**, effective **September 1, 2025**, subject to voter approval.
- Bond issues **closed before 9/1/25** will qualify for “**hold harmless**” protection, receiving **Additional State Aid for Homestead Exemption (ASAHE)**.

### Estimated Financial Benefit:

- If the District issues and closes, up to \$135 million, before 9/1/25, it is expected to receive approximately **\$24.8 million in ASAHE** over the life of the bonds.

# Tier 1 Pledge Projection Comparison

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<b>Analysis: May 13, 2025</b>	
<b>Bond Amount</b>	<b><i>Tier 1 Pledge Assumption *</i></b>
<b>70,000,000</b>	<b>3,100,000</b>
<b>132,000,000</b>	<b>7,000,000</b>

Preliminary values included \$100k State-Mandated Homestead Exemption

<b>Analysis: June 10, 2025</b>	
<b>Bond Amount</b>	<b><i>Tier 1 Pledge Assumption *</i></b>
<b>70,000,000</b>	<b>6,200,000</b>
<b>135,000,000</b>	<b>10,300,000</b>

Revised analysis assumes a \$140k State-Mandated Homestead Exemption

(\*) *Conservative estimates for planning purposes only.*

# ASAHE State Funding Projection for Existing Debt Service

FYE 8/31	Existing U/L Tax D/S	Less: Defeased D/S	Projected Total D/S	Less: State Assist. For Homestead	Projected Total Net D/S
2026	\$ 28,914,111	\$ (274,800)	\$ 28,639,311	\$ (5,892,909)	\$ 22,746,402
2027	31,588,131	(274,800)	31,313,331	(6,414,115)	24,899,216
2028	32,606,481	(921,600)	31,684,881	(6,501,707)	25,183,174
2029	32,604,131	(1,218,600)	31,385,531	(6,476,213)	24,909,319
2030	32,725,781	(1,345,600)	31,380,181	(6,490,610)	24,889,572
2031	32,730,256	(1,348,200)	31,382,056	(6,490,948)	24,891,108
2032	34,780,731	(2,907,000)	31,873,731	(6,816,146)	25,057,585
2033	34,773,306	-	34,773,306	(6,892,320)	27,880,986
2034	34,776,881	-	34,776,881	(7,077,836)	27,699,045
2035	34,777,356	-	34,777,356	(7,078,011)	27,699,345
2036	34,775,856	-	34,775,856	(7,077,610)	27,698,246
2037	34,775,931	-	34,775,931	(7,077,756)	27,698,175
2038	34,741,831	-	34,741,831	(6,988,278)	27,753,553
2039	34,743,606	-	34,743,606	(6,988,723)	27,754,883
2040	34,742,956	-	34,742,956	(6,988,510)	27,754,446
2041	34,742,181	-	34,742,181	(6,988,429)	27,753,752
2042	34,725,556	-	34,725,556	(6,985,150)	27,740,406
2043	34,695,231	-	34,695,231	(6,979,527)	27,715,704
2044	34,658,681	-	34,658,681	(6,972,555)	27,686,126
2045	34,628,556	-	34,628,556	(6,966,451)	27,662,105
2046	34,593,094	-	34,593,094	(6,958,729)	27,634,365
2047	34,390,619	-	34,390,619	(6,706,329)	27,684,290
2048	34,304,131	-	34,304,131	(6,690,098)	27,614,033
2049	34,225,431	-	34,225,431	(6,674,166)	27,551,265
2050	34,137,981	-	34,137,981	(6,586,688)	27,551,293
2051	34,132,481	-	34,132,481	(6,585,879)	27,546,602
2052	34,137,581	-	34,137,581	(6,586,687)	27,550,894
2053	34,135,794	-	34,135,794	(6,586,304)	27,549,490
2054	658,303	-	658,303	(56,134)	602,169
<b>Totals</b>	<b>\$ 980,109,998</b>	<b>\$ (8,428,000)</b>	<b>\$ 971,681,998</b>	<b>\$ (192,950,651)</b>	<b>\$ 785,764,424</b>

# ASAHE State Funding Project with \$135 million Bond Sale

FYE 8/31	Existing U/L Tax D/S	Less: Defeased D/S	\$135,000,000 Series 2025 8/28 5.00%	Projected Total D/S	Less: State Assist. For Homestead	Projected Total Net D/S
2026	\$ 28,914,111	\$ (274,800)	\$ 6,876,046	\$ 35,515,357	\$ (6,479,231)	\$ 29,036,126
2027	31,588,131	(274,800)	6,751,500	38,064,831	(6,990,183)	31,074,649
2028	32,606,481	(921,600)	8,355,375	40,040,256	(7,214,172)	32,826,084
2029	32,604,131	(1,218,600)	8,356,000	39,741,531	(7,188,731)	32,552,801
2030	32,725,781	(1,345,600)	8,357,250	39,737,431	(7,203,234)	32,534,197
2031	32,730,256	(1,348,200)	8,354,000	39,736,056	(7,203,296)	32,532,760
2032	34,780,731	(2,907,000)	8,356,000	40,229,731	(7,528,664)	32,701,067
2033	34,773,306	-	8,357,875	43,131,181	(7,775,035)	35,356,146
2034	34,776,881	-	8,354,500	43,131,381	(7,790,226)	35,341,155
2035	34,777,356	-	8,355,625	43,132,981	(7,790,497)	35,342,484
2036	34,775,856	-	8,355,875	43,131,731	(7,790,117)	35,341,614
2037	34,775,931	-	8,355,000	43,130,931	(7,790,189)	35,340,742
2038	34,741,831	-	8,357,625	43,099,456	(7,700,935)	35,398,521
2039	34,743,606	-	8,353,500	43,097,106	(7,701,028)	35,396,078
2040	34,742,956	-	8,357,250	43,100,206	(7,701,135)	35,399,072
2041	34,742,181	-	8,353,500	43,095,681	(7,700,734)	35,394,947
2042	34,725,556	-	8,356,875	43,082,431	(7,697,743)	35,384,689
2043	34,695,231	-	8,356,875	43,052,106	(7,692,120)	35,359,986
2044	34,658,681	-	8,353,250	43,011,931	(7,684,839)	35,327,093
2045	34,628,556	-	8,355,500	42,984,056	(7,678,927)	35,305,130
2046	34,593,094	-	8,353,125	42,946,219	(7,671,001)	35,275,217
2047	34,390,619	-	8,355,625	42,746,244	(7,418,815)	35,327,429
2048	34,304,131	-	8,357,375	42,661,506	(7,402,734)	35,258,773
2049	34,225,431	-	8,353,000	42,578,431	(7,386,428)	35,192,003
2050	34,137,981	-	8,356,875	42,494,856	(7,299,281)	35,195,576
2051	34,132,481	-	8,353,375	42,485,856	(7,298,173)	35,187,683
2052	34,137,581	-	8,356,875	42,494,456	(7,299,280)	35,195,177
2053	34,135,794	-	8,356,625	42,492,419	(7,298,875)	35,193,544
2054	658,303	-	8,357,000	9,015,303	(768,737)	8,246,566
2055	-	-	8,357,250	8,357,250	(712,625)	7,644,625
2056	-	-	8,356,625	8,356,625	(722,012)	7,634,613
2057	-	-	8,354,375	8,354,375	(710,122)	7,644,253
2058	-	-	8,354,625	8,354,625	(710,143)	7,644,482
2059	-	-	8,356,375	8,356,375	(710,292)	7,646,083
2060	-	-	8,353,750	8,353,750	(710,069)	7,643,681
Totals	\$ 980,109,998	\$ (8,428,000)	\$ 289,362,296	\$ 1,261,044,294	\$ (217,795,452)	\$ 1,050,281,919

## Action Item: Parameter Sale Bond Order

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### Purpose:

- Authorizes the Administration to enter the bond market at an optimal time to secure the best interest rate. Grants authority to the **Board President** and/or **Superintendent** to finalize sale documents.

### Scope:

- Sets a limit on the amount from the May 2024 Bond Authorization, capped at **\$132 million** of the remaining **\$278.8 million** May 2024 voter-approved authorization.

### Preliminary Bond Components:

- **\$70,800,000** – Middle School #3
- **\$61,200,000** – Elementary School #7

### Validity:

- Expires **12 months** from approval date.

## Financing Plan Goals: \$132,000,000 Series 2025 Bond Issue

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- **Projects:** New Middle School and Elementary School
- **Project Fund Deposit:** \$132,000,000
- **Repayment Term:** 35 years
- **Interest Rate:** Fixed
- **Sale Method:** Negotiated
- **Bond Rating:** “AAA” by S&P (PSF Bond Guarantee Program)
- **Sale Timeline:**
  - **Market Entry:** Wednesday, August 6, 2025
  - **Transaction Closing:** Thursday, August 21, 2025
  - **First payment:** Thursday, August 28, 2025
- **Financial Impact:** No I&S Tax Rate Impact



## ***Agenda Item Memorandum***

**To:** MVIDS Board of Trustees

**Date:** June 23, 2025

**Agenda item:** Consider Approval of a Defeasance Resolution

### **Background Information**

A defeasance resolution allows the district to pay off bond debt early for fiscal savings, increased debt capacity, and improved long-term fiscal health. The Board approved the use of Bond 2023 investment earnings for the payment of Series 2023 debt payments in February 2025 and August 2025 providing the available funds from 2024 I&S tax property tax collections to redeem or defease debt.

### **Administrative Consideration**

The administration is asking the Board to consider approving a defeasance resolution, which would allow the district to repay debt issues from the Series 2015 Refunding and Series 2016 Bonds in the estimated amount just over \$7 million. This action would save taxpayers approximately \$1.4 million in interest costs and reconfigure the existing debt portfolio to allow for additional capacity.

### **Supporting Documents**

- Defeasance Resolution

### **Recommendation**

The administration recommends that the Board consider and approve the defeasance resolution as presented.

**A RESOLUTION BY THE BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT PROVIDING FOR THE DEFEASANCE AND CALLING FOR REDEMPTION CERTAIN CURRENTLY OUTSTANDING OBLIGATIONS; DIRECTING THE BOARD SECRETARY, OR A DESIGNEE THEREOF, TO EFFECTUATE THE REDEMPTION OF THESE OBLIGATIONS; AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; DELEGATING TO CERTAIN DISTRICT OFFICIALS AND STAFF THE AUTHORITY TO EFFECTUATE MATTERS HEREIN RESOLVED; AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the Board previously adopted various orders (collectively, the *Original Order*) authorizing the issuance of the District's currently outstanding unlimited tax obligations (collectively, the *Obligations*), certain of which are subject to redemption at the District's option; and

WHEREAS, the Original Order provides the notice requirements to effectuate the redemption and defeasance of the Obligations that are subject to redemption prior to their applicable Stated Maturity; and

WHEREAS, it is in the best interest of the District and its residents to defease certain of the Obligations (the *Defeased Obligations*) to their first optional redemption date, extinguishing the District's payment obligations with respect thereto at the time of defeasance, and calling the Defeased Obligations on their first optional redemption date, all as herein provided; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1. The Board hereby authorizes an Authorized Official (defined herein) to use District funds realized from prior interest and sinking fund tax collections or any other lawfully available source (the *Defeasance Proceeds*), in an amount necessary and sufficient to defease, to their date of early redemption, the Defeased Obligations, which shall be determined by an Authorized Official and set forth in Exhibit A hereto. An Authorized Official shall accomplish the defeasance of the Defeased Obligations by establishing and funding with Defeasance Proceeds prior to the end of the District's 2024-2025 fiscal year the hereinafter-defined Escrow Fund pursuant to the provisions of Section 3 hereof. An Authorized Official shall identify the maximum principal amount of Defeased Obligations that can be defeased after taking into consideration District funds from the sources identified above, interest earnings on Escrow Fund deposits, and final costs related to establishment of the Escrow Fund, with the goal of maximizing the principal amount of the Defeased Obligations. District officials currently estimate that the Defeased Obligations will be between \$7,000,000 and \$8,000,000 (and will not exceed such amount). The final determination will be made by the District after current taxes become delinquent and the tax collections available for defeasance are ascertained.

SECTION 2. The District hereby calls for redemption on their first date of optional redemption, the Defeased Obligations. This election to redeem is irrevocable upon adoption of this Resolution by the Board. The form of the Notice of Redemption for the Defeased Obligations is attached as Exhibit B hereto and incorporated by reference for all purposes.

SECTION 3. The Escrow and Trust Agreement, dated as of June 23, 2025 (the *Agreement*), by and between the District and the Escrow Agent and relating to the Defeased Obligations and attached hereto as Exhibit C and incorporated herein by reference as a part of this Resolution for all purposes, is hereby approved as to form and content, and such Agreement, together with such changes or revisions as may be necessary to accomplish the defeasance of the Defeased Obligations or benefit the District, is hereby authorized to be executed by an Authorized Official, for and on behalf of the District and as the act and deed of this Board; and such Agreement as executed by said Authorized Official shall be deemed approved by the Board and constitute the Agreement herein approved.

Furthermore, each Authorized Official, the District's Financial Advisor (Specialized Public Finance Inc.), and the District's Bond Counsel (McCall, Parkhurst & Horton L.L.P.), in cooperation with the Escrow Agent, are hereby authorized and directed to make the necessary arrangements for the deposit of cash and/or the purchase of any securities referenced in the Agreement and the delivery thereof to the Escrow Agent upon delivery to the Escrow Agent of the Defeasance Proceeds for deposit to the credit of the "MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT DEFEASANCE ESCROW FUND" (the *Escrow Fund*), as may be modified in name to reference the appropriate Defeasance Obligations, and may include the execution of the subscription forms, if any, for the purchase and issuance of the "United States Treasury Securities - State and Local Government Series" for deposit to the Escrow Fund; all as contemplated and provided by the provisions of Chapter 1207, as amended, Texas Government Code, this Resolution, and the Agreement.

SECTION 4. The President and Secretary of the Board are authorized and instructed to give notice of redemption described herein to the paying agent/registrar for the Defeased Obligations for further delivery thereby to the holders of such Defeased Obligations, as provided in the Original Order.

SECTION 5. The Board hereby appoints Public Finance Partners LLC (the *Verification Agent*) to verify the sufficiency of the deposit to the Escrow Fund to accomplish the defeasance of the Defeased Obligations, to the extent such appointment is necessary or desired.

SECTION 6. Each Authorized Official is authorized to evidence adoption of this Resolution and to do any and all things necessary or convenient to effect the redemption of the Defeased Obligations herein described and otherwise give effect to the intent and purpose hereof.

SECTION 7. The Board hereby directs that Defeasance Proceeds shall include amounts sufficient to pay professional fees and expenses of the District's Bond Counsel, the District's Financial Advisor, the Escrow Agent, the Verification Agent, the paying agent/registrar for the Defeased Obligations, respectively, and any other party whose services have been determined by the District to be necessary to accomplish the purpose and intent of this Resolution. Use of Defeasance Proceeds to pay these expenses is hereby approved.

SECTION 8. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 9. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 10. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 11. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 12. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 13. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, the Board hereby delegates to the Board President, Board Vice President, Board Secretary, Superintendent of Schools, Chief Financial Officer, or their designee (each of the foregoing, an *Authorized Official*) the authority to independently select the counterparty to any agreement with the Escrow Agent, Verification Agent or any other contract that is determined by an Authorized Official, the District's Financial Advisor, or Bond Counsel to be necessary or incidental to carry out the provisions of this Resolution, as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code, as amended (collectively, the *Ancillary Bond Contracts*); and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the District. The Board has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts.

SECTION 14. Capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Original Order.

SECTION 15. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

\* \* \*

PASSED AND APPROVED, this the 23rd day of June, 2025.

MEDINA VALLEY INDEPENDENT SCHOOL  
DISTRICT

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President, Board of Trustees

ATTEST:

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Secretary, Board of Trustees

(DISTRICT SEAL)

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**EXHIBIT A**  
**DEFERRED OBLIGATIONS**

**EXHIBIT B**

**NOTICES OF REDEMPTION**

*(See Tab \_\_)*

**EXHIBIT C**

**ESCROW AGREEMENT**

*(See Tab \_\_)*



## ***Agenda Item Memorandum***

**To:** MVIDS Board of Trustees

**Date:** June 23, 2025

**Agenda item:** Consider Approval of an Order Authorizing the Issuance of Bonds

### **Background Information**

Medina Valley ISD voters approved a bond election on May 4, 2024 for a total of \$290 million for the construction of the following projects: Middle School #3, Elementary #7, Elementary #8, MVHS physical education facility improvements, district-wide safety and security updates, land purchases, Medina Valley High School stadium improvements and High School #2 stadium expansion. The Board authorized the issuance of \$82 million in November 2024, of which \$11.2 million were sold in December 2024, leaving \$70.8 million remaining to be issued in July 2025. Due to the passage of property tax relief during the legislative session and anticipated property value growth, administration and the finance and construction committees have looked at the benefits of increasing the authorization to include the \$62 million needed for Elementary #7.

### **Administrative Consideration**

The administration is asking the Board to consider approving an order authorizing the district's administration to issue not more than \$132 million in bonds to fund the construction of Middle School #3 and Elementary #7.

### **Supporting Documents**

- Order Authorizing the Issuance of Bonds

### **Recommendation**

The administration recommends that the Board consider and approve the order authorizing the issuance of bonds as presented.

**AN ORDER BY THE BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF “MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2025”; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN OFFICIAL BID FORM; COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; DELEGATING THE AUTHORITY TO CERTAIN DISTRICT STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Board of Trustees (the *Governing Body*) of the Medina Valley Independent School District (the *Issuer* or the *District*) hereby finds and determines that school building bonds in the total amount of \$\_\_\_\_\_ (being the principal amount of \$\_\_\_\_\_, plus an allocated amount of the [net] premium of \$\_\_\_\_\_), being the second installment or series of school building bonds approved and authorized to be issued at an election held on May 4, 2024 (the *Election*), should be issued and sold at this time; the respective authorized purposes and amounts authorized to be issued therefor, amounts previously issued, amounts being issued pursuant to this order, and amounts remaining to be issued from such voted authorizations subsequent to the date hereof as follows:

Authorized Purposes: designing, constructing, renovating, improving, upgrading, updating, modernizing, acquiring, and equipping (i) school facilities (and any necessary or related removal of existing facilities), with priority given to Middle School #3, Elementary Schools #7 and #8, physical education improvements to Medina Valley High School, District-wide safety and security, and the purchase of the necessary sites for school facilities, and (ii) Panther Stadium at Medina Valley High School and stadium facilities at New High School No. 2

<u>Purpose</u>	<u>Date Authorized</u>	<u>Amount (\$)</u> <u>Authorized</u>	<u>Amount (\$)</u> <u>Previously</u> <u>Issued</u>	<u>Amount (\$)</u> <u>Being Issued*</u>	<u>Unissued</u> <u>Balance (\$)</u>
School Facilities and Security, Purchase of Land	May 4, 2024	249,150,000	-0-		
Stadium	May 4, 2024	<u>40,850,000</u>	<u>11,200,000</u>		
		290,000,000	-		

\*Includes the Bonds and certain [net] premium allocations.

WHEREAS, pursuant to the provisions of Chapter 45, as amended, Texas Education Code (*Chapter 45*), and Chapter 1371, as amended, Texas Government Code (*Chapter 1371*), the Issuer is authorized to issue unlimited tax school building bonds for authorized purposes; and

WHEREAS, the Governing Body hereby finds and determines that, pursuant to the authority provided by Chapter 1371, the delegation of each Authorized Official (defined herein) with the authority to execute the Approval Certificate (a form of which is attached hereto as Exhibit A) to approve the final terms as set forth in the Approval Certificate is in the best interest of the Issuer; and

WHEREAS, the Board hereby finds and determines that the capital improvements identified in Measure A and the corresponding Proposition A of the order authorizing the Election were submitted to the qualified voters of the District as a single proposition pursuant to Section 45.003(g) of the Texas Education Code, as amended, because these capital improvements will be predominantly used for educational and administrative purposes, none of which are the type of facilities described in Section 45.003(g)(1-6) of the Texas Education Code, as amended; and

WHEREAS, the Governing Body hereby finds and determines that the issuance of the school building bonds is in the best interests of the residents of the Issuer; now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1: Authorization - Designation - Principal Amount - Purpose - Bond Date. Unlimited tax school building bonds of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of \$\_\_\_\_\_ to be designated and bear the title “MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2025” (the *Bonds*), for the purposes of providing funds for (i) the purposes authorized under the Election; and (ii) paying the costs of issuing the Bonds, pursuant to the authority conferred by the Election and in conformity with the laws of the State of Texas, including Chapter 45 and Chapter 1371. The Bonds shall be dated \_\_\_\_\_, 2025 (the *Bond Date*) and interest shall accrue as provided in Section 2 hereof.

As authorized by Chapter 1371, each Authorized Official (as defined herein) is authorized, appointed, and designated as the officer of the District authorized to act on behalf of the District in selling and delivering the Bonds authorized herein and carrying out the procedures specified in this Order, including the method of sale (whether competitive or negotiated), approval of the aggregate principal amount of each maturity of the Bonds, the redemption provisions therefor, the Bond Date thereof, the designation of the Bonds as taxable or tax-exempt obligations, and the rate of interest to be borne on the principal amount of each series. Each Authorized Official, acting for and on behalf of the District, is authorized to execute the Approval Certificate attached as Exhibit A hereto. All series of Bonds shall be issued in the principal amount not to exceed [\$135,000,000], the latest permitted maturity of any series of Bonds will be August 15, 2064, the federal arbitrage yield on each series of Bonds to be issued pursuant to this Order shall not exceed the highest rate permitted by applicable State law, and the final series of Bonds issued hereunder must be sold not later than June 23, 2026 (though a particular series of Bonds sold in accordance with this provision

may occur after June 23, 2026, so long as such closing period is determined by an Authorized Official to be of reasonable duration).

Each Authorized Official, acting for and on behalf of the District, is authorized, to complete and execute an Approval Certificate, in substantially the form attached as Exhibit A hereto. The execution of the Approval Certificate shall evidence the sale date of the Bonds by the District to the initial purchasers thereof. Upon execution of an Approval Certificate, Bond Counsel is authorized to complete a copy of this Order as evidence of the issuance of the Bonds pursuant to the delegated authority granted hereunder and to reflect such final terms for the Bonds, which includes selection of the appropriate terms to reflect the final transaction structure and terms of sale evidenced in the Approval Certificate. In addition to the foregoing, each Authorized Official is authorized to execute, as the act and deed of the District and on behalf of the Board, any and all contracts, agreements, letters, and certificates, relative to the Bonds that may be required by this Order, as supplemented in the manner described above, or determined to be necessary or advisable in connection with the issuance of Bonds hereunder. It is further provided, however, that notwithstanding the foregoing provisions, no Bonds shall be delivered unless prior to delivery, the Bonds shall have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations, without coupons shall be issued in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), shall be lettered “R” and numbered consecutively from One (1) upward and principal shall become due and payable on February 15 in each of the years and in amounts as described below (the *Stated Maturities*) and bear interest at the rates per annum in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
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The Bonds shall bear interest on the unpaid principal amounts from the Delivery Date (scheduled to occur on December 18, 2024), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable semiannually on each February 15 and August 15, commencing \_\_\_\_\_, 2026 (each, an *Interest Payment Date*).

SECTION 3: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds due and payable by reason of Stated Maturity, redemption, or otherwise shall be payable, without exchange or collection charges to the registered owners of the Bonds (the *Holder* or *Holder*s), appearing on the Security Register (hereinafter defined) maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of UMB Bank, N.A., Dallas, Texas (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto, in substantially final form, as Exhibit B, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, (ii) an association or a corporation organized and doing business under the laws of the United States or any state, authorized under such laws to exercise trust powers. The Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate trust office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the Holder whose name appears on the Security Register (i) on the Record Date (hereinafter defined) for purposes of paying interest on the Bonds, and (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof and redemption premium thereon, if any, upon redemption of the Bonds or at the Bonds' Stated Maturity. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each Interest Payment Date for the Bonds) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the fifteenth day next preceding the date of mailing of such notice.

#### SECTION 4: Redemption.

A. Mandatory Redemption of Bonds. The Bonds stated to mature on \_\_\_\_\_, 20\_\_, \_\_\_\_\_, 20\_\_, \_\_\_\_\_, 20\_\_, and \_\_\_\_\_, 20\_\_ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to its stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 15 in the years as set forth below:

Term Bonds  
Stated to Mature  
on \_\_\_\_\_,  
20\_\_

Year      Principal  
Amount (\$)

Term Bonds  
Stated to Mature  
on \_\_\_\_\_,  
20\_\_

Year      Principal  
Amount (\$)

Term Bonds  
Stated to Mature  
on \_\_\_\_\_,  
20\_\_

Year      Principal  
Amount (\$)

Term Bonds  
Stated to Mature  
on \_\_\_\_\_,  
20\_\_

Year      Principal  
Amount (\$)

\*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bond of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption of Bonds. The Bonds having Stated Maturities on and after \_\_\_\_\_, 20\_\_ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on \_\_\_\_\_, 20\_\_, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Issuer shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Issuer to exercise the right to redeem the Bonds shall be entered in the minutes of the Governing Body of the Issuer.

D. Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to the redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the Issuer and at the Issuer's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the time such notice of redemption is mailed, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bond (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Bonds shall not be deemed to be Outstanding.

F. Transfer/Exchange of Bonds. Neither the Issuer nor the Paying Agent/Registrar shall be required to transfer or exchange any Bonds called for redemption, in whole or in part, during a period beginning forty-five (45) days prior to the redemption date; provided, however such limitation shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to partial redemption.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of like kind

or of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond (other than the Initial Bond authorized in Section 7 hereof) at the corporate trust office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the Issuer of authorized denomination and having the same Stated Maturity and of a like aggregate principal amount and interest rate as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the Issuer to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or sent by United States registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 15 of this Order in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

**SECTION 6: Execution - Registration.** The Bonds shall be executed on behalf of the Issuer by the President or Vice President of the Governing Body under its seal reproduced or impressed thereon and attested by the Secretary of the Governing Body. The signature of said officers on the Bonds may be manual, electronic, or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the Issuer on the Bond Date shall be deemed to be duly executed on behalf of the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the Purchasers and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual, facsimile, or electronic signature or otherwise, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual, facsimile, or electronic signature. Either of these certificates upon any Bond shall be conclusive evidence, and the only evidence required, that such Bond has been duly certified or registered and delivered.

SECTION 7: Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered Bond in the aggregate principal amount of \$\_\_\_\_\_ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the *Initial Bond*), and the Initial Bond shall be registered in the name of the Purchasers or the designee thereof, as further described in Section 16 hereof. The Initial Bond shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including the guarantee of the Permanent School Fund, insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

*[The remainder of this page intentionally left blank.]*

B. Form of Definitive Bond.

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

United States of America  
State of Texas  
Counties of Medina and Bexar  
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2025

Bond Date: \_\_\_\_\_, 2025      Interest Rate: \_\_\_\_\_      Stated Maturity: \_\_\_\_\_      CUSIP NO: \_\_\_\_\_

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The Medina Valley Independent School District (the *Issuer*), a body corporate and political subdivision in the Counties of Medina and Bexar, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the Stated Maturity date specified above (or so much as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the Delivery Date (scheduled to be December 18, 2024), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or to Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable semiannually on each February 15 and August 15, commencing \_\_\_\_\_, 2026 (each, an *Interest Payment Date*).

Principal and premium, if any, of this Bond shall be payable to the Holder hereof, upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ \_\_\_\_\_ (the *Bonds*) pursuant to an order adopted by the Governing Body of the Issuer (the *Order*) for the purpose of providing funds for (i) the purposes authorized under the Election; and (ii) paying the costs of issuing the Bonds, pursuant to the authority conferred by the Election and in conformity with the laws of the State of Texas, including Chapter 45 and Chapter 1371.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property within the Issuer.

The Bonds stated to mature on \_\_\_\_\_, 20\_\_, \_\_\_\_\_, 20\_\_, \_\_\_\_\_, 20\_\_, and \_\_\_\_\_, 20\_\_ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to its stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 15 in the year as set forth below:

<p>Term Bonds Stated to Mature on _____, 20__</p>	<p>Term Bonds Stated to Mature on _____, 20__</p>
<p><u>Year</u>      <u>Principal</u> <u>Amount (\$)</u></p>	<p><u>Year</u>      <u>Principal</u> <u>Amount (\$)</u></p>

<p>Term Bonds Stated to Mature on _____, 20__</p>	<p>Term Bonds Stated to Mature on _____, 20__</p>
<p><u>Year</u>      <u>Principal</u> <u>Amount (\$)</u></p>	<p><u>Year</u>      <u>Principal</u> <u>Amount (\$)</u></p>

\*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bond of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and

canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Order, the Bonds stated to mature on and after \_\_\_\_\_, 20\_\_ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on \_\_\_\_\_, 20\_\_, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by the Paying Agent/Registrar and subject to the terms and provisions relating thereto contained in the Order. If this Bond is subject to prior redemption and is of a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office there shall be issued to the Holder hereof, without charge therefor, for the then unredeemed balance of the principal sum hereof, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided by the Order.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable thereon from and after the redemption date on the principal amount scheduled to be redeemed. If this Bond is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond, within forty-five (45) days from the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond that is redeemed in part.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to its Stated Maturity and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned to them in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred only upon its presentation and surrender at the corporate trust office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Holder hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying

Agent/Registrar. When a transfer occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same principal amount that remains Outstanding will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, or redemption, in whole or in part, and (iii) on any date as the owner for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the Special Payment Date--which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the fifteenth day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the Issuer is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the Issuer have been properly done, have happened, and have been performed in regular and due time, form and manner as required by the laws of the State of Texas and the Order; that the Bonds do not exceed any Constitutional or statutory limitations; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesaid. In case any provision in this Bond or application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Bond shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Board of Trustees of the Issuer has caused this Bond to be duly executed under its official seal.

MEDINA VALLEY INDEPENDENT  
SCHOOL DISTRICT

\_\_\_\_\_  
President, Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

(ISSUER SEAL)

C. \*Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF §  
PUBLIC ACCOUNTS §  
THE STATE OF TEXAS § REGISTER NO. \_\_\_\_\_  
§

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this \_\_\_\_\_

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

\*NOTE TO PRINTER: Do Not Print on Definitive Bonds.

D. \*Form of Registration Certificate of Paying Agent/Registrar to Appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Order; the Bond or Bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: UMB Bank, N.A., Dallas, Texas, as  
Paying Agent/Registrar

\_\_\_\_\_  
By: \_\_\_\_\_  
Authorized Signature

\*NOTE TO PRINTER: Print on Definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): \_\_\_\_\_

\_\_\_\_\_  
(Social Security or other identifying number): \_\_\_\_\_  
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

\_\_\_\_\_

*[The remainder of this page intentionally left blank.]*

F. The Initial Bond for the Bonds shall be in the form set forth therefor in paragraph B of this Section, except as follows:

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED  
NO. T-1

REGISTERED  
PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

United States of America  
State of Texas  
Counties of Medina and Bexar  
MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2025

Bond Date: \_\_\_\_\_, 2025      Interest Rate: "As Shown Below"      Stated Maturity: "As Shown Below"      CUSIP NO: \_\_\_\_\_

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The Medina Valley Independent School District (the *Issuer*), a body corporate and political subdivision in the Counties of Medina and Bexar, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the 15th day of February in each of the years and in the Principal Amounts and bearing interest at the per annum rates in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
-------------------------------------	-----------------------------------	-------------------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Delivery Date (scheduled to be December 18, 2024) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on each February 15 and August 15, commencing \_\_\_\_\_, 2026 (each, an *Interest Payment Date*).

Principal and premium, if any, of this Bond shall be payable at its Stated Maturity or prior redemption, while Outstanding, to the Holder hereof, upon its presentation and surrender, at the corporate trust office of UMB Bank, N.A., Dallas, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. Permanent School Fund or Insurance Legends. If bond insurance is obtained by the Purchasers, or if the Bonds are guaranteed by the Permanent School Fund of the State of Texas, the Definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the insurer to appear under the following header:

[BOND INSURANCE]      [PERMANENT SCHOOL FUND GUARANTEE]  
[END OF FORMS]

SECTION 9: Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Section 37 of this Order have the meanings assigned to them in Section 37 of this Order, and all such terms, include the plural as well as the singular; (ii) all references in this Order to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Official* shall mean each of the President, Board of Trustees, the Vice President, Board of Trustees, the Secretary, Board of Trustees, the Superintendent of Schools, and the Chief Financial Officer (or any successor to any of the aforementioned persons serving, or any person serving on an interim basis or in an acting position in the indicated capacity).

B. The term *Closing Date* shall mean the date of physical delivery of the Initial Bond in exchange for the payment of the agreed purchase price for the Bonds.

C. The term *Government Securities* shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a

state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

D. The term *Holder or Holders* shall mean the registered owner or owners of the Bonds appearing on the Security Register maintained by the Paying Agent/Registrar.

E. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being semiannually on each February 15 and August 15, commencing \_\_\_\_\_, 2026, while any of the Bonds remain Outstanding.

F. The term *Order* shall mean this order adopted by the Governing Body on the date hereof.

G. The term *Outstanding* shall mean, as of the date of determination, all Bonds issued and delivered under this Order, except:

(1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the Issuer in accordance with the provisions of Section 20 of this Order; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 15 of this Order.

H. The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 16 of this Order.

I. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on February 15 of each year as set forth in Section 2 of this Order.

SECTION 10: Bond Fund – Investments. For the purpose of paying the principal of, premium, if any, and interest on the Bonds, at the earlier of redemption or Stated Maturity, there shall be and is hereby created a special Fund to be designated “SERIES 2025 MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS INTEREST AND SINKING FUND” (the *Bond Fund*), which Fund shall be kept and maintained at the Issuer’s depository bank, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 18. Any Authorized Official of the Issuer is hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the principal of and interest on the Bonds as the same become due and payable, or the purchase price thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the purchase price or the amount of principal, premium, if any, and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be

deposited with the Paying Agent/Registrar on or before the fifteenth day next preceding each interest and principal payment date for the Bonds. To the extent that the Issuer receives an allocation from the Existing Debt Allotment or the Instructional Facilities Allotment established pursuant to Chapter 46, as amended, Texas Education Code or credits a portion of its Basic Allotment established pursuant to Subchapter B of Chapter 42, as amended, Texas Education Code, in order to satisfy Section 45.0031, as amended, Texas Education Code, the Issuer will comply with the provisions of Section 46.009(d), as amended, Texas Education Code and the aforementioned Section 45.0031 concerning the deposit of these funds into the Bond Fund.

Pending the transfer of funds to the Paying Agent/Registrar, money in any fund created and established pursuant to the provisions of this Order may, at the option of the Issuer, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from the Bond Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any funds created pursuant to the provisions of this Order shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

**SECTION 11: Levy of Taxes – Surplus Bond Proceeds.** To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the Issuer, without legal limit as to rate or amount, sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars valuation of taxable property in the Issuer for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of, premium, if any, and interest on the Bonds, while any Bond remains Outstanding; full allowance being made for delinquencies and costs of collection. The taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the Issuer and shall be deposited into the Bond Fund; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

Accrued interest on the Bonds received from the Purchasers, if any, and any surplus proceeds, including investment income therefrom, from the sale of the Bonds (which includes unspent investment income from Bond proceeds) not expended for authorized purposes shall be

deposited into the Bond Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in the Bond Fund from ad valorem taxes.

SECTION 12: Security of Funds. All money on deposit in the Fund for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Fund shall be used only for the purposes permitted by this Order.

SECTION 13: Notices to Holders – Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 14: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 15: Mutilated – Destroyed – Lost and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity, interest rate, and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond, or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses or charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 16: Sale of Bonds at a Competitive Sale – Authorization of Bid Form and Notice of Sale – Official Statement Approval – Use of Proceeds. The Bonds authorized by this Order are hereby sold by the District to \_\_\_\_\_, as the purchaser at a competitive sale (the *Purchasers*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of an Official Bid Form dated \_\_\_\_\_, 2025, attached hereto as Exhibit B and incorporated herein by reference as a part of this Order for all purposes. It is hereby officially found, determined, and declared that the Purchasers are the lowest bidder for the Bonds and as a result of invitations for competitive bids in compliance with applicable law. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the Issuer. The Initial Bond shall be registered in the name of \_\_\_\_\_. Any Authorized Official is hereby authorized and directed to execute the Bid Form for and on behalf of the Issuer and as the act and deed of this Governing Body, and in regard to the approval and execution of the Bid Form for and on behalf of the Issuer and an act and deed of this Governing Body hereby finds, determines and declares that the representations, warranties, and agreements of the Issuer contained in the Bid Form are true and correct in all material respects and shall be honored and performed by the Issuer. Delivery of the Bonds to the Purchaser shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Bid Form.

Furthermore, the District hereby ratifies, confirms, and approves in all respects (i) the Issuer's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined) and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale (together with such changes approved by any Authorized Official), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated November 21, 2024, in the reoffering, sale and delivery of the Bonds to the public. The President and the Secretary of the Governing Body are further authorized and directed to manually, facsimile, or electronically execute and deliver for and on behalf of the Issuer copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually, facsimile, or electronically executed by said officials shall be deemed to be approved by the Governing Body and constitute the Official Statement authorized for distribution and use

by the Purchasers. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

Proceeds from the sale of the Bonds shall be applied as follows:

A. The District received a [net] reoffering premium from the sale of the Bonds of \$ \_\_\_\_\_, which is hereby allocated by the District in the following manner: (1) \$ \_\_\_\_\_ to pay the Purchasers' compensation; (2) \$ \_\_\_\_\_ shall be used to pay certain costs of issuance; (3) \$ \_\_\_\_\_ .00 shall be deposited into the special construction account or accounts created for the projects to be constructed with the Bond proceeds; and (4) \$ \_\_\_\_\_ shall be deposited to the Bond Fund as the contingency amount; and

B. The balance of the proceeds derived from the sale of the Bonds (including the portion of the net reoffering premium in the amount of \$ \_\_\_\_\_ .00 as described in paragraph A above and principal amount of \$ \_\_\_\_\_ .00 derived from the sale of the Bonds) (after paying other costs of issuance and the other deposits referred to in Paragraph A above), shall be deposited into the special construction account or accounts created for the projects to be constructed with the Bond proceeds. This special construction account shall be established and maintained at the Issuer's depository bank and shall be invested in accordance with the provisions of Section 10 of this Order. Interest earned on the proceeds of the Bonds pending completion of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 11.

SECTION 17: Permanent School Fund Guarantee. In accordance with the provisions of Subchapter C of Chapter 45 of the Texas Education Code, as amended, and 19 Texas Administrative Code Section 33.6, the Issuer has made application to, and received approval from, the Commissioner of Education of the State of Texas (the *Commissioner*) for the Bonds to be guaranteed as to the payment of principal and interest thereon by the "Permanent School Fund", created, established, and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas, subject to compliance with the Texas Education Agency's rules and regulations. This constitutional provision also provides for the creation and funding of the "Available School Fund".

By virtue of the approval of the Bonds being eligible for such guarantee, the Issuer hereby covenants, agrees, and acknowledges that:

(1) Immediately following a determination by the Issuer of its inability to pay any principal payment or interest installment on the Bonds, and in no event later than five (5) days prior to a Stated Maturity or Interest Payment Date, the Superintendent of Schools of the Issuer shall notify the Commissioner, in the name of the Issuer, of (a) the Issuer's inability to pay all or any portion of the principal amount or interest installment of one or more Bonds, (b) the total dollar amount of funds required by the Issuer to pay in full the principal of and interest on the Bonds which the Issuer is unable to pay, (c) the name and address of the Paying Agent/Registrar for the Bonds, (d) the date when funds for the

payment of the Bonds or interest thereon shall be required to be furnished to the Issuer and deposited with the Paying Agent/Registrar, and (e) such other information as the Commissioner shall require;

(2) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders;

(3) If the Issuer fails to pay the principal of and interest on any Bond and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Section 45.059(b) of the Texas Education Code, as amended, shall prevail, to the extent of conflict, over the provisions of Section 14 hereof and such amount or amounts paid with funds from the Permanent School Fund or the Available School Fund, plus interest on such amount or amounts, shall be deducted from the first funds (being foundation school fund payments first, then available school fund payments) the Issuer would otherwise be lawfully entitled to receive from the State of Texas, until full reimbursement of such amount or amounts has been made to the Permanent School Fund;

(4) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines that the Issuer is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the Issuer and its officers, agents, and employees to comply with the duties required by law in regard to the Bonds; and

(5) If the Issuer fails to pay principal or interest on a Bond when it matures, other amounts not yet mature shall not be accelerated and shall not become due by virtue of the Issuer's default.

If the principal of, premium, if any, and interest on the Bonds are paid prior to Stated Maturity or if the Bonds are defeased as provided in Section 20, the guarantee as to payment of principal of and interest on the Bonds by the corpus and income of the Permanent School Fund shall immediately be terminated and be removed in its entirety. Notice of any such prepayment, redemption, or defeasance shall be forwarded to the Commissioner within ten (10) calendar days of such action.

#### SECTION 18: Covenants to Maintain Tax-Exempt Status.

A. Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the *Code*), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business

use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the “private business use” described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a “private business use” which is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as “private activity bonds” within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with -

(a) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(b) Amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(c) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the “Excess Earnings”, within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

B. Rebate Fund. In order to facilitate compliance with the above covenant (8), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

C. Proceeds. The Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds and any replacement funds administered by the Texas State Board of Education as part of the Permanent School Fund. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs any Authorized Official to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

D. Allocation Of, and Limitation On, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the *Project*) on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an

opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

E. Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

F. Written Procedures. Unless superseded by another action of the Issuer, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the Governing Body hereby adopts and establishes the instructions attached hereto as Exhibit E, as the Issuer's written procedures.

G. Reimbursement. This Order is intended to satisfy the official requirements set forth in section 1.150-2 of the Treasury Regulations.

SECTION 19: Control and Custody of Bonds. The President of the Governing Body shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond pending approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchasers.

Furthermore, each Authorized Official is hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the Issuer's Financial Advisor, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 20: Satisfaction of Obligation of Issuer. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amounts thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amounts thereof at Stated Maturity, or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held

in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amounts thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Bonds. In the event of a defeasance of the Bonds, the Issuer shall deliver a certificate from its financial advisor, an independent accounting firm, the Paying Agent/Registrar, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. As and to the extent applicable, if at all, the Issuer covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code.

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amounts thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Bonds such money was deposited and is held in trust to pay shall, upon the request of the Issuer, be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the Issuer expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

SECTION 21: Order a Contract - Amendments - Outstanding Bonds. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Bonds. This Order shall constitute a contract with the Holders from time to time, shall be binding on the Issuer, and shall not be amended or repealed by the Issuer so long as any Bond remains Outstanding except as permitted in this Section. The Issuer, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may,

with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 22: Facilities Allotment Revenues. In connection with the issuance of the Bonds, the Issuer may make application to the Texas Education Agency for financial assistance from the State of Texas (the *State*) in accordance with the instructional facilities allotment funding program established pursuant to Chapter 46, as amended, Texas Education Code (the *Program*). In each fiscal year in which the Issuer received funding under the existing debt allotment program, the Program, or any successor State funding programs which provide a debt service subsidy for the Bonds (such funds being collectively referred to herein as Debt Subsidy Funds), the Issuer shall deposit immediately upon receipt the Debt Subsidy Funds received to the credit of the Bond Fund created pursuant to Section 10. Notwithstanding the requirements of Section 11, if the Debt Subsidy Funds are actually on deposit in the Bond Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 11 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Bond Fund.

SECTION 23: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (a) defaults in the payments to be made to the Bond Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Holders of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Governing Body and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 24: Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of McCall, Parkhurst & Horton L.L.P., San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Bonds, the opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of the opinion on the reverse side of each of the Bonds, with an appropriate certificate pertaining thereto executed by the facsimile signature of the President or Secretary of the Governing Body, is hereby approved and authorized.

SECTION 25: CUSIP Numbers. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Issuer nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION 26: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 27: Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, the Purchasers, and the Holders.

SECTION 28: Inconsistent Provisions. All orders, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters herein provided.

SECTION 29: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 30: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 31: Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other persons or circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Order would have been enacted without such invalid provision.

SECTION 32: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 33: Authorization of Paying Agent/Registrar Agreement. The Governing Body hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement pertaining to the registration, transferability, exchange, and payment of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit B and is incorporated herein by reference as fully as if recopied in its entirety in this Order.

SECTION 34: Incorporation of Preamble Recitals. The recitals contained in the preamble to this Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 35: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 36: No Recourse Against Issuer Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Order against any official of the Issuer or any person executing any Bond.

SECTION 37: Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

*EMMA* means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

*Financial Obligation* means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

*MSRB* means the Municipal Securities Rulemaking Board.

*Rule* means SEC Rule 15c2-12, as amended from time to time.

*SEC* means the United States Securities and Exchange Commission.

*Undertaking* means the District's continuing disclosure undertaking, described in Paragraphs B through E below, hereunder accepted and entered into by the District for the purpose of compliance with the Rule.

B. Annual Reports.

The Issuer shall file annually with the MSRB, (1) within twelve months after the end of each fiscal year ending in or after 2025, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 16 of this Order, being the information described in Exhibit D hereto, and (2) if not provided as part such financial information and operating data, audited financial statements of the Issuer, when and

if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit D hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 44, as amended, Texas Education Code, the Issuer must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified or permitted public accountant and must file each audit report with the Texas Education Agency within 150 days after the close of the Issuer's fiscal year. Copies of each audit report must also be filed in the office of the Issuer and with the President or Secretary, Board of Trustees. The Issuer's fiscal records and audit reports are available for public inspection during the regular business hours of the District. Additionally, upon the filing of these financial statements and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the Issuer changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The Issuer shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;

- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affects security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer, and (b) the District intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Issuer in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The Issuer may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the Issuer also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation, in narrative form, of the reasons

for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format - Incorporation by Reference.

The Issuer information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

F. General Policies and Procedures Concerning Compliance with the Rule.

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential “underwriters” in the sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the Issuer hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit F, with which the Issuer shall follow to assure compliance with the Undertaking. The Issuer has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the Issuer’s financial affairs, its municipal or financial advisor, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the Issuer and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

SECTION 38: Book-Entry-Only System.

The Bonds shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bond described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with

DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit G (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest on the Bonds pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

**SECTION 39: Further Procedures.** The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale

and delivery of the Bonds, the Paying Agent/Registrar Agreement, and the Official Statement. In addition, prior to the initial delivery of the Bonds, each Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (1) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order, (2) obtain a rating from any nationally recognized rating service, or (3) obtain the approval of the Bonds by the Texas Attorney General's office. Bond Counsel is further authorized to institute any bond validation suit under Chapter 1205, as amended, Texas Government Code (or any successor statute thereto) related to the Bonds while the Bonds are outstanding and unpaid. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 40: Delegation Authorization Pursuant to HB 1295. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, pursuant to the Act, and any other applicable law, the Board, pursuant to the Act and other applicable law, hereby delegates to the Superintendent of Schools and/or Chief Financial Officer the authority to independently select the counterparty to any paying agent/registrar, rating agency, bond insurer, securities depository, or any other contract that is determined by the Superintendent of Schools, the Chief Financial Officer, the District's Financial Advisor, or the District's Bond Counsel to be necessary or incidental to the issuance of the Bonds as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code, as amended (collectively, the *Ancillary Bond Contracts*) and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the District. The Board has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts.

SECTION 41: Issuer's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Authorized Official, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 42: Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

\* \* \*

PASSED AND ADOPTED, this 23rd day of June, 2025.

MEDINA VALLEY INDEPENDENT SCHOOL  
DISTRICT

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President, Board of Trustees

ATTEST:

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Secretary, Board of Trustees

(DISTRICT SEAL)

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**EXHIBIT A**

Approval Certificate

See Tab No. \_\_

**EXHIBIT B**

Paying Agent/Registrar Agreement

See Tab No. \_\_\_

**EXHIBIT C**

Official Bid Form

See Tab No. \_\_

## **EXHIBIT D**

### **Description of Annual Financial Information**

The following information is referred to in Section 37 of this Order.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the District to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

- (1) The quantitative financial information and operating data of the District of the general type included in Appendix A of the Official Statement.
- (2) The District's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the unaudited financial statements of the District for the most recently concluded fiscal year.

#### **Accounting Principles**

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

## EXHIBIT E

### WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of proceeds of the Bonds, the Issuer's Chief Financial Officer (the *Responsible Person*), will:

- (i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Bonds will be entered into within six (6) months of the date of delivery of the Bonds (the Issue Date);
- (ii) monitor that at least 85% of the proceeds of the Bonds to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;
- (iii) restrict the yield of the investments to the yield on the Bonds after three (3) years of the Issue Date;
- (iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Bonds does not exceed an amount equal to the debt service on the Bonds in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Bonds for the immediately preceding 12-month period;
- (v) ensure that no more than 50% of the proceeds of the Bonds are invested in an investment with a guaranteed yield for 4 years or more;
- (vi) maintain any official action of the Issuer (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Bonds any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- (vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
- (viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Bonds are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- (i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- (ii) monitor whether, at any time the Bonds are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- (iii) monitor whether, at any time the Bonds are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- (iv) monitor whether, at any time the Bonds are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- (v) determine whether, at any time the Bonds are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- (vi) determine whether, at any time the Bonds are outstanding, the facilities are sold or otherwise disposed of; and
- (vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Bonds and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Bonds. If any portion of the Bonds is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Bonds. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

## EXHIBIT F

### General Policies and Procedures Concerning Compliance with the Rule

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 37 of the Order. “Bonds” refers to the Bonds that are the subject of the Order to which this Exhibit is attached.

II. As a capital markets participant, the District is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the District’s compliance with the Rule.

III. The District is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 37 of the Order, which provisions are a part of the Undertaking.

IV. The District is aware that “participating underwriters” (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the District is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The District now establishes the following general policies and procedures (the *Policies and Procedures*) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the District’s informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the District’s obligations under the Rule, the advice from and discussions with the District’s internal senior staff (including staff charged with administering the District’s financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):

1. the Superintendent of the District or the Chief Financial Officer (the *Compliance Officer*) shall be responsible for satisfying the District’s obligations pursuant to the Undertaking through adherence to these Policies and Procedures;
2. the Compliance Officer shall establish reminder or “tickler” systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the District’s information of the type described in Section 37 of the Order;
3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 37 of the Order;

4. the Compliance Officer shall work with external consultants of the District, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the District and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;
5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the District, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;
6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any District agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;
7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the District; and
8. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the District’s internal staff identified by the Compliance Officer to assist with the District’s satisfaction of the terms and provisions of the Undertaking.

**EXHIBIT G**

DTC Letter of Representations

See Tab No. \_\_



## ***Agenda Item Memorandum***

**To:** MVIDS Board of Trustees

**Date:** June 23, 2025

**Agenda item:** Consider approving the 2025-2026 Compensation Plan.

### **Background Information:**

In accordance with Board Policy DEA and DEAA (Legal) and (Local), District administration is recommending the following Compensation Plan for the 2025-2026 school year.

#### **Teacher Pay Scale**

- 0 years of experience \$2000
- 1-2 years of experience \$2400
- 3-4 years of experience \$2500
- 5-30+ years of experience \$5000

#### **Admin/Professional Pay Scale**

- 3% midpoint increase
- Campus Administration receive 3 years of their teaching experience

#### **Clerical/Paraprofessional Pay Scale**

- \$1.00 per hour increase

#### **Manual Trade Pay Scale**

- \$1.00 per hour increase

#### **Stipends**

- MS Athletic Coordinators Increase
- HS Cross Country Increase

#### **Additional Duties Pay Rates**

#### **Substitute Pay Rates**

### **Recommendation:**

Administration recommends that the Board approve the Compensation Plan for the 2025-2026 school year.