



Agenda of Regular Meeting

The Board of Trustees McAllen Independent School District

VISION	The McAllen Independent School District is a multicultural community in which students are enthusiastically and actively engaged in the learning process. Students demonstrate academic excellence in a safe, nurturing and challenging environment enhanced by technology and the contributions of the total community.
MISSION	The mission of the McAllen Independent School District is to educate all students to become lifelong learners and productive citizens in a global society through a program of educational excellence utilizing technology and actively involving parents and the community.
GOALS	<ol style="list-style-type: none">1. Student Achievement/Student Focus2. People Development3. Facility Priorities4. Financial Priorities
STRATEGIES	<ol style="list-style-type: none">1. Branding2. Attract/Retain High Quality Staff3. Engaging Learning Environment4. Rigorous/World Class Standards to Customize for Every Learner5. Partnerships with Business/Civic/Education/Organizations6. Future Ready Students7. Financial Priorities

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Tuesday, May 26, 2020, beginning at 5:00 PM in the by Video-conference or by Telephone call, www.mcallenisd.org or 956 618-6094, McAllen, TX 78501. At this meeting there may be discussion and action by the Board on the item(s) and subject(s) listed as follows:

Items listed on this agenda may be taken in an order other than as shown on this agenda. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

Attention: The regular business portion of the meeting for the public, beginning with agenda item #4, will begin at approximately 6:00 p.m.

1. CALL MEETING TO ORDER

2. PUBLIC COMMENT(S)

3. RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, and 551.074 Texas Government Code, to discuss the following:

- A) Human Resources Recommendation(s) for School Year 2020-2021
- B) Human Resources Employee Resignation(s) for School Year 2019-2020
- C) Pending and/or Potential Litigation
- D) Possible Real Estate Acquisition

4. RECONVENE IN OPEN SESSION

5. INVOCATION

6. PLEDGE OF ALLEGIANCE

7. SUPERINTENDENT'S REPORT(S) - Senior Drive

Presenter: Dr. J. A. Gonzalez, Superintendent

8. BOARD REPORT

9. RECOGNITION(S)

10. PROCLAMATION(S)

11. DONATION(S)

12. BOARD MEMBER(S), BOARD COMMITTEE(S) AND DISTRICT REPORT(S)

A) Board Committee Reports

1. Instructional Services Briefing - Chair - Sam Saldivar, Jr.
2. Human Resources Briefing - Chair - Tony Forina
3. District Operations Briefing - Chair - Debbie Crane Aliseda
4. Business Operations Briefing - Chair - Danny Vela

B) District Reports

1. Report Regarding Graduation 2020, Summer Instruction, and Reopening of Schools
Item Submitted: Bridgette Vieh, Associate Superintendent Instructional Leadership

Presenter: Dr. J. A. Gonzalez, Superintendent

2. Report Regarding Facilities, Maintenance & Operations Projects
Item Submitted: Arely Benavides, Assistant Superintendent District Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

3. Report Regarding Taxes Collected for April 2020
Item Submitted: Cindy Medrano Richards, Assistant Superintendent Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

4. Report Regarding the Monthly Financial and Investment Report for April 2020
Item Submitted: Cindy Medrano Richards, Assistant Superintendent Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

13. ACTION ON ITEM(S) IN CLOSED SESSION

- A) Approval of Human Resources Recommendation(s) for School Year 2020-2021**
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

- B) Human Resources Employee Resignation(s) for School Year 2019-2020**
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

- C) Pending and/or Potential Litigation**

- D) Possible Real Estate Acquisition**

14. CONSENT AGENDA ITEMS

- A) Approval of the Regional Day School Program for the Deaf Shared Services Arrangement Agreement (SSA) Revised for the 2020-2021 School Year
Item Submitted: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services
Presenter: Dr. J. A. Gonzalez, Superintendent
- B) Approval of Interlocal Cooperation Contract No. 2020-309 University of Texas Rio Grande Valley for the Texas Prefreshman Engineering Program (TexPREP)
Item Submitted: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services
Presenter: Dr. J. A. Gonzalez, Superintendent
- C) Approval of Interlocal Cooperative Agreement No. 2020-313 - Region 20 Special Education Support Cooperative Interlocal Agreement
Item Submitted: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services
Presenter: Dr. J. A. Gonzalez, Superintendent
- D) Approval of Agreement No. 2021-100 with Teach for America, Inc. for the 2020-2021 School Year
Item Submitted: Todd Miller, Assistant Superintendent Human Resources
Presenter: Dr. J. A. Gonzalez, Superintendent
- E) Approval of Final Payment to J S J Rodriguez, Inc. dba Telepro Communications on CSP 2017-180 - McAllen High School Intercom Upgrade
Item Submitted: Arely Benavides, Assistant Superintendent District Operations
Presenter: Dr. J. A. Gonzalez, Superintendent
- F) Approval of Final Payment to J S J Rodriguez, Inc. dba Telepro Communications on CSP 2017-177 - Andrew Jackson Elementary Intercom Upgrade
Item Submitted: Arely Benavides, Assistant Superintendent District Operations
Presenter: Dr. J. A. Gonzalez, Superintendent
- G) Approval of Final Payment to J S J Rodriguez, Inc. dba Telepro Communications on CSP 2017-184 - Alonzo De Leon Middle School Intercom Upgrade
Item Submitted: Arely Benavides, Assistant Superintendent District Operations
Presenter: Dr. J. A. Gonzalez, Superintendent
- H) Approval of Final Payment to LMH & LMH, LLC dba Absolute Services on CSP 2018-197 - Intercom Upgrade Project for Dr. Rodney D. Cathey Middle School
Item Submitted: Arely Benavides, Assistant Superintendent District Operations
Presenter: Dr. J. A. Gonzalez, Superintendent
- I) Approval of Renewal of Agreement for Request for Qualifications No. 2018-074 Collection of Delinquent Taxes
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations
Presenter: Dr. J. A. Gonzalez, Superintendent

15. INSTRUCTIONAL SERVICES, INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, DISTRICT OPERATIONS, BUSINESS OPERATIONS, AND BOARD OF TRUSTEES ITEMS

- A) **Instructional Services Item(s)** (Dr. Silvia Ibarra) **Instructional Leadership Item(s)** (Bridgette Vieh)

1. Approval of Revision of Previously Approved 2020 Summer School Programs
Item Submitted: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

B) Human Resources Item(s) (Todd Miller)

1. Review and Possible Action Regarding the Resolution of the Board of Trustees of the McAllen Independent School District Regarding Delegation of Authority During the Covid-19 Emergency
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

C) District Operations Item(s) (Arely Benavides)

1. Approval of Bid No. 2020-254 HVAC Parts and Equipment Catalog Bid
Item Submitted: Arely Benavides, Assistant Superintendent District Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

2. Approval of Sale of Property located at 701 S. 17th Street (old I & G Center)
Item Submitted: Arely Benavides, Assistant Superintendent District Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

3. Approval of First Amendment to Agreement with Linebarger Goggan Blair & Sampson LLP through RFO No. 2015-051 - McAllen Veterans Memorial Stadium Scoreboard Sponsorship and Advertising
Item Submitted: Norma Zamora-Guerra, Director Community Information

Presenter: Dr. J. A. Gonzalez, Superintendent

D) Business Operations Item(s) (Cynthia Medrano Richards)

1. Approval of Setting Public Meeting Date on Budget and Vote on Proposed Tax Date
Item Submitted: Cindy Medrano Richards

Presenter: Dr. J. A. Gonzalez, Superintendent

E) Board of Trustees Item(s)

1. Approval of Board of Education Meeting Minutes
 - a) Regular Board Meeting - May 11, 2020- 5:00 PM
 - b) Board Workshop - May 13, 2020 5:30 PM
 - c) Special Board Meeting - May 18, 2020 - 5:30 PM

16. SCHEDULE OF FUTURE MEETINGS

- A) May 27, 2020-Board Workshop-5:30 PM - Video Conference
- B) June 15, 2020-Regular Board Meeting-5:00 PM - Video Conference
- C) June 22, 2020-Regular Board Meeting-5:00 PM - Video Conference

17. CLOSED SESSION: The Board of Trustees may reconvene in Closed Session for further discussion regarding the agenda item(s) listed.

18. OPEN SESSION: The Board of Trustees may reconvene into Open Session for discussion regarding the agenda item(s) listed.

19. ADJOURNMENT

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on May 22, 2020 at 9:00 P.M.

*Natalia Goza
For the Board of Trustees*

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: 5/26/2020

SUBJECT: Report Regarding Graduation 2020, Summer Instruction, and Reopening of Schools

REFERENCE: Goal 1. Student Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

McAllen ISD continues to implement COVID 19 state guidelines as prescribed by the The Texas Education Agency (TEA), Hidalgo County, and the Office of the Governor. Following these guidelines, the District has developed a plan to address COVID 19 concerns during graduation 2020, summer instruction, and reopening of the district and campuses.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS: None

LEGAL REVIEW: None Required

BUDGETARY CONSIDERATIONS: Local funds and State and Federal funds

RECOMMENDED BOARD ACTION: This item is for information only.

SUBMITTED BY: _____

Bridgette Vieh
SUPERVISOR: Bridgette Vieh (May 21, 2020 15:58 CDT)

For further information contact:
Name: Bridgette Vieh
Office: 956-618-6053
eMail: bridgette.vieh@mcallenisd.net

Approved for presentation to the Board of Education:

J. A. Douglas

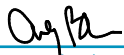
Superintendent of Schools

May 21, 2020

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: 

SUPERVISOR: 
Arely Benavides (May 20, 2020 16:34 CDT)

Approved for presentation to the Board of Education:



7 Superintendent of Schools

Report Regarding Facilities Maintenance & Operations Projects

1

5/20/2020

May 26, 2020

Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects:

- McAllen HS A/C Upgrades



Report Regarding Facilities Maintenance & Operations Projects

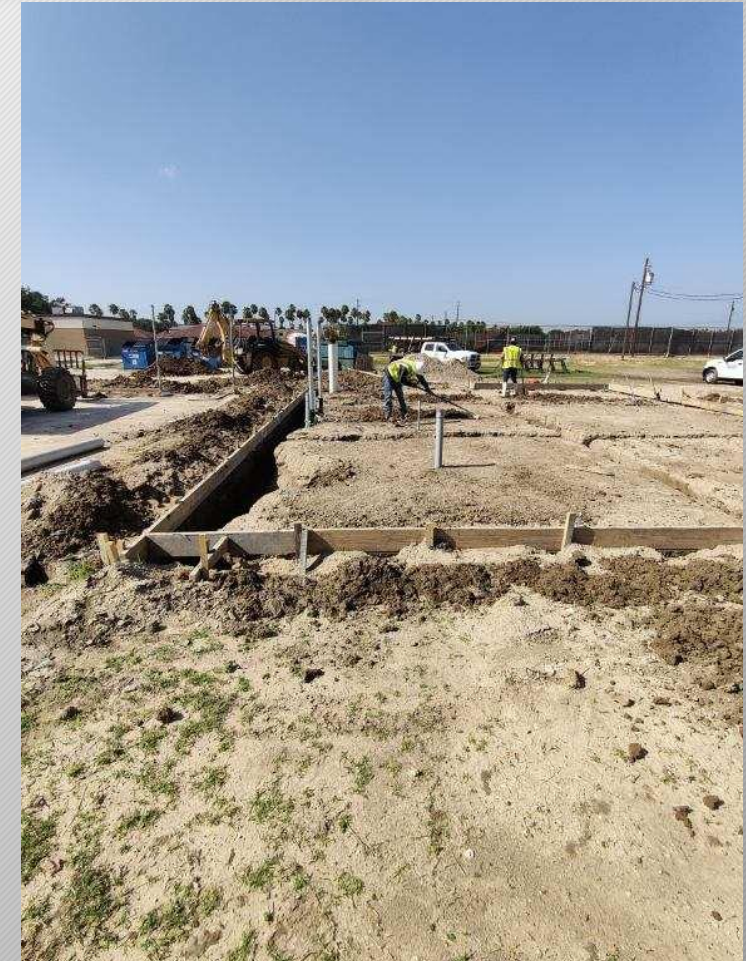
Ongoing Projects:

- **Brown MS A/C Upgrades**

3

(MTN Tax Note)

5/20/2020



Report Regarding Facilities Maintenance & Operations Projects

Completed Projects:

- **AECHS at Lincoln**
 - **Roof Replacement**
 - **RTU AC Replacements**

4

(Local 199 HD Funds)



Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects:

- **Staff Development at Lincoln**
 - **Portable Relocation and Remodel**



5

(Local 199 Funds)

5/20/2020

Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects:

- **Playground Renovations**
 - **Wilson ES**
 - **McAuliffe ES**
 - **Thigpen/Zavala ES**

6

(CDBG Funded)



Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects:

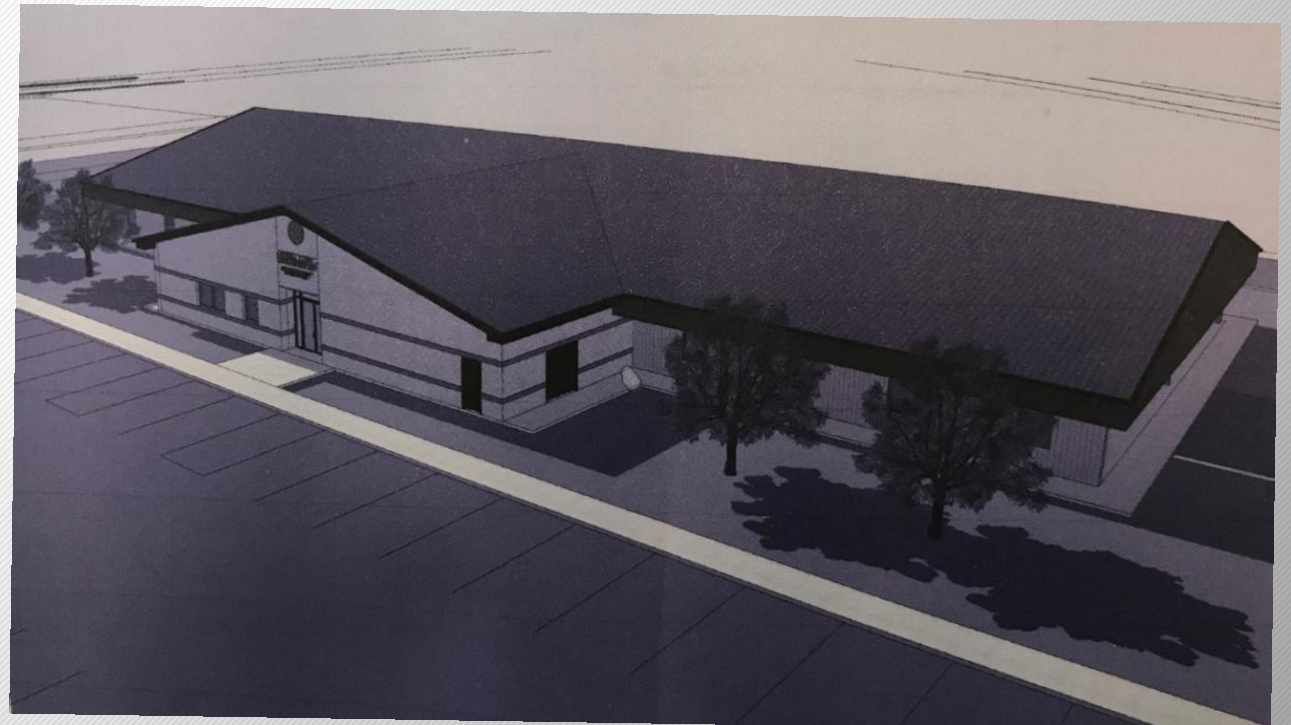
- **Warehouse Management**
 - **Receiving District Wide Packages**



Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects:

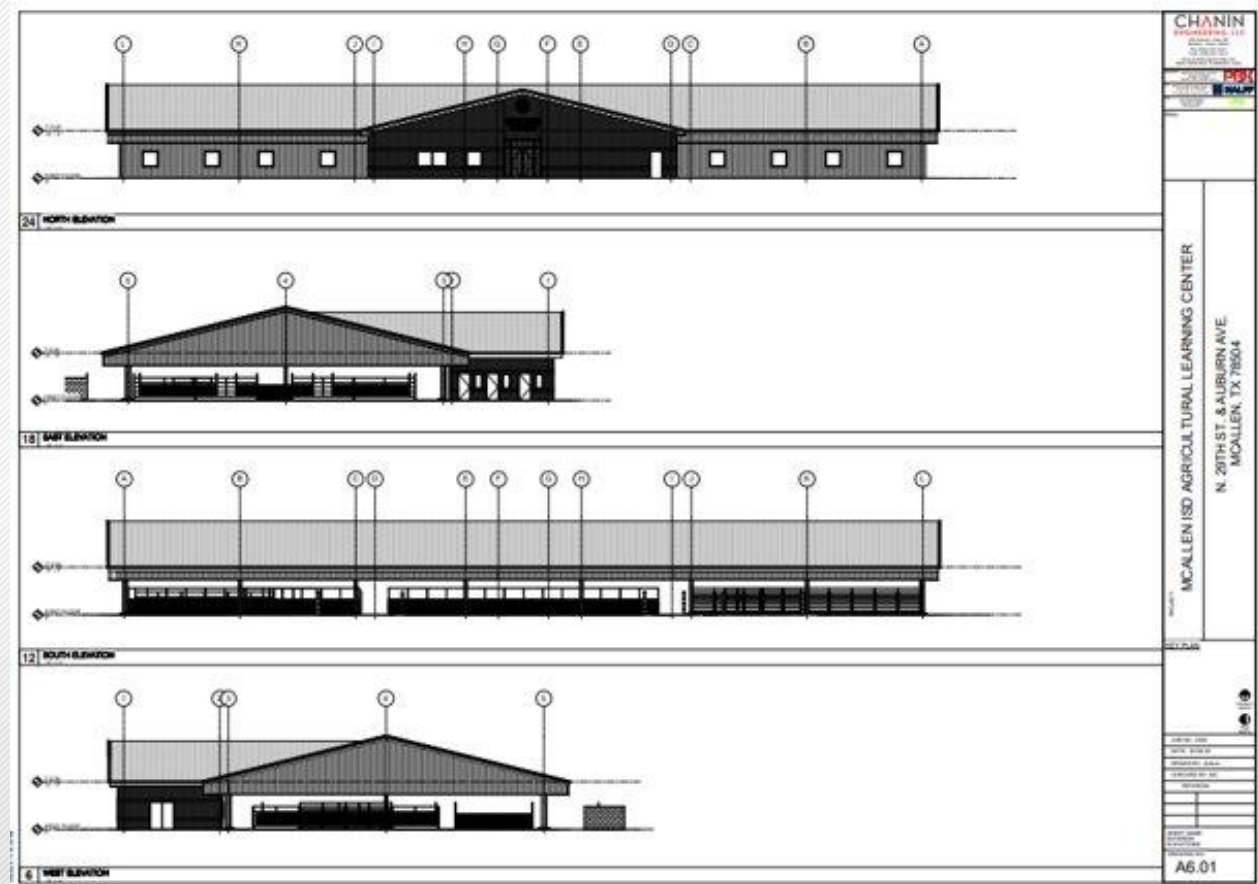
- **McAllen ISD
Agricultural Learning Center**



Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects:

- **McAllen ISD
Agricultural Learning Center**



Report Regarding Facilities Maintenance & Operations Projects



Upcoming Projects/Events:

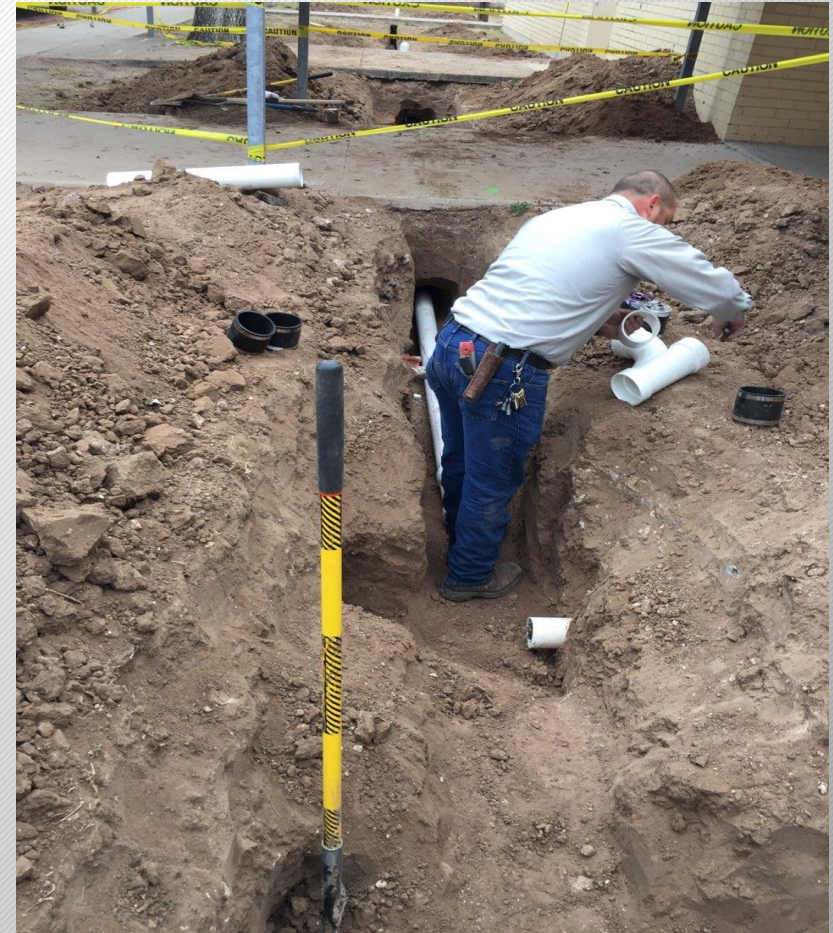
- **HS Graduations**
- **District Wide Safety Fencing (CDBG)**
- **Science Labs (15)**
- **Lamar RR Partitions Remodel**
- **Brown MS / Alvarez ES Partitions Remodel**
- **Fire Alarm Replacements (6)**
- **Intercom Replacements (9)**

10

Report Regarding Facilities Maintenance & Operations Projects

Submitted/Completed Work Orders

- ✓ March 448 / 282
- ✓ April 27 / 41



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: *Adel Felix*

SUPERVISOR: *Cynthia Medrano-Richards*

Approved for presentation to the Board of Education:

J. Alexander

19
Superintendent of Schools

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
 MCALLEN I.S.D. TAXES COLLECTED FOR:
 APRIL 2020

COMPARATIVE RATE OF COLLECTIONS

MCALLEN I.S.D. SML - 47	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2018/2019	COLLECTED 2017/2018
2019 TAX ROLL	87,450,096.49	82,563,567.33		52,544.73	4,939,073.89	94.36%	94.94%
2018 & PRIOR YRS ROLLBACK	7,016,993.60	1,787,248.46	(161,610.41)	(437,291.84)	4,630,842.89	27.85%	32.17%
	85,492.19	72,032.74		7,856.54	21,315.99	77.17%	89.80%
TOTALS	94,552,582.28	84,422,848.53	(161,610.41)	(376,890.57)	9,591,232.77		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF APRIL 2020

	MCALLEN ISD	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	1,041,753.86	(1,957.46) CURRENT
CURRENT YEAR-P&I	77,518.39	
PRIOR YEARS-BASE TAX	213,857.40	(1,683.29) PRIOR
PRIOR YEARS-P&I	58,840.35	
ROLLBACK	8,341.55	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	43,769.52	- PURGED
TOTAL COLLECTIONS	1,444,081.07	(3,640.75)
LESS TRANSFERRED	588,304.25	
LESS IN TRANSIT	511,937.26	
LESS DUE TO HCAD COMM FEES	88.24	
LESS DUE TO CO TREASURER	13,195.00	
DEFICIT CARRIED FORWARD MAR 20'	330,556.32	
BALANCE	0.00	

*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF APRIL IS CORRECT.

Pablo (Paul) Villarreal Jr.

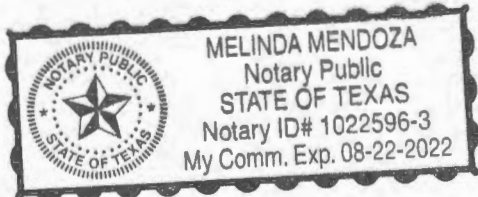
 ASSESSOR-COLLECTOR OF TAXES FOR MCALLEN I.S.D., TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 8TH DAY OF MAY 2020 A.D.

Melinda Mendoza

 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:



21 _____
Superintendent of Schools

**COMPARISON OF BUDGET TO REVENUES, EXPENDITURES AND ENCUMBRANCES
FOR THE MONTH OF APRIL 30, 2020**

	A APPROVED BUDGET 2018-19 04/30/19	B YTD ACTUAL 07/01/18 TO 04/30/19	C APPROVED BUDGET 2019-20 04/30/20	D YTD ACTUAL 07/01/19 TO 04/30/20	E DIFFERENCE C - D	F OUTSTANDING ENCUMBRANCES 05/01/20 TO 06/30/20	G YTD REVENUES, EXPENSES AND ENCUMBRANCES D + F	H BUDGET LESS EXPENSES AND ENCUMBRANCES C - G
REVENUES:								
LOCAL AND INTERMEDIATE SOURCES	\$4,985,573	\$4,296,881	\$5,074,673	\$3,960,464	\$1,114,209		\$3,960,464	\$1,114,209
PROPERTY TAXES	82,371,378	81,335,697	80,312,155	77,658,688	2,653,467		77,658,688	2,653,467
STATE PROGRAM REVENUES	125,429,563	80,101,580	141,956,623	88,149,711	53,806,912		88,149,711	53,806,912
FEDERAL PROGRAM REVENUES	20,313,526	15,958,715	20,310,258	16,626,808	3,683,450		16,626,808	3,683,450
OTHER RESOURCES/NON-OPERATING REVENUES	308,302	182,550	6,005,396	5,632,108	373,288		5,632,108	373,288
SUB TOTAL	\$233,408,342	\$181,875,423	\$253,659,105	\$192,027,780	\$61,631,325		\$192,027,780	\$61,631,325
EXPENDITURES:								
11 INSTRUCTION	\$122,128,909	\$96,744,239	\$138,332,377	\$110,854,569	\$27,477,808	\$16,022,720	\$126,877,289	\$11,455,088
12 INST. RES. & MEDIA SERVICES	3,461,569	2,830,275	3,661,101	3,038,594	622,507	468,083	3,506,678	154,423
13 CURRICULUM DEV. & INST. STAFF DEV.	4,122,048	2,653,853	5,334,181	3,136,824	2,197,357	465,721	3,602,545	1,731,636
21 INST. LEADERSHIP	2,767,636	2,075,409	3,001,535	2,225,580	775,955	467,479	2,693,059	308,476
23 SCHOOL LEADERSHIP	12,890,798	10,642,990	13,634,135	11,283,234	2,350,901	2,058,577	13,341,811	292,324
31 GUID., COUNSELING & EVAL. SER.	9,702,735	7,442,636	10,228,086	7,973,618	2,254,468	1,349,277	9,322,895	905,191
32 SOCIAL WORK SERVICES	1,530,527	1,238,765	1,756,506	1,413,355	343,151	256,704	1,670,060	86,446
33 HEALTH SERVICES	3,224,354	2,626,354	3,155,116	2,566,447	588,669	419,424	2,985,872	169,244
34 STUDENT (PUPIL) TRANS.	4,736,892	3,061,199	5,695,623	4,018,456	1,677,167	1,224,584	5,243,040	452,583
35 FOOD SERVICES	18,036,846	12,846,541	19,523,672	13,838,059	5,685,613	3,841,076	17,679,135	1,844,537
36 CURRICULAR/EXTRACURRICULAR ACT.	9,882,317	7,531,491	10,000,089	7,219,054	2,781,035	1,223,134	8,442,189	1,557,900
41 GENERAL ADMINISTRATION	7,061,248	5,436,254	8,105,524	6,467,364	1,638,160	1,123,692	7,591,056	514,468
51 PLANT MAINT. & OPERATIONS	21,264,630	16,341,556	21,491,552	16,362,423	5,129,129	2,378,268	18,740,691	2,750,861
52 SECURITY AND MONITORING SERV.	4,056,764	3,215,563	5,133,519	3,698,144	1,435,375	1,146,361	4,844,505	289,014
53 DATA PROCESSING SERVICES	5,163,375	2,396,173	5,929,536	4,699,543	1,229,993	690,188	5,389,731	539,805
61 COMMUNITY SERVICES	64,271	59,078	43,278	30,611	12,667	11,247	41,858	1,420
71 DEBT SERVICE	3,779,470	2,603,986	5,186,568	2,729,304	2,457,264	0	2,729,304	2,457,264
81 FAC. ACQUISITION & CONST.	12,128,530	2,780,056	7,416,586	5,993,369	1,423,217	785,661	6,779,030	637,556
95 PMT. TO JUV. JUSTICE ALT. ED. PRG.	40,000	40,000	40,000	40,000	0	0	40,000	0
99 OTHER INTERGOVERNMENTAL CHARGES	828,653	814,691	857,439	851,737	5,702	0	851,737	5,702
00 OTHER USES/NON-OPERATING EXPENSES	7,865,415	7,865,415	5,161,741	5,120,206	41,535	0	5,120,206	41,535
SUB TOTAL	\$254,736,987	\$191,246,524	\$273,688,164	\$213,560,492	\$60,127,672	\$33,932,198	\$247,492,689	\$26,195,475
REVENUES OVER (UNDER) EXPENDITURES		(\$9,371,101)		(\$21,532,712)				
BEGINNING FUND BALANCE		91,688,034		98,070,422				
PRELIMINARY ENDING FUND BALANCE		<u>\$82,316,933</u>		<u>\$76,537,710</u>				
OPTIMUM FUND BALANCE FOR UNFORESEEN EVENTS		\$77,607,011		\$83,408,833				



Monthly Investment Report

April 30, 2020

PATTERSON & ASSOCIATES



INVESTMENT PROFESSIONALS

Shut Down and Shelter-in-Place

It is difficult – even for an optimist at heart – to find good news or sunny expectations this month. The Covid-19 virus has effectively stopped global economic progress in its tracks.

Economic weakness is widespread as expected, as global forced and enforced economic shutdowns have left nearly every domestic and international industry reeling from policies forcing businesses to close and workers to shelter in their homes. Consumers stockpiled ahead of the stay-at-home order, but the plunge in expenditures thereafter more than offset the uptick in food, beverage and even toilet paper sales in early March. (Toilet paper as the new tulip mania!) Personal income is down 2% and personal spending down 7.5% in March. Retail sales dropped 8.7% in the same period.

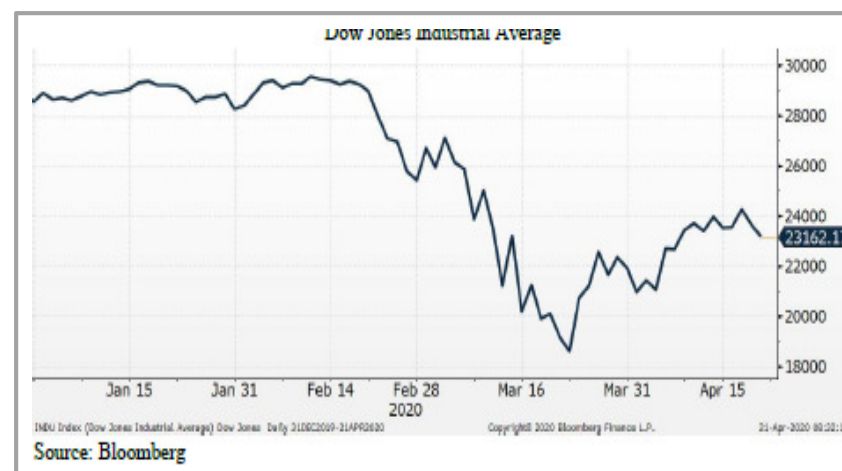
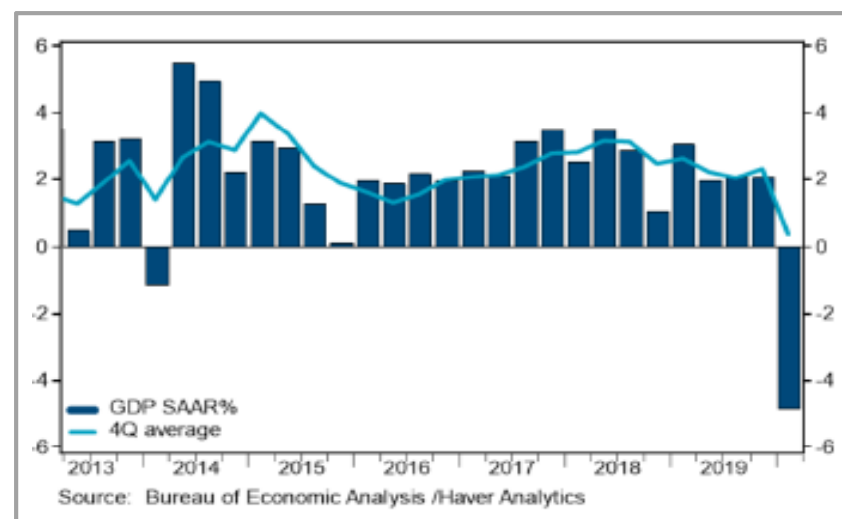
Business investment has been cut off at the knees and a sizable reduction in trade reflects the global nature of the pandemic.

Small businesses have been decimated. The national Payroll Protection Program (PPP) was launched April 3rd to help bridge the gap for small business struggling to pay rent and pay employees. But the fast start up and roll out of the program left it vulnerable to our other new consent: fraud. The Justice Dept. is opening an investigation but that will not assist businesses now.

The important effort to open up and carefully restart the economy is global. We have to somehow get the engines moving. We have to safely get business back on its feet or a deeper economic trench will be dug.

The slew of disappointing economic data has now driven US GDP down 4.8%, which foretells a potential negative GDP in 2020 Q1. That alone officially ends the longest expansion in US history. And the US is not alone. French GDP is down 5.8% and Spanish 5.2% - China is unknowable. Factory access across Asia is down to record lows. These are the sharpest declines on record.

Perhaps the worst impact was on jobs. The initial job claims 6-week summary has 30.3 million people looking for work.



The Fed as First Responder

At its April FOMC meeting, the Federal Reserve left rate policy unchanged with the federal funds target in a range from 0.00% to 0.25%.

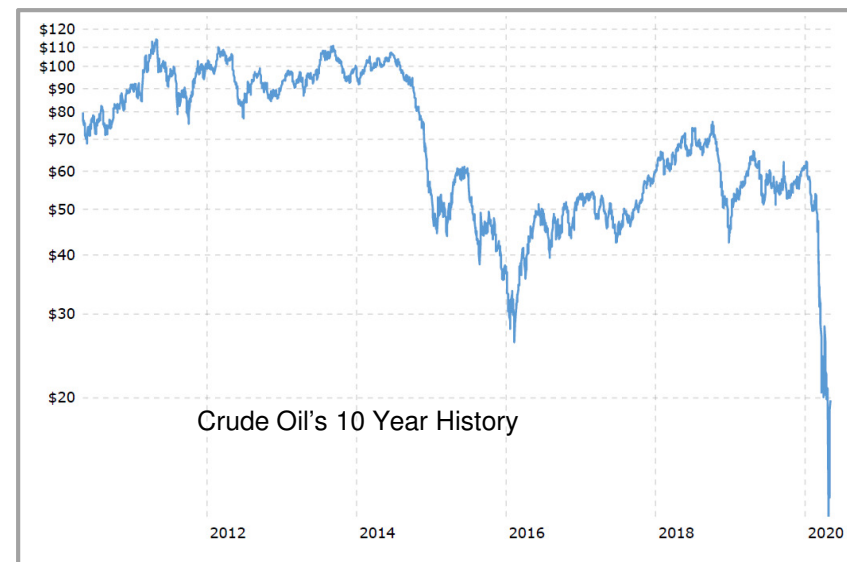
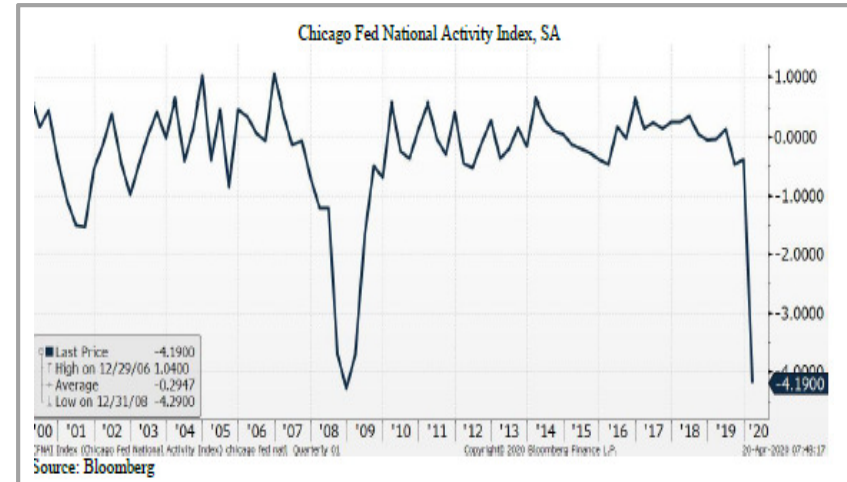
There was no further reduction in short-term rates, no adjustment to QE (quantitative easing) and no announcements of additional liquidity programs. Why? Because the Fed has already committed to *unlimited* asset purchases as well as *unlimited* liquidity to any market deemed necessary. We have already seen this in the CP market. Their goal is simply to stabilize the U.S. markets and reduce uncertainty and fear.

"To support the flow of credit to households and businesses, the Federal Reserve will continue to purchase the amounts needed to support smooth market functioning, thereby fostering effective transmission of monetary policy to broader financial conditions." (Fed statement)

In committing to use all its tools, there are still questions of effectiveness and efficiency in terms of the programs already initiated by the Fed with evidence of ongoing stress in credit markets. We saw how long QE took in 2008-2009. While the Fed remains committed, the measures taken thus far are themselves not without consequences, potentially restraining the strength of the recovery for years to come. But as always the market appears to be focused on the near-term, confident that the Fed will continue to provide and perpetuate the economy's dependence on the monetary policy punch bowl – and debt. The April statement clearly outlined "considerable risks to the economic outlook over the medium term." This statement indicates that policymakers are certainly concerned about longer-lasting economic scars and prolonged economic weakness.

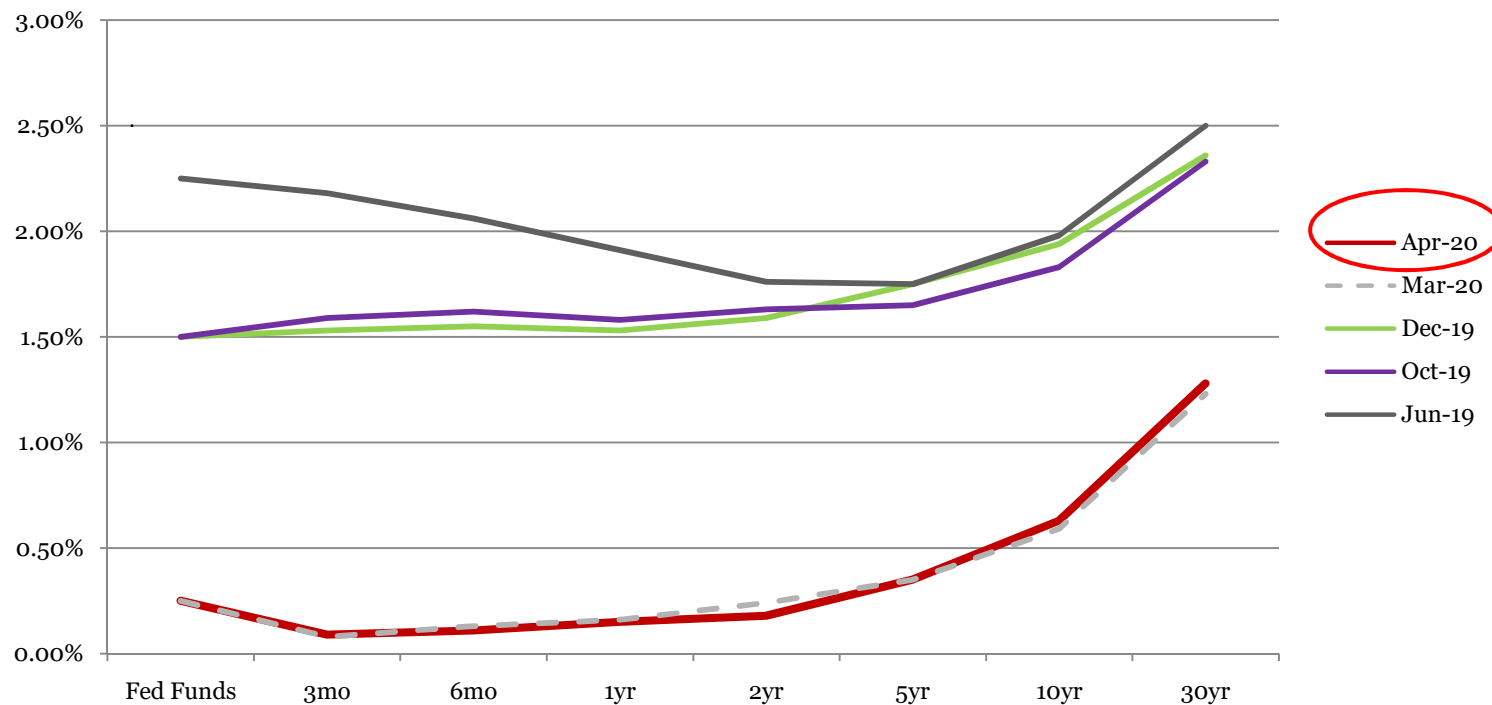
The Fed is expected to begin purchasing ETFs in early May and then move to purchases of corporate bonds. This will calm the markets as the support of the CP market did.

The U.S. relies on overseas producers – specifically China – for 30% of PPE, 40% of finished medications and 80% of active pharmaceutical ingredients, an imbalance, which leaves the U.S. very vulnerable in times of catastrophe. As a result, on the fiscal front, tax incentives and potential re-shoring subsidies are among measures being considered to create a trading alliance of "trusted partners."



This is more than anyone expected

- Fed actions and market fears around the world have caused Treasury and agency rates to remain at the levels seen last month.
- Fear increases the demand for safe havens and the safest are the U.S. Treasury and the USD dollar. The purchasing of short-term securities to wait out the virus has driven prices up and rates down. Without any change in outlook this will not change.
- Now the fear has to include a move to *deflation*.
- Even high credit quality, sterling grade companies are being affected in the short-term. Disney was downgraded as parks closed. But companies are slowly moving to open slowly and cautiously from small town cafes to mega-corporations like Disney and struggling car companies. Despite threats, but with upmost caution, companies and therefore the economy have to open.
- Expect rates to stay low for at least the next several months as the globe fights – and destroys – this virus.



End of Month Rates - Full Yield Curve – Fed Funds to 30yr

McAllen Independent School District
 Monthly Investment Report
 April 1, 2020 – April 30, 2020

Portfolio Summary Management Report

This report and investment portfolio of the District is in compliance with the District investment strategy as expressed in the District's investment policy and relevant provisions of the Government Code, Chapter 2256, the Public Funds Investment Act.

Portfolio as of 03/31/20:		Portfolio as of 04/30/20:	
Beginning Book Value	\$ 153,093,154	Ending Book Value	\$ 145,505,769
Beginning Market Value	\$ 153,164,279	Ending Market Value	\$ 145,569,611
		Unrealized Gain/Loss	\$ 63,842
WAM at Beginning Period Date ¹	44 days	WAM at Ending Period Date ¹	68 days
<i>(Decrease in market value is due to seasonal cash outflows)</i>		Change in Market Value ²	\$ (7,594,668)
Average Yield to Maturity for period		0.972%	
Average Yield 180-Day Treasury Bill for period		0.170%	

Cynthia Medrano-Richards

 Cynthia Medrano-Richards, Asst. Superintendent for Bus. Operations
 McAllen ISD

Iris Luna

 Iris Luna, Director of Accounting
 McAllen ISD

Dyanira Diaz
 Dyanira Diaz (May 18, 2020)

 Dyanira Diaz, Coordinator for Accounting
 McAllen ISD

Adelita Felix

 Adelita Felix, CFO
 McAllen ISD

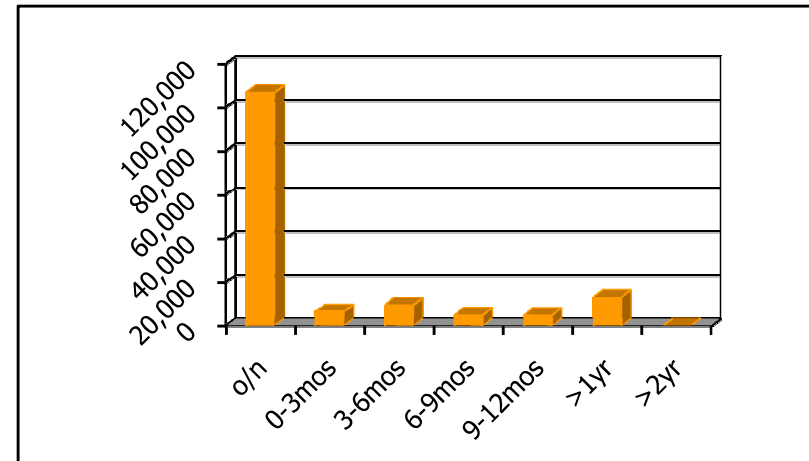
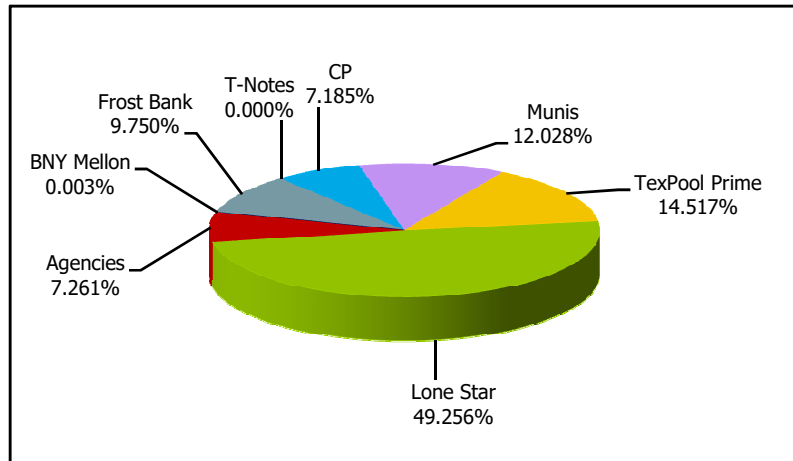
 1 WAM – weighted average maturity

2 “Change in Market Value” is required data, but will primarily reflect the receipt and expenditure of the District’s funds from month to month. *Patterson & Associates* has assisted in the preparation of this consolidated investment report, with additional input provided by McAllen ISD.

Your Portfolio

As of April 30, 2020

- P&A constantly reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions.
- The graphs below show asset allocations by market sector and by maturity in your portfolio. They do reflect our expectation of continuing low rates but also our attempts to use all authorized maturities to capture yield available. As Fed actions are introduced some normalcy will return as different market sectors respond. This is what we are watching for and acting on.
- The non-cash portion of your portfolio is yielding 1.75%.





**McAllen ISD
Portfolio Management
Portfolio Summary
April 30, 2020**

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
BNY Mellon	4,128.96	4,128.96	4,128.96	0.00	1	1	0.000
Frost Bank	14,187,219.03	14,187,219.03	14,187,219.03	9.75	1	1	0.010
Municipal Bonds Actual	5,520,000.00	5,580,830.40	5,539,997.17	3.81	157	118	2.801
Commercial Paper Disc. -Amortizing	10,500,000.00	10,455,096.94	10,455,096.94	7.19	168	88	1.793
Federal Agency Coupon Securities	10,565,000.00	10,571,362.12	10,564,833.33	7.26	512	403	1.604
Municipal Bonds	11,703,000.00	11,977,961.90	11,961,481.56	8.22	384	330	1.356
Texpool/Texpool Prime	21,122,669.63	21,122,669.63	21,122,669.63	14.52	1	1	0.698
Lone Star	71,670,342.24	71,670,342.24	71,670,342.24	49.26	1	1	0.825
	145,272,359.86	145,569,611.22	145,505,768.86	100.00%	87	68	0.972
Investments							
Cash and Accrued Interest							
Accrued Interest at Purchase		259,602.79	259,602.79				
Subtotal		259,602.79	259,602.79				
Total Cash and Investments	145,272,359.86	145,829,214.01	145,765,371.65		87	68	0.972

Total Earnings	April 30 Month Ending	Fiscal Year To Date
Current Year	118,117.24	1,802,163.40

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of McAllen ISD of the position and activity within the District's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body.

Adelita Felix

 Adelita Felix, Chief Financial Officer

May 18, 2020



McAllen ISD
Summary by Type
April 30, 2020
Grouped by Fund

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746
 -

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Activity Fund						
Frost Bank	1	1,738,913.47	1,738,913.47	1.20	0.010	1
Subtotal	1	1,738,913.47	1,738,913.47	1.20	0.010	1
Fund: Clearing Fund						
Frost Bank	1	4,653,346.55	4,653,346.55	3.20	0.010	1
Subtotal	1	4,653,346.55	4,653,346.55	3.20	0.010	1
Fund: Capital Projects Fund						
Frost Bank	2	887,668.64	887,668.64	0.61	0.010	1
Lone Star	4	25,815,948.17	25,815,948.17	17.74	0.825	1
Municipal Bonds	2	5,728,000.00	5,847,093.45	4.02	1.156	383
Subtotal	8	32,431,616.81	32,550,710.26	22.37	0.862	70
Fund: Debt Service Fund						
Frost Bank	1	7,149.60	7,149.60	0.00	0.010	1
Lone Star	2	1,628,438.75	1,628,438.75	1.12	0.825	1
Subtotal	3	1,635,588.35	1,635,588.35	1.12	0.822	1
Fund: General Fund						
Municipal Bonds	2	4,670,000.00	4,802,917.96	3.30	1.246	276
Frost Bank	1	5,888,591.85	5,888,591.85	4.05	0.010	1
Federal Agency Coupon Securities	2	3,565,000.00	3,565,000.00	2.45	1.612	325
Lone Star	3	35,909,709.04	35,909,709.04	24.68	0.825	1
Texpool/Texpool Prime	2	21,122,669.63	21,122,669.63	14.52	0.698	1
Municipal Bonds Actual	1	4,000,000.00	4,014,490.70	2.76	2.801	118
Commercial Paper Disc. -Amortizing	5	10,500,000.00	10,455,096.94	7.19	1.793	88
Subtotal	16	85,655,970.52	85,758,476.12	58.95	1.005	46
Fund: Plan 457 Fund						
Frost Bank	1	27,743.77	27,743.77	0.02	0.010	1
Subtotal	1	27,743.77	27,743.77	0.02	0.010	1

**McAllen ISD
Summary by Type
April 30, 2020
Grouped by Fund**

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Proprietary Fund						
Frost Bank	1	983,805.15	983,805.15	0.68	0.010	1
Lone Star	2	8,316,246.28	8,316,246.28	5.72	0.825	1
Subtotal	3	9,300,051.43	9,300,051.43	6.40	0.739	1
Fund: QSCB - Reserve Fund						
BNY Mellon	1	4,128.96	4,128.96	0.00	0.000	1
Federal Agency Coupon Securities	2	7,000,000.00	6,999,833.33	4.81	1.600	443
Municipal Bonds Actual	1	1,520,000.00	1,525,506.47	1.05	2.801	118
Municipal Bonds	1	1,305,000.00	1,311,470.15	0.90	2.650	290
Subtotal	5	9,829,128.96	9,840,938.91	6.76	1.926	372
Fund: QSCB - Debt Service						
BNY Mellon	1	0.00	0.00	0.00	0.000	0
Subtotal	1	0.00	0.00	0.00	0.000	0
Total and Average	39	145,272,359.86	145,505,768.86	100.00	0.972	68



**McAllen ISD
Fund ACT - Activity Fund
Investments by Fund
April 30, 2020**

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
-

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999915	10020	Frost Bank Public Checking	07/01/2019	1,738,913.47	1,738,913.47	1,738,913.47	0.010	0.009	0.010	1
		Subtotal and Average		1,738,913.47	1,738,913.47	1,738,913.47		0.010	0.010	1
		Total Investments and Average		1,738,913.47	1,738,913.47	1,738,913.47		0.010	0.010	1

**Fund CLEAR - Clearing Fund
Investments by Fund
April 30, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999914	10019	Frost Bank Public Checking	07/01/2019	4,653,346.55	4,653,346.55	4,653,346.55	0.010	0.009	0.010	1
Subtotal and Average				4,653,346.55	4,653,346.55	4,653,346.55	0.010	0.010		1
Total Investments and Average				4,653,346.55	4,653,346.55	4,653,346.55	0.010	0.010		1

Fund CP - Capital Projects Fund
Investments by Fund
April 30, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Frost Bank											
999922	10103	Frost Bank Public Checking	12/18/2019	519,209.09	519,209.09	519,209.09	0.010	0.009	0.010		1
SYS10109	10109	Frost Bank Public Checking	02/11/2020	368,459.55	368,459.55	368,459.55	0.010	0.009	0.010		1
Subtotal and Average				887,668.64	887,668.64	887,668.64		0.010	0.010		1
Municipal Bonds											
114727VW7	10118	Broome County NY	04/30/2020	3,434,803.93	3,418,000.00	3,433,517.72	1.750	1.233	1.250	04/30/2021	364
95639PBF9	10116	West Virginia State Eco Dev	04/28/2020	2,412,289.52	2,310,000.00	2,412,289.52	5.000	1.006	1.020	06/15/2021	410
Subtotal and Average				5,847,093.45	5,728,000.00	5,845,807.24		1.140	1.156		382
Lone Star											
108906G	10101	Lone Star Corporate Overnight	12/18/2019	2,011,951.75	2,011,951.75	2,011,951.75	1.090	1.075	1.090		1
108906I	10108	Lone Star Corporate Overnight	02/21/2020	10,899,220.37	10,899,220.37	10,899,220.37	1.090	1.075	1.090		1
108906H	10102	Lone Star Government ON	12/18/2019	2,011,375.24	2,011,375.24	2,011,375.24	0.560	0.552	0.560		1
108906J	10113	Lone Star Government ON	03/12/2020	10,893,400.81	10,893,400.81	10,893,400.81	0.560	0.552	0.560		1
Subtotal and Average				25,815,948.17	25,815,948.17	25,815,948.17		0.814	0.825		1
Total Investments and Average				32,550,710.26	32,431,616.81	32,549,424.05		0.850	0.862		69

**Fund DS - Debt Service Fund
Investments by Fund
April 30, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999918	10023	Frost Bank Public Checking	07/01/2019	7,149.60	7,149.60	7,149.60	0.010	0.009	0.010	1
Subtotal and Average				7,149.60	7,149.60	7,149.60		0.010	0.010	1
Lone Star										
108906B	10032	Lone Star Corporate Overnight	10/22/2015	814,433.40	814,433.40	814,433.40	1.090	1.075	1.090	1
108906C	10089	Lone Star Government ON	08/05/2019	814,005.35	814,005.35	814,005.35	0.560	0.552	0.560	1
Subtotal and Average				1,628,438.75	1,628,438.75	1,628,438.75		0.814	0.825	1
Total Investments and Average				1,635,588.35	1,635,588.35	1,635,588.35		0.810	0.822	1

**Fund GEN - General Fund
Investments by Fund
April 30, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Frost Bank											
999917	10022	Frost Bank Public Checking	07/01/2019	5,888,591.85	5,888,591.85	5,888,591.85	0.010	0.009	0.010		1
Subtotal and Average				5,888,591.85	5,888,591.85	5,888,591.85		0.010	0.010		1
Municipal Bonds Actual											
882724PY7	10111	State of Texas Tax	03/23/2020	4,014,490.70	4,000,000.00	4,044,080.00	4.000	2.801	2.801	08/27/2020	118
Subtotal and Average				4,014,490.70	4,000,000.00	4,044,080.00		2.801	2.801		118
Commercial Paper Disc. -Amortizing											
06742VCR0	10110	Barclays Bank CP	03/13/2020	1,994,441.66	2,000,000.00	1,994,441.66		1.456	1.477	07/09/2020	69
05990CGT5	10104	Banco Credito MIA CP	01/31/2020	2,489,004.17	2,500,000.00	2,489,004.17		1.836	1.862	07/27/2020	87
05990CHA5	10105	Banco Credito MIA CP	02/13/2020	1,990,012.22	2,000,000.00	1,990,012.22		1.795	1.820	08/10/2020	101
56108JEC1	10094	Malayan Bank CP	11/14/2019	1,998,838.89	2,000,000.00	1,998,838.89	1.900	1.918	1.944	05/12/2020	11
2546R2KL9	10115	Walt Disney CP	04/23/2020	1,982,800.00	2,000,000.00	1,982,800.00		1.816	1.841	10/20/2020	172
Subtotal and Average				10,455,096.94	10,500,000.00	10,455,096.94		1.768	1.793		87
Federal Agency Coupon Securities											
3133EK7L4	10097	FFCB Call Note	11/19/2019	2,000,000.00	2,000,000.00	2,001,556.58	1.660	1.637	1.660	11/19/2020	202
3134GVDW5	10107	FHLMC Call Note	02/28/2020	1,565,000.00	1,565,000.00	1,565,653.89	1.550	1.528	1.549	08/26/2021	482
Subtotal and Average				3,565,000.00	3,565,000.00	3,567,210.47		1.590	1.612		324
Municipal Bonds											
235036YT1	10114	DFW Int'l Airport Rev	04/07/2020	2,844,890.75	2,795,000.00	2,850,257.15	5.000	1.382	1.401	11/01/2020	184
95639PBF9	10117	West Virginia State Eco Dev	04/28/2020	1,958,027.21	1,875,000.00	1,958,027.21	5.000	1.006	1.020	06/15/2021	410
Subtotal and Average				4,802,917.96	4,670,000.00	4,808,284.36		1.229	1.246		276
Texpool/Texpool Prime											
999921	10092	Texpool	08/05/2019	10,546,546.20	10,546,546.20	10,546,546.20	0.455	0.448	0.455		1
999920	10034	Texpool Prime	11/03/2015	10,576,123.43	10,576,123.43	10,576,123.43	0.941	0.928	0.940		1
Subtotal and Average				21,122,669.63	21,122,669.63	21,122,669.63		0.689	0.698		1
Lone Star											
108906F	10099	Lone Star Corporate Overnight+	11/18/2019	0.00	0.00	0.00					1
108906	10003	Lone Star Corporate Overnight	11/01/2014	17,960,220.12	17,960,220.12	17,960,220.12	1.090	1.075	1.090		1
108906D	10090	Lone Star Government ON	08/05/2019	17,949,488.92	17,949,488.92	17,949,488.92	0.560	0.552	0.560		1
Subtotal and Average				35,909,709.04	35,909,709.04	35,909,709.04		0.814	0.825		1

**Fund GEN - General Fund
Investments by Fund
April 30, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Total Investments and Average				85,758,476.12	85,655,970.52	85,795,642.29		0.993	1.005	45

**Fund PLAN457 - Plan 457 Fund
Investments by Fund
April 30, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999916	10021	Frost Bank Public Checking	07/01/2019	27,743.77	27,743.77	27,743.77	0.010	0.009	0.010	1
Subtotal and Average				27,743.77	27,743.77	27,743.77	0.010	0.010		1
Total Investments and Average				27,743.77	27,743.77	27,743.77	0.010	0.010		1

**Fund PROP - Proprietary Fund
Investments by Fund
April 30, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999919	10024	Frost Bank Public Checking	07/01/2019	983,805.15	983,805.15	983,805.15	0.010	0.009	0.010	1
Subtotal and Average				983,805.15	983,805.15	983,805.15		0.010	0.010	1
Lone Star										
108906A	10025	Lone Star Corporate Overnight	08/05/2015	4,158,903.23	4,158,903.23	4,158,903.23	1.090	1.075	1.090	1
108906E	10091	Lone Star Government ON	08/05/2019	4,157,343.05	4,157,343.05	4,157,343.05	0.560	0.552	0.560	1
Subtotal and Average				8,316,246.28	8,316,246.28	8,316,246.28		0.814	0.825	1
Total Investments and Average				9,300,051.43	9,300,051.43	9,300,051.43		0.729	0.739	1

**Fund QSCB - QSCB - Reserve Fund
Investments by Fund
April 30, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
BNY Mellon											
882521	10014	BNY Mellon - Cash	07/01/2019	4,128.96	4,128.96	4,128.96					1
Subtotal and Average				4,128.96	4,128.96	4,128.96		0.000	0.000		1
Municipal Bonds Actual											
882724PY7	10112	State of Texas Tax	03/23/2020	1,525,506.47	1,520,000.00	1,536,750.40	4.000	2.801	2.801	08/27/2020	118
Subtotal and Average				1,525,506.47	1,520,000.00	1,536,750.40		2.801	2.801		118
Federal Agency Coupon Securities											
3133ELAS3	10098	FFCB Call Note	11/26/2019	2,999,833.33	3,000,000.00	3,002,480.37	1.640	1.644	1.667	05/26/2021	390
3134GVDW5	10106	FHLMC Call Note	02/28/2020	4,000,000.00	4,000,000.00	4,001,671.28	1.550	1.528	1.549	08/26/2021	482
Subtotal and Average				6,999,833.33	7,000,000.00	7,004,151.65		1.578	1.600		442
Municipal Bonds											
9143013U8	10083	University of Houston	02/27/2019	1,311,470.15	1,305,000.00	1,323,870.30	3.300	2.614	2.650	02/15/2021	290
Subtotal and Average				1,311,470.15	1,305,000.00	1,323,870.30		2.614	2.650		290
Total Investments and Average				9,840,938.91	9,829,128.96	9,868,901.31		1.905	1.926		371

Fund QSCBDS - QSCB - Debt Service
Investments by Fund
April 30, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
BNY Mellon										
882520	10040	BNY Mellon - Cash	07/01/2019	0.00	0.00	0.00				1
Subtotal and Average				0.00	0.00	0.00		0.000	0.000	0
Total Investments and Average				0.00	0.00	0.00		0.000	0.000	0



McAllen ISD
Cash Reconciliation Report
For the Period April 1, 2020 - April 30, 2020
Grouped by Fund

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746
 -

Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
Capital Projects Fund											
04/28/2020	10116	CP	Purchase	95639PBF9	2,310,000.00	WVAEDA 2.3M 5.00% Mat.	06/15/2021	-2,413,049.10	-42,670.83	0.00	-2,455,719.93
04/30/2020	10118	CP	Purchase	114727VW7	3,418,000.00	BROOME 3.4M 1.75% Mat.	04/30/2021	-3,434,850.74	0.00	0.00	-3,434,850.74
Subtotal								-5,847,899.84	-42,670.83	0.00	-5,890,570.67
General Fund											
04/07/2020	10114	GEN	Purchase	235036YT1	2,795,000.00	DFWAIR 2.8M 5.00% Mat.	11/01/2020	-2,851,542.85	-60,558.33	0.00	-2,912,101.18
04/15/2020	10076	GEN	Interest	912828X21	2,250,000.00	TNOTE 2.3M 1.50% Mat. 04/15/2020	04/15/2020	0.00	16,875.00	0.00	16,875.00
04/15/2020	10076	GEN	Maturity	912828X21	2,250,000.00	TNOTE 2.3M 1.50% Mat. 04/15/2020	04/15/2020	0.00	0.00	2,250,000.00	2,250,000.00
04/23/2020	10115	GEN	Purchase	2546R2KL9	2,000,000.00	WALT 2.0M 0.00% Mat. 10/20/2020	10/20/2020	-1,982,000.00	0.00	0.00	-1,982,000.00
04/28/2020	10117	GEN	Purchase	95639PBF9	1,875,000.00	WVAEDA 1.9M 5.00% Mat.	06/15/2021	-1,958,643.75	-34,635.42	0.00	-1,993,279.17
Subtotal								-6,792,186.60	-78,318.75	2,250,000.00	-4,620,505.35
Total								-12,640,086.44	-120,989.58	2,250,000.00	-10,511,076.02



**McAllen ISD
Purchases Report
Sorted by Fund - Fund
April 1, 2020 - April 30, 2020**

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
-

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
Capital Projects Fund													
95639PBF9	10116	CP	MC2	WVAEDA	2,310,000.00	04/28/2020	06/15 - 12/15	2,413,049.10	42,670.83	5.000	06/15/2021	1.020	2,412,289.52
114727VW7	10118	CP	MC2	BROOME	3,418,000.00	04/30/2020	04/30 - Final Pmt.	3,434,850.74		1.750	04/30/2021	1.251	3,434,803.93
				Subtotal	5,728,000.00			5,847,899.84	42,670.83				5,847,093.45
General Fund													
235036YT1	10114	GEN	MC2	DFWAIR	2,795,000.00	04/07/2020	05/01 - 11/01	2,851,542.85	60,558.33	5.000	11/01/2020	1.402	2,844,890.75
2546R2KL9	10115	GEN	ACP	WALT	2,000,000.00	04/23/2020	10/20 - At Maturity	1,982,000.00			10/20/2020	1.816	1,982,800.00
95639PBF9	10117	GEN	MC2	WVAEDA	1,875,000.00	04/28/2020	06/15 - 12/15	1,958,643.75	34,635.42	5.000	06/15/2021	1.020	1,958,027.21
				Subtotal	6,670,000.00			6,792,186.60	95,193.75				6,785,717.96
				Total Purchases	12,398,000.00			12,640,086.44	137,864.58				12,632,811.41



McAllen ISD
Maturity Report
Sorted by Maturity Date
 Receipts during April 1, 2020 - April 30, 2020

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746
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CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
912828X21	10076	GEN	TRC	TNOTE	2,250,000.00	04/15/2020	09/12/2018	1.500	2,250,000.00	16,875.00	2,266,875.00	16,875.00
Total Maturities					2,250,000.00				2,250,000.00	16,875.00	2,266,875.00	16,875.00



McAllen ISD
Interest Earnings
Sorted by Fund - Fund
April 1, 2020 - April 30, 2020
Yield on Average Book Value

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Adjusted Interest Earnings			
									Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Activity Fund												
999915	10020	ACT	LA2	1,738,913.47	1,830,064.50	1,827,082.27		0.010	0.106	159.20	0.00	159.20
			Subtotal	1,738,913.47	1,830,064.50	1,827,082.27			0.106	159.20	0.00	159.20
Fund: Clearing Fund												
999914	10019	CLEAR	LA2	4,653,346.55	4,790,716.42	4,786,235.15		0.010	0.067	263.30	0.00	263.30
			Subtotal	4,653,346.55	4,790,716.42	4,786,235.15			0.067	263.30	0.00	263.30
Fund: Capital Projects Fund												
108906I	10108	CP	RR2	10,899,220.37	13,529,126.53	13,353,112.99		1.090	1.087	11,932.84	0.00	11,932.84
108906G	10101	CP	RR2	2,011,951.75	1,345,022.62	1,362,133.59		1.090	1.089	1,219.00	0.00	1,219.00
999922	10103	CP	LA2	519,209.09	1,462,259.26	1,598,000.38		0.010	0.108	141.46	0.00	141.46
SYS10109	10109	CP	LA2	368,459.55	1,213,523.02	1,092,410.59		0.010	0.108	96.70	0.00	96.70
108906H	10102	CP	RR2	2,011,375.24	1,386,042.87	1,406,887.28		0.560	0.556	642.50	0.00	642.50
108906J	10113	CP	RR2	10,893,400.81	13,512,448.52	13,278,463.60		0.560	0.560	6,113.29	0.00	6,113.29
95639PBF9	10116	CP	MC2	2,310,000.00	0.00	241,254.27	06/15/2021	5.000	1.023	962.50	-759.58	202.92
114727VW7	10118	CP	MC2	3,418,000.00	0.00	114,493.46	04/30/2021	1.750	1.268	166.15	-46.81	119.34
			Subtotal	32,431,616.81	32,448,422.82	32,446,756.16			0.767	21,274.44	-806.39	20,468.05
Fund: Debt Service Fund												
108906B	10032	DS	RR2	814,433.40	838,924.70	860,281.59		1.090	1.089	770.33	0.00	770.33
999918	10023	DS	LA2	7,149.60	6,684.98	6,947.03		0.010	0.107	0.61	0.00	0.61
108906C	10089	DS	RR2	814,005.35	745,598.71	747,878.93		0.560	0.557	342.57	0.00	342.57
			Subtotal	1,635,588.35	1,591,208.39	1,615,107.56			0.839	1,113.51	0.00	1,113.51
Fund: General Fund												
912828X21	10076	GEN	TRC	0.00	2,249,015.20	1,049,786.63	04/15/2020	1.500	2.638	1,290.98	984.80	2,275.78
999921	10092	GEN	RRP	10,546,546.20	10,542,601.96	10,542,733.43		0.455	0.455	3,944.24	0.00	3,944.24
108906	10003	GEN	RR2	17,960,220.12	23,903,976.55	22,867,121.04		1.090	1.092	20,516.46	0.00	20,516.46
3134GVDW5	10107	GEN	FAC	1,565,000.00	1,565,000.00	1,565,000.00	08/26/2021	1.550	1.572	2,021.46	0.00	2,021.46
999917	10022	GEN	LA2	5,888,591.85	6,402,834.12	6,385,890.43		0.010	0.109	573.18	0.00	573.18
999920	10034	GEN	RRP	10,576,123.43	10,567,950.52	10,568,222.95		0.941	0.941	8,172.91	0.00	8,172.91

McAllen ISD
Interest Earnings
April 1, 2020 - April 30, 2020

Adjusted Interest Earnings

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: General Fund												
3133EK7L4	10097	GEN	FAC	2,000,000.00	2,000,000.00	2,000,000.00	11/19/2020	1.660	1.683	2,766.67	0.00	2,766.67
108906D	10090	GEN	RR2	17,949,488.92	25,304,438.21	20,809,273.23		0.560	0.572	9,785.27	0.00	9,785.27
56108JEC1	10094	GEN	ACP	2,000,000.00	1,995,672.22	1,997,308.33	05/12/2020	1.900	1.929	0.00	3,166.67	3,166.67
05990CHA5	10105	GEN	ACP	2,000,000.00	1,987,045.56	1,988,578.33	08/10/2020		1.815	0.00	2,966.66	2,966.66
05990CGT5	10104	GEN	ACP	2,500,000.00	2,485,212.50	2,487,171.53	07/27/2020		1.855	0.00	3,791.67	3,791.67
06742VCR0	10110	GEN	ACP	2,000,000.00	1,992,025.00	1,993,273.61	07/09/2020		1.475	0.00	2,416.66	2,416.66
882724PY7	10111	GEN	NCB	4,000,000.00	4,018,174.78	4,016,271.34	08/27/2020	4.000	2.857	13,114.75	-3,684.08	9,430.67
235036YT1	10114	GEN	MC2	2,795,000.00	0.00	2,278,462.57	11/01/2020	5.000	1.423	9,316.67	-6,652.10	2,664.57
2546R2KL9	10115	GEN	ACP	2,000,000.00	0.00	528,653.33	10/20/2020		1.841	0.00	800.00	800.00
95639PBF9	10117	GEN	MC2	1,875,000.00	0.00	195,823.27	06/15/2021	5.000	1.023	781.25	-616.54	164.71
Subtotal				85,655,970.52	95,013,946.62	91,273,570.03			1.006	72,283.84	3,173.74	75,457.58
Fund: Plan 457 Fund												
999916	10021	PLAN457	LA2	27,743.77	31,290.15	28,806.93		0.010	0.108	2.55	0.00	2.55
Subtotal				27,743.77	31,290.15	28,806.93			0.108	2.55	0.00	2.55
Fund: Proprietary Fund												
108906A	10025	PROP	RR2	4,158,903.23	2,982,254.01	3,474,808.98		1.090	1.084	3,095.83	0.00	3,095.83
999919	10024	PROP	LA2	983,805.15	1,233,067.71	1,224,781.81		0.010	0.066	65.96	0.00	65.96
108906E	10091	PROP	RR2	4,157,343.05	3,329,360.78	3,356,960.19		0.560	0.557	1,535.66	0.00	1,535.66
Subtotal				9,300,051.43	7,544,682.50	8,056,550.98			0.709	4,697.45	0.00	4,697.45
Fund: QSCB - Reserve Fund												
882521	10014	QSCB	LA1	4,128.96	4,128.96	4,128.96				0.00	0.00	0.00
3134GVDW5	10106	QSCB	FAC	4,000,000.00	4,000,000.00	4,000,000.00	08/26/2021	1.550	1.572	5,166.66	0.00	5,166.66
3133ELAS3	10098	QSCB	FAC	3,000,000.00	2,999,633.33	2,999,736.67	05/26/2021	1.640	1.744	4,100.00	200.00	4,300.00
9143013U8	10083	QSCB	MC2	1,305,000.00	1,312,153.61	1,311,800.49	02/15/2021	3.300	2.695	3,588.75	-683.46	2,905.29
882724PY7	10112	QSCB	NCB	1,520,000.00	1,526,906.42	1,526,183.11	08/27/2020	4.000	2.857	4,983.60	-1,399.95	3,583.65
Subtotal				9,829,128.96	9,842,822.32	9,841,849.22			1.972	17,839.01	-1,883.41	15,955.60
Total				145,272,359.86	153,093,153.72	149,875,958.30			0.959	117,633.30	483.94	118,117.24



**McAllen ISD
Amortization Schedule
April 1, 2020 - April 30, 2020
Sorted By Fund - Fund**

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
-

Investment #	Maturity Date	Beginning Par Value			Amounts Amortized					
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	And Unamortized As of 04/01/2020	Amount Amortized This Period	Amt Amortized Through 04/30/2020	Amount Unamortized Through 04/30/2020
Capital Projects Fund										
10118	CP	04/30/2021	3,418,000.00	3,434,850.74	16,850.74	3,434,803.93	0.00	-46.81	-46.81	16,803.93
			1.750				16,850.74			
10116	CP	06/15/2021	2,310,000.00	2,413,049.10	103,049.10	2,412,289.52	0.00	-759.58	-759.58	102,289.52
			5.000				103,049.10			
Subtotal				5,847,899.84	119,899.84	5,847,093.45	0.00	-806.39	-806.39	119,093.45
							119,899.84			
General Fund										
10110	GEN	07/09/2020	2,000,000.00	1,990,494.44	-9,505.56	1,994,441.66	1,530.56	2,416.66	3,947.22	-5,558.34
							-7,975.00			
10104	GEN	07/27/2020	2,500,000.00	2,477,502.78	-22,497.22	2,489,004.17	7,709.72	3,791.67	11,501.39	-10,995.83
							-14,787.50			
10105	GEN	08/10/2020	2,000,000.00	1,982,298.89	-17,701.11	1,990,012.22	4,746.67	2,966.66	7,713.33	-9,987.78
							-12,954.44			
10114	GEN	11/01/2020	2,795,000.00	2,851,542.85	56,542.85	2,844,890.75	0.00	-6,652.10	-6,652.10	49,890.75
			5.000				56,542.85			
10094	GEN	05/12/2020	2,000,000.00	1,981,000.00	-19,000.00	1,998,838.89	14,672.22	3,166.67	17,838.89	-1,161.11
			1.900				-4,327.78			
10076	GEN	04/15/2020	2,250,000.00	2,209,130.86	-40,869.14	0.00	39,884.34	984.80	40,869.14	0.00
			1.500				-984.80			
10111	GEN	08/27/2020	4,000,000.00	4,019,280.00	19,280.00	4,014,490.70	-1,105.22	-3,684.08	-4,789.30	14,490.70
			4.000				18,174.78			
10115	GEN	10/20/2020	2,000,000.00	1,982,000.00	-18,000.00	1,982,800.00	0.00	800.00	800.00	-17,200.00
							-18,000.00			
10117	GEN	06/15/2021	1,875,000.00	1,958,643.75	83,643.75	1,958,027.21	0.00	-616.54	-616.54	83,027.21
			5.000				83,643.75			
Subtotal				21,451,893.57	31,893.57	19,272,505.60	67,438.29	3,173.74	70,612.03	102,505.60
							99,331.86			
QSCB - Reserve Fund										
10098	QSCB	05/26/2021	3,000,000.00	2,998,800.00	-1,200.00	2,999,833.33	833.33	200.00	1,033.33	-166.67
							-366.67			
10112	QSCB	08/27/2020	1,520,000.00	1,527,326.40	7,326.40	1,525,506.47	-419.98	-1,399.95	-1,819.93	5,506.47
			4.000				6,906.42			
10083	QSCB	02/15/2021	1,305,000.00	1,321,129.80	16,129.80	1,311,470.15	-8,976.19	-683.46	-9,659.65	6,470.15
			3.300				7,153.61			

McAllen ISD
Amortization Schedule
April 1, 2020 - April 30, 2020

<u>Investment #</u>	<u>Maturity Date</u>	<u>Beginning Par Value</u>				<u>Amounts Amortized</u>				
<u>Issuer</u>	<u>Fund</u>	<u>Amort. Date</u>	<u>Current Rate</u>	<u>Purchase Principal</u>	<u>Original Premium or Discount</u>	<u>Ending Book Value</u>	<u>And Unamortized As of 04/01/2020</u>	<u>Amount Amortized This Period</u>	<u>Amt Amortized Through 04/30/2020</u>	<u>Amount Unamortized Through 04/30/2020</u>
			Subtotal	5,847,256.20	22,256.20	5,836,809.95	-8,562.84 13,693.36	-1,883.41	-10,446.25	11,809.95
			Total	33,147,049.61	174,049.61	30,956,409.00	58,875.45 232,925.06	483.94	59,359.39	233,409.00



McAllen ISD
Projected Cashflow Report
Sorted by Monthly
For the Period May 1, 2020 - November 30, 2020

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746
 -

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
May 2020										
05/01/2020	10114	GEN	235036YT1	Interest	DFW Int'l Airport Rev	0.00	0.00	0.00	69,875.00	69,875.00
05/12/2020	10094	GEN	56108JEC1	Maturity	Malayan Bank CP	2,000,000.00	1,981,000.00	2,000,000.00	0.00	2,000,000.00
05/19/2020	10097	GEN	3133EK7L4	Interest	FFCB Call Note	0.00	0.00	0.00	16,600.00	16,600.00
05/19/2020	10097	GEN	3133EK7L4	Call	FFCB Call Note	2,000,000.00	2,000,000.00	2,000,000.00	0.00	2,000,000.00
05/26/2020	10098	QSCB	3133ELAS3	Interest	FFCB Call Note	0.00	0.00	0.00	24,600.00	24,600.00
05/26/2020	10106	QSCB	3134GVDW5	Call	FHLMC Call Note	4,000,000.00	4,000,000.00	4,000,000.00	0.00	4,000,000.00
05/26/2020	10107	GEN	3134GVDW5	Call	FHLMC Call Note	1,565,000.00	1,565,000.00	1,565,000.00	0.00	1,565,000.00
Total for May 2020						9,565,000.00	9,546,000.00	9,565,000.00	111,075.00	9,676,075.00
June 2020										
06/15/2020	10116	CP	95639PBF9	Interest	West Virginia State Eco Dev	0.00	0.00	0.00	57,750.00	57,750.00
06/15/2020	10117	GEN	95639PBF9	Interest	West Virginia State Eco Dev	0.00	0.00	0.00	46,875.00	46,875.00
Total for June 2020						0.00	0.00	0.00	104,625.00	104,625.00
July 2020										
07/09/2020	10110	GEN	06742VCR0	Maturity	Barclays Bank CP	2,000,000.00	1,990,494.44	2,000,000.00	0.00	2,000,000.00
07/27/2020	10104	GEN	05990CGT5	Maturity	Banco Credito MIA CP	2,500,000.00	2,477,502.78	2,500,000.00	0.00	2,500,000.00
Total for July 2020						4,500,000.00	4,467,997.22	4,500,000.00	0.00	4,500,000.00
August 2020										
08/10/2020	10105	GEN	05990CHA5	Maturity	Banco Credito MIA CP	2,000,000.00	1,982,298.89	2,000,000.00	0.00	2,000,000.00
08/15/2020	10083	QSCB	9143013U8	Interest	University of Houston	0.00	0.00	0.00	21,532.50	21,532.50
08/26/2020	10106	QSCB	3134GVDW5	Interest	FHLMC Call Note	0.00	0.00	0.00	31,000.00	31,000.00
08/26/2020	10107	GEN	3134GVDW5	Interest	FHLMC Call Note	0.00	0.00	0.00	12,128.75	12,128.75
08/27/2020	10111	GEN	882724PY7	Maturity	State of Texas Tax	4,000,000.00	4,019,280.00	4,000,000.00	156,502.73	4,156,502.73
08/27/2020	10112	QSCB	882724PY7	Maturity	State of Texas Tax	1,520,000.00	1,527,326.40	1,520,000.00	59,471.04	1,579,471.04
Total for August 2020						7,520,000.00	7,528,905.29	7,520,000.00	280,635.02	7,800,635.02
October 2020										
10/20/2020	10115	GEN	2546R2KL9	Maturity	Walt Disney CP	2,000,000.00	1,982,000.00	2,000,000.00	0.00	2,000,000.00
Total for October 2020						2,000,000.00	1,982,000.00	2,000,000.00	0.00	2,000,000.00
November 2020										
11/01/2020	10114	GEN	235036YT1	Maturity	DFW Int'l Airport Rev	2,795,000.00	2,851,542.85	2,795,000.00	69,875.00	2,864,875.00
11/19/2020	10097	GEN	3133EK7L4	Maturity	FFCB Call Note	2,000,000.00	2,000,000.00	2,000,000.00	16,600.00	2,016,600.00
11/26/2020	10098	QSCB	3133ELAS3	Interest	FFCB Call Note	0.00	0.00	0.00	24,600.00	24,600.00

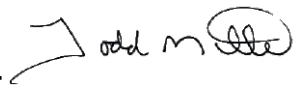
McAllen ISD
Projected Cashflow Report
For the Period May 1, 2020 - November 30, 2020

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
Total for November 2020						4,795,000.00	4,851,542.85	4,795,000.00	111,075.00	4,906,075.00
GRAND TOTALS:						28,380,000.00	28,376,445.36	28,380,000.00	607,410.02	28,987,410.02

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:

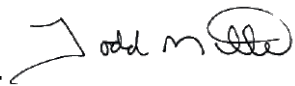


51 _____
Superintendent of Schools **May 18, 2020**

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:




52 _____
Superintendent of Schools May 18, 2020

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: *Maribelle ELizondo*
Maribelle ELizondo (May 20, 2020 13:47 CDT)

SUPERVISOR: 
Silvia Ibarra (May 20, 2020 14:13 CDT)

Approved for presentation to the Board of Education:



53 _____
Superintendent of Schools May 20, 2020

INTERLOCAL COOPERATION AGREEMENT
Establishing Duties and Responsibilities of Member School Districts and the
Fiscal Agent for Operation of the Regional Day School Program for the Deaf

WHEREAS, the **DONNA INDEPENDENT SCHOOL DISTRICT, EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT, EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, EXCELLENCE IN LEADERSHIP ACADEMY, HIDALGO INDEPENDENT SCHOOL DISTRICT, IDEA PUBLIC SCHOOLS, LA JOYA INDEPENDENT SCHOOL DISTRICT, LA VILLA INDEPENDENT SCHOOL DISTRICT, MCALLEN INDEPENDENT SCHOOL DISTRICT, MERCEDES INDEPENDENT SCHOOL DISTRICT, MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, MONTE ALTO INDEPENDENT SCHOOL DISTRICT, PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT, PREMIER HIGH SCHOOL RESPONSIVE EDUCATION SOLUTIONS, PROGRESO INDEPENDENT SCHOOL DISTRICT, SHARYLAND INDEPENDENT SCHOOL DISTRICT, VALLEY VIEW INDEPENDENT SCHOOL DISTRICT, VAGUARD ACADEMY, SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT, and WESLACO INDEPENDENT SCHOOL DISTRICT**, all of Hidalgo County, Texas; and **SANTA MARIA INDEPENDENT SCHOOL DISTRICT**, of Cameron County, Texas; **RIO GRANDE CITY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, and **ROMA INDEPENDENT SCHOOL DISTRICT, SAN ISIDRO INDEPENDENT SCHOOL DISTRICT**, of Starr County, Texas, hereinafter individually or collectively referred to as the "Districts", and the **McALLEN INDEPENDENT SCHOOL DISTRICT**, as **Fiscal Agent for the REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF**, hereinafter referred to as "Fiscal Agent" in

its capacity as fiscal agent and “MISD” in its capacity as a District, are authorized to provide Shared Service arrangements jointly with one or more other school districts for a special education program (the “Program”) in accordance with Section 29.007 of the Texas Education Code;

WHEREAS, the Districts and Fiscal Agent desire to enter into this interlocal agreement in accordance with Chapter 791 of the Texas Government Code to operate and fund the Regional Day School Program for the Deaf (the "Regional School") and setting out the purpose, terms, rights, objectives, duties and responsibilities of the contracting parties hereto; and

WHEREAS, the Districts and the Fiscal Agent have determined that the operation and funding of the Regional School is for a public purpose and is within their statutory powers of government;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the Districts and the Fiscal Agent acting by and through their duly authorized officers, do hereby covenant and agree as follows:

I.

NAME AND HEADQUARTERS

1.1 Name

The name of the Program shall sometimes be referred to as: **Regional Day School Program for the Deaf, RDSPD, RSD, or the Regional School.**

1.2 Headquarters

The place of business shall be located at the administrative offices of the McAllen Independent School District, 2000 N. 23rd Street, McAllen, Texas 78501.

II.

MANAGEMENT BOARD

2.1 Establishment

Pursuant to the Shared Services Arrangement Procedures for Regional Day School Programs for the Deaf promulgated by the Division of Services for the Deaf of the Texas Education Agency, the Regional School shall establish a management board (the “Management Board”).

2.2 Composition

The Management Board shall be comprised of the Special Education Director of each of the Districts or such Special Education Director’s designee. The Fiscal Agent shall have the right to have a representative present at all Management Board meetings (which may be in addition to the representation of MISD at the meeting provided that only the MISD member and not any additional Fiscal Agent representative, shall be entitled to vote).

2.3 Chairperson

The chairperson of the Management Board shall be a member of the Management Board and shall be elected by the members of the Management Board at the first meeting of the Management Board held during each fiscal year, to hold office until the election of a successor chairperson at the first meeting of the Management Board held during the next fiscal year, or until such chairperson’s earlier resignation or removal. The Management Board may remove the Chairperson at any meeting upon the vote of the members of the Management Board.

Responsibilities and Direction

2.4 (a) *Meeting*

The Management Board shall meet at least once per year. The chairperson presides over the meetings of the Management Board and calls meetings upon the request of any Management Board member or the Fiscal Agent. The members of the Management Board in attendance at any such meeting constitute a quorum. Any votes shall be determined by a majority of the members present at the meeting or by written consent of a majority of the members.

(b) *Minutes*

The Management Board chairperson shall record or appoint someone to record the minutes of each Management Board meeting. In the event the person so designated is not present at a meeting and the chairperson is also not present to appoint a replacement, the Management Board shall appoint a person to record the minutes for such Meeting.

(c) *Review of Budget, Fees and Reports*

The Management Board shall review the Regional School's budget, including the Student Fees and any other fees to be charged to the Districts, and may provide its input, if any, to the Fiscal Agent. The members of the Management Board shall review such other reports provided by the Fiscal Agent.

(d) *Direction of New Development*

The Management Board shall stay abreast of educational and regulatory developments related to the Program and may provide its input, if any, to the Fiscal Agent.

III.

MEMBERSHIP

The Districts which are parties to this Agreement or Charter School districts which have executed a joinder agreement to this Agreement (individually and collectively referred to herein as the "Member Districts" or "Districts") are:

Donna ISD
116 N. 10th St
Donna, Texas 78537-0116

Edcouch-Elsa ISD
P. O. Box 127
Edcouch, TX 78538-0127

Edinburg CISD
P. O. Box 990
Edinburg, Texas 78540-0990

Excellence in Leadership Academy
915 W. Interstate Hwy 2
Mission, Texas 78572

Hidalgo ISD
P.O. Drawer D
Hidalgo, Texas 78557-3004

IDEA Public Schools
505 Angelina, Suite 9
Weslaco, Texas 78572

La Joya ISD
P. O. Drawer J
201 E. Expressway
La Joya, Texas 78560-0510

La Villa ISD
P. O. Box 9
La Villa, Texas 78562-0009

McAllen ISD
2000 N. 23rd Street
McAllen, Texas 78501-2000

Mercedes ISD
P. O. Box 419
Mercedes, Texas 78570-0419

Mission CISD
1201 Bryce Drive
Mission, Texas 78572-1201

Monte Alto ISD
25149 1st Street
Monte Alto, Texas 78538

Pharr-San Juan-Alamo ISD
P. O. Drawer 769
Pharr, Texas 78577-1225

Premier High School
Responsive Education Solutions
4701 South Sugar Road
Edinburg, Texas 78539

Progreso ISD
P. O. Box 610
Progreso, Texas 78579-0613

Sharyland ISD
1106 N. Shary Road Mission,
Texas 78572-1106

Valley View ISD
9701 S. Jackson Road
Pharr, Texas 78577

Vanguard Academy
1200 East Kelly Avenue
Pharr, Texas 78577

Weslaco ISD
P. O. Box 266
Weslaco, Texas
78596-0266

Roma ISD
P. O. Box 187
Roma, Texas 78584-0187

South Texas ISD
100 Med High Drive
Mercedes, Texas 78570

Rio Grande City CISD
Fort Ringgold
Rio Grande City, Texas 78582-4799

San Isidro ISD
P.O. Box 10 / Highway 1017
San Isidro, Texas 78588-0010

Santa Maria ISD
P.O. Box 448
Santa Rosa, Texas 78592-0448

IV.

PURPOSE

The purpose of the Regional School is to provide, to the extent that federal, state and local resources permit, an educational program for persons from birth through age 21 who are Deaf or Hard of Hearing which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance, as provided in this Agreement. If a student cannot be served in the Regional School, it is the responsibility of the Member District in which such student resides to arrange for appropriate placement.

V.

POWERS AND DUTIES OF FISCAL AGENT

5.1 Designation

The Fiscal Agent of the Regional School shall be the McAllen Independent School District.

5.2 Powers and Duties

The Fiscal Agent shall have the power and duty to discharge faithfully the following responsibilities:

- a. Employ a director for the Regional School, and to establish the duties to be performed by such person. The policies of the Fiscal Agent will govern the employment of all Regional School personnel.
- b. Provide a management system for the Regional School which meets state and federal requirements.
- c. Allocate funds based on student needs of the Regional School as a whole.
- d. Acquire, hold and sell real, personal and mixed property.
- e. Receive bequests, donations or other monies or property coming legally into the hands of the Regional School.
- f. Contract for the professional services required for the administration and operation of the Regional School.
- g. Authorize the preparation of an annual budget, to adopt and amend the annual budget, to authorize preparation of periodic reports of receipts and disbursements, to authorize necessary applications for funds and amendments of such applications and to provide a copy of the annual budget to the Management Board for its review.
- h. Apply for, receive, safeguard, expend, distribute and account for all federal, state and local operating funds as the Fiscal Agent may, by policy or directive, provide in accordance with the annual budget and all federal and state requirements.
- i. Prepare and submit any and all applications, reports and accounting for the Regional School as required by federal and state authorities.
- j. Maintain personnel records for personnel employed by the Regional School and administer payroll, federal withholding, state retirement contributions, workers' compensation, unemployment insurance, sick, vacation and personal leave, group insurance and all other personnel accounting functions for all personnel whose positions are funded through the Regional School. Member Districts shall provide such information required by the Fiscal Agent to fulfill this duty.
- k. Purchase, inventory, safeguard, maintain, distribute, dispose of and account for all real and personal property of the Regional School, in accordance with the policies and directives of the Fiscal Agent.
- l. Order an audit of the accounts of the Regional School annually

following the close of each fiscal year, which audit may, as the Fiscal Agent determines, comprise a part of the annual audit of the McAllen Independent School District.

m. Establish policies and issue directives governing the program and business of the Regional School in accordance with state and federal requirements.

n. Borrow money to purchase, repair, renovate, and equip the Regional Day School.

o. Report student data to the Texas Education Agency (TEA). TEA will consider the Fiscal Agent the district accountable for Texas Academic Performance Report (TAPR). McAllen ISD RDSPD will provide a PEIMS 011 record to TEA.

VI.

PERSONNEL AND PROPERTY

6.1 Authority of Board of Trustees as Fiscal Agent

The Board of Trustees as the Fiscal Agent shall have final authority and responsibility for approving the hiring, employment, discharge and contractual nonrenewal of the Regional School's director, teachers and support staff.

6.2 Regional School Director

The Director of the Regional School must meet state certification requirements for the position and shall be employed by the Fiscal Agent Board of Trustees of the Fiscal Agent. The Director's compensation shall be fixed at such intervals and under such terms and conditions of employment as the MISD Board of Trustees as the Fiscal Agent may determine, and the Director, as well as all employees of the Regional School shall be subject to the personnel policies of the Board of Trustees as the Fiscal Agent.

6.3 Duties of the Director

The Director of the Regional School in addition to those duties as assigned, shall

perform the following:

- a. Provide attendance and grade reporting information to the Member School Districts, if requested by any Member District(s) and maintain a record of each student attending the Regional School for the time period in accordance with applicable Federal law.
- b. Be responsible for the evaluation of professional and nonprofessional staff.
- c. Be responsible for planning and administering instructional programs in compliance with State Board of Education regulations.
- d. Be accountable for the expenditure of all funds flowing to the Regional School subject to the approval of the Fiscal Agent Board of Trustees.

6.4 Other Staff

Staff of the Regional School must meet any state certification requirements of their positions and shall be employed by the Fiscal Agent Board of Trustees. Compensation for the Regional School positions shall be fixed at such intervals and under such terms and conditions of employment as approved by the Fiscal Agent Board of Trustees, and such employees shall be subject to the personnel policies of the Fiscal Agent Board of Trustees.

6.5 Ownership of Assets

Assets purchased with Regional School funds are the property of the Regional School. Property provided to the Regional School hereunder or donated to the Regional School shall be the property of the Regional School.

6.6 Mainstreaming

Any revenue generated and/or received with respect to mainstreaming students of the Regional School within MISD shall be the property of MISD and not the Regional School.

6.7 Disposition of Fixed and Liquid Assets Subsequent to Withdrawal of District or Dissolution of Regional School

(a) *Fixed Assets Upon Withdrawal*

In the event a District withdraws pursuant to Article X (a “Withdrawing District”) all real and personal property (e.g. equipment and supplies) in the Withdrawing District at the effective date of such withdrawal, used by the Regional School but not owned by the Regional School, will remain in the Withdrawing District if such property is not needed by the Regional School for the remaining students. A Withdrawing District shall give prompt written notice to the Fiscal Agent of any such property in its possession so that the Fiscal Agent may determine whether such property is needed by the school.

(b) *Liquid Assets Upon Withdrawal*

In the event the Regional School has any unexpended funds attributable to the Withdrawing District, after the offset of all costs and expenses and other amounts due from the Withdrawing District, following the end of the first year in which such withdrawal occurred, the Fiscal Agent shall reimburse the Withdrawing District the balance of such unexpended funds.

(c) *Dissolution*

Upon dissolution of the Regional School, property will be distributed in accordance with Section 11.2 below.

VII.
COSTS

7.1 Costs Per Student

Services to be provided by the Regional School under the terms of this Agreement are subject to the availability of funds to the Regional School for the purpose of educating Deaf or Hard of Hearing students. Each Member District sending students to the Regional School bears the responsibility for the cost incurred in serving the students who reside within the boundaries of such district. The Regional School shall bill each Member District on September 1st of each year. The Member District will be billed for students enrolled in the Regional School on September 1st of the current school year. Student enrollment will be reviewed on December 1st and March 1st to determine if new students have enrolled and Member Districts will be billed the additional tuition for each student. The Student Fee for Infants served by the Parent/Infant Program cluster site students and itinerant students shall be determined by the Regional School. Full payment is due to the Regional School within thirty (30) calendar days of receipt of the invoice or bill from the Regional School.

7.2 Adjustment in Cost per Student

Any adjustment necessary in the rate of the Student Fee as set by the Fiscal Agent for any calendar year charged any Member Districts shall be set and invoiced or billed by the Fiscal Agent following the report thereof by the Fiscal Agent to the Management Board. If the Regional School personnel together with a representative from the Member District, determines that Extended School Year

Services (EYS) are needed for individual students of any Member District, the Member District shall be responsible for the transportation of the student(s) residing within such Member District, as well as a per student prorated portion of the salary of Regional School EYS personnel if State funds are unavailable.

7.3 Costs to Non Member Districts

For Districts not participating in the Shared Services Agreement and seeking services from the Regional School, a fee will be billed that is in excess of the tuition fees billed to the Member Districts.

7.4 Notification of Student Fee

On or before June 15th of each year, the Fiscal Agent shall notify the Member Districts of the Student Fee of 10% above the Tuition fee billed to Non - Member Districts.

7.5 Reimbursement of Administrative Costs of Fiscal Agent

Notwithstanding anything herein to the contrary, the Fiscal Agent shall be reimbursed and/or paid for administrative costs incurred in an amount equal to the State Program Indirect Cost Rates of fifteen percent (15%). Any Student Fees due from MISD shall be deducted from the amount payable to the Fiscal Agent hereunder. In the event the Student Fees due from MISD exceed the amount due to the Regional School, MISD shall pay the difference.

7.6 Allocation of Costs Including Uncontrollable Costs, Liabilities and Legal Fees

Uncontrollable costs, liabilities and legal fees (including but not limited to legal fees incurred due to complaints, grievances or litigation) and other costs and expenses not covered by the Student Fees, excluding only the administrative costs reimbursed pursuant to Section 7.5 above, incurred by the Regional School and/or the Fiscal Agent shall be divided among the Member Districts in proportion to the number of students of each Member District attending the Regional School over the number of students from all Member Districts attending the Regional School. For purposes of this Section 7.6 the number of students shall be calculated based on the most recent Public Education Information Management System (“PEIMS”) report for the Regional School at the time the Fiscal Agent accrues such cost.

VIII.

MEMBER SCHOOL DISTRICTS RESPONSIBILITIES

8.1 Program

As provided by state law, it shall remain the ultimate responsibility of each Member District to provide or cause to be provided education to all resident eligible students. In regard to direct services provided by the Regional School, each Member District retains the responsibility of monitoring its students' education and evaluating the appropriateness of such education.

8.2 Member School District Responsibilities

Specific responsibilities of each Member District include, but are not limited to the following:

- a. Carry out all screening, referral, initial evaluation and other appropriate procedures specified in State Board of Education Rules for Special Education, TAC §89 Sub Chapter G, and Commissioner’s Rules for Special Education as necessary to establish which students are referred to the Regional School.
- b. Contribute to the Regional School on a timely basis the appropriate Student Fees and other amounts due to the Regional School.
- c. Schedule and participate in an Admission, Review, and Dismissal Committee meeting which includes designated Regional School staff to determine appropriate placement. If Regional School placement is determined to be appropriate to join in developing an Individual Education Plan (“IEP”) for the student.
- d. Provide adequate funding for services specified in the IEP when funds procured by the Regional School from state and federal sources are not sufficient to cover the cost for these services.
- e. Provide a District liaison staff member, which may be the same person the District provides as a member of the Management Board, whose responsibilities will be to:
 - (i) Facilitate communication between the Regional School and the District staff and parents.
 - (ii) Prepare reports as requested by the Regional School.
 - (iii) Advise the Regional School on budget decisions.
- f. Abide by Regional School application procedures.
- g. Maintain an eligibility folder as required by state rules.
- h. Provide transportation between the students’ residence and the Regional School sites. In addition, provide transportation when tutorials, extracurricular activities (including athletics) and summer school are required for participating students. Transportation for this purpose may cross District and geographic boundaries. The Member Districts may elect any mode of transportation it deems appropriate including District operated transportation, parent contracted transportation, commercially contracted transportation, or any combination thereof.

- i. Report District expenditures, if any, from the Regional School to the Fiscal Agent within 30 days of such expenditure.
- j. Comply with any state requirements concerning the District's participation in the Regional School, including reporting any withdrawal herefrom.
- k. Provide a certificate from the Member District's Board of Trustees to the Fiscal Agent certifying that such Board has approved this Agreement. The certificates shall be attached hereto as Exhibit A.
- l. Provide a PEIMS 011 record and indicate the fiscal agent county district number in the E0777 data element.

8.3 Responsibility for Legal Fees

- a. Each Member District bears its own risk of loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorney's fees, and settlement costs.
- b. Responsibilities for expenditures not attributable to a specific District (and borne by such District pursuant to Section 8.3 above) incurred related to grievances, lawsuits, etc., taken against the Fiscal Agent shall be shared by all Member Districts as per Section 7.6 above.

IX.

ADDING MEMBER SCHOOL DISTRICTS TO THE REGIONAL SCHOOL

9.1 Approval of Fiscal Agent Board of Trustees

Upon receiving notice of the request of a non-member school district that it be allowed to join the Regional School, provided such notice is received by the Fiscal Agent no later than the last Wednesday of September of the year prior to the school year for which such non-member school district intends to join this Agreement, the Fiscal Agent Board of Trustees may adopt a resolution that the requesting school district be admitted as a Member District.

9.2 Assessments

Upon approval of the resolution, the new Member District students will be eligible for participation in the Regional School at the beginning of the school year at the same Student Fee as assessed against all Member Districts under the provisions of Article VII.

X.

WITHDRAWAL OF MEMBER DISTRICT

10.1 Withdrawal Procedures

Any Member District may withdraw from the Regional School at the end of any fiscal year of the Member District by giving notice thereof no later than the last Wednesday of September of the year prior to the school year for which such District is withdrawing from the Regional School. On timely service of such notice the withdrawal will automatically become effective at the end of the following fiscal year of the Fiscal Agent and shall be deemed to carry the approval of the Fiscal Agent Board of Trustees, unless thirty (30) days after receiving such notice, the Fiscal Agent Board of Trustees elects to dissolve the Regional School as provided in Article XI below and serves written notice thereof on the withdrawing Member District, in which case the notice of withdrawal shall be of no force or effect.

XI.

DISSOLUTION

11.1 Action of Fiscal Agent Board of Trustees

The Fiscal Agent Board of Trustees may adopt a resolution dissolving the Regional School.

11.2 Liquidation

Upon approval of the dissolution by the Fiscal Agent Board of Trustees:

- a. The Regional School shall cease to carry on its business, except insofar as may be necessary for winding up of the business of the Regional School.
- b. The Fiscal Agent Board of Trustees shall cause written notice of the dissolution and liquidation of the Regional School to be mailed to each known creditor of and claimant against the Regional School.
- c. The Fiscal Agent shall proceed to collect the assets of the Regional School, convey and dispose of such of its properties as are not to be distributed in kind to Member Districts, pay, satisfy, or discharge its liabilities and obligations, or make adequate provision for payment and discharge thereof, distribute copies of all student, personnel and fiscal records to the appropriate Member Districts, and do all other acts required to liquidate the business and affairs of the Regional School. After paying or discharging all of the obligations of the Regional School, or making adequate provision for the payment and discharge thereof, the Fiscal Agent shall then distribute the remainder of the assets of the Regional School, either in cash or in kind, among the Member Districts in proportion to the amount of funds and/or property contributed to the Regional School by the Member Districts as determined by the Fiscal Agent Board of Trustees, which determination shall be final and conclusive.

11.3 Termination

Upon completion of the liquidation, the Fiscal Agent shall so report in writing to the Fiscal Agent Board of Trustees and on acceptance of the report, the Fiscal Agent Board of Trustees shall enter a resolution declaring that the Regional School is dissolved and its operation terminated.

XII.

APPLICABILITY OF STATUTES AND REGULATIONS

In entering into this Agreement and in the operation of the Regional School, the Member Districts intend to comply fully with all federal and state statutes and regulations governing the administration and delivery of education and services to eligible students, including any rules of the State Board of Education, as said statutes and regulations now exist or may hereafter be amended. In the event of irreconcilable conflict between this Agreement and any applicable federal or state statute or regulation, the latter shall be controlling.

XIII.

RENEWAL

This Agreement shall automatically renew for successive one year terms, unless any Member District notifies the Fiscal Agent on or before the last Wednesday of September of the current term of its intent not to renew this Agreement or the Texas Education Agency terminates this Agreement. The initial term of the Agreement is effective September 1, 2020 through August 31, 2021.

XIV.

PAYMENT PROVISIONS

The contracting parties to this Agreement paying for the performance of certain governmental functions or services by its maintenance and operation of the Regional School shall make payments from current revenues available to the Member District.

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP


BY: Stephen L. Crain (May 12, 2020)
Stephen L. Crain

XV.

COUNTERPART ORIGINALS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

EXECUTED, as of the _____, 2020.

FISCAL AGENT:

**McALLEN INDEPENDENT SCHOOL
DISTRICT**

By: _____
Printed Name: Marco Suarez
Title: Board of Trustees President

[Signature pages for the Districts follow]

DONNA INDEPENDENT SCHOOL DISTRICT

By: _____
Printed Name _____
Title: _____
Date: _____

(School Board President signature required)

**EDCOUCH-ELSA INDEPENDENT SCHOOL
DISTRICT**

By: _____
Printed Name _____
Title: _____
Date: _____

(School Board President signature required)

**EDINBURG CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: _____
Printed Name _____
Title: _____
Date: _____

(School Board President signature required)

EXCELLENCE IN LEADERSHIP ACADEMY

By: _____
Printed Name _____
Title: _____
Date: _____

(School Board President signature required)

**HIDALGO INDEPENDENT SCHOOL
DISTRICT**

By: _____
Printed Name _____
Title: _____
Date: _____

(School Board President signature required)

IDEA PUBLIC SCHOOLS

By: _____
Printed Name _____
Title: _____
Date: _____

(School Board President signature required)

**LA JOYA INDEPENDENT SCHOOL
DISTRICT**

By: _____
Printed Name _____
Title: _____
Date: _____

(School Board President signature required)

**LA VILLA INDEPENDENT SCHOOL
DISTRICT**

By: _____

Printed Name: _____

Title: _____

Date: _____

(School Board President signature required)

**McALLEN INDEPENDENT SCHOOL
DISTRICT**

By: _____
Printed Name: _____
Title: _____
Date: _____

(School Board President signature required)

**MERCEDES INDEPENDENT SCHOOL
DISTRICT**

By: _____
Printed Name: _____
Title: _____
Date: _____

(School Board President signature required)

**MISSION CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT**

By: _____
Printed Name: _____
Title: _____
Date: _____

(School Board President signature required)

**MONTE ALTO INDEPENDENT SCHOOL
DISTRICT**

By: _____
Printed Name: _____
Title: _____
Date: _____

(School Board President signature required)

**PREMIER HIGH SCHOOL RESPONSIVE
EDUCATION SOLUTIONS**

By: _____
Printed Name: _____
Title: _____
Date: _____

(School Board President signature required)

**PHARR-SAN JUAN-ALAMO INDEPENDENT
SCHOOL DISTRICT**

By: _____
Printed Name: _____
Title: _____
Date: _____

(School Board President signature required)

**PROGRESO INDEPENDENT SCHOOL
DISTRICT**

By: _____
Printed Name: _____
Title: _____
Date: _____

(School Board President signature required)

**SHARYLAND INDEPENDENT SCHOOL
DISTRICT**

By: _____
Printed Name: _____
Title: _____
Date: _____

(School Board President signature required)

**VALLEY VIEW INDEPENDENT SCHOOL
DISTRICT**

By: _____
Printed Name: _____
Title: _____
Date: _____

(School Board President signature required)

**WESLACO INDEPENDENT SCHOOL
DISTRICT**

By: _____
Printed Name: _____
Title: _____
Date: _____

(School Board President signature required)

**VANGURAD ACADEMY
DISTRICT**

By: _____
Printed Name: _____
Title: _____
Date: _____

(School Board President signature required)

**SANTA MARIA INDEPENDENT SCHOOL
DISTRICT**

By: _____
Printed Name: _____
Title: _____
Date: _____

(School Board President signature required)

**RIO GRANDE CITY CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: _____
Printed Name: _____
Title: _____
Date: _____

(School Board President signature required)

ROMA INDEPENDENT SCHOOL DISTRICT

By: _____
Printed Name: _____
Title: _____
Date: _____

(School Board President signature required)

**SAN ISIDRO INDEPENDENT
SCHOOL DISTRICT**

By: _____
Printed Name _____
Title: _____
Date: _____

(School Board President signature required)

**SOUTH TEXAS INDEPENDENT
SCHOOL DISTRICT**


By: _____
Printed Name _____
Title: _____
Date: _____

(School Board President signature required)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: *Karen Nitsch (Adv. Academics)*

SUPERVISOR: 
Silvia Ibarra (May 16, 2020)

Approved for presentation to the Board of Education:



97
Superintendent of Schools

May 11, 2020

Dear TexPREP Partner,

It is my hope that this letter finds you well at this challenging and uncertain time as we face the Coronavirus pandemic as a community, nation, and world. As you probably know, all UTRGV classes moved online after spring break in an effort to keep the campus community safe and will continue online throughout the summer sessions. Consequently, UTRGV facilities will not be available for summer camps and many programs will now be offered online. As director of the UTRGV TexPREP program, I have carefully considered how we should proceed this summer with the 2020 TexPREP Summer Academic Program. My decision has been based on many conversations with university administrators, TexPREP teachers and staff, and PREP leadership at the central office at UT San Antonio. **We will be offering the 2020 TexPREP program online** following our regular TexPREP schedule and curriculum with some necessary modifications. Some of the key factors in this decision are as follows:

- The TexPREP program serves some of the most academically talented students in the valley who will be able to face the challenges of online learning, succeed in their TexPREP courses, enjoy interacting with academically motivated peers, and make effective use of their time as they continue to pursue significant careers in STEM. This online summer experience will also better prepare our TexPREP students for a world (higher education and professional practice) that is becoming more reliant on skills such as using electronic learning systems (Blackboard) and communication software (Zoom).
- Our TexPREP instructors, including myself, have been successfully adjusting to teaching online and finding that, with the proper tools and appropriate teaching methods and curriculum, student learning is not compromised.
- Several programs throughout the state have also decided to offer their programs online and we will be sharing resources and have access to interesting speakers and presentations from STEM professional around the state.
- Continuing the TexPREP summer program online allows our students to continue in their progress in the TexPREP program and successfully move on to the next year of TexPREP when we will return to the UTRGV campus.
- The TexPREP program employs many teachers, university professors, and engineering student program mentors who are excited about the opportunity to serve our students this summer and have already proposed some exciting activities and ideas to keep the interactive lectures exciting and interesting.

Although I am disappointed that we will not be able to be on campus this summer, I am excited about this summer program and the growing enthusiasm of all involved including the returning and new students. We recently conducted a survey of TexPREP families and learned that almost all of our students desire and are able to participate in the online program for this year. I hope that you share our optimism in that although there are challenges to face with an online program, we will not let those challenges stop up from having an effective and exciting 2020 Pre-Freshman Engineering Program.

You can help us as we plan for this summer by letting us know (PREP@utrgv.edu) that you will again partner with us this summer. We will be sending out an amended contract that will allow us to offer the program this summer as a closely supervised interactive online program through small supervised Zoom breakout groups and collaborative sessions on Blackboard.

- We will be offering the program during the regularly scheduled dates (June 8th-July 17th) and times (M-F at 1:00PM-6:00PM).
- We are reducing the program cost to \$350/student based on a slightly reduced staff of teachers and mentors.

Your positive response will help us finalize plans for the summer and communicate to the TexPREP families your continued support as these exceptional students in your district use their summer to prepare for future STEM careers. We will be sending out additional information over the next few weeks.

Sincerely,



Stephen W. Crown Ph.D.
Director, UTRGV TexPREP
Professor, UTRGV Department of Mechanical Engineering

2020 TexPREP Summer Schedule for Edinburg and Brownsville Online Program

TexPREP Class Schedule (Monday-Thursday)

	PREP 1	PREP 2	PREP 3	PREP 4
12:40PM	Class1 Video1			
1PM :00	Class1 Discussion*	Class1 Video1	Project Research	
:20	Class1 Follow-up	Class1 Discussion	Class1 Video1	Project Research
:40	Hwk., Mentor, etc.	Class1 Follow-up	Class1 Discussion	Class1 Video1
2PM :00	Class2 Video1	Hwk., Mentor, etc.	Class1 Follow-up	Class1 Discussion
:20	Class2 Discussion	Class2 Video1	Hwk., Mentor, etc.	Class1 Follow-up
:40	Class2 Follow-up	Class2 Discussion	Class2 Video1	Hwk., Mentor, etc.
3PM :00	Hwk., Mentor, etc.	Class2 Follow-up	Class2 Discussion	Class2 Video1
:20	Class3 Video1	Hwk., Mentor, etc.	Class2 Follow-up	Class2 Discussion
:40	Class3 Discussion	Class3 Video1	Hwk., Mentor, etc.	Class2 Follow-up
4PM :00	Class3 Follow-up	Class3 Discussion	Class3 Video1	Hwk., Mentor, etc.
:20	Hwk., Mentor, etc.	Class3 Follow-up	Class3 Discussion	Class3 Video1
:40	Project Research	Hwk., Mentor, etc.	Class3 Follow-up	Class3 Discussion
5PM :00	Project Discussion	Project Research	Hwk., Mentor, etc.	Class3 Follow-up
:20	Project Research	Project Discussion	Project Research	Hwk., Mentor, etc.
:40		Project Research	Project Discussion	Project Research
6:00PM				Project Discussion

TexPREP Tutoring/Competition/Speaker Schedule (Friday)

	PREP 1	PREP 2	PREP 3	PREP 4
1PM :00	Tutoring*	Project: Group work, research, etc.	Project: Group work, research, interaction with mentor, etc.	Project: Group work, research, interaction with mentor, etc.
:20				
:40		Tutoring		
2PM :00	Project: Group work, research, interaction with mentor, etc.	Project: Group work, research, interaction with mentor, etc.	Tutoring	Project: Group work, research, interaction with mentor, etc.
:20				
:40				
3PM :00	Project: Group work, research, interaction with mentor, etc.	Project: Group work, research, interaction with mentor, etc.	Project: Group work, research, interaction with mentor, etc.	Tutoring
:20				
:40	PREP1 Competition			Project: Group work, research, interaction with mentor, etc.
4PM :00	Project: Group work, research, interaction with mentor, etc.	PREP2 Competition	PREP3 Competition	Project: Group work, research, interaction with mentor, etc.
:20		Project: Group work, research, etc.	Class3 Follow-up	
:40			PREP4 Competition	
5PM :00	STEM Invited Guest Speaker			
:20				
:40				

* Highlighted cells indicate interactive group meetings on Zoom

**INSTRUCTIONS FOR TEXAS PRE FRESHMAN ENGINEERING PROGRAM (TexPREP)
INTERLOCAL COOPERATION CONTRACT**

1. Please complete the required information in the blank areas.
2. Please sign and return **a scanned copy** of the document to the following e-mail address:

UTRGV TexPREP Program
Attn: Anna L Ramos, Program Specialist
Anna.ramos01@utrgv.edu

*in efforts to go paperless as well as to expedite your contract, we accept scanned copies, if you would like to mail your contract you are welcome to mail it to the following address:

UTRGV TexPREP Office
Attn: Anna L Ramos
The University of Texas Rio Grande Valley
1201 W. University Dr., ELCTR 164
Edinburg, TX 78539

3. Once the copy has been signed at UTRGV, we will return the completed copy to your office for your records.
4. If you have any questions, please contact Anna L Ramos at 665-2526, or via e-mail at anna.ramos01@utrgv.edu respectively.

2020 Texas Pre Freshman Engineering Program (TexPREP)

Interlocal Cooperation Contract

District: McAllen Independent School District

Address: 2000 North 23rd Street

McAllen, TX 78501

Contact: Karen B. Nitsch, Director Advanced Academic Services

Phone: 956-618-6057

E-mail: karen.nitsch@mcallenisd.net

Submit to:
TexPREP Office
1201 W. University Drive
ELCTR 164
Edinburg, Texas 78539
9956)665-2526

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this “**Contract**”) is entered into effective April 1, 2020 by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: McAllen Independent School District, a local entity of the State of Texas.

Performing Party: **The University of Texas-Rio Grande Valley**, an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services from Performing Party for the services of the Texas Prefreshman Engineering Program (TexPREP) to qualify students from the Receiving Party (the “Project”). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (“**services**”):

1. Provide qualifying and accepted students with six weeks of instruction in mathematics, pre-engineering, and computer science, as well as mentoring by college students majoring in engineering, computer science, science, and mathematics during Summer 2020.
2. Summer 2020 activities will be held daily (Monday-Friday) from June 8, 2020 through July 17, 2020 from 1:00 p.m. to 5:50 p.m.
3. Six (6) follow-up Saturday sessions during the 2020/2021 academic year (dates to be determined).
4. All instructional services will be interactive online program through small supervised Zoom breakout groups and collaborative sessions on Blackboard.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 11, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 79, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

CONTRACT AMOUNT:

The cost per student enrolled in the Project shall be \$350.

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code*.

Payments made under this Contract (1) will fairly compensate Performing Party for the services performed under this Contract, and (2) will be made from current revenues available to Receiving Party.

- UTRGV TexPREP will send an invoice for the total students attending.
- An invoice of \$350 per student shall be invoiced to the Receiving Party the third week in June with payment due within thirty (30) days after date of the invoice.
- Receiving Party will designate a contact person for contract matters and billing at the central office or administrative office where payment will be disbursed.
- All checks/payments must be mailed to the following address with a copy of the invoice to ensure receipt of payment and avoid a deposit into a different university project.

Attn: UTRGV Payment and Collections
The University of Texas Rio Grande Valley (SSB 115)
1201 W. University Drive, Edinburg, TX 78539

TERM:

The term of this Contract begins on the Effective Date and expires on **March 31, 2021**.

NOTICES:

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party:

District Name: McAllen Independent School District
Attention: Karen B. Nitsch (District Office Contact)
Title: Director of Advanced Academics
Secretary: Delia Rodriguez
Phone: 956-618-6059
Fax: 956-623-8446
Email: Karen.nitsch@mcallenisd.net

with copy to:

Attention: Dr. Silvia Ibarra
Title: Assistant Superintendent for Instructional Services
Secretary: Mary Lopez
Phone: 956-618-6048
Fax: 956-618-7333
Email: silvia.ibarra@mcallenisd.net

If to Performing Party: The University of Texas Rio Grande Valley
1201 W. University Drive
Edinburg, TX 78539
Attention: Rick Anderson
Executive VP of Finance and Administration
Email: rick.anderson@utrgv.edu

with copy to: The University of Texas Rio Grande Valley
1201 W. University Drive
Edinburg, TX 78539
Attention: Alex Valdez
Chief Procurement Officer
Email: alex.valdez@utrgv.edu

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Contract, if Performing Party intends to deliver written notice to Receiving Party pursuant to Section 2251.054, *Texas Government Code*, then Performing Party will send that notice to Receiving Party as indicated in above contact information.

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

Performing Party may terminate this Contract upon thirty (30) days' advance written notice of termination to the Receiving Party.

OTHER PROVISIONS:

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Performing Party agrees that any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency that Performing Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Venue; Governing Law. Hidalgo County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, Texas Government Code (the "Public Information Act"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

By: _____
Name: Marco Suarez
Title: President
Date: _____

By: _____
Name: Dr. Maggie Hinojosa
Title: VP for Strategic Enrollment
Date: _____

By: _____
Name: Rick Anderson
Title: EVP Finance and Administration
Date: _____

Approved as to form:

Atlas, Hall & Rodriguez

By: Stephen L. Crain
Stephen L. Crain (May 13, 2020)

Stephen Crain May 13, 2020

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: May 26, 2020

SUBJECT: Approval of Interlocal Cooperative Agreement No. 2020-313 - Region 20 Special Education Support Cooperative Interlocal Agreement

REFERENCE: Goal 4 - Financial Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District utilizes the Contracts available through Purchasing Cooperatives as an additional resource for the acquisition of goods and services for students and staff on an as-needed basis. Additionally, in accordance with Texas Education Code, Chapter 44, Section 44.0331 - Management Fees Under Certain Cooperative Purchasing Contracts, a school district is required to report the fees paid for purchases through Interlocal Cooperative Agreements, if any.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Region 20 Special Education Support Cooperative Interlocal Agreement is a customized electronic purchasing system which is administered through the Local Government Purchasing Cooperative. The Agency was created in accordance with Section 791.001 of the Texas Government Code. Its purpose is to provide efficiencies for members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services. Membership is free and the District benefits from the Purchasing Cooperatives. Staff recommends approval of awarded Contracts available through the Interlocal Purchasing Cooperatives as an additional procurement resource for the Special Education Department. In order to obtain the best value, staff will obtain quotes when making purchases, according to Purchasing thresholds.

LEGAL REVIEW:

The Interlocal Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through federal funds. Purchases will be made on an as-needed basis using budgeted funds.

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve Interlocal Cooperative Agreement No. 2020-313 -Region 20 Special Education Support Cooperative Interlocal Agreement, using budgeted funds.

SUBMITTED BY: *Alejandra Gonzalez*
Alejandra Gonzalez (May 21, 2020 16:04 CDT)

SUPERVISOR: *Cynthia Medrano-Richards*

For further information contact:
Name: Alejandra Gonzalez
Office: 956-632-3241
email: alejandra.gonzalez@mcallenisd.net

Approved for presentation to the Board of Education:

J. Alexander

Superintendent of Schools



Name: Special Education Supports Cooperative Interlocal Agreement

Interlocal Agreement Description:

The Special Education Supports Cooperative assists local education agencies (LEAs) that qualify for Special Education Fiscal Support funds by providing a contractor/vendor list, which is hosted at the Special Education Fiscal Support website, to purchase services at a designated price-point for the length of this program period from the posted vendors, which have been properly awarded through statutorily authorized methods.

ESC-20 Will:

- Solicit a Request for Proposals (RFP) from vendors of special education evaluation staff, related services personnel, and/or special education teachers, as needed
- Handle bidding procedures
- Abide by all bid laws
- Enter proposals for tabulation and evaluation
- Arrange for an Award Committee to test and award proposals
- Send award information to vendors
- Provide awarded vendor information that will include price lists
- Develop a system for gathering evaluation information from members on vendor performance and product quality
- Not be held responsible for payment of services to vendors

Local Education Agency (LEA) Will:

- Be responsible for contacting vendor to arrange provision of services should the LEA determine Special Education Supports awarded vendor(s) will be used
- Be responsible for contracting with vendor of choice
- Ensure travel costs are discussed and agreed upon prior to finalizing a contract with the vendor
- Be responsible for providing vendor information regarding district guidelines and LEA requirements
- Be responsible for requesting any other information required from the vendor, including, but not limited to, copies of certifications/licensures of Contractors, statements of confidentiality, and ensuring the vendor provides the necessary documentation required by TEC 22.0834
- Be responsible for timely payment of services rendered by vendor
- Be responsible for notifying vendor of error or contested invoices
- Be responsible for notifying vendor of any issues experienced with the vendor, including issues with the vendor's performance and product quality
- Be responsible for dispute resolution with the vendor
- Be responsible for providing requested evaluation information on vendor performance and product quality

It is understood and agreed that:

- The LEA reserves the right to increase or decrease quantities or modify conditions or specifications by mutual agreement with the selected vendor
- While vendors are awarded using an RFP process, the LEA maintains local discretion regarding the contract and LEA guidelines/requirements
- The LEA will work to resolve any issues directly with the vendor

- If after attempts to resolve issues related to adhering to the general terms and conditions outlined in the RFP, including vendor performance and product quality, the LEA will notify ESC-20
- Resolution of disputes will remain the responsibility of the vendor and LEA

Pricing Structure:

Education Service Center, Region 20 (Center) and the school district, open enrollment charter, or Shared Service Arrangement (SSA) Fiscal Agent named below enter into the following cooperative service arrangement: Special Education Supports Cooperative. There is no fee for membership.

Board of Trustees, President: _____
Conrado Alvarado

Date: _____

Approved as to form:

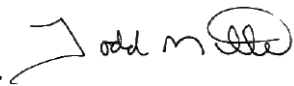
Atlas, Hall and Rodriguez

by:  _____
Stephen L. Crain

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:



114 _____
Superintendent of Schools

DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this “Agreement”) is dated May 11, 2020 and is entered into between TEACH FOR AMERICA, INC. (“Teach For America”), a Connecticut non-profit Corporation and McAllen Independent School District, a political subdivision of the state of Texas (“School District”) (each individually “a Party” and collectively “the Parties”).

RECITALS

WHEREAS, Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems. Most Teach For America members are also AmeriCorps members- individuals who are engaged in intensive public service to meet a local, community need.

WHEREAS, McAllen Independent_School District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

NOW THEREFORE, School District and Teach For America agree to be bound by the terms and conditions of this Agreement.

AGREEMENT

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING: School District Responsibilities:

A. Hiring Commitment.

- i. Teach For America will use its reasonable efforts to provide the number of teacher candidates for employment with School District (“Teachers”) set forth in Exhibit A (the “Agreed Number”), attached and hereby incorporated hereto, but Teach For America cannot and does not guarantee its ability to provide the

full Agreed Number of Teachers to School District and the failure of Teach For America to provide the full Agreed Number of Teachers for any academic year shall not constitute a breach of this Agreement for any purpose whatsoever.

- ii. Whether or not Teach For America is able to provide the full Agreed Number, School District shall consider for hire each Teacher provided by Teach For America who meets the district eligibility requirements.
- iii. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource or teacher's aide positions.
- iv. Teach For America Teachers will be hired by School District for vacancies across the full range of grades and subject matters and not restricted or limited to so-called "critical" or "shortage" subjects or grade level vacancies.
- v. School District and Teach For America shall collaborate in good faith to identify individual schools within School District appropriate for Teachers. In order to be considered an appropriate school (a "Partner School") for placement of a Teacher, [(i)] the school's student population must be considered high poverty relative to the student population elsewhere in the district or that sixty percent or more of the school's student population receives free or reduced lunch. To the extent reasonably practicable, School District will employ two or more Teachers per individual Partner School.

B. Hiring Process.

- i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District's established District hiring practices.
- ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the spring and summer of the applicable academic school year, provided that School District shall employ Teachers no later than 14 days before the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher's

grade and subject level assignments prior to the start of their Pre-Service Training (as described below).

- iii. Subject to its obligations under pre-existing collective bargaining agreements, contracts, or applicable law, School District will offer alternative employment to any Teacher who is not employed by the first day of the academic school year. “Alternative employment” includes, but is not limited to substitute teaching positions, “pool” teaching positions, classroom aides or other temporary category of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to enable the individual Teacher to obtain a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.

II. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

Teach For America Responsibilities:

- A. Candidate Recruitment and Selection. Teach For America will recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and career fields. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.
- B. Pre-Service Training. Prior to entering the classroom, all Teachers will undergo pre-service training at Teach For America Institutes, which are designed and delivered by Teach For America in order to prepare Teachers for this work.
- C. Highly Qualified Status. Teach For America will provide the described pre-service training to Teachers presented to School District for the purpose of ensuring that such Teachers meet the “highly qualified” teacher requirements set forth in the federal Every Student Succeeds Act and applicable state regulations (together, the “Requirements”). For purposes

of this Section E, only those Requirements in effect at the time that the Teacher is offered employment by School District will be applicable.

III. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS:
School District Responsibilities

A. Employment Status.

- i. Every Teacher employed by School District as described in this Agreement shall be a full-time employee of School District with all of the rights, responsibilities and legal protections attendant to that status and not an employee of Teach For America. For the avoidance of doubt, in the event School District is an “at-will” employer nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.
- ii. Nothing in this Agreement shall be construed to permit Teach For America to interfere in the employment relationship between School District and an employed Teacher.
- iii. Nothing in this Agreement shall be construed to permit Teach For America to function as the representative of any Teacher absent the express agreement among the parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.
- iv. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.
- v. Nothing in this Agreement shall be construed to make Teach For America a party to any employment agreement between the School District and the Teacher.
- vi. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District as described in this Agreement is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America or bind Teach For America in any respect whatsoever.

- vii. Subject to its obligations under pre-existing labor agreements, applicable municipal and state laws and regulations, and/or its policies and procedures, School District acknowledges that there is an expectation that Teacher(s) shall be employed for two years, provided that the Teacher remains an employee in good standing.
- viii. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two-year commitment by mutual agreement between School District and such Teacher(s).

B. Compensation of Teachers. School District shall provide to every Teacher employed by School District pursuant to this Agreement the same salary and benefits (including, as applicable, health, dental, vision and retirement) as are provided to other teachers employed by School District who are similarly situated from the standpoint of certification status, seniority and any other factors routinely used by School District in making such decisions. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers per this Agreement.

C. Reductions in Force. Subject to its obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School District shall use reasonable efforts not to terminate any employed Teacher from his/her teaching position in the event of a reduction in force (RIF), layoffs, “leveling” or other elimination or consolidation of teaching positions within School District. School District shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights. For the avoidance of doubt, this obligation is limited and controlled by any obligations that the School District has under any pre-existing collective bargaining agreements and applicable municipal and state laws and regulations.

IV. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS:
Teach For America Responsibilities

A. Professional Development and On-Line Data Storage Services.

- i. During the course of the academic year, Teach For America shall provide on behalf of School District various professional development services and activities for participating Teachers as well as on-line data storage services to facilitate such professional development services (the “Professional Development and Data Storage Services”). These services may include periodic classroom observations by regional program staff, videotaping of instruction with review of instructional technique, co-investigative discussions to facilitate Teacher capacity for self-reflection and evaluation of instructional practice using student achievement data, and content area/grade-level workshops facilitated by veteran teachers. In addition, Teach For America shall facilitate Teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area/grade level instructional materials. These professional development services will be available to all Teachers during their first two years in the classroom. To facilitate provision of these professional development services, Teach For America may provide on-line data storage services, including transfer and storage of identifiable student information on Teach For America’s proprietary software and servers.
- ii. To facilitate provision of the Professional Development and Data Storage Services, School District may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, “Student Records”). Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (“FERPA”), School District hereby acknowledges that, in the course of providing the Professional Development and Data Storage Services, Teach For America is a school official with legitimate educational interests in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).
- iii. Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA. Without limiting the foregoing, Teach For America agrees that it shall not maintain, use, disclose, or

allow access to Student Records except as permitted by this Agreement or as otherwise authorized by the School District or by law, and will use Student Records disclosed by the School District only for the purposes for which such disclosure was made.

- iv. School District acknowledges that Teach For America may re-disclose Student Records to third parties pursuant to Teach For America's provision of the Professional Development and Data Storage Services, as provided in 34 C.F.R. § 99.33(b), provided that Teach For America shall, in advance, provide to School District the names of such parties and a brief description of such parties' legitimate educational interest in receiving such information.
- v. Pursuant to 34 CFR § 99.7(a)(3)(iii), School District shall include, in its annual notification of rights under FERPA, criteria that qualify Teach For America, in its capacity as a provider of professional development and data storage services, as a school official with a legitimate educational interest.

B. Credentialing Services.

- i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record.
- ii. Individual Teachers are responsible for completing all credential requirements, including required coursework through an alternative licensure program.
- iii. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill his/her obligations to maintain his/her teaching credentials.

C. AmeriCorps Prohibited Activities. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities by the AmeriCorps program or the Corporation for National and Community Service, staff and members may not engage in the following activities:

- i. Attempting to influence legislation;

- ii. Organizing or engaging in protests, petitions, boycotts, or strikes;
- iii. Assisting, promoting, or deterring union organizing;
- iv. Impairing existing contracts for services or collective bargaining agreements;
- v. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- vi. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- vii. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- viii. Providing a direct benefit to—
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. A partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
- ix. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- x. Providing abortion services or referrals for receipt of such services; and
- xi. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

V. GENERAL PROVISIONS

A. Fees-for-Service.

- i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing pre-service training and continuing professional development services to the Teachers employed by School District under this agreement. School District agrees that all payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.
- ii. With respect to each Teacher whose employment by School District is to commence in the 2020-2021 academic year, School District shall pay Teach For America an annual amount of \$6,000 for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence

B. Non-refund. Teach For America shall have no obligation to refund to School District any amount paid by School District in respect of any Teacher for any reason whatsoever. For the avoidance of doubt, School District will be invoiced fees for each of the individual Teacher(s) initially employed by the School District.

C. Invoicing and Payment. Teach For America will invoice School District for all amounts due hereunder with respect to any academic year within thirty (30) days of the start of the academic school year, provided that Teach For America's failure to timely do so, will not constitute a waiver of any of Teach For America's rights hereunder or

constitute a breach by Teach For America of this Agreement. For the avoidance of doubt, School District shall pay all invoices within 30 days of the date of the invoice.

- D. Term. The term of this Agreement will cover the 2020 cohort of Teachers for the 2020-2021 and 2021-2022 academic years. This Agreement will expire on December 31, 2020 but all provisions applicable to the 2020 cohort of Teachers will remain in effect through the conclusion of the 2021-2022 academic year and may be renewed at the end of the term on the same or substantial similar terms by mutual agreement of the parties.
- E. Termination. This Agreement may be terminated as follows:
- i. at any time by mutual written agreement of the Parties;
 - ii. by either Party, upon thirty (30) days' prior written notice to the other Party; or
 - iii. by either Party upon written notice to the other Party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.
- F. Effect of Termination. Except as otherwise specifically provided, if this Agreement expires or is terminated by either party, it shall become void and of no effect without liability of any party (or any of its directors, officers, employees, agents, representatives or advisors) to the other parties; provided that no such expiration or termination shall relieve any party of any liability incurred by such party under this Agreement prior to such termination. In the event that this Agreement expires or is terminated by either party, Sections IIIB. and IIIC. shall survive and will remain in effect until such time as there are no Teachers in their second year of employment in School District. Sections VF., V.G., V.H., and V.I. shall survive the expiration or termination of this Agreement indefinitely. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration or termination.
- G. No Warranty. School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied)

as to the fitness of any Teacher presented or provided by Teach For America and, the School District shall to the extent allowable by law indemnify and hold harmless the TFA Indemnities (as defined below in Section V.H) from and against any Losses (also defined below in Section V.H) resulting from any claim related to the services provided by Teach For America, including, but not limited to, claims that any Teacher presented or provided by Teach For America was unfit for the position for which he or she was hired by School District.

H. Mutual Indemnification.

- i. Teach For America shall indemnify and hold harmless the School District and its officers, directors, employees and agents (the "School District Indemnitees") from and against any and all Losses to which such School District Indemnatee may become subject arising out of a breach of this Agreement by Teach For America to School District of services hereunder, except to the extent such Losses result from the willful misconduct or negligence of such School District Indemnatee.
- ii. To the extent permitted by applicable state laws and regulations, School District shall indemnify and hold harmless Teach For America and its officers, directors, employees and agents (the "TFA Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such TFA Indemnatee may become subject arising out of the provision by Teach For America to School District of services hereunder (including without limitation the designation of Teachers), except to the extent such Losses result from the willful misconduct or negligence of such TFA Indemnatee.

- I. Limitation of Liability. Neither Teach For America nor any of its officers, directors, employees or agents shall be liable to School District or any individual Partner School of School District for any Loss incurred by School District or such individual Partner School (as defined in Section I.A.v) in connection with the matters to which this Agreement relates, except for a Loss resulting from the willful misconduct or

- negligence on the part of TFA; provided that in no event shall Teach For America and its officers, directors, employees and agents have any liability to School District or any such individual Partner School in connection with any Loss of which School District is primarily culpable.
- J. Surveys. School District acknowledges that Teach For America may survey individual constituents, teachers, etc. at the partner school sites regarding its programming and professional development of Teachers in the classroom.
- K. Amendment/Modification. No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by each party.
- L. Non-Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either party without the prior written consent of the other party, and any such assignment that is not consented to shall be null and void.
- M. Counterparts. This Agreement may be executed in any number of counterparts (including by electronic transmission), each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The execution of this Agreement by any Party shall not become effective until counterparts have been executed by all Parties.
- N. Construction. The headings of Sections contained in this Agreement are for convenience only, and they do not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the Sections of this Agreement. Any reference in this Agreement to gender includes all genders. Further, except where expressly specified to the contrary, the words “include,” “including,” and “such as” in this Agreement should be read to mean “include without limitation.”

- O. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Texas, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in McAllen, Texas. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding.
- P. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section V.P., then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.
- Q. Notices. Any notices to either Party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the addresses set forth below or to such other address as that Party may hereafter designate by notice. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized messenger service or three days after being sent by mail.

DISTRICT CONTACT

Name: Todd Miller
 Title: Assistant Superintendent for HR
 Address: 2000 N 23rd, McAllen Texas 78501
 Email: Todd.Miller@mcallenisd.net

TEACH FOR AMERICA:

Name: Ana Gonzalez
 Title: Executive Director
 Address: 801 N. Bryan Road

With an electronic copy to:

Name: TFA Legal Affairs
 Email: LegalAffairs@teachforamerica.org

**Send only notices related to breach of contract and indemnity.*

Suite 152

Mission, TX 78572

Email: Ana.Gonzalez@teachforamerica.org

- R. Waiver. A waiver or a breach or default under this Agreement shall not be a waiver of any other subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition unless such term or condition is expressly waived in writing.
- S. Entire Agreement/Authority/Binding. This Agreement is the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all communications between the parties related to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

McAllen Independent School District

By: _____
Name: _____
Title: _____
Address: _____

Teach For America

By: _____
Name: _____
Title: _____
Address: _____

Teach For America

Contract Owner Attestation:

This contract required legal changes to the required terms and was reviewed/approved by TFA Legal Affairs in this final form.

This contract did not require legal changes and was not reviewed by TFA Legal Affairs.

Name: _____
Title: _____

Approved as to form:
Atlas Hall & Rodriguez, LLP by: Stephen L. Crain
Stephen L. Crain (May 14, 2020)

Stephen L. Crain

EXHIBIT A

Certification (subject) Area	Grade Level	Agreed Number of Teachers	Academic Years of Employment
Cores Areas: English Language Arts and Reading, Science, Social Studies, Math	Elementary, Secondary	Minimum of 4	2020 cohort for 2020-2021 & 2021-2022
Special Education, Other Subjects	Elementary, Secondary	As needed	2020 cohort for 2020-2021 & 2021-2022


Fees shall be determined by the actual number of Teachers hired under this Agreement.

- i. Each cohort of Teachers employed pursuant to this clause is in addition to Teachers from prior cohorts employed by the School District and who are returning for their second year of employment.
- ii. If Teach For America provides School District with a number of Teachers that is lower than the Agreed Number, the number of Teacher candidates provided will constitute the Agreed Number for purposes of determining any fees that the School District owes Teach For America.
- iii. In the event that Teach For America supplies the School District with any Teachers above the Agreed Number, School District agrees to pay the agreed upon fees for the additional Teachers.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: 

SUPERVISOR: 
Arely Benavides (May 18, 2020)

Approved for presentation to the Board of Education:



129 _____
Superintendent of Schools

TO: MCALLEN ISD
2000 NORTH 23RD STREET
MCALLEN TX 78501

PROJECT: MCALLEN HIGH SCHOOL
MCALLEN

APPLICATION NO: 009
PERIOD TO: 3/31/20

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM: TELEPRO COMMUNICATIONS
12005 N BRYAN ROAD
MISSION TX 78573

VIA ARCHITECT:

PROJECT NO: 22771
CONTRACT DATE: 4/01/19
INVOICE NO: 02314

CONTRACT FOR: MCALLEN ISD

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM.....	\$	135,300.00
2. Net change by Change Orders.....	\$	.00
3. CONTRACT SUM TO DATE (Line 1+-2).....	\$	135,300.00
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$	135,300.00
5. RETAINAGE:		
a. % of Completed Work..... (Column D+E on G703)	\$	.00
b. % of Stored Material..... (Column F on G703)	\$	.00
Total Retainage (Line 5a+5b or..... Total in Column I of G703)	\$	.00
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$	135,300.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$	117,270.00
8. CURRENT PAYMENT DUE.....	\$	18,030.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6).....	\$	.00

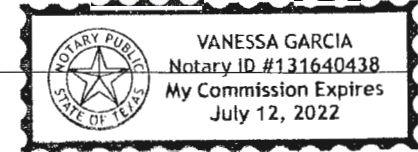
CONTRACTOR: TelePro Communications

By: [Signature] Date: 3-10-2020

State Of: TEXAS
County Of: HIDALGO

Subscribed and sworn to before me this 10TH day of MARCH, 2020

Notary Public: VANESSA GARCIA
My Commission expires: 07/12/22 [Signature]



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 18,030.00
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: [Signature] Date: 03/12/2020

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPROVED FOR PAYMENT

[Signature] Date: May 18, 2020
[Signature] Date: May 18, 2020
[Signature] Date: _____
[Signature] Date: _____

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 009
 APPLICATION DATE: 3/01/20
 PERIOD TO: 3/31/20
 ARCHITECT'S PROJECT NO: 22771

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUES	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% G/C	H BALANCE TO FINISH (C - G)	I RETAINAGE IF VARIABLE RATE
			PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	INTERCOM SYSTEM								
		.00	.00	.00	.00	.00	0	.00	.00
5	GENERAL CONDITIONS	680.00	680.00	.00	.00	680.00	100	.00	.00
10	BONDS AND INSURANCE	1,353.00	1,353.00	.00	.00	1,353.00	100	.00	.00
15	MOBILIZATION	1,353.00	1,353.00	.00	.00	1,353.00	100	.00	.00
20	CONTINGENCY	5,000.00	.00	5,000.00	.00	5,000.00	100	.00	.00
	TOTAL PHASE 001	8,386.00	3,386.00	5,000.00	.00	8,386.00	100	.00	.00
2									
5	ROUGH IN AREA "A"	5,714.00	5,714.00	.00	.00	5,714.00	100	.00	.00
10	ROUGH IN AREA "B"	4,286.00	4,286.00	.00	.00	4,286.00	100	.00	.00
15	ROUGH IN AREA "C"	2,857.00	2,857.00	.00	.00	2,857.00	100	.00	.00
20	ROUGH IN AREA "D"	7,142.00	7,142.00	.00	.00	7,142.00	100	.00	.00
25	ROUGH IN AREA "E" PORTABLES	1,428.00	1,428.00	.00	.00	1,428.00	100	.00	.00
30	ROUGH IN AREA "G" PORTABLES	2,857.00	2,857.00	.00	.00	2,857.00	100	.00	.00
35	ROUGH IN AREA "H" PORTABLES	4,286.00	4,286.00	.00	.00	4,286.00	100	.00	.00
	TOTAL PHASE 002	28,570.00	28,570.00	.00	.00	28,570.00	100	.00	.00
3									
5	MATERIALS AREA "A"	14,823.00	14,823.00	.00	.00	14,823.00	100	.00	.00
10	MATERIALS AREA "B"	11,118.00	11,118.00	.00	.00	11,118.00	100	.00	.00
15	MATERIALS AREA "C"	7,412.00	7,412.00	.00	.00	7,412.00	100	.00	.00
20	MATERIALS AREA "D"	18,529.00	18,529.00	.00	.00	18,529.00	100	.00	.00
25	MATERIALS AREA "E" PORTABLES	3,705.00	3,705.00	.00	.00	3,705.00	100	.00	.00
30	MATERIALS AREA "G" PORTABLES	7,412.00	7,412.00	.00	.00	7,412.00	100	.00	.00
35	MATERIALS AREA "H" PORTABLES	11,118.00	11,118.00	.00	.00	11,118.00	100	.00	.00
	TOTAL PHASE 003	74,117.00	74,117.00	.00	.00	74,117.00	100	.00	.00
4									
5	LABOR SPEAKERS AREA "A"	2,285.00	2,285.00	.00	.00	2,285.00	100	.00	.00
10	LABOR CALL BUTTONS AREA "A"	1,143.00	1,143.00	.00	.00	1,143.00	100	.00	.00
15	LABOR CLOCKS AREA "A"	381.00	381.00	.00	.00	381.00	100	.00	.00
	TOTAL PHASE 004	3,809.00	3,809.00	.00	.00	3,809.00	100	.00	.00
5									
5	LABOR SPEAKERS AREA "B"	1,714.00	1,714.00	.00	.00	1,714.00	100	.00	.00
10	LABOR CALL BUTTONS AREA "B"	857.00	857.00	.00	.00	857.00	100	.00	.00
15	LABOR CLOCKS AREA "B"	143.00	143.00	.00	.00	143.00	100	.00	.00
20	LABOR ADMIN PHONE AREA "B"	143.00	143.00	.00	.00	143.00	100	.00	.00

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 009
 APPLICATION DATE: 3/01/20
 PERIOD TO: 3/31/20
 ARCHITECT'S PROJECT NO: 22771

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUES	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% G/C	H BALANCE TO FINISH (C - G)	I RETAINAGE IF VARIABLE RATE
			PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	TOTAL PHASE 005	2,857.00	2,857.00	.00	.00	2,857.00	100	.00	.00
6									
5	LABOR SPEAKERS AREA "C"	1,143.00	1,143.00	.00	.00	1,143.00	100	.00	.00
10	LABOR CALL BUTTONS AREA "C"	572.00	572.00	.00	.00	572.00	100	.00	.00
15	LABOR CLOCKS AREA "C"	190.00	190.00	.00	.00	190.00	100	.00	.00
	TOTAL PHASE 006	1,905.00	1,905.00	.00	.00	1,905.00	100	.00	.00
7									
5	LABOR HEAD END SYSTEM AREA "D"	2,381.00	2,381.00	.00	.00	2,381.00	100	.00	.00
10	LABOR SPEAKERS AREA "D"	1,429.00	1,429.00	.00	.00	1,429.00	100	.00	.00
15	LABOR CALL BUTTONS AREA "D"	476.00	476.00	.00	.00	476.00	100	.00	.00
20	LABOR CLOCKS AREA "D"	238.00	238.00	.00	.00	238.00	100	.00	.00
25	LABOR ADMIN PHONE AREA "D"	238.00	238.00	.00	.00	238.00	100	.00	.00
	TOTAL PHASE 007	4,762.00	4,762.00	.00	.00	4,762.00	100	.00	.00
8									
5	LABOR SPEAKERS AREA "E" PORTAB	571.00	571.00	.00	.00	571.00	100	.00	.00
10	LABOR CALL BUTTONS AREA "E" PO	286.00	286.00	.00	.00	286.00	100	.00	.00
15	LABOR CLOCKS AREA "E" PORTABLE	95.00	95.00	.00	.00	95.00	100	.00	.00
	TOTAL PHASE 008	952.00	952.00	.00	.00	952.00	100	.00	.00
9									
5	LABOR SPEAKERS AREA "G" PORTAB	1,143.00	1,143.00	.00	.00	1,143.00	100	.00	.00
10	LABOR CALL BUTTONS AREA "G" PO	572.00	572.00	.00	.00	572.00	100	.00	.00
15	LABOR CLOCKS AREA "G" PORTABLE	95.00	95.00	.00	.00	95.00	100	.00	.00
20	LABOR TBU AREA "G" PORTABLES	95.00	95.00	.00	.00	95.00	100	.00	.00
	TOTAL PHASE 009	1,905.00	1,905.00	.00	.00	1,905.00	100	.00	.00
10									
5	LABOR SPEAKERS AREA "H"	1,714.00	1,714.00	.00	.00	1,714.00	100	.00	.00
10	LABOR CALL BUTTONS AREA "H"	857.00	857.00	.00	.00	857.00	100	.00	.00
15	LABOR CLOCKS AREA "H"	286.00	286.00	.00	.00	286.00	100	.00	.00
	TOTAL PHASE 010	2,857.00	2,857.00	.00	.00	2,857.00	100	.00	.00
11									
5	DEMOLITION OF EXISTING DEVICES	4,500.00	4,500.00	.00	.00	4,500.00	100	.00	.00

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 009
 APPLICATION DATE: 3/01/20
 PERIOD TO: 3/31/20
 ARCHITECT'S PROJECT NO: 22771

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUES	D		E	F	G	% G/C	H	I
			WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	BALANCE TO FINISH (C - G)		RETAINAGE IF VARIABLE RATE	
			PREVIOUS APPLICATION (D + E)	THIS PERIOD						
	TOTAL PHASE 011	4,500.00	4,500.00	.00	.00	4,500.00	100	.00	.00	
12 5	CLOSE OUT DOCUMENTS	680.00	680.00	.00	.00	680.00	100	.00	.00	
	TOTAL PHASE 012	680.00	680.00	.00	.00	680.00	100	.00	.00	
	TOTALS	135,300.00	130,300.00	5,000.00	.00	135,300.00	100	.00	.00	



12005 N. BRYAN RD
MISSION, TX 78573
I N V O I C E
V: (956) 618-2360 | F: (956) 686-0422
E: service@teleprogrv.com | accounting@teleprogrv.com
B-06237001

BILL TO: MCALLEN ISD
2000 NORTH 23RD STREET
MCALLEN TX 78501

WORK DONE AT: MCALLEN HIGH SCHOOL
MCALLEN

PHONE 956 632 3238
CUST# 48600

JOB NO.	CUST ORDER#	TERMS	INVOICE NUMBER	DATE
22771 -000		NET 30	02314	3/01/20

REQUISITION# 009

AMOUNT THIS REQUISITION	5,000.00
ORIGINAL CONTRACT SUM	135,300.00
NET CHANGE BY CHANGE ORDERS	.00
CONTRACT SUM TO DATE	135,300.00
TOTAL COMPLETED & STORED TO DATE	135,300.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	117,270.00
CURRENT PAYMENT DUE	18,030.00



FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: CSP 2017-180 - McAllen High School Intercom Upgrade

1. Vendor Obligations to McAllen ISD:

YES	NA	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Original Certificate of Substantial Completion (internal/external) transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Letter of Guarantee, Warranty transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	List of names and addresses of obligatory vendors (subcontractors/suppliers) transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All non-compliant items corrected (incl. punch list) and evidence of corrections transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final copy of Close-Out and As-Built Documents transmitted to McAllen ISD (hard copy and electronic files) and/or final inspections performed and project specifications met

Notes:

McAllen ISD Facilities, Maintenance and Operations staff certifies that the items indicated above have been completed by the vendor.

2. McAllen ISD Facilities, Maintenance, and Operations Obligations to McAllen ISD Business Operations

Select one:	
<input type="checkbox"/>	Item has been recorded as an asset and assigned an asset number.
<input checked="" type="checkbox"/>	Item has not been recorded as an asset. Appropriate steps are being taken to record. Approved to proceed with final payment.
<input type="checkbox"/>	Not applicable.

McAllen ISD Business Operations staff certifies that the project indicated above has been reviewed.

APPROVED BY: 

For further information, contact:
Name: Ruben Trevino
Phone: (956) 632-3200
Email: ruben.trevino@mcallenisd.net


ACKNOWLEDGED BY: 

For further information, contact:
Name: Iris Luna
Phone: (956) 632-8403
Email: iris.luna@mcallenisd.net

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: 

SUPERVISOR: 
Arely Benavides (May 18, 2020)

Approved for presentation to the Board of Education:



136 _____
Superintendent of Schools

TO: MCALLEN ISD
2000 NORTH 23RD STREET
MCALLEN TX 78501

PROJECT: JACKSON ELEMENTARY
MCALLEN

APPLICATION NO: 006
PERIOD TO: 3/31/20

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM: TELEPRO COMMUNICATIONS
12005 N BRYAN ROAD
MISSION TX 78573

VIA ARCHITECT:

PROJECT NO: 22770
CONTRACT DATE: 4/01/19
INVOICE NO: 02315

CONTRACT FOR: MCALLEN ISD

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM.....	\$	60,280.00
2. Net change by Change Orders.....	\$	-5,000.00
3. CONTRACT SUM TO DATE (Line 1+-2).....	\$	55,280.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	55,280.00
(Column G on G703)		
5. RETAINAGE:		
a. % of Completed work.....	\$	.00
(Column D+E on G703)		
b. % of Stored Material.....	\$	.00
(Column F on G703)		
Total Retainage (Line 5a+5b or.....	\$	.00
Total in Column I of G703)		
6. TOTAL EARNED LESS RETAINAGE.....	\$	55,280.00
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate).....	\$	49,752.00
8. CURRENT PAYMENT DUE.....	\$	5,528.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6).....	\$	.00

CONTRACTOR: TelePro Communications

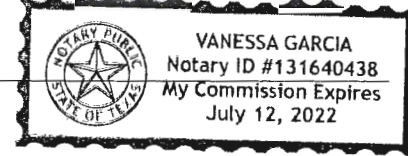
By: [Signature] Date: 3-10-2020

State Of: TEXAS
County Of: HIDALGO

Subscribed and sworn to before me this 10th day of MARCH, 20 20

Notary Public: VANESSA GARCIA
My Commission expires: 07/12/22

[Signature]



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 5,528.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature]
By: [Signature] Date: 03/12/2020

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPROVED FOR PAYMENT

<u>[Signature]</u>	May 18, 2020
Signature	Date
<u>[Signature]</u>	May 18, 2020
Signature	Date
<u>[Signature]</u>	
Signature	Date

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 006
 APPLICATION DATE: 3/01/20
 PERIOD TO: 3/31/20
 ARCHITECT'S PROJECT NO: 22770

ITEM NO.	DESCRIPTION OF WORK	C	D		E	F	G	%	H	I
			WORK COMPLETED	PREVIOUS APPLICATION (D + E)							THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	BALANCE TO FINISH (C - G)	RETAINAGE IF VARIABLE RATE
1	267230 - INTERCOM SYSTEM									
		.00	.00	.00	.00	.00	.00	0	.00	.00
1	GENERAL CONDITIONS	301.00	301.00	.00	.00	301.00	100	.00	.00	.00
2	BONDS AND INSURANCE	603.00	603.00	.00	.00	603.00	100	.00	.00	.00
3	MOBILIZATION	603.00	603.00	.00	.00	603.00	100	.00	.00	.00
4	CONTINGENCY	5,000.00	.00	5,000.00	.00	5,000.00	100	.00	.00	.00
	TOTAL PHASE 001	6,507.00	1,507.00	5,000.00	.00	6,507.00	100	.00	.00	.00
2										
1	ROUGH-IN AREA "A"	5,927.00	5,927.00	.00	.00	5,927.00	100	.00	.00	.00
2	ROUGH-IN AREA "B"	2,371.00	2,371.00	.00	.00	2,371.00	100	.00	.00	.00
3	ROUGH-IN AREA "C"	1,185.00	1,185.00	.00	.00	1,185.00	100	.00	.00	.00
4	ROUGH-IN AREA "D"	1,778.00	1,778.00	.00	.00	1,778.00	100	.00	.00	.00
5	ROUGH-IN AREA "E"	593.00	593.00	.00	.00	593.00	100	.00	.00	.00
	TOTAL PHASE 002	11,854.00	11,854.00	.00	.00	11,854.00	100	.00	.00	.00
3										
1	MATERIALS AREA "A"	16,232.00	16,232.00	.00	.00	16,232.00	100	.00	.00	.00
2	MATERIALS AREA "B"	6,493.00	6,493.00	.00	.00	6,493.00	100	.00	.00	.00
3	MATERIALS AREA "C"	3,248.00	3,248.00	.00	.00	3,248.00	100	.00	.00	.00
4	MATERIALS AREA "D"	4,869.00	4,869.00	.00	.00	4,869.00	100	.00	.00	.00
5	MATERIALS AREA "E"	1,623.00	1,623.00	.00	.00	1,623.00	100	.00	.00	.00
	TOTAL PHASE 003	32,465.00	32,465.00	.00	.00	32,465.00	100	.00	.00	.00
4										
1	LABOR SPEAKERS AREA "A"	988.00	988.00	.00	.00	988.00	100	.00	.00	.00
2	LABOR CALL BUTTONS AREA "A"	593.00	593.00	.00	.00	593.00	100	.00	.00	.00
3	LABOR CLOCKS AREA "A"	395.00	395.00	.00	.00	395.00	100	.00	.00	.00
4	LABOR ADMIN PHONE AREA "B"	198.00	198.00	.00	.00	198.00	100	.00	.00	.00
5	LABOR HEAD END SYSTEM AREA "B"	1,778.00	1,778.00	.00	.00	1,778.00	100	.00	.00	.00
	TOTAL PHASE 004	3,952.00	3,952.00	.00	.00	3,952.00	100	.00	.00	.00
5										
1	LABOR SPEAKERS AREA "B"	949.00	949.00	.00	.00	949.00	100	.00	.00	.00
2	LABOR CALL BUTTONS AREA "B"	474.00	474.00	.00	.00	474.00	100	.00	.00	.00
3	LABOR CLOCKS AREA "B"	158.00	158.00	.00	.00	158.00	100	.00	.00	.00
4	LABOR SPEAKERS AREA "C"	474.00	474.00	.00	.00	474.00	100	.00	.00	.00
5	LABOR CALL BUTTONS AREA "C"	237.00	237.00	.00	.00	237.00	100	.00	.00	.00
6	LABOR CLOCKS AREA "C"	79.00	79.00	.00	.00	79.00	100	.00	.00	.00

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 006
 APPLICATION DATE: 3/01/20
 PERIOD TO: 3/31/20
 ARCHITECT'S PROJECT NO: 22770

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUES	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% G/C	H BALANCE TO FINISH (C - G)	I RETAINAGE IF VARIABLE RATE
			PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	TOTAL PHASE 005	2,371.00	2,371.00	.00	.00	2,371.00	100	.00	.00
6	1 LAOBR SPEAKS AREA "D"	711.00	711.00	.00	.00	711.00	100	.00	.00
	2 LABOR CALL BUTTONS AREA "D"	356.00	356.00	.00	.00	356.00	100	.00	.00
	3 LABOR CLOCKS AREA "D"	118.00	118.00	.00	.00	118.00	100	.00	.00
	TOTAL PHASE 006	1,185.00	1,185.00	.00	.00	1,185.00	100	.00	.00
7	1 LABOR SPEAKERS AREA "E"	237.00	237.00	.00	.00	237.00	100	.00	.00
	2 LABOR CALL BUTTONS AREA "E"	119.00	119.00	.00	.00	119.00	100	.00	.00
	3 LABOR CLOCKS AREA "E"	39.00	39.00	.00	.00	39.00	100	.00	.00
	TOTAL PHASE 007	395.00	395.00	.00	.00	395.00	100	.00	.00
8	1 DEMOLITION OF EXISTING DEVICES	1,250.00	1,250.00	.00	.00	1,250.00	100	.00	.00
	TOTAL PHASE 008	1,250.00	1,250.00	.00	.00	1,250.00	100	.00	.00
9	1 CLOSE OUT DOCUMENTS	301.00	301.00	.00	.00	301.00	100	.00	.00
	TOTAL PHASE 009	301.00	301.00	.00	.00	301.00	100	.00	.00
10	1 CONTINGENCY NOT USED	-5,000.00	.00	-5,000.00	.00	-5,000.00	100	.00	.00
	TOTAL PHASE 010	-5,000.00	.00	-5,000.00	.00	-5,000.00	100	.00	.00
	TOTALS	55,280.00	55,280.00	.00	.00	55,280.00	100	.00	.00



12005 N. BRYAN RD
MISSION, TX 78573
V: (956) 618-2360 | F: (956) 686-0422
E: service@teleprogrv.com | accounting@teleprogrv.com
B-06237001

I N V O I C E

BILL TO: MCALLEN ISD
2000 NORTH 23RD STREET
MCALLEN TX 78501

WORK DONE AT: JACKSON ELEMENTARY
MCALLEN

PHONE 956 632 3238
CUST# 48600

JOB NO.	CUST ORDER#	TERMS	INVOICE NUMBER	DATE
22770 -000		NET 30	02315	3/01/20

REQUISITION# 006

AMOUNT THIS REQUISITION	.00
ORIGINAL CONTRACT SUM	60,280.00
NET CHANGE BY CHANGE ORDERS	5,000.00
CONTRACT SUM TO DATE	55,280.00
TOTAL COMPLETED & STORED TO DATE	55,280.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	49,752.00
CURRENT PAYMENT DUE	5,528.00

Please make checks payable to: Telepro Communications

All installed equipment is the property of Telepro Communications until payment of received is full.



FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: CSP 2017-177 - Andrew Jackson Elementary Intercom Upgrade

1. Vendor Obligations to McAllen ISD:

YES	NA	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Original Certificate of Substantial Completion (internal/external) transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Letter of Guarantee, Warranty transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	List of names and addresses of obligatory vendors (subcontractors/suppliers) transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All non-compliant items corrected (incl. punch list) and evidence of corrections transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final copy of Close-Out and As-Built Documents transmitted to McAllen ISD (hard copy and electronic files) and/or final inspections performed and project specifications met

Notes:

McAllen ISD Facilities, Maintenance and Operations staff certifies that the items indicated above have been completed by the vendor.

2. McAllen ISD Facilities, Maintenance, and Operations Obligations to McAllen ISD Business Operations

Select one:	
<input type="checkbox"/>	Item has been recorded as an asset and assigned an asset number.
<input checked="" type="checkbox"/>	Item has not been recorded as an asset. Appropriate steps are being taken to record. Approved to proceed with final payment.
<input type="checkbox"/>	Not applicable.

McAllen ISD Business Operations staff certifies that the project indicated above has been reviewed.

APPROVED BY: 

For further information, contact:
Name: Ruben Trevino
Phone: (956) 632-3200
Email: ruben.trevino@mcallenisd.net

ACKNOWLEDGED BY: 

For further information, contact:
Name: Iris Luna
Phone: (956) 632-8403
Email: iris.luna@mcallenisd.net

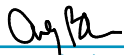
Signature: *Natalie Goza*
Natalie Goza (May 18, 2020 18:49 CDT)

Email: natalie.goza@mcallsisd.net

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: 

SUPERVISOR: 
Arely Benavides (May 19, 2020 05:14 CDT)

Approved for presentation to the Board of Education:



143 _____
Superintendent of Schools

TO: MCALLEN ISD
2000 NORTH 23RD STREET
MCALLEN TX 78501

PROJECT: DE LEON MIDDLE SCHOOL
MCALLEN

APPLICATION NO: 007
PERIOD TO: 3/31/20

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM: TELEPRO COMMUNICATIONS
12005 N BRYAN ROAD
MISSION TX 78573

VIA ARCHITECT:

PROJECT NO: 22769
CONTRACT DATE: 4/01/19
INVOICE NO: 02316

CONTRACT FOR: MCALLEN ISD

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM.....	\$	75,636.00
2. Net change by Change Orders.....	\$	-1,212.22
3. CONTRACT SUM TO DATE (Line 1+2).....	\$	74,423.78
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$	74,423.78
5. RETAINAGE:		
a. % of Completed work..... (Column D+E on G703)	\$	.00
b. % of Stored Material..... (Column F on G703)	\$	.00
Total Retainage (Line 5a+5b or..... Total in Column I of G703)	\$	.00
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$	74,423.78
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$	63,572.40
8. CURRENT PAYMENT DUE.....	\$	10,851.38
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6).....	\$	.00

CONTRACTOR: TelePro Communications

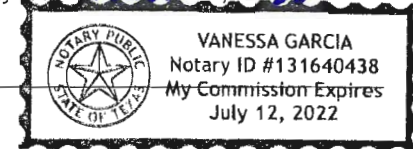
By: [Signature] Date: 3-10-2020

State Of: TEXAS
County Of: HIDALGO

Subscribed and sworn to before me this 10TH day of MARCH, 2020

Notary Public: VANESSA GARCIA
My Commission expires: 07/12/22

[Signature]



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 10,851.38
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature]
By: [Signature] Date: 03/12/2020

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPROVED FOR PAYMENT
[Signature] May 18, 2020
Melissa Ortiz (May 18, 2020)
Signature Date
[Signature] May 18, 2020
Signature Date
[Signature] Date

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 007
 APPLICATION DATE: 3/01/20
 PERIOD TO: 3/31/20
 ARCHITECT'S PROJECT NO: 22769

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUES	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % G/C	I BALANCE TO FINISH (C - G)	RETAINAGE IF VARIABLE RATE
			PREVIOUS APPLICATION (D + E)							
1	INTERCOM SYSTEM	.00	.00	.00	.00	.00	.00	0	.00	.00
5	GENERAL CONDITIONS	378.00	378.00	.00	.00	378.00	100	.00	.00	
10	BONDS AND INSURANCE	756.00	756.00	.00	.00	756.00	100	.00	.00	
15	MOBILIZATION	756.00	756.00	.00	.00	756.00	100	.00	.00	
20	CONTINGENCY	5,000.00	.00	5,000.00	.00	5,000.00	100	.00	.00	
	TOTAL PHASE 001	6,890.00	1,890.00	5,000.00	.00	6,890.00	100	.00	.00	
2										
5	ROUGH IN AREA "A"	3,064.00	3,064.00	.00	.00	3,064.00	100	.00	.00	
10	ROUGH IN AREA "B"	7,660.00	7,660.00	.00	.00	7,660.00	100	.00	.00	
15	ROUGH IN AREA "C"	1,532.00	1,532.00	.00	.00	1,532.00	100	.00	.00	
20	ROUGH IN AREA "D"	1,532.00	1,532.00	.00	.00	1,532.00	100	.00	.00	
25	ROUGH IN AREA "E"	1,532.00	1,532.00	.00	.00	1,532.00	100	.00	.00	
	TOTAL PHASE 002	15,320.00	15,320.00	.00	.00	15,320.00	100	.00	.00	
3										
5	MATERIALS AREA "A"	8,118.00	8,118.00	.00	.00	8,118.00	100	.00	.00	
10	MATERIALS AREA "B"	20,292.00	20,292.00	.00	.00	20,292.00	100	.00	.00	
15	MATERIALS AREA "C"	4,058.00	4,058.00	.00	.00	4,058.00	100	.00	.00	
20	MATERIALS AREA "D"	4,058.00	4,058.00	.00	.00	4,058.00	100	.00	.00	
25	MATERIALS AREA "E"	4,058.00	4,058.00	.00	.00	4,058.00	100	.00	.00	
	TOTAL PHASE 003	40,584.00	40,584.00	.00	.00	40,584.00	100	.00	.00	
4										
5	LABOR SPEAKERS AREA "A"	1,226.00	1,226.00	.00	.00	1,226.00	100	.00	.00	
10	LABOR CALL BUTTONS AREA "A"	613.00	613.00	.00	.00	613.00	100	.00	.00	
15	LABOR CLOCKS AREA "A"	205.00	205.00	.00	.00	205.00	100	.00	.00	
	TOTAL PHASE 004	2,044.00	2,044.00	.00	.00	2,044.00	100	.00	.00	
5										
5	LABOR SPEAKERS AREA "B"	1,277.00	1,277.00	.00	.00	1,277.00	100	.00	.00	
10	LABOR CALL BUTTONS AREA "B"	766.00	766.00	.00	.00	766.00	100	.00	.00	
15	LABOR CLOCKS AREA "B"	511.00	511.00	.00	.00	511.00	100	.00	.00	
20	LABOR ADMIN PHONE AREA "B"	255.00	255.00	.00	.00	255.00	100	.00	.00	
25	LABOR HEAD END SYSTEM AREA "B"	2,298.00	2,298.00	.00	.00	2,298.00	100	.00	.00	
	TOTAL PHASE 005	5,107.00	5,107.00	.00	.00	5,107.00	100	.00	.00	

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 007
 APPLICATION DATE: 3/01/20
 PERIOD TO: 3/31/20
 ARCHITECT'S PROJECT NO: 22769

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUES	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% G/C	H BALANCE TO FINISH (C - G)	I RETAINAGE IF VARIABLE RATE
			PREVIOUS APPLICATION (D + E)	THIS PERIOD					
6									
5	LABOR SPEAKERS AREA "C"	613.00	613.00	.00	.00	613.00	100	.00	.00
10	LABOR CALL BUTTONS AREA "C"	306.00	306.00	.00	.00	306.00	100	.00	.00
15	LABOR CLOCKS AREA "C"	102.00	102.00	.00	.00	102.00	100	.00	.00
	TOTAL PHASE 006	1,021.00	1,021.00	.00	.00	1,021.00	100	.00	.00
7									
5	LABOR HEAD END SYSTEM AREA "D"	613.00	613.00	.00	.00	613.00	100	.00	.00
10	LABOR SPEAKERS AREA "D"	306.00	306.00	.00	.00	306.00	100	.00	.00
15	LABOR CALL BUTTONS AREA "D"	102.00	102.00	.00	.00	102.00	100	.00	.00
	TOTAL PHASE 007	1,021.00	1,021.00	.00	.00	1,021.00	100	.00	.00
8									
5	LABOR SPEAKERS AREA "E"	613.00	613.00	.00	.00	613.00	100	.00	.00
10	LABOR CALL BUTTONS AREA "E"	306.00	306.00	.00	.00	306.00	100	.00	.00
15	LABOR CLOCKS AREA "E"	102.00	102.00	.00	.00	102.00	100	.00	.00
	TOTAL PHASE 008	1,021.00	1,021.00	.00	.00	1,021.00	100	.00	.00
11									
5	DEMOLITION OF EXISTING DEVICES	2,250.00	2,250.00	.00	.00	2,250.00	100	.00	.00
	TOTAL PHASE 011	2,250.00	2,250.00	.00	.00	2,250.00	100	.00	.00
12									
5	CLOSE OUT DOCUMENTS	378.00	378.00	.00	.00	378.00	100	.00	.00
	TOTAL PHASE 012	378.00	378.00	.00	.00	378.00	100	.00	.00
13									
1	DEDUCTIVE CHANGE ORDER	-1,212.22	.00	-1,212.22	.00	-1,212.22	100	.00	.00
	TOTAL PHASE 013	-1,212.22	.00	-1,212.22	.00	-1,212.22	100	.00	.00
	TOTALS	74,423.78	70,636.00	3,787.78	.00	74,423.78	100	.00	.00



12005 N. BRYAN RD
MISSION, TX 78573
V: (956) 618-2360 | F: (956) 686-0422
E: service@teleprogrv.com | accounting@teleprogrv.com
B-06237001

I N V O I C E

BILL TO: MCALLEN ISD
2000 NORTH 23RD STREET
MCALLEN TX 78501

WORK DONE AT: DE LEON MIDDLE SCHOOL
MCALLEN

PHONE 956 632 3238
CUST# 48600

JOB NO.	CUST ORDER#	TERMS	INVOICE NUMBER	DATE
22769 -000		NET 30	02316	3/01/20

REQUISITION# 007

AMOUNT THIS REQUISITION	3,787.78
ORIGINAL CONTRACT SUM	75,636.00
NET CHANGE BY CHANGE ORDERS	1,212.22
CONTRACT SUM TO DATE	74,423.78
TOTAL COMPLETED & STORED TO DATE	74,423.78
LESS PREVIOUS CERTIFICATES FOR PAYMENT	63,572.40
CURRENT PAYMENT DUE	10,851.38

Please make checks payable to: Telepro Communications

All installed equipment is the property of Telepro Communications until payment of received is full.



FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: CSP 2017-184 – Alonzo De Leon Middle School Intercom Upgrade

1. Vendor Obligations to McAllen ISD:

YES	NA	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Original Certificate of Substantial Completion (internal/external) transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Letter of Guarantee, Warranty transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	List of names and addresses of obligatory vendors (subcontractors/suppliers) transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All non-compliant items corrected (incl. punch list) and evidence of corrections transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final copy of Close-Out and As-Built Documents transmitted to McAllen ISD (hard copy and electronic files) and/or final inspections performed and project specifications met

Notes:

McAllen ISD Facilities, Maintenance and Operations staff certifies that the items indicated above have been completed by the vendor.

2. McAllen ISD Facilities, Maintenance, and Operations Obligations to McAllen ISD Business Operations

Select one:	
<input type="checkbox"/>	Item has been recorded as an asset and assigned an asset number.
<input checked="" type="checkbox"/>	Item has not been recorded as an asset. Appropriate steps are being taken to record. Approved to proceed with final payment.
<input type="checkbox"/>	Not applicable.

McAllen ISD Business Operations staff certifies that the project indicated above has been reviewed.

APPROVED BY: 

For further information, contact:
Name: Ruben Trevino
Phone: (956) 632-3200
Email: ruben.trevino@mcallenisd.net


ACKNOWLEDGED BY: 

For further information, contact:
Name: Iris Luna
Phone: (956) 632-8403
Email: iris.luna@mcallenisd.net

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: 

SUPERVISOR: 
Arely Benavides (May 18, 2020)

Approved for presentation to the Board of Education:



149 _____
Superintendent of Schools

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

TO: Contractor Half Associates, Inc, a Texas Corporation
 5000 W. Military, Suite 100
 McAllen, Texas 78503

PROJECT:
 CSP 2018-197 Intercom Upgrade Project
 for Dr. Rodney D. Cathey Middle School
 & Ben Milam Elementary

APPLICATION NO: 2
PERIOD TO: 11/31/19-04/25/20
PROJECT NO: CPS 2018-197
CONTRACT/ORDER NO: N/A
JOB: N/A
CONTRACT DATE: 04/22/2019

Distribution to:
 OWNER
 CONSTRUCTION
 MANAGER
 ARCHITECT
 CONTRACTOR

FROM: Subcontractor LMH & LMH, LLC
 dba: ABSOLUTE Services
 2005 Industrial Drive
 McAllen, Texas 78504

This Application for Payment is Exclusively for Work Accomplished at Dr. Rodney D. Cathey Middle School

CONTRACT FOR: Intercom Upgrade **Via:**

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

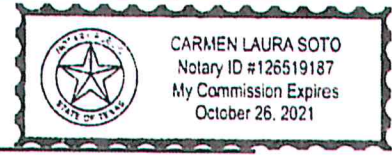
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM + AMENDMENTS	\$95,500.12
2. Net change by Change Orders	-\$560.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$94,940.12
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$94,940.12
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	\$0.00
b. % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$94,940.12
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$75,960.11
8. CURRENT PAYMENT DUE	\$18,980.01
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

CONTRACTOR LMH & LHM, LLC dba: ABSOLUTE Services

By: [Signature] Date: 4-27-20

State of TEXAS in the County of HIDALGO
 Subscribed and sworn to before me this 29th day of April, 2020
 Notary Public: Carmen Laura Soto
 My Commission Expires: October 26, 2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and/or Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$18,980.01

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

ARCHITECT
 By: [Signature] Date: 05/13/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		-\$560.00
Total approved this Month		
TOTALS		-\$560.00
NET CHANGES by Change Order		(\$560.00)

CONTINUATION SHEET

AIA DOCUMENT G703

1 of 1
Page 2 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2

APPLICATION DATE: April 29, 2020

PERIOD: 11/31/19-04/25/20

ARCHITECT'S PROJECT NO: CSP 2018-197

This Application for Payment is Exclusively for Work Accomplished at Dr. Rodney D. Cathey Middle School

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE WORK COMPLETED	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		(% of	D+E)
ORIGINAL: Schedule of Values										
1	Mobilization / Bonding	2,500.00	2,250.00	250.00	0.00	2,500.00	100.00%	0.00	10%	0.00
1.1	Project Administration	2,000.00	1,350.00	650.00	0.00	2,000.00	100.00%	0.00	10%	0.00
1.2	Insurance Drafting	1,579.12	1,421.21	157.91	0.00	1,579.12	100.00%	0.00	10%	0.00
2	System & Wire Demo	3,000.00	0.00	3,000.00	0.00	3,000.00	100.00%	0.00	10%	0.00
3	Wire for System Installation	3,840.00	3,456.00	384.00	0.00	3,840.00	100.00%	0.00	10%	0.00
3.1	Labor for Wire Installation	9,950.00	8,955.00	995.00	0.00	\$9,950.00	100.00%	0.00	10%	0.00
4	Intercom System Equipment	52,031.00	46,827.90	5,203.10	0.00	52,031.00	100.00%	0.00	10%	0.00
4.1	Labor for Equipment Installation	13,000.00	11,700.00	1,300.00	0.00	13,000.00	100.00%	0.00	10%	0.00
5	Programming/Testing System & Train District Personnel	2,600.00	0.00	2,600.00	0.00	2,600.00	100.00%	0.00	10%	0.00
6	Contingency	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00%	0.00	10%	0.00
7	Deductive CO	-560.00	0.00	(560.00)	0.00	(560.00)	100.00%	0.00	10%	0.00
	TOTALS	94,940.12	75,960.11	18,980.01	0.00	94,940.12	100.00%	0.00	10%	0.00



FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: CSP 2018-197 Intercom Upgrade Project for Dr. Rodney D. Cathey Middle School

1. Vendor Obligations to McAllen ISD:

YES	NA	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Original Certificate of Substantial Completion (internal/external) transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Letter of Guarantee, Warranty transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	List of names and addresses of obligatory vendors (subcontractors/suppliers) transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All non-compliant items corrected (incl. punch list) and evidence of corrections transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final copy of Close-Out and As-Built Documents transmitted to McAllen ISD (hard copy and electronic files) and/or final inspections performed and project specifications met

Notes:

McAllen ISD Facilities, Maintenance and Operations staff certifies that the items indicated above have been completed by the vendor.

2. McAllen ISD Facilities, Maintenance, and Operations Obligations to McAllen ISD Business Operations

Select one:	
<input type="checkbox"/>	Item has been recorded as an asset and assigned an asset number.
<input checked="" type="checkbox"/>	Item has not been recorded as an asset. Appropriate steps are being taken to record. Approved to proceed with final payment.
<input type="checkbox"/>	Not applicable.

McAllen ISD Business Operations staff certifies that the project indicated above has been reviewed.

APPROVED BY: 

For further information, contact:
Name: Ruben Trevino
Phone: (956) 632-3200
Email: ruben.trevino@mcallenisd.net

ACKNOWLEDGED BY: 

For further information, contact:
Name: Iris Luna
Phone: (956) 632-8403
Email: iris.luna@mcallenisd.net

Signature: *Natalie Goza*
Natalie Goza (May 18, 2020)

Email: natalie.goza@mcallenisd.net

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: *Adel Filio*

SUPERVISOR: *Cynthia Medrano-Richards*

Approved for presentation to the Board of Education:

J. X. O'Sullivan

154
Superintendent of Schools

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AGREEMENT FOR THE COLLECTION OF DELINQUENT TAXES

THIS AGREEMENT is made and entered into on this the **27th of August 2018**, by and between the **McALLEN INDEPENDENT SCHOOL DISTRICT** (“DISTRICT”) and **LINEBARGER, GOGGAN, BLAIR & SAMPSON, LLP** a Texas Limited Liability Partnership (collectively referred to as the “Firm”);

WITNESSETH:

WHEREAS, Section 6.30 of the Texas Tax Code (the “Code”) provides that a taxing unit may contract with a private attorney for collection of delinquent taxes; and

WHEREAS, Sections 33.07, 33.08 and 33.11 of the Code allows a taxing unit to add an additional penalty not to exceed twenty percent (20%) of the amount of delinquent taxes, penalty and interest to each delinquent tax account that remains delinquent on July 1 of the year in which they become delinquent incur an additional penalty to defray costs of collection, if the unit or district or another unit that collects taxes for the unit has contracted with an attorney pursuant to Section [6.30](#) of the Code; and

WHEREAS, District desires to secure the performance of delinquent tax collection services of the highest quality by trained, skilled persons; and

WHEREAS, the Firm represents that it possesses the expertise and experience necessary to perform the services contemplated by this Agreement and desires to perform such services for the fee hereinafter specified.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants herein contained, DISTRICT and the Firm hereby agree as follows:

ARTICLE I

Scope of Work

1.1 **General.** The Firm shall, at its sole cost and expense, provide services to DISTRICT with respect to the collection of delinquent ad valorem taxes for DISTRICT, unless otherwise requested by DISTRICT. In addition these services shall include general legal representation in ad valorem tax matters, any services with respect to the annual property value study conducted by the State Comptroller of Public Accounts.

1.2 **Legal Services – General.** The general legal services to be performed by the Firm shall include legal representation of DISTRICT in delinquent ad valorem tax collection matters including, without limiting the generality of the foregoing, securing on behalf of DISTRICT title research which includes the proper legal descriptions and ownerships, the preparation and mailing of demand letters, the preparation and the filing of pleadings, motions, judgments, representation of DISTRICT in judicial and administrative proceedings including representation on appeal, and the taking of all other actions necessary to collect delinquent ad valorem taxes for DISTRICT. All lawsuits will be maintained in a systematic manner utilizing a computer assisted docket control management system.

All expenses incurred by the Firm in the collection of delinquent ad valorem taxes, including, but not limited to, pre-judgment activity, lawsuit activity and post-judgment remedies including foreclosure shall be absorbed by the Firm. To the extent permitted by law, the Firm may recover any expenses incurred in the collection of delinquent taxes on DISTRICT's behalf from defendants and/or property owners.

1.3 **Property Value Study and Audit Services.** Firm agrees to represent the DISTRICT in the administrative and judicial appeal of the property value study performed by the Texas Comptroller of Public Accounts and utilized for the determination of state aid to the DISTRICT. Such services shall include the evaluation of the property value study for the DISTRICT, the preparation of an appeal

if one is merited, representation in negotiations with the Comptroller's staff, representation in administrative hearings, and prosecution of an appeal to the courts, if one is necessary. In the event that the Comptroller assigns local value to DISTRICT, the Firm will review the self-reported information and will file a self-report appeal on behalf of DISTRICT if the filing of such appeal will benefit DISTRICT. The Firm also agrees to evaluate DISTRICT's need for an audit and prepare and file an audit request for DISTRICT if the filing of such a request will benefit DISTRICT. The Firm agrees to incur the costs of preparing an appeal and representation of DISTRICT in administrative and judicial hearings.

1.4 ***Tax Roll.*** Firm agrees to use its best efforts to obtain from Hidalgo County Tax Assessor Collector's Office the delinquent tax roll on all property located within the geographical limits of DISTRICT. The Firm will prepare delinquent tax statements and will assume responsibility for computing penalty and interest (including attorney's fees) on such statements before such notices are mailed to property owners.

1.5 ***Taxpayer Notification and Response.*** The Firm shall prepare and mail all delinquent tax notices as soon as practicable after receipt of the tax roll on all delinquent accounts referred to the Firm for collection. In addition, the Firm shall respond to both written and oral communications from taxpayers.

1.6 ***Address Location.*** The Firm shall locate and identify the correct names and addresses of delinquent taxpayers on behalf of DISTRICT. The Firm shall deliver this information to the Hidalgo County Tax Assessor Collector's Office. The Firm shall recommend guidelines which would permit DISTRICT to declare certain accounts uncollectible and permit such accounts to be carried as inactive or canceled. Each account recommended for inaction or cancellation shall be accompanied by a report reflecting the reasons for the recommendation and any supporting document that may be necessary for DISTRICT to take appropriate action as determined by DISTRICT.

1.7 **Collection of Court Costs and Attorneys' Fees.** In all delinquent tax suits filed, the Firm shall seek to recover the maximum amount of attorney's fees allowed by law.

1.8 **Legal Activity.** The Firm shall enforce by suit, or otherwise, the collection of all delinquent taxes, penalty and interest, not barred by the statute of limitations, on behalf of DISTRICT, owing to DISTRICT, provided current year taxes falling delinquent within the period of this Agreement are subject to its terms on the first day of July of the year in which the same become delinquent. Further, suits resolved before the last day of July must include current year delinquent taxes, interest and penalties, which are also subject to the terms of this Agreement.

By its acceptance of employment, the Firm agrees to diligently pursue the collection of delinquent taxes during the term thereof and to provide, at their expense, adequate legal and non-legal personnel, equipment and staffing to ensure that the terms of this Agreement are carried out to their fullest extent. The Firm shall obtain tax warrants and complete seizure proceedings on personal property or obtain an Order of Sale or a Writ of Execution and complete execution procedures to enforce any unpaid judgment.

1.9 **Other Legal Activity.** The Firm shall, in addition to those services previously specified herein, perform the following:

- (a) represent DISTRICT, if requested, in all lawsuits that may arise involving contested property values including appraisal review board appeals;
- (b) upon request of DISTRICT, assume the handling of any pending lawsuits in which DISTRICT is a party or should become a party which involve the appraisal, assessment or collection of ad valorem taxes, including intervention in pending lawsuits by other political subdivisions for the collection of delinquent taxes;
- (c) file all claims and represent DISTRICT in all actions for delinquent or current taxes in any bankruptcy or condemnation proceeding involving property lying within the boundaries of DISTRICT;

- (d) provide continuing guidance to DISTRICT with regard to the implementation of the Texas Property Tax Code, as may from time to time be amended, including, without limitation, review of the content and format of all forms, notices and records to ensure compliance with the requirements set out in the Code;
- (e) provide written opinions and advice to DISTRICT upon request on matters involving ad valorem taxation;
- (f) monitor and report to Hidalgo County Tax Assessor Collector's Office all activities of the State Comptroller's Office and the Texas Legislature as they relate to the administration of the Property Tax Code;
- (g) upon request, provide a member of the Firm to make presentations to community organizations, professional clubs or any other group which might be interested in hearing about property taxation;
- (h) call to the attention of the Tax Collector, or other appropriate officials of DISTRICT, any errors, double assessments, or other discrepancies known or discovered through their observation, or during the progress of work, and intervene on behalf of DISTRICT in all suits for taxes hereafter filed by any other taxing unit or entity on property located within DISTRICT's geographical limits.
- (i) provide such other tax related legal services are requested by DISTRICT.

ARTICLE II

DISTRICT Responsibilities

2.01 ***Title Searches.*** In those cases where collection of taxes are enforced by suit DISTRICT agrees to authorize the Firm to obtain from Tax Collector a title report showing the name, identity, and location of necessary parties, together with legal descriptions of property on which delinquent

taxes are due. The Firm shall however order on DISTRICT's behalf such title reports as needed, and the Firm shall advance all charges and expenses on behalf of DISTRICT which are incurred in procuring such information and reports. Any recovery of such expenses under Tex. Tax Code Ann. § 33.48 shall be paid over to the Firm as and when collected from those persons sued. In no event shall DISTRICT be held liable to the Firm for uncollected title search expenses.

ARTICLE III

Meetings and Reports

3.1 **Reports.** The Firm shall provide DISTRICT, a quarterly report, or as often as required by DISTRICT, which shall contain the following components:

- (a) *Tax Roll Report* – shows all accounts as of certain date; shows suit number, court information; bad addresses; bankruptcies and other information in an alphabetical listing for easy reference.
- (b) *Lawsuits Filed List* – shows suits that were filed on a certain day, the suit number, court and defendant's name.
- (c) *Judgments List* – shows the list of judgments taken by court, the suit number and date taken.
- (d) *Bad Address List* – this report is derived from the Tax Roll Report. This report shows all bad addresses, the account name, number and address that is incorrect.
- (e) *Bankruptcy Report* – this report shows all the accounts with pending bankruptcies.
- (f) *Awaiting Service Report* – this report shows all suits pending in which citations have not been served on the defendants.
- (g) *Address Research Report* – this report shows all suits pending by court where the Sheriff or Constable is unable to locate the defendant.

- (h) *Notice of Intent to Sue Report* – this report shows all accounts that are ready for suit to be filed but no action other than letters have been written. This report shows names, addresses and the amount of taxes owed on each account.
- (i) *Pending Suits Report* – this report shows the suits that are pending. It will reflect the date suit was filed, the suit number and the date a judgment was entered by the court. This report can be generated with or without a detailed report of the taxes that are unpaid.
- (j) *Payment Agreement Report* – this report will show the number of payment agreements entered into by the Firm with taxpayers and the total amount of taxes, penalties and interest due on the payment agreements.
- (k) *Miscellaneous* – any other reports as requested by DISTRICT auditors or the DISTRICT business or accounting offices.

ARTICLE IV

Compensation and Payment

4.1 ***Compensation.*** DISTRICT shall pay the Firm as compensation for delinquent tax collection services under this Agreement is fifteen percent (15%) (which shall include the additional penalty pursuant to Sections 33.07, 33.08, 33.11 of the Code) of the amount collected of all delinquent taxes, penalty and interest for the delinquent years covered by this Agreement, actually collected and paid to the collector of taxes during the term of this Agreement, as and when collected. Regarding current year collections during the period February through June of each year covered by this Agreement, the Firm agrees that, for delinquent taxes, the Firm will receive a fee only if attorney's fees are voluntarily paid pursuant to demand in pending litigation or if so awarded by a Court of competent jurisdiction pursuant to litigation, and the award is collected; and that DISTRICT will receive 100% of all taxes, penalty and interest due it under applicable provisions of the Code.

In the event Code Section 33.07 or Code Section 33.48 fees paid the Firm on collections are deemed for whatever reason unauthorized or uncollectible, then the Firm agrees to reimburse such fees to DISTRICT and indemnify and hold DISTRICT harmless from payment of such fees to any third party.

It is understood and agreed that in the event of any dispute between the parties hereto with regard to the interpretation of this Agreement or to the calculation of any amounts due the Firm, then and in such event, the interpretations, numbers, and/or amounts as determined by DISTRICT shall control and shall be determinative in the computation of amounts due the Firm.

Notwithstanding anything herein to the contrary, the Firm shall not be entitled to payment or compensation in any amount greater than the amount of monies actually and finally collected as attorneys' fees or as Code Sections 33.07, 33.08 and 33.11 penalties and designated by DISTRICT as fees due the Firm during the term of this Agreement. The Firm is not entitled to receive payments for any amount collected as attorneys' fees or Code Sections 33.07, 33.08 and 33.11 penalties which are subsequently determined by DISTRICT not to be credited as attorneys' fees or Code Sections 33.07, 33.08 and 33.11 penalties. This provision applies to all accounts, with the exception of bankruptcy accounts. On such bankruptcy accounts, the Firm shall be entitled to compensation for representation in the amount of fifteen percent (15%) of delinquent taxes actually collected less any attorneys' fees allowed by the court. For the purposes of the previous sentence, the term "delinquent taxes" shall mean any tax, penalty and interest that is paid on or after February 1st of the year following the year in which the tax was levied.

DISTRICT shall pay, if classified as a Chapter 42 District for the purposes of school funding pursuant to the laws of the State of Texas for a year in which it received the benefits of this contract, the Firm as compensation a contingent fee of zero percent (0%) of the additional state aid that DISTRICT obtains as a result of a complete appeal. If the Firm prepares and files only a self-report appeal because DISTRICT has been assigned local value or if the firm prepares and files an audit

request, DISTRICT agrees to pay the Firm as compensation a contingent fee of zero percent (0%) of the additional state aid that DISTRICT obtains as a result of the self-report appeal or audit.

If classified as a Chapter 41 District for purposes of school funding pursuant to the laws of the State of Texas for a year in which it received the benefits of this contract, then DISTRICT agrees to pay the Firm as compensation a contingent fee of zero percent (0%) of the reduction in the amount that DISTRICT must pay to the State of Texas or to another school district. If the Firm prepares and files only a self-report appeal because DISTRICT has been assigned local value or if the Firm prepares and files an audit request, DISTRICT agrees to pay the Firm as compensation a contingent fee of zero percent (0%) of the reduction in the amount that DISTRICT must pay to the State of Texas or to another school district as a result of the self-report appeal or audit.

Both parties contemplate that there may be changes in school funding by the State of Texas that may affect the calculation of compensation pursuant to this Contract. In the event of a change in school funding by the State of Texas, the parties agree that the Firm shall be compensated for the applicable percentage for the services stated above as applied to the amount of increase in state aid received by DISTRICT or the amount of reduction in amount that DISTRICT must pay to the State of Texas or another school district, as applicable, as a result of the services rendered by the firm.

4.2 **Payment.** Compensation shall be due and owing to the Firm at the time such delinquent taxes, penalty and interest are actually received by DISTRICT. DISTRICT shall pay such compensation to the Firm monthly. Compensation shall be payable solely from the revenues collected as Code Sections 33.07, 33.08 and 33.11 penalties or attorneys' fees and produced by the delinquent taxes, penalties and interest collected pursuant to this Agreement. DISTRICT shall have the right to set off against the Firm's monthly payments any amounts previously paid to the Firm which are subsequently required to be rebated, refunded or do not result in amounts actually paid and retained as attorneys' fees or Code Sections 33.07, 33.08 and 33.11 penalties.

Payment for Property Value Study and Audit Services, if any, shall be made within thirty (30) days of the date of the invoice in the year following the year in which a complete appeal is prepared unless a different payment schedule is agreed to in writing by the DISTRICT and a partner of the Firm. Payment for audits or self- report appeal shall be made within thirty (30) days of the date of the invoice unless a different payment schedule is agreed to in writing by the DISTRICT and a partner of the Firm. Payments shall be based upon the Final Summary of Finance for the DISTRICT and all data will be sent to either the Chief Financial Officer or Assistant Superintendent for Business Operations for the DISTRICT for review.

ARTICLE V

Term

Unless sooner terminated pursuant to the other provisions herein, the initial term of this Agreement shall commence on November 1, 2018 and continue until October 31, 2019 with the option to renew for two (2) additional one (1) year terms.

In addition to any other termination rights of DISTRICT contained herein, DISTRICT shall review the performance of the Firm on a continuing and an annual basis, and the continuation of this Agreement is subject to satisfactory performance of services by the Firm in the sole discretion of DISTRICT.

ARTICLE VI

Termination

This Agreement may be terminated by DISTRICT at any time with or without cause and without liability therefore, upon thirty (30) days written notice given to the Firm. Upon termination, the Firm shall, unless the notice directs otherwise, immediately discontinue all services in connection

with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. However, if requested by DISTRICT, the Firm shall use its best efforts to reduce to judgments within three (3) months from termination all suits filed prior to the last day of the contract term. Unless DISTRICT requests that the Firm continue to represent DISTRICT in lawsuits filed prior to the termination date, the Firm shall withdraw as counsel and surrender all files and computerized materials to DISTRICT within 30 days of termination.

The Firm shall only be compensated for delinquent taxes, penalties and interest actually collected through the termination date plus delinquent taxes, penalties and interest, collected up to the three (3) month period following termination on those lawsuits handled by the Firm extending past the termination date as provided in this Article if DISTRICT has requested such continued representation. DISTRICT shall, within a reasonable period of time, pay the Firm all amounts then due under this Agreement. Copies of all reports, whether completed or partially completed, shall be delivered to DISTRICT within thirty (30) days of termination date.

ARTICLE VII

Indemnification and Insurance

7.1 **Indemnification.** The Firm hereby agrees at all times to defend, indemnify and hold DISTRICT and its agents, employees, trustees and officials, harmless from and against any and all claims for damages, including costs and attorneys' fees, which arise in the course of the performance of this Agreement, whether such claims were asserted before or after the termination of this Agreement.

7.2 **Insurance.** At all times during the term of this Agreement, the Firm will, at Firm's expense, carry, provide and maintain professional liability insurance in the amount of \$1,000,000, as evidenced by Exhibit "A" attached hereto and incorporated herein at this point for all purposes.

ARTICLE VIII

Miscellaneous Provisions

8.1 **Notices.** Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Firm: Linebarger, Goggan, Blair & Sampson, LLP
 ATTN: Lucy G. Canales, Capital Partner
 1512 South Lone Star Way
 Edinburg, Texas 78539

If to DISTRICT: McAllen Independent School District
 ATTN: Dr. Jose A. Gonzalez,
 Superintendent 2000 North 23rd Street
 McAllen, Texas 78501

8.2 **Remedies Cumulative.** The rights and remedies contained in this Agreement shall be exclusive, but shall be cumulative of all other rights and remedies now or hereafter existing, whether by statute, at law or in equity, provided, however, that none of the parties shall terminate this Agreement except in accordance with the provisions hereof.

8.3 **No Implied Waiver.** Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

8.4 **Entire Agreement.** This Agreement comprises the entire agreement between the parties. This Agreement may not be altered or amended except in writing executed on behalf of all the parties and approved by vote of the Board of Trustees of DISTRICT.

8.5 **Captions.** The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles, and therefore, will be given no effect in construing this Agreement and shall not be restrictive of or be used to interpret the subject matter of any article, section or part of this Agreement.

8.6 **Applicable Law.** This Agreement is made subject to and shall be construed in accordance with the Constitution and laws of the State of Texas. All obligations hereunder shall be performable in McAllen, Hidalgo County, Texas.

8.7 **Independent Contractor.** The Firm agrees that in performing the services to be rendered hereunder it is acting as an independent contractor and is not an agent or employee of DISTRICT.

8.8 **Subcontractor.** The Firm may not subcontract any portion of the work to be done hereunder except with the written approval of DISTRICT except for title research, mailing and service of process. Any subcontractor employed to perform any tasks under this Agreement shall be subject to the approval of DISTRICT

8.9 **Assignment.** This Agreement shall bind and benefit the respective parties and their legal successors and shall not be assignable in whole or in part.

8.10 **Parties in Interest.** This Agreement shall bind and benefit the parties hereto and shall not bestow any rights or benefits upon any third parties.

8.11 **Ownership of Documents.** All documentation or other work or materials, flow charts, individual lawsuit files, test results, records or other material developed pursuant to this Agreement either prior to or during the term hereof is deemed to be the property of DISTRICT and shall be delivered to DISTRICT upon termination of this Agreement.

8.12 **Appraisals and Approvals.** Any acceptance or approval by DISTRICT, or its agents or employees shall not constitute nor be deemed to be a release of responsibility and liability of the Firm, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness for any reports, information or other documents or services prepared or performed pursuant to the terms and conditions of this Agreement, nor shall such acceptance or approval be deemed to be an assumption of such responsibility or liability by DISTRICT or its agents and employees for any defect, error or omission in any designs, reports, information or other documents or services prepared or performed by the Firm, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

8.13 **Representations.** The Firm represents that it and its employees, agents, joint venturers and subcontractors are fully competent and qualified to perform all the services required to be performed under this Agreement. The Firm represents that it is experienced in the collection of ad valorem taxes and that all services to be performed hereunder shall be of the highest quality.

8.14 **Construction.** If any clause or provision of this Agreement shall be declared illegal, invalid or unenforceable under applicable laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is declared illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8.15 **No Waiver.** DISTRICT does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of its covenants contained herein. This Agreement does not create any personal liability on the part of any trustee, officer or employee of DISTRICT.

8.16 The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

8.17 **HB 89.** Anti-BDS:Firm verifies it does and will not boycott Israel during the term of the contract, pursuant to Texas Gov't Code §2270.

8.18 **Sec. 2252.152.** CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES.The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide

supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.

Consultant shall certify to District before beginning work and at no less than on an annual basis thereafter, that this process was followed.

(Signature page to follow)

IN WITNESS WHEREOF this instrument has been executed on behalf of the Firm and DISTRICT in duplicate originals which shall be considered to be of equal force and effect on this August 27, 2018.

FIRM:

LINEBARGER, GOGGAN, BLAIR & SAMPSON, LLP

Date: Aug 28, 2018

By: *Lucy G. Canales*
Lucy G. Canales (Aug 28, 2018)
Lucy G. Canales
Capital Partner

MCALLEN ISD:

Date: Aug 28, 2018

By: *Daniel D. Vela*
Daniel D. Vela (Aug 28, 2018)
Daniel D. Vela
President, Board of Trustees

ATTEST:

Date: Aug 28, 2018

By: *Sam Saldivar, Jr.*
Sam Saldivar, Jr. (Aug 28, 2018)
Sam Saldivar, Jr.
Secretary, Board of Trustees

Approved as to form by:
Atlas, Hall & Rodriguez, LLP

Stephen L. Crain
Stephen L. Crain (Aug 24, 2018)

Stephen L. Crain

EXHIBIT A
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pathfinder/LL&D Insurance Group, LLC 12141 Wickchester Lane Suite 500 Houston TX 77079	CONTACT NAME: PHONE (A/C, No, Ext): 281-556-9999 FAX (A/C, No): 281-556-9609 E-MAIL ADDRESS: ecom@pathfinderlld.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Linebarger, Goggan Blair & Sampson, LLP PO Box 17428 Austin TX 78760	LINEB-1	INSURER A : Endurance American Specialty NAIC # 41718
		INSURER B : CNA - Continental Casualty 20443
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

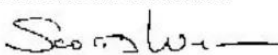
COVERAGES **CERTIFICATE NUMBER: 1373750691** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A B	Professional Emp Practices			LPL10004865803 596855182	5/1/2018 12/31/2017	5/1/2019 12/31/2018	Prof Each Claim EPL Per Occurrence	2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Policy #1 - Endurance American #LPL10004865803 5/1/18 to 5/1/19 Each Claim \$2,000,000 / Aggregate \$4,000,000
 Professional Policy #2 - QBE Insurance #QPL0223025 5/1/18 to 5/1/19 Each Claim \$2,000,000 / Aggregate \$4,000,000
 Professional Policy #3 - Landmark Insurance #LHZ763344 5/1/18 to 5/1/19 Each Claim \$3,500,000 / Aggregate \$7,000,000
 Employers Practice Liability - Continental Casualty #596855182 12/31/17 to 12/31/18 Per Occurrence \$1,000,000

CERTIFICATE HOLDER**CANCELLATION**

Linebarger Goggan Blair & Sampson, L.L.P. Box 17428 Austin TX 78760	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
B	Excess Technology Professional			041745814	12/31/2017	11/30/2018	\$5,000,000 excess of \$5,000,000

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: _____

SUPERVISOR: *Silvia Ibarra*
Silvia Ibarra (May 21, 2020 08:59 CDT)

Approved for presentation to the Board of Education:

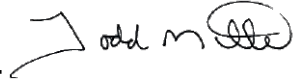
J. A. Douglas

176 _____
Superintendent of Schools May 21, 2020

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:



RESOLUTION OF THE BOARD OF TRUSTEES OF THE MCALLEN INDEPENDENT SCHOOL DISTRICT REGARDING DELEGATION OF AUTHORITY DURING THE COVID-19 EMERGENCY

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a statewide emergency, and, later that same day, the President of the United States declared a national emergency regarding COVID-19;

WHEREAS, the Board recognizes that COVID-19 is an unforeseen and unavoidable emergency of urgent public necessity, that the World Health Organization has declared COVID-19 a pandemic, and that additional emergency declarations may follow in the coming days and weeks;

WHEREAS, the Board has a substantial public interest in protecting the health and safety of its students, staff, and community and therefore desires to ensure that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19;

WHEREAS, the Board seeks to retain its employees, reduce turnover, increase morale, help employees focus on work-related matters while at work, and facilitate the return to duty of employees if schools are closed and believes that an additional public purpose exists in doing so; and

WHEREAS, the Board believes the public purposes described above are fulfilled by efficiently and effectively making certain delegations, as described more fully herein, to the Superintendent to address this ever-changing emergency situation in the best interest of the health, safety, and well-being of its students, staff, community, and the citizenship at-large.


IT IS THEREFORE RESOLVED THAT the Board of Trustees of the McAllen Independent School District finds a substantial public purpose exists in protecting the health and safety of its students, staff, and community and therefore in ensuring that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19.

In furtherance of the public purposes so stated in this Resolution, the Board of Trustees of the McAllen Independent School District makes the following delegations to the Superintendent and designee(s) in order to efficiently and effectively prepare the school district in response to the declarations of emergency announced by the Governor, State of Texas and the President of the United States as well as in preparation for the potential declarations of emergencies by other local, state, and/or national and international officials:

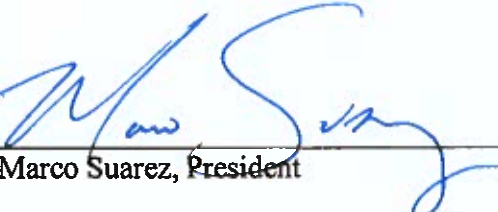
1. The authority to act in the place of the Board under Board Policy DEA(LOCAL) and thus make all decisions regarding payment of employees during an emergency closure, to implement the provisions of Board Policy DEA(LOCAL), and to make determinations regarding the purpose and parameters of any such payments;

2. The authority to make decisions regarding the compensation of exempt employees during an emergency closure, including premium payments to certain employees, and to implement those decisions;
3. The authority to alter the McAllen Independent School District 2019-2020 school calendar by changing and/or adding school/instructional hours and work/school days as necessitated by any emergency closure or related concerns;
4. The authority to create guidelines and make determinations regarding absences, leave time, leave days, and compensation of any employee who is quarantined as a result of COVID-19 and/or who tests positive for COVID-19 and who presents appropriate medical documentation regarding themselves and/or an immediate family member, in the sole discretion of the Superintendent or designee(s), in compliance with Texas and federal law;
5. The authority to seek any necessary waivers from the Texas Education Agency without further action of the Board of Trustees regarding missed instructional days, low attendance, or any matters related to the emergency closures as part of this Resolution;
6. The authority to declare a catastrophe and take all actions as appropriate in accordance with Texas Government Code Section 552.233 regarding temporary suspension of the Texas Public Information Act;
7. The authority to procure, negotiate, and execute contracts for goods and services that are necessary to mitigate, prevent, restore, and repair damage caused to McAllen Independent School District equipment, personal property, and facilities or to protect the safety of McAllen Independent School District students and staff, given that the emergency of COVID-19 and its potential spread constitutes an unforeseen emergency/matter of urgent public necessity, and the delays posed by competitive procurement of contracts necessary to restore, replace, and/or repair equipment, personal property, and/or school facilities will prevent or substantially impair the conduct of classes or other essential school activities; and
8. In the event other waivers or immediate action is needed, the Superintendent is authorized to take other action and to submit/apply for other waivers in accordance with guidance and instructions from the national and state authorities and/or agencies.

Adopted on this the 16th day of March, 2020, by the McAllen Independent School District Board of Trustees.



Conrado Alvarado, Secretary




Marco Suarez, President

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: 

SUPERVISOR: 
Arely Benavides (May 18, 2020)

Approved for presentation to the Board of Education:



180 _____
Superintendent of Schools

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
	1	1	EACH	CONDENSER FAN MOTOR - 4-In-1; 70 Degrees; UF Motor Type; F48Y Frame Size; 1 Phase; 1/3-1/6 HP; 208-230 Volts; 2.0 AMPS; 1075 RPM; Sleeve Bearing; Enclosed; Automatic Protected; Air Over Duty Cycle; Reversible Rotation; 7.5 MFD/370V CAP; I Speed. (MISD Warehouse Part No. 15060)						
Carrier Enterprise LLC.					Trade Pro	TP-C33-MHP2	\$56.00	\$56.00	available in store or 1-3 days	Primary
Johnstone Supply of Pharr					Century	EM3458F	\$60.13	\$60.13	1 day	Secondary
Johnson Supply & Equipment Corp.					Century	EM3458F	\$73.29	\$73.29		Qualified
	2	1	EACH	CONDENSER FAN MOTOR - Auto Protector, Class B Moisture-Resistant Insulation, Double Sealed Ball Bearing, Reversible, 5/8" Diameter Shaft with both Keyway/Flat, Three Phase, 60 Hz; 1 HP; 1140 RPM; 460/200-230 Volts; 1.8/3.7-3.6 Amps; Totally Enclosed Air Over; 60/50 Hz; 1.15 Service Factor; 70 Degrees Celsius Ambient. (MISD Warehouse Part No. 15314)						
Johnstone Supply of Pharr					Marathon	X502	\$275.00	\$275.00	1 day	Primary
	3	1	EACH	THERMOSTAT GUARD (UNIVERSAL) - Clear Plastic Cover and Plastic Ring Base; Opaque Plastic Wall plate; Tumbler lock with two (2) keys; Horizontal or Vertical Mounts. Dimensions: Outside 6 1/2"H x 7 1/2"W x 2 15/16"D; Inside: 5 1/16"H x 6 1/6"W. (MISD Warehouse Part No. 15028)						
Carrier Enterprise LLC.					Braeburn	BR-5970	\$16.67	\$16.67	stock item	Primary
Johnstone Supply of Pharr					Braeburn	5970	\$16.95	\$16.95	1 day	Secondary
Johnson Supply & Equipment Corp.					181 Honeywell	TG511A1000	\$28.48	\$28.48	in stock	Qualified

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
	4	1	EACH	CONTACTOR - Two (2) Pole; 40 AMPS; Open Enclosure; 24V Coil; 50/60 Hertz; 50 @ 600 V RES. (MISD Warehouse Part No. 15115)						
Johnstone Supply of Pharr					Packard	C240A	\$6.35	\$6.35	1 day	Primary
Carrier Enterprise LLC.					Trade Pro	TP-CON-2/24/40	\$10.43	\$10.43	stock item	Secondary
Johnson Supply & Equipment Corp.					Mars	61755	\$15.68	\$15.68	in stock	Qualified
	5	1	EACH	CONTACTOR - Three (3) Pole; 40 AMPS; 50/60 Hertz; 110-120V Coil. (MISD Warehouse Part No.15116)						
Johnstone Supply of Pharr					Packard	C340B	\$10.75	\$10.75	1 day	Primary
Carrier Enterprise LLC.					Trade Pro	TP-3/120/40	\$22.70	\$22.70	stock	Secondary
Johnson Supply & Equipment Corp.					Mars	61446	\$25.91	\$25.91	in stock	Qualified
	6	1	EACH	FILTER DRIER - 3/8" ODF Inlet; 3/8" ODF Outlet; Liquid Line Filter-Drier. (MISD Warehouse Part No.15010)						
Carrier Enterprise LLC.					Totaline	P502-C163S	\$10.24	\$10.24	stock	Primary
Johnstone Supply of Pharr					Danfoss	DCL163S	\$15.55	\$15.55	1 day	Secondary
Johnson Supply & Equipment Corp.					Sporlan	C1635	\$18.00	\$18.00	in stock	Qualified
	7	1	EACH	FILTER DRIER - 1/2" ODF Inlet, 1/2" ODF Outlet, Liquid Line Filter Drier. (MISD Warehouse Part No.15009)						
Johnstone Supply of Pharr					Danfoss	DCL164S	\$15.73	\$15.73	1 day	Primary
Carrier Enterprise LLC.					Totaline	P502-C164S	\$18.53	\$18.53	stock	Secondary
Johnson Supply & Equipment Corp.					Sporlan	C1645	\$19.66	\$19.66	in stock	Qualified
	8	1	EACH	FILTER DRIER - 5/8" ODF Inlet, 5/8" ODF Outlet, Liquid Line Filter Drier. (MISD Warehouse Part No.15002)						
Johnstone Supply of Pharr					182 Danfoss	DCL305S	\$27.50	\$27.50	1 day	Primary

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
Johnson Supply & Equipment Corp. Carrier Enterprise LLC.					Sporlan	C3055	\$32.17	\$32.17	in stock	Secondary
					Totaline	P502-8305S	\$33.69	\$33.69	stock	Qualified
	9	1	EACH	CAPACITOR - Oval Oil-Filled Run Capacitor; 5 MFD X 370 Volt; 50/60 HZ; 1-1/4" Depth; 1-1/4" Width; 2-5/32" Height. Must be UL listed and CUL approved. (MISD Warehouse Part No. 15130)						
Johnstone Supply of Pharr Carrier Enterprise LLC.					Packard	TOCF5	\$1.33	\$1.33	1 day	Primary
					Trade Pro	TP-CAP-4/440	\$2.03	\$2.03	stock	Secondary
Johnson Supply & Equipment Corp.					Packard	5 MFD 370V	\$2.06	\$2.06	in stock	Qualified
	10	1	EACH	CAPACITOR - Oval Oil-Filled Run Capacitor; 7.5 MFD X 370 Volt; 50/60 HZ; 1-1/4" Width; 1-1/4" Depth; 2-7/8" Height. Must be UL listed and CUL approved. (MISD Warehouse Part No. 15131)						
Johnstone Supply of Pharr Carrier Enterprise LLC.					Packard	TOCF7.5	\$1.79	\$1.79	1 day	Primary
					Trade Pro	TP-CAP-7.5/440	\$2.32	\$2.32	stock	Secondary
Johnson Supply & Equipment Corp.					Packard	7.5 MFD 370V	\$2.70	\$2.70	in stock	Qualified
	11	1	EACH	CAPACITOR - Oval Oil-Filled Run Capacitor; 10 MFD X 440 Volt; 50/60 HZ; 1-1/4" Depth; 1-1/4" Width; 2-7/8" Height. Must be UL listed and CUL approved. (MISD Warehouse Part No. 15325)						
Johnstone Supply of Pharr Carrier Enterprise LLC.					Packard	TOCF10	\$2.12	\$2.12	1 day	Primary
					Trade Pro	TP-CAP-10/440	\$2.90	\$2.90	stock	Secondary
Johnson Supply & Equipment Corp.					Packard	10 MFD 40V	\$4.69	\$4.69	in stock	Qualified
	12	1	EACH	CAPACITOR - Oval Oil-Filled Run Capacitor; 15 MFD X 370 Volt; 50/60 HZ; 1-1/4" Depth; 1-1/4" Width; 3-1/8" Height. Must be UL listed and CUL approved. (MISD Warehouse Part No. 15366)						
Johnstone Supply of Pharr					Packard	TOCF15	\$2.56	\$2.56	1 day	Primary

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
Carrier Enterprise LLC.					Trade Pro	TP-CAP-15/440	\$4.05	\$4.05	stock	Secondary
Johnson Supply & Equipment Corp.					Packard	15 MFD 370V	\$4.39	\$4.39	in stock	Qualified
	13	1	EACH	CAPACITOR; 7.5-80MFD (440/370 VAC) (MISD Warehouse Part No. 15480)						
Johnson Supply & Equipment Corp.					Packard	80+7.5 MFD 440/370	\$21.71	\$21.71	in stock	Primary
Johnstone Supply of Pharr					Packard	12200	\$51.56	\$51.56	1 day	Secondary
Carrier Enterprise LLC.					Turbo	Turbo 200X Multi	\$79.94	\$79.94	stock	Qualified
	14	1	EACH	DUCT TAPE - General Purpose-Industrial Grade; 48mm X 55m; Waterproof Backing; Natural Rubber Adhesive; Good Conformability on a Variety of Substrates. Color: Black. (MISD Warehouse Part No.15260)						
Johnstone Supply of Pharr					Suretape	PC609	\$6.96	\$6.96	1 day	Primary
Johnson Supply & Equipment Corp.					Nashua	398B	\$7.81	\$7.81	in stock	Secondary
Carrier Enterprise LLC.					Nashua	557B2	\$10.86	\$10.86	stock	Qualified
	15	1	EACH	FOIL TAPE - 2 mil Dead Soft Aluminum Foil; HVAC, UL181A-P/B-FX Listed; Air Tight Bond; Water Vapor Resistant; 2 1/2" X 60 yd; Acrylic Adhesive. Color: Silver Printed. (MISD Warehouse Part No.15259)						
Carrier Enterprise LLC.					Nashua	324A-2 1/2	\$13.39	\$13.39	stock	Primary
Johnstone Supply of Pharr					Suretape	AF099	\$14.95	\$14.95	1 day	Secondary
Johnson Supply & Equipment Corp.					Nashua	324A	\$16.10	\$16.10	in stock	Qualified
	16	1	BAG	PAN-COAT - Multi-component epoxy used to quickly and permanently seal, repair, and restore leaking and corroded drain pans. 100% solids entirely free of solvents and volatile organic compounds. Eight (8) sq. ft. Surface Area Cover; Self-leveling Formula; Any Surface Adherence. Packaged: 250 gram burst seal bag. (MISD Warehouse Part No. 15680)						

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
Johnson Supply & Equipment Corp.					Nu-calgon	4296-51	\$22.49	\$22.49	in stock	Primary
Carrier Enterprise LLC.					Nu-calgon	4296-50	\$24.40	\$24.40	stock	Secondary
Johnstone Supply of Pharr					Dyenesic	93579	\$32.50	\$32.50	1 day	Qualified
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	17	1	DRUM	HCFC refrigerant - 30 Lbs. Used for residential and commercial air conditioning and for medium and low temperature commercial refrigeration applications. (MISD Warehouse Part No. 15011)						
Johnstone Supply of Pharr					Forane	R22-30	\$385.00	\$385.00	1 day	Primary
Johnson Supply & Equipment Corp.					Chemours	R22-30 LB	\$473.62	\$473.62	in stock	Secondary
ASPEN Refrigerants, Inc.					Brand in stock	R-22 (30#)	\$494.40	\$494.40	1-3 days ARO	Qualified
Carrier Enterprise LLC.					Forane	R22-0030	\$516.00	\$516.00	stock	Qualified
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	18	1	DRUM	HFC refrigerant - 25 lb. For replacing R-2, used for new residential and commercial air conditioning and heat pumps. (MISD Warehouse Part No. 15410)						
Johnstone Supply of Pharr					Forane	R410A-25	\$88.00	\$88.00	1 day	Primary
Carrier Enterprise LLC.					Weitron	R4101-0025	\$109.00	\$109.00	stock	Secondary
Johnson Supply & Equipment Corp.					Chemours	R410A-25 LB	\$123.98	\$123.98	in stock	Qualified
ASPEN Refrigerants, Inc.					Brand in stock	R-410A (25#)	\$149.50	\$149.50	1-3 days ARO	Qualified
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	19	1	DRUM	HFC refrigerant - 30 lb. Non-ozone depleting, used for automotive air conditioning, chillers, medium temperature commercial refrigeration, refrigeration appliances, and transport refrigeration. (MISD Warehouse Part No. 15683)						
Johnstone Supply of Pharr					185 Forane	R134A-30	\$115.00	\$115.00	1 day	Primary

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
Johnson Supply & Equipment Corp. Carrier Enterprise LLC. ASPEN Refrigerants, Inc.					Chemours	R134A-30 LB	\$124.12	\$124.12	in stock	Secondary
					Weitron	R134-0030	\$144.17	\$144.17	stock	Qualified
					Brand in stock	R-134A (30#)	\$169.60	\$169.60	1-3 days ARO	Qualified
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	20	1	DRUM	HFC refrigerant - 25 lb. For replacing R427A. (MISD Warehouse Part No. 15427)						
Johnstone Supply of Pharr Carrier Enterprise LLC. ASPEN Refrigerants, Inc.					Forane	R427A-24	\$180.00	\$180.00	1 day	Primary
					Arkema	427A-25	\$264.50	\$264.50	stock	Secondary
					Brand in stock	R427A (25#)	\$298.69	\$298.69	1-3 days ARO	Qualified
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	21	1	DRUM	HFC refrigerant - 25 lb. For replacing R407AA.						
Johnson Supply & Equipment Corp. Johnstone Supply of Pharr ASPEN Refrigerants, Inc.					Chemours	R407A-25 LB	\$107.62	\$107.62	in stock	Primary
					Forane	R407C-25	\$108.00	\$108.00	1 day	Secondary
					Brand in stock	R407A (25#)	\$163.49	\$163.49	1-3 days ARO	Qualified
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	22	1	DRUM	HFC refrigerant - 30 lb. For replacing R22. (MISD Warehouse Part No. 15011)						
Johnstone Supply of Pharr Carrier Enterprise LLC. Johnson Supply & Equipment Corp. ASPEN Refrigerants, Inc.					Forane	R407C-25	\$110.00	\$110.00	1 day	Primary
					Weitron	R407C-0025	\$124.78	\$124.78	stock	Secondary
					Chemours	R22-30 LB	\$473.62	\$473.62	in stock	Qualified
					Brand in stock	R-22 (30#)	\$494.40	\$494.40	1-3 days ARO	Qualified
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	23	1	EACH	FUSE - Low Voltage Branch Circuit, Class T, Series JJS, Voltage Rating 600VAC, Fuse Amps 50, Fast Acting, No - Single Element, Melamine Body Material, Cylindrical (Non-Rejection) Body Style, Interrupt Rating 200kA at 600VAC, 1-1/2" Length; 13/16" Diameter, Functionally Equal To Ferraz/Gould AGT, Littelfuse JLLS, Standards CE, Class-T, UL-248-15 Guide JDDZ, CSA Class 1422-02. (MISD Warehouse Part No. 15685)						

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
Johnson Supply & Equipment Corp.					Mars	ECSR50	\$14.66	\$14.66	in stock	Primary
Johnstone Supply of Pharr					Bussmann	JJS-50	\$20.50	\$20.50	1 day	Secondary
	24	1	EACH	FUSE - Low Voltage Industrial, Class RK5, Series FRS-R, Voltage Rating 600VAC/300VDC, Fuse Amps 60, Time Delay, No, Dual Element, Fiberglass Body Material, Cylindrical (Rejection) Body Style, Interrupt Rating 200kA at 600VAC, 20kA at 300VDC, 5-1/2" Length, 1-1/16" Diameter, Functionally Equal To Ferraz/Gould TRS, Littelfuse FLSR, Standards CE, Class RK5, UL 248-12 Guide JDDZ, CSA Class 1422-01. (MISD Warehouse Part No. 15022)						Primary
Carrier Enterprise LLC.					Littelfuse	FLNR060.T	\$5.51	\$5.51	stock	Secondary
Johnstone Supply of Pharr					Bussmann	ECSR60	\$6.50	\$6.50	1 day	Qualified
Johnson Supply & Equipment Corp.					Mars	ECSR60	\$14.09	\$14.09	in stock	Qualified
	25	1	EACH	FUSE - Low Voltage Industrial, Class RK5, Series FRS-R, Voltage Rating 600VAC/300VDC, Fuse Amps 15, Time Delay, No, Dual Element, Fiberglass Body Material, Cylindrical (Rejection) Body Style, Interrupt Rating 200kA at 600VAC, 20kA at 300VDC, 5" Length, 13/16" Diameter, Functionally Equal To Ferraz/Gould TRS, Littelfuse FLSR, Standards CE, Class RK5, UL 248-12 Guide JDDZ, CSA Class 1422-01. MISD Warehouse Part No. 15023)						
Carrier Enterprise LLC.					Littelfuse	FLNR015.T	\$2.78	\$2.78	Non-stock item, 7-21 days	Primary
Johnstone Supply of Pharr					Bussmann	ECSR15	\$3.80	\$3.80	1 day	Secondary
Johnson Supply & Equipment Corp.					Mars	ECSR15	\$8.00	\$8.00	in stock	Qualified

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
	26	1	EACH	FUSE - Low Voltage Industrial, Class RK5, Series FRS-R, Voltage Rating 600VAC/300VDC, Fuse Amps 30, Time Delay, No, Dual Element, Fiberglass Body Material, Cylindrical (Rejection) Body Style, Interrupt Rating 200kA at 600VAC, 20kA at 300VDC, 5" Length, 13/16" Diameter, Functionally Equal To Ferraz/Gould TRS, Littelfuse FLSR, Standards CE, Class RK5, UL 248-12 Guide JDDZ, CSA Class 1422-01. (MISD Warehouse Part No. 15024)						
Carrier Enterprise LLC.					Littelfuse	FLNR030.T	\$3.02	\$3.02	stock	Primary
Johnstone Supply of Pharr					Bussmann	ECSR30	\$3.80	\$3.80	1 day	Secondary
Johnson Supply & Equipment Corp.					Mars	ECSR30	\$8.12	\$8.12	in stock	Qualified
	27	1	GAL	COIL CLEANER - Alkaline Based; Outdoor Air Cooled Condensers Cleaner, Foams Like Acid Based Cleaner, Liquid Color Blue, USDA Authorized, Biodegradable. Packaged. (MISD Warehouse Part No.15190)						
Johnstone Supply of Pharr					Nucalgon	4291-08	\$16.99	\$16.99	1 day	Primary
Johnson Supply & Equipment Corp.					Nu-calgon	4291.08	\$23.60	\$23.60	in stock	Secondary
Carrier Enterprise LLC.					Nu-calgon	4291-08	\$25.60	\$25.60	stock	Qualified
	28	1	BOTTLE	LEAK DETECTOR - Strong/persistent film forming liquid; Detect Micro Gas Leakage Down to 0.65 oz. per year; Non toxic; Non-Corrosive; Biodegradable; Approved for use on Oxygen systems. Packaged: 32 oz. Spray Bottle. (MISD Warehouse Part No. 15152)						
Johnstone Supply of Pharr					Refrigeration Technologies	RT100S	\$6.96	\$6.96	1 day	Primary
Johnson Supply & Equipment Corp.					Ref	RT100S	\$7.57	\$7.57	in stock	Secondary
Carrier Enterprise LLC.					Nu-calgon	4182-24	\$11.00	\$11.00	stock	Qualified

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
Johnstone Supply of Pharr	29	1	EACH	LUBE GREASE - Lithium grease multipurpose; cartridge size 14 oz. (MISD Warehouse Part No. 15181)	Motors & Armature	93361	\$3.95	\$3.95	1 day	Primary
Johnson Supply & Equipment Corp.					Harris County Oil	Shell V2202 1402	\$4.20	\$4.20	in stock	Secondary
	30	1	EACH	MOTOR - 1/2HP Replacement for X13 208/230V (MISD Warehouse Part No. 15278)						
Johnstone Supply of Pharr					Century	6205E	\$212.00	\$212.00	1 day	Primary
Johnson Supply & Equipment Corp.					Regal Beloit	6205E	\$231.43	\$231.43	in stock	Secondary
Carrier Enterprise LLC.					Totaline	HD44AR233	\$335.64	\$335.64	stock	Qualified
	31	1	EACH	MOTOR - 3/4HP Replacement for X13 208/230V (MISD Warehouse Part No. 15279)						
Johnstone Supply of Pharr					Century	6207E	\$233.83	\$233.83	1 day	Primary
Johnson Supply & Equipment Corp.					Regal Beloit	6207E	\$255.36	\$255.36	in stock	Secondary
Carrier Enterprise LLC.					Totaline	HD46AE238	\$458.02	\$458.02	stock	Qualified
	32	1	EACH	THERMOSTAT - 2 stage cooling/2 stage heating hardwired thermostats (MISD Warehouse Part No.15148)						
Johnstone Supply of Pharr					White-Rodgers	1F85U-22PR	\$67.79	\$67.79	1 day	Primary
Carrier Enterprise LLC.					Honeywell	T6 PRO, TH6220U2000	\$83.99	\$83.99	stock	Secondary
Johnson Supply & Equipment Corp.					Honeywell	TH6220U2000	\$86.51	\$86.51	in stock	Qualified
	33	1	EACH	VENT - High Velocity Grills 24"x24"						
Carrier Enterprise LLC.					TRU-aire	TRU-2004CD-R6	\$30.57	\$30.57	stock	Primary
Johnstone Supply of Pharr					Stratus	STR-C-10W	\$42.00	\$42.00	1 day	Secondary
	34	1	EACH	TRANSFORMER Class 2 - Primary 480V, Secondary 115V 75VA (MISD Warehouse Part No.15016)						

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
Carrier Enterprise LLC.					Trade Pro	TP-75VA-Multi	\$18.00	\$18.00	stock	Primary
Johnstone Supply of Pharr					Packard	PF52475	\$23.25	\$23.25	1 day	Secondary
Johnson Supply & Equipment Corp.					Mars	44527 7541M	\$29.59	\$29.59	in stock	Qualified
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	35	1	EACH	TRANSFORMER - Primary 208/230V 24V, Secondary 40VA (MISD Warehouse Part No. 15015)						
Carrier Enterprise LLC.					Trade Pro	TP-40VA	\$7.10	\$7.10	stock	Primary
Johnstone Supply of Pharr					Packard	PF42440	\$7.32	\$7.32	1 day	Secondary
Johnson Supply & Equipment Corp.					Mars	50304 40VA	\$16.24	\$16.24	in stock	Qualified
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	36	1	UNIT	3 Ton Package Unit; Minimum of SEER 14. 208/230V/3Phase						
Johnstone Supply of Pharr					Daikin	DSC036XXX3 RXXX	\$2,115.60	\$2,115.60	1 week	Primary
Perry Mechanical Systems, LLC					Lennox	KCB	\$2,120.00	\$2,120.00	3-4 weeks	Secondary
Johnson Supply & Equipment Corp.					Allied	KCB036S4DN Y	\$2,147.27	\$2,147.27	in stock	Qualified
Carrier Enterprise LLC.					Carrier	48FCDA04A21 5-0A0A0	\$2,649.00	\$2,649.00	stock	Qualified
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	37	1	UNIT	4 Ton Package Unit; Minimum of SEER 14. 208/230V/3Phase						
Johnstone Supply of Pharr					Daikin	DSC048XXX3B XXX	\$2,190.22	\$2,190.22	1 week	Primary
Johnson Supply & Equipment Corp.					Allied	KCB048S4DN Y	\$2,377.01	\$2,377.01	in stock	Secondary
Perry Mechanical Systems, LLC					Lennox	KCB	\$2,417.00	\$2,147.00	3-4 weeks	Qualified
Carrier Enterprise LLC.					Carrier	48FCDA05A2A 5-0A0A0	\$3,049.00	\$3,049.00	2-6 wks	Qualified
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	38	1	UNIT	5 Ton Package Unit; Minimum of SEER 14. 208/230V/3Phase						
Johnstone Supply of Pharr					Daikin	DSC060XXX3B XXX	\$2,343.56	\$2,343.56	1 week	Primary
Perry Mechanical Systems, LLC					190 Lennox	KCB	\$2,642.00	\$2,642.00	3-4 weeks	Secondary

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
Johnson Supply & Equipment Corp. Carrier Enterprise LLC.					Allied	KCB060S4DN NY	\$2,737.93	\$2,737.93	in stock	Qualified
					Carrier	48FCDEA06A2 A5-0A0A0	\$3,349.00	\$3,349.00	2-6 wks	Qualified
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	39	1	UNIT	6 Ton Package Unit; Minimum of SEER 14. 208/230V/3Phase						
Johnstone Supply of Pharr Carrier Enterprise LLC.					Daikin	DCC072XXX3 VXXX	\$3,024.98	\$3,024.98	1 week	Primary
					Carrier	48FCDM07A2A 5-0A0A0	\$3,549.00	\$3,549.00	2-6 wks	Secondary
Perry Mechanical Systems, LLC					Lennox	KCB	\$3,562.00	\$3,562.00	3-4 weeks	Qualified
Johnson Supply & Equipment Corp.					Allied	KCB074S4BN1 4	\$3,958.62	\$3,958.62	2-3 day lead time	Qualified
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	40	1	UNIT	7 Ton Package Unit; Minimum of SEER 14. 208/230V/3Phase						
Perry Mechanical Systems, LLC					Lennox	KCB	\$3,407.00	\$3,407.00	3-4 weeks	Primary
Johnstone Supply of Pharr					Daikin	DCC090XXX3 VXXX	\$3,813.82	\$3,813.82	1 week	Secondary
Johnson Supply & Equipment Corp.					Allied	KCB092s4BN1 4 (7.5 ton)	\$4,347.13	\$4,347.13	in stock	Qualified
Carrier Enterprise LLC.					Carrier	48TCDM08A2A 5-0A0A0	\$4,942.00	\$4,942.00	2-6 wks	Qualified
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	41	1	UNIT	8 Ton Package Unit; Minimum of SEER 14. 208/230V/3Phase						
Johnstone Supply of Pharr					Daikin	DCC102XXX3 VXXX	\$3,992.58	\$3,992.58	1 week	Primary
Perry Mechanical Systems, LLC					Lennox	KCB	\$4,167.00	\$4,167.00	3-4 weeks	Secondary
Johnson Supply & Equipment Corp.					Allied	KCB102S4BNK Y (8.5 ton)	\$4,568.97	\$4,568.97	in stock	Qualified
Carrier Enterprise LLC.					Carrier	48TCDM09A2A 5-0A0A0	\$5,510.00	\$5,510.00	2-10 wks	Qualified
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	42	1	UNIT	9 Ton Package Unit; Minimum of SEER 14. 208/230V/3Phase	Carrier or equal.					
							NO BIDS			
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	43	1	UNIT	10 Ton Package Unit; Minimum of SEER 14. 208/230V/3Phase	191					
Johnstone Supply of Pharr					Daikin	DCC120XXX3 VXXX	\$4,498.52	\$4,498.52	1 week	Primary

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
Perry Mechanical Systems, LLC					Lennox	KCB	\$4,656.00	\$4,656.00	3-4 weeks	Secondary
Johnson Supply & Equipment Corp.					Allied	KCB120S4BN1 4	\$5,101.15	\$5,101.15	2-3 days	Qualified
Carrier Enterprise LLC.					Carrier	48TCDM12A2A 5-0A0A0	\$6,093.00	\$6,093.00	2-6 wks	Qualified
44 1 UNIT				12 Ton Package Unit; Minimum of SEER 14. 208/230V/3Phase						
Johnstone Supply of Pharr					Daikin	DCC150XXX3 VXXX	\$5,398.06	\$5,398.06	2 weeks	Primary
Perry Mechanical Systems, LLC					Lennox	KCB	\$5,813.00	\$5,813.00	3-4 weeks	Secondary
Johnson Supply & Equipment Corp.					Allied	KCB150S4BN1 4 (12.5 ton)	\$6,401.15	\$6,401.15	2-3 days	Qualified
Carrier Enterprise LLC.					Carrier	48TCDD14A2A 5-0A0G0	\$7,599.00	\$7,599.00	2-10 wks	Qualified
45 1 UNIT				15 Ton Package Unit; Minimum of SEER 14. 208/230V/3Phase						
Johnson Supply & Equipment Corp.					Allied	KCB180S4BN1 4	\$8,168.45	\$8,168.45	2-3 days	Primary
Perry Mechanical Systems, LLC					Lennox	KCB	\$8,372.00	\$8,372.00	3-4 weeks	Secondary
Johnstone Supply of Pharr					Daikin	DBC1803V000 001S	\$8,372.20	\$8,372.20	2 weeks	Qualified
Carrier Enterprise LLC.					Carrier	48TCED16A2A 5-0A0G0	\$9,966.00	\$9,966.00	2-10 wks	Qualified
46 1 UNIT				20 Ton Package Unit; Minimum of SEER 14. 208/230V/3Phase						
Johnstone Supply of Pharr					Daikin	DBC2403V000 001S	\$9,891.66	\$9,891.66	2 weeks	Primary
Carrier Enterprise LLC.					Carrier	48TCED24A2A 5-0A0G0	\$11,565.00	\$11,565.00	2-10 wks	Secondary
Johnson Supply & Equipment Corp.					Allied	KCB240SBN14	\$11,682.85	\$11,682.85	3-5 days	Qualified
Perry Mechanical Systems, LLC					Lennox	KCB	\$11,731.00	\$11,731.00	3-4 weeks	Qualified
47 1 UNIT				3 Ton Package Unit; Minimum of SEER 14. 480V/3Phase						
Perry Mechanical Systems, LLC					192 Lennox	KCB	\$2,120.00	\$2,120.00	3-4 weeks	Primary

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
Johnstone Supply of Pharr					Daikin	DSC036XXX4B XXX	\$2,132.00	\$2,132.00	1 week	Secondary
Johnson Supply & Equipment Corp.					Allied	KCB036S4DN G	\$2,147.27	\$2,147.27	3-5 days	Qualified
Carrier Enterprise LLC.					Carrier	50FC-A04A2A6- 0A0A0	\$2,149.00	\$2,149.00	2-6 wks	Qualified
48 1 UNIT				4 Ton Package Unit; Minimum of SEER 14. 480V/3Phase						
Johnstone Supply of Pharr					Daikin	DSC048XXX4B XXX	\$2,264.02	\$2,264.02	1 week	Primary
Johnson Supply & Equipment Corp.					Allied	KCB048S4DB G	\$2,377.01	\$2,377.01	3-5 days	Secondary
Perry Mechanical Systems, LLC					Lennox	KCB	\$2,417.00	\$2,417.00	3-4 weeks	Qualified
Carrier Enterprise LLC.					Carrier	50FC-A05A2A6- 0A0A0	\$2,499.00	\$2,499.00	2-6 wks	Qualified
49 1 UNIT				5 Ton Package Unit; Minimum of SEER 14. 480V/3Phase						
Johnstone Supply of Pharr					Daikin	DSC060XXX4B XXX	\$2,464.92	\$2,464.92	1 week	Primary
Perry Mechanical Systems, LLC					Lennox	KCB	\$2,642.00	\$2,642.00	3-4 weeks	Secondary
Johnson Supply & Equipment Corp.					Allied	KCB060S4DN G	\$2,737.93	\$2,737.93	3-5 days	Qualified
Carrier Enterprise LLC.					Carrier	50FC-A06A2A6- 0A0A0	\$2,849.00	\$2,849.00	2-10 wks	Qualified
50 1 UNIT				6 Ton Package Unit; Minimum of SEER 14. 480V/3Phase						
Johnstone Supply of Pharr					Daikin	DCC072XXX4 VXXX	\$3,039.74	\$3,039.74	2 weeks	Primary
Carrier Enterprise LLC.					Carrier	50FC- M07A2A6- 0A0A0	\$3,049.00	\$3,049.00	2-10 wks	Secondary
Perry Mechanical Systems, LLC					Lennox	KCB	\$3,562.00	\$3,562.00	3-4 weeks	Qualified
Johnson Supply & Equipment Corp.					Allied	KCB074S4DN G	\$3,958.62	\$3,958.62	3-5 days	Qualified
51 1 UNIT				7 Ton Package Unit; Minimum of SEER 14. 480V/3Phase	193					

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
Perry Mechanical Systems, LLC					Lennox	KCB	\$3,407.00	\$3,407.00	3-4 weeks	Primary
Johnstone Supply of Pharr					Daikin	DCC090XXX4 VXXX	\$3,823.66	\$3,823.66	2 weeks	Secondary
Johnson Supply & Equipment Corp.					Allied	KCB092S4DN G	\$4,347.13	\$4,347.13	3-5 days	Qualified
Carrier Enterprise LLC.					Carrier	50TC-D08A2A6-0A0G0	\$4,649.00	\$4,649.00	2-10 wks	Qualified
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	52	1	UNIT	8 Ton Package Unit; Minimum of SEER 14. 480V/3Phase						
Johnstone Supply of Pharr					Daikin	DCC102XXX4 VXXX	\$4,004.06	\$4,004.06	2 weeks	Primary
Perry Mechanical Systems, LLC					Lennox	KCB	\$4,167.00	\$4,167.00	3-4 weeks	Secondary
Johnson Supply & Equipment Corp.					Allied	KCB10254DN G	\$4,568.97	\$4,568.97	3-5 days	Qualified
Carrier Enterprise LLC.					Carrier	50TC-M08A2A6-	\$4,637.00	\$4,637.00	2-10 wks	Qualified
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	53	1	UNIT	9 Ton Package Unit; Minimum of SEER 14. 480V/3Phase						
Carrier Enterprise LLC.					Carrier	50TC-D09A2A6-	\$5,399.00	\$5,399.00	2-10 wks	Primary
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	54	1	UNIT	10 Ton Package Unit; Minimum of SEER 14. 480V/3Phase						
Johnstone Supply of Pharr					Daikin	DCC120XXX4 VXXX	\$4,540.34	\$4,540.34	2 weeks	Primary
Perry Mechanical Systems, LLC					Lennox	KCB	\$4,656.00	\$4,656.00	3-4 weeks	Secondary
Johnson Supply & Equipment Corp.					Allied	KCB120S4DN G	\$5,101.15	\$5,101.15	5-7 days	Qualified
Carrier Enterprise LLC.					Carrier	50TC-D12A2A6-0A0G0	\$5,199.00	\$5,199.00	2-10 wks	Qualified
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	55	1	UNIT	12 Ton Package Unit; Minimum of SEER 14. 480V/3Phase						
Johnstone Supply of Pharr					Daikin	DCC150XXX4 VXXX	\$5,440.70	\$5,440.70	2 weeks	Primary
Perry Mechanical Systems, LLC					194 Lennox	KCB	\$5,813.00	\$5,813.00	3-4 weeks	Secondary

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
Carrier Enterprise LLC.					Carrier	50TC-D14A2A6-0A0G0	\$6,199.00	\$6,199.00	2-10 wks	Qualified
Johnson Supply & Equipment Corp.					Allied	KCB150S4DN G	\$6,401.15	\$6,401.15	5-7 days	Qualified
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	56	1	UNIT	15 Ton Package Unit; Minimum of SEER 14. 480V/3Phase						
Johnson Supply & Equipment Corp.					Allied	KCB180S4DN G	\$8,168.45	\$8,168.45	5-7 days	Primary
Perry Mechanical Systems, LLC					Lennox	KCB	\$8,372.00	\$8,372.00	3-4 weeks	Secondary
Carrier Enterprise LLC.					Carrier	50TC-D16A2A6-0A0G0	\$8,425.00	\$8,425.00	2-10 wks	Qualified
Johnstone Supply of Pharr					Daikin	DBC1804V000 001S	\$8,467.32	\$8,467.32	2 weeks	Qualified
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	57	1	UNIT	20 Ton Package Unit; Minimum of SEER 14. 480V/3Phase						
Johnstone Supply of Pharr					Daikin	DBC2404V000 001S	\$9,994.16	\$9,994.16	2 weeks	Primary
Carrier Enterprise LLC.					Carrier	50TC-D24A2A6-0A0G0	\$10,950.00	\$10,950.00	2-10 wks	Secondary
Johnson Supply & Equipment Corp.					Allied	KCB240S4DN G	\$11,682.85	\$11,682.85	7-10 days	Qualified
Perry Mechanical Systems, LLC					Lennox	KCB	\$11,731.00	\$11,731.00	3-4 weeks	Qualified
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	58	1	UNIT	3 Ton Split System DX; Minimum of SEER 14. 208/230V/1Phase						
Johnstone Supply of Pharr					Goodman	G5X140361	\$886.40	\$886.40	1 day	Primary
Johnson Supply & Equipment Corp.					Ducane	4AC16L86P-50A	\$1,366.00	\$1,366.00	in stock	Secondary
Perry Mechanical Systems, LLC					Daikin	DX14/ARUF	\$1,828.00	\$1,828.00	3-4 weeks	Qualified

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
Carrier Enterprise LLC.					Carrier	24ACC436A00 3 (Condensor) 58PHB070-1- 12 (Furnace) CNPHP3617AL A (Cased Alum Coil)	\$3,928.00	\$3,928.00	stock	Qualified
<hr/>										
	59	1	UNIT	4 Ton Split System DX; Minimum of SEER 14. 208/230V/1Phase						
Johnstone Supply of Pharr					Goodman	G5X140481	\$1,084.80	\$1,084.80	1 day	Primary
Johnson Supply & Equipment Corp.					Ducane	4AC16L4TD- 50A	\$1,730.29	\$1,730.29	in stock	Secondary
Perry Mechanical Systems, LLC					Daikin	DX14/ARUF	\$2,261.00	\$2,261.00	3-4 weeks	Qualified
Carrier Enterprise LLC.					Carrier	24ACC448A00 3	\$3,468.00	\$3,468.00	stock	Qualified
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	60	1	UNIT	5 Ton Split System DX; Minimum of SEER 14. 208/230V/1Phase						
Johnstone Supply of Pharr					Goodman	G5X140601	\$1,240.00	\$1,240.00	1 day	Primary
Johnson Supply & Equipment Corp.					Ducane	4AC16L60P- 50A	\$1,886.29	\$1,886.29	in stock	Secondary
Perry Mechanical Systems, LLC					Daikin	DX14/ARUF	\$2,542.00	\$2,542.00	3-4 weeks	Qualified
Carrier Enterprise LLC.					Carrier	24ACC460A00 3	\$3,875.00	\$3,875.00	stock	Qualified
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	61	1	UNIT	6 Ton Split System DX; Minimum of SEER 14. 208/230V/1Phase						
Johnson Supply & Equipment Corp.					Allied	ELS072S4ST1 4 w/heater	\$4,019.70	\$4,019.70	2-3 days	Primary
Carrier Enterprise LLC.					Carrier	38AUZA07A0A 5-0A0A0	\$4,166.00	\$4,166.00	2-10 wks	Secondary
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	62	1	UNIT	7.5 Ton Split System DX; Minimum of SEER 14. 208/230V/1Phase						
Carrier Enterprise LLC.					Carrier	38AUZA08A0A 5-0A0A0	\$4,266.00	\$4,266.00	2-10 wks	Primary
Johnson Supply & Equipment Corp.					196 Allied	ELS090S4ST1 4 w/heater	\$4,833.49	\$4,833.49	in stock	Secondary

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
Johnson Supply & Equipment Corp. Carrier Enterprise LLC.	63	1	UNIT	10 Ton Split System DX; Minimum of SEER 14. 208/230V/1Phase	Allied	ELS12054DS1 4	\$5,661.08	\$5,661.08	in stock	Primary
					Carrier	38AUZA12A0A 5-0A0A0	\$5,794.80	\$5,794.80	2-10 wks	Secondary
Johnson Supply & Equipment Corp. Carrier Enterprise LLC.	64	1	UNIT	12.5 Ton Split System DX; Minimum of SEER 14. 208/230V/1Phase	Allied	ELS150S4D51 4	\$6,448.10	\$6,448.10	2-3 days	Primary
					Carrier	38AUZA14A0A 5-0A0A0	\$7,256.80	\$7,256.80	2-10 wks	Secondary
Johnstone Supply of Pharr Carrier Enterprise LLC.	65	1	UNIT	3 Ton Split System DX; Minimum of SEER 14. 208/230V/3Phase	Daikin	DX13SA0363	\$964.80	\$964.80	1 day	Primary
					Carrier	24ABB336A00 5	\$3,230.00	\$3,230.00	2-6 wks	Secondary
Johnstone Supply of Pharr Carrier Enterprise LLC.	66	1	UNIT	4 Ton Split System DX; Minimum of SEER 14. 208/230V three phase	Daikin	DX13SA0483	\$1,179.90	\$1,179.90	1 day	Primary
					Carrier	24ABB348A00 5	\$3,715.00	\$3,715.00	2-6 wks	Secondary
Johnstone Supply of Pharr Carrier Enterprise LLC.	67	1	UNIT	5 Ton Split System DX; Minimum of SEER 14. 208/230V three phase	Daikin	DX13SA0603	\$1,391.40	\$1,391.40	1 day	Primary
					Carrier	24ABB360A00 5	\$4,235.00	\$4,235.00	2-6 wks	Secondary
Perry Mechanical Systems, LLC Johnson Supply & Equipment Corp. Carrier Enterprise LLC.	68	1	UNIT	6 Ton Split System DX; Minimum of SEER 14. 208/230V three phase	Lennox	ELA/ELS	\$3,120.00	\$3,120.00	3-4 weeks	Primary
					Allied	ELS072S4ST1 4	\$4,019.70	\$4,019.70	2-3 days	Secondary
					Carrier	38AUZA07A0A 5-0A0A0	\$4,129.60	\$4,129.60	2-8 wks	Qualified
	69	1	UNIT	7.5 Ton Split System DX; Minimum of SEER 14. 208/230V three phase						197

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
Johnstone Supply of Pharr					Daikin	DX11TA0904	\$2,427.30	\$2,427.30	1 day	Primary
Carrier Enterprise LLC.					Carrier	38AUZA08A0A 5-0A0A0	\$4,229.60	\$4,229.60	2-8 wks	Secondary
Perry Mechanical Systems, LLC					Daikin	DX11/DAT	\$4,692.00	\$4,692.00	3-4 weeks	Qualified
Johnson Supply & Equipment Corp.					Allied	ELS090S4ST1 4	\$4,833.49	\$4,833.49	in stock	Qualified
70 1 UNIT 10 Ton Split System DX; Minimum of SEER 14. 208/230V three phase										
Johnstone Supply of Pharr					Daikin	DX11TA1204	\$2,682.00	\$2,682.00	1 day	Primary
Perry Mechanical Systems, LLC					Daikin	DX11/DAT	\$4,971.00	\$4,971.00	3-4 weeks	Secondary
Johnson Supply & Equipment Corp.					Allied	ELS20S4ST14	\$5,661.08	\$5,661.08	in stock	Qualified
Carrier Enterprise LLC.					Carrier	38AUDA12A0A 5-0A0A0	\$6,690.60	\$6,690.60	2-10 wks	Qualified
71 1 UNIT 12.5 Ton Split System DX; Minimum of SEER 14. 208/230V three phase										
Perry Mechanical Systems, LLC					Lennox	ELA/ELS	\$5,927.00	\$5,927.00	3-4 weeks	Primary
Johnson Supply & Equipment Corp.					Allied	ELS150S4DS1 4	\$6,448.10	\$6,448.10	2-3 days	Secondary
Carrier Enterprise LLC.					Carrier	38AUZA14A0A 5-0A0A0	\$7,572.40	\$7,572.40	2-10 wks	Qualified
72 1 UNIT 3 Ton Split System DX; Minimum of SEER 14. 480V/3Phase										
Carrier Enterprise LLC.					Carrier	24ABB336A00 6	\$3,230.00	\$3,230.00	2-8 wks	Primary
73 1 UNIT 4 Ton Split System DX; Minimum of SEER 14. 480V/3Phase Carrier or equal.										
Johnstone Supply of Pharr					Daikin	DX17SA0484	\$1,188.90	\$1,188.90	1 day	Primary
Carrier Enterprise LLC.					Carrier	24ABB348A00 6	\$3,715.00	\$3,715.00	2-8 wks	Secondary
74 1 UNIT 5 Ton Split System DX; Minimum of SEER 14. 480V/3Phase Carrier or equal										
Johnstone Supply of Pharr					198 Daikin	DX13SA0604	\$1,398.60	\$1,398.60	1 day	Primary

BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
Carrier Enterprise LLC.					Carrier	24ABB360A00 6	\$4,235.00	\$4,235.00	2-10 wks	Secondary
	75	1	UNIT	6 Ton Split System DX; Minimum of SEER 14. 480V/3Phase						
Perry Mechanical Systems, LLC					Lennox	ELA/ELS	\$3,264.00	\$3,264.00	3-4 weeks	Primary
Johnson Supply & Equipment Corp.					Allied	ELS072S4ST1 G	\$4,123.31	\$4,123.31	3-5 days	Secondary
Carrier Enterprise LLC.					Carrier	38AUZA07A0A 6-0A0A0	\$4,210.60	\$4,210.60	2-10 wks	Qualified
	76	1	UNIT	7.5 Ton Split System DX; Minimum of SEER 14. 480V/3Phase						
Johnstone Supply of Pharr					Daikin	DX11TA0904	\$2,427.30	\$2,427.30	1 day	Primary
Carrier Enterprise LLC.					Carrier	38AUZA08A0A 6-0A0A0	\$4,279.60	\$4,279.60	2-10 wks	Secondary
Perry Mechanical Systems, LLC					Daikin	DX11/DAT	\$4,735.00	\$4,735.00	3-4 weeks	Qualified
Johnson Supply & Equipment Corp.					Allied	ELS090S4ST1 G	\$4,937.00	\$4,937.00	3-5 days	Qualified
	77	1	UNIT	10 Ton Split System DX; Minimum of SEER 14. 480V/3Phase						
Johnstone Supply of Pharr					Daikin	DX11TA1204	\$2,682.00	\$2,682.00	1 day	Primary
Perry Mechanical Systems, LLC					Daikin	DX11/DAT	\$5,015.00	\$5,015.00	3-4 weeks	Secondary
Carrier Enterprise LLC.					Carrier	38AUZA12A0A 6-0A0A0	\$5,636.60	\$5,636.60	2-10 wks	Qualified
Johnson Supply & Equipment Corp.					Allied	ELS170S4ST1 G	\$5,830.21	\$5,830.21	3-5 days	Qualified
	78	1	UNIT	12.5 Ton Split System DX; Minimum of SEER 14. 480V/3Phase						
Perry Mechanical Systems, LLC					Lennox	ELA/ELS	\$5,927.00	\$5,927.00	3-4 weeks	Primary
Johnson Supply & Equipment Corp.					Allied	ELS15054ST1 G	\$6,278.48	\$6,278.48	3-5 days	Secondary
Carrier Enterprise LLC.					Carrier	38AUZA14A0A 6-0A0A0	\$7,223.60	\$7,223.60	2-12 wks	Qualified
	79	1	UNIT	Window Unit, 28,000 BTU	199					
Johnstone Supply of Pharr					Friedrich	EP24G33B	\$1,079.55	\$1,079.55	1 day	Primary


BID NO. 2020-254 HVAC PARTS EQUIPMENT CATALOG BID

Vendor	Item	QTY	Unit	Description	Brand Bidding	Model # Bidding	Unit Cost	Extended Cost	Estimated Delivery Time	Award
	80	1	UNIT	3 Ton Wall Mount; Minimum of SEER 14. 208/230V single phase 15KW						
Johnstone Supply of Pharr					Solair	J36AB-A00XPXXXJ	\$3,000.00	\$3,000.00	4 weeks	Primary
Carrier Enterprise LLC.					Eubanks	EAA1036AA15 ON..1.1EA.A18	\$3,508.90	\$3,508.90	4-6 wks	Secondary
	81	1	UNIT	5 Ton Wall Mount; Minimum of SEER 14. 208/230V single phase 15KW						
Johnstone Supply of Pharr					Solair	J60AB-A00XPXXXJ	\$3,924.00	\$3,924.00	4 weeks	Primary
Carrier Enterprise LLC.					Eubanks	EAA1060AA15 ON..1.1DA.A18	\$4,168.06	\$4,168.06	4-6 wks	Secondary
	82	1	%	BLANKET DISCOUNT - For similar HVAC Parts not listed in the bidsheets.						
Johnson Supply & Equipment Corp.							50% off catalog price			
ASPEN Refrigerants, Inc.										
Carrier Enterprise LLC.										
Johnstone Supply of Pharr										
Perry Mechanical Systems, LLC										
	83	1	%	BLANKET DISCOUNT - For similar HVAC Equipment not listed in the bidsheets.						
Johnson Supply & Equipment Corp.							50% off catalog price			
ASPEN Refrigerants, Inc.										
Carrier Enterprise LLC.										
Johnstone Supply of Pharr										
Perry Mechanical Systems, LLC										

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: _____

SUPERVISOR: 
Arely Benavides (May 22, 2020 17:33 CDT)

Approved for presentation to the Board of Education:




241 _____
Superintendent of Schools

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: 
Norma Guerra (May 22, 2020 16:23 CDT)

SUPERVISOR: 
Norma Guerra (May 22, 2020 16:23 CDT)

Approved for presentation to the Board of Education:



242
Superintendent of Schools

FIRST AMENDMENT TO 2015-051- MCALLEN VETERANS MEMORIAL STADIUM SCOREBOARD
SPONSORSHIP AND ADVERTISING

PAYMENT DEFERRAL FOR LINEBARGER GOGGAN BLAIR & SAMPSON LLP

This First Amendment ("Amendment"), to Agreement NO 2015-051 is made this 11 day of May, 2020, between McAllen Independent School District ("District") and Linebarger Goggan Blair & Sampson LLP ("Sponsor").

WHEREAS, District and Sponsor entered into an agreement dated May 19, 2016 (the "Agreement"); and

WHEREAS, District and Sponsor desire to defer payment # 5 of \$15,000.00 for 90-days.

NOW THEREFORE in consideration of ten (10) dollars, the mutual agreements of the parties hereto and other good and valuable consideration it is agreed as follows:

1. The sentence in Exhibit A under Right Fee providing that Payment 5 is due on or before the last Monday of May 2020 is deleted in its entirety and the following is substituted in lieu thereof:
Payment 5: \$15,000.00 payment due on or before August 31, 2020.
2. Except for this amendment to Exhibit A of the Agreement regarding Payment 5 of the Right Fee, all other terms and conditions of the Agreement remain unchanged and are in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS and effective as the day and year first written above:

DISTRICT:
MCALLEN INDEPENDENT SCHOOL DISTRICT
By: _____
Marco Suarez, President
Board of Trustees

SPONSOR:
LINEBARGER GOGGAN BLAIR & SAMPSON LLP
BY: Lucy G. Canales
Lucy G. Canales (Apr 30, 2020)
Lucy G. Canales

Approved as to form:
Atlas, Hall, Rodriguez LLP
By: Stephen L. Crain
Stephen L. Crain (Apr 30, 2020)
Stephen L. Crain

McALLEN INDEPENDENT SCHOOL DISTRICT
SCOREBOARD SIGN ADVERTISING AGREEMENT

This Scoreboard Sign Advertising Agreement (the "Agreement") is made and entered in to as of the 25th day of April, 2016 (hereinafter referred to as the "Effective Date"), by and between the McAllen Independent School District (hereinafter referred to as "MISD"), at 2000 North 23rd Street McAllen, TX 78501, and Linebarger Goggan Blair & Sampson LLP. (hereinafter referred to as "SPONSOR")

WHEREAS, MISD has the exclusive right to market, sell, and control all advertising displayed at McAllen Veterans Memorial Stadium (hereinafter referred to as "STADIUM") located at 2001 North Bicentennial Boulevard, McAllen, TX 78501;

WHEREAS, MISD has the exclusive right to grant licenses to parties, including SPONSOR, to use scoreboard, marquees and venues or display materials at or on MISD property including the STADIUM and to grant licenses to parties, including SPONSOR, to permit use of MISD intellectual property and promotional materials; and

WHEREAS, SPONSOR desires to purchase from MISD the right to display certain advertising and to conduct or participate in certain promotions on the electronic scoreboard (the "Scoreboard") at the STADIUM for the purposes of promoting MISD, the attendance at MISD events, and the SPONSOR'S products or services.

NOW THEREFORE, in consideration of the foregoing, incorporated herein by reference as provisions of this Agreement, the mutual promises set out below, and other good and valuable consideration, the parties agree as follows:

1. **Grant of Advertising and Promotional Rights.** Subject to the terms and conditions of this Agreement the Board Policies of MISD state and federal law, all as may be from time to time amended MISD hereby grants and sells to SPONSOR, and SPONSOR hereby purchases and accepts from MISD, the advertising and promotional rights described on Exhibit A attached hereto (collectively, the "Rights").

2. **Term of Agreement.** The term of this Agreement ("Term") is stated on Exhibit A attached hereto. If the SPONSOR desires to renew this Agreement for an additional term, SPONSOR shall provide written notice to MISD of such desire no later than ninety (90) days prior to the expiration of the term of this Agreement. In the event that this Agreement is renewed, all terms and conditions of this Agreement shall continue in full force and effect except for the Rights Fees and the term of any renewal term of the Agreement which are subject to the written agreement of the parties and except as otherwise agreed upon by the parties.

3. **Rights Fees.** In consideration of the Rights granted to SPONSOR under paragraph 1 of this Agreement, SPONSOR shall pay to MISD the sum stated on Exhibit A attached

hereto (collectively, the "Rights Fee"). Payment is due within ten (10) business days of the effective date hereof.

4. **Non-Exclusivity.** Nothing in this Agreement may be construed to imply that SPONSOR has the exclusive right to provide MISD goods and services, advertise with, or sponsor MISD or any MISD event. During the term of this Agreement, MISD reserves the right to use all available resources to procure other goods, services, and/or advertisers/sponsors as deemed in the best interest of MISD in MISD's sole discretion and doing so will not violate any rights of SPONSOR.

5. Notwithstanding anything to the contrary in this Agreement Sponsor agrees, acknowledges and understands the following:

a. MISD makes no guarantees of the visibility of the Scoreboard or other advertising Rights from outside the Stadium. MISD makes no guarantees of the visibility of the Scoreboard or other advertising Rights from within the Stadium when the Stadium lights are off.

b. Content of all rights are subject to approval by MISD.

c. All advertising content shall be provided at the sole cost Sponsor.

d. MISD is not responsible for any cost associated with the formatting of the advertising of the Rights on the Scoreboard or other advertising Rights artwork. Any costs associated with changes to advertising artwork once MISD has accepted the submitted artwork or formatting of same shall be the responsibility of the Sponsor.

6. Notwithstanding anything to the contrary herein Sponsor agrees that in the event MISD is unable to perform for any reason the granting of the Rights granted to Sponsor, there shall be no refund, prorata or otherwise, of any Rights Fee.

7. **Termination:**

a. Termination for the best Interest of MISD. MISD reserves the right to terminate this Agreement, in the sole discretion of MISD if MISD determines it is in the best interest of MISD to terminate this Agreement for any reason and without cause at any time during the Term and without penalty by providing thirty (30) days written notice to the SPONSOR. In the event that MISD determines, in its sole discretion, that the 30-day notice required by this Paragraph 5(a) would pose a hardship or that immediate termination of this Agreement would be in the best interest of MISD, MISD may provide notice of immediate termination and this Agreement shall terminate upon notice.

b. Termination for Cause. Either party may terminate this Agreement for cause at any time that the other party breaches any of its obligations under this Agreement. Notwithstanding the foregoing, a breach shall not be deemed to have occurred if either party is delayed or interrupted in fulfillment of its obligations as a result of a Force Majeure as defined in Paragraph 10(a). In the event of breach, the non-breaching party shall have the option to immediately cease all performance under this Agreement. If such breach results from the

failure by SPONSOR to pay the Rights Fees or any other monetary obligations of SPONSOR hereunder by the dates when due under this Agreement, MISD may exercise its right to terminate this Agreement, retain all Rights Fees or other payments previously made by SPONSOR, and pursue any and all remedies available in equity or at law. In the case of a breach of this Agreement for any reason other than non-payment, the non-breaching party shall provide the breaching party with written notice of the alleged breach and the breaching party shall have five (5) business days in which to commence curing the breach and thirty (30) days within which to cure the breach to the reasonable satisfaction of the non-breaching party. If the breaching party fails to cure to the reasonable satisfaction of the non-breaching party within thirty (30) days after the date such written notice is given, the non-breaching party may, in addition to any other remedies which may be available to it under the circumstances, terminate this Agreement effective immediately by providing written notice of such termination to the breaching party.

c. **Default.** If SPONSOR fails to pay when due any amount owing under this Agreement, and such failure continues for a period of thirty (30) days after SPONSOR receives written notice of the default from MISD, or if either party to this Agreement fails to perform any of its covenants and obligations under this Agreement, and such failure continues for a period of thirty (30) days after the non-performing party receives written notice of the default from the other party, and such non-performance remains uncured after such thirty (30) day period, then such aggrieved party may terminate this Agreement by giving notice of termination. All parties' rights under this Section are in addition to, and are not a limitation on or in substitution for, any other rights which either party has by reason of any non-performance, including, without limitation, any claim for damages under law or equity. All rights are cumulative. Upon termination, all rights and obligations of the parties under this Agreement shall cease. Time is of the essence in the performance of all duties and obligations imposed by this Agreement. Each party's course of dealing, or forbearance from, or delay in, the exercise of any of their rights, remedies, privileges or right to insist upon strict performance of any provisions contained in this Agreement, shall not be construed as a waiver by either party, unless any such waiver is in writing and is signed by the party.

8. **Provisions Regarding Advertising Copy.** Provisions regarding advertising, sideline signs, static digital impressions, PA announcements, etc. (hereinafter referred to as "Advertising Copy"), approval of Advertising Copy, and standards of approval are set forth in MISD Board Policy and applicable Regulations which may from time to time be amended which are incorporated herein as if set forth in full and state and federal law.

9. **Retained Rights to Intellectual Property.** SPONSOR's logo, trademark, service mark, composite mark, design work, and other creative content prepared by or for SPONSOR that is displayed on or in the Advertising Copy, and all trademark rights or copyrights in such Advertising Copy (collectively, "SPONSOR Intellectual Property"), shall be and remain the sole and exclusive property of SPONSOR. Throughout the Term of this Agreement, SPONSOR grants the MISD a non-exclusive limited license to publish, distribute and display SPONSOR Intellectual Property on and/or in the Advertising

Copy or on any other items or materials consistent with the terms and purposes of this Agreement. MISD's name, logo, service marks, composite marks, creative content, trademark rights, copyrighted material and related materials and work, including without limitation any such property that is displayed on or in Advertising Copy with the written consent of MISD (collectively, "MISD Intellectual Property") shall be and remain the sole and exclusive property of MISD. Any and all advertising or promotional materials displayed or distributed by SPONSOR pursuant to this Agreement in conjunction with any MISD Intellectual Property shall be subject to the prior written approval of MISD, and, if approved, shall be subject to the grant of non-exclusive limited license that automatically expires upon the expiration or termination of this Agreement. Neither party shall have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos, or other proprietary symbols of the other party without that party's prior written consent.

10. **Force Majeure.**

(a) **Definition of "Force Majeure".** For purposes of this Agreement, "Force Majeure" shall mean and include any event beyond MISD's reasonable control (including, but not limited to fire; flood; explosions; weather events; damage by third parties, whether negligently or intentionally caused; work stoppages; picketing; lockouts and/or any other concerted action by any employees; acts of God or other casualties; the laws or actions of any governmental authority; or any other event or cause that is beyond the reasonable control of MISD), as a result of which, at any time and from time to time during the Term, (1) the display of the Advertising Copy is suspended or prevented; or (2) any event, including a MISD athletic event, is not held, is interrupted, or is suspended, at the STADIUM.

(b) **Options in Event of Force Majeure.** If a Force Majeure occurs during any contract year during the Term, MISD may in its sole discretion but is not obligated to, upon written notice to SPONSOR, extend the Term of this Agreement beyond its expiration to make up for lost exposure by the SPONSOR; (i i) terminate this Agreement, o r (iii) provide to SPONSOR advertising and/or promotional rights of substantially equivalent value, as reasonably determined by MISD.

11. **INDEMNIFICATION.** SPONSOR AGREES TO AND HEREBY DEFENDS, INDEMNIFIES, AND HOLDS MISD AND ITS PRESENT AND FUTURE BOARD MEMBERS/TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, STAKEHOLDERS, OTHER REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, STAKEHOLDERS, SHAREHOLDERS, AGENTS, OTHER REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "MISD INDEMNITEES") HARMLESS FROM AND AGAINST ANY AND ALL LOSSES,

LIABILITIES, DAMAGES, CLAIMS, DEMANDS, SUITS, AND JUDGMENTS (COLLECTIVELY, "CLAIMS"), INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND THE COSTS OF ANY LEGAL ACTION, ARISING OUT OF (I) THE USE OF ANY TRADEMARK, SERVICE MARK, LOGO, DESIGN, AND OTHER INTELLECTUAL PROPERTY RIGHT MATERIALS PROVIDED BY SPONSOR; (II) THE CHARACTER, CONTENT, AND SUBJECT MATTER OF ANY ADVERTISING COPY DISPLAYED BY SPONSOR; (III) ANY ACT OR OMISSION OF THE SPONSOR RELATED TO OR IN CONNECTION WITH THE RIGHTS, PRIVILEGES, OR OBLIGATIONS UNDER THIS AGREEMENT; AND (IV) ANY BREACH OF THIS AGREEMENT BY SPONSOR AND ALL COSTS INCURRED BY THE MISD OR ANY REPRESENTATIVES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, THE ENFORCEMENT OF THIS AGREEMENT AGAINST SPONSOR, OR THE COLLECTION FROM SPONSOR OF ANY AMOUNTS DUE HEREUNDER. THE INDEMNIFICATION OBLIGATION OF SPONSOR UNDER THIS AGREEMENT SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

12. **Assignment.** SPONSOR shall not have the right or power to assign any of its rights or obligations under this Agreement to any other party without the prior written consent of the MISD in its sole discretion. MISD shall not assign any of its rights or obligations under this Agreement to any other party without the prior written consent of SPONSOR. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

13. **Immunity.** The execution of this Agreement and/or the performance by MISD of its obligations hereunder does not, and is not intended to waive or relinquish, and MISD shall not waive or relinquish, any governmental, sovereign immunity or defense from liability or prosecution available to MISD, its trustees, officers, employees, or agents under federal or Texas laws.

14. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without regard to its choice or law or conflict of law provisions. Exclusive venue for any proceeding that may be instituted in connection with this Agreement and the parties' rights and liabilities hereunder shall be in a court of competent jurisdiction located in Hidalgo County, Texas.

15. **Notices.** All notices or other communications which are required or contemplated by this Agreement ("Notices") shall be in writing. All other may be sent by any delivery method which provides a tracking number and delivery receipt. Notices shall be addressed as provided below (unless a party changes its addresses or addresses through a written notice to the other party that complies with this Paragraph 11):

McAllen Independent School District
2000 North 23rd Street

McAllen, Texas 78501
Attention: Superintendent
Telephone: (956) 618-6000

If to SPONSOR:

Linebarger Goggan Blair & Sampson

LLP

205 South Pin Oak Avenue

Edinburg, TX 78539

Attention:

Lucy G. Canales

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall be deemed to be one and the same instrument.

17. **Relationship of Parties.** This Agreement does not create, and shall not be construed by the parties or any third person as creating, any agency, partnership, joint venture, or employment relationship between the parties. The relationship of the parties under this Agreement shall be solely that of independent contractors. Each party shall be solely responsible for the conduct of its respective agents and employees in connection with that party's performance of this Agreement.

18. **Merger Clause.** This Agreement (including the attached exhibits) is the final, complete, and exclusive statement and expression of the agreement among the parties hereto with relation to the subject matter of this Agreement, supersedes all prior communications with respect to the subject matter contained herein, it being understood that there are no oral representations, understandings, or agreements covering the same subject matter as this Agreement.

19. **Entire Agreement.** This Agreement contains the entire agreement between MISD and Sponsor, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning this Agreement.

20. **Incorporation of Exhibits.** Any and all Exhibits referenced in this Agreement shall be attached to the Agreement, made a part of the Agreement, and incorporated into the Agreement by reference for all purposes including without limitation the following Exhibits:

Exhibit A - Advertising and Promotional Rights

Exhibit B - Inventory List

21. **Severability.** In case any provision of this Agreement shall be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement. The validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

22. **Nondiscrimination.** It is mutually agreed that there shall be no discrimination on

the basis of a person's race, color, creed, religion, national origin, ancestry, citizenship, gender, sexual orientation, age, or disability.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by an authorized representative as of the Effective Date.

SPONSOR NAME

Linebarger Goggan Blair & Sampson LLP

By: Lucy G. Canales

Lucy G. Canales

Date 5/19/16

Authorized Signature and Title

McALLEN INDEPENDENT SCHOOL DISTRICT

By: Conrado Alvarado
Conrado Alvarado (May 19, 2016)
Conrado Alvarado, President – Board of Trustees

Date May 19, 2016

Approved as to form
Atlas Hall Rodriguez, LLP

By: [Signature]
Stephen L. Crain

EXHIBIT A

Term: The Term of this Agreement is for five varsity football season commencing with the first McAllen Independent School District (MISD) high school varsity football game played in the STADIUM on the 25th day of April, 2016 and continuing until the last MISD Varsity football game played in the STADIUM for the 2021 varsity football season.

“RIGHTS”

1. Terms and Conditions. Under the terms and conditions as set forth herein MISD grants the following advertising rights to the SPONSOR:

“Premier Sponsor” shall have a spot at approximately 2’x 19’ size encompassing 2 Backlit Video Screens that Display up to 20 business card-style graphics on a :10 second rotation throughout the game. The spot is shared among approximately twenty sponsors when video is not playing, the scoreboard screen is included in the rotation. In addition, the sponsor will receive a minimum of 1 public address mention and 2 reserved home season tickets (home games) for the MISD high school of Sponsor’s choice.

Right Fee: The right fee is Seventy-five Thousand and no one hundred dollars (\$75,000.00) payable as follows:

- Payment 1: \$15,000.00 payment due on or before the last Monday of May, 2016.
- Payment 2: \$15,000.00 payment due on or before the last Monday of May, 2017.
- Payment 3: \$15,000.00 payment due on or before the last Monday of May, 2018.
- Payment 4: \$15,000.00 payment due on or before the last Monday of May, 2019.
- Payment 5: \$15,000.00 payment due on or before the last Monday of May, 2020.

EXHIBIT B - Inventory List

Premier Sponsor

“Premier Sponsor” shall have a Premier spot at approximately 2’x 19’ size encompassing 2 Backlit Video Screens that Display up to 20 business card-style graphics on a :10 second rotation throughout the game. The two Premier spots are shared among approximately twenty sponsors when video is not playing, the Jumbotron screen is included in the rotation. In addition, the sponsor will receive a Minimum of 1 Public Address Mention and 2 Reserved Home Season Tickets (home games) for the MISD high school of Sponsor’s choice. This Agreement also incorporates inclusion in Television Broadcasting Rights for Playoff Games, as allowed by the University Interscholastic League.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: *Adel Felix*

SUPERVISOR: *Cynthia Medrano-Richards*

Approved for presentation to the Board of Education:

J. Alexander

252
Superintendent of Schools

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: May 26, 2020

SUBMITTED BY: *Natalia Goza*
Natalia Goza (May 19, 2020 16:33 CDT)

SUPERVISOR: _____

Approved for presentation to the Board of Education:



253 _____
Superintendent of Schools May 19, 2020