



**Mission Consolidated Independent School District**

- 1201 Bryce Drive, Mission, Texas 78572
- Telephone: (956) 323 5505 Fax: (956) 323 5634
- Website: [www.mcisd.net](http://www.mcisd.net)

## *Notice and Agenda*

The Board of Trustees of the Mission Consolidated Independent School District will hold a **Special Meeting on Wednesday, October 6, 2021, at 7:30 PM** in the **Mission CISD Annex, 925 E. Business HWY. 83, Mission, Tx 78572**. At this meeting, the Board may deliberate or act on any of the subjects listed on the following agenda. The President may change the order of items listed below for the convenience of the Board.

**I. Call to Order and Establish Quorum**

**II. Pledge of Allegiance and Moment of Silence**

1. U. S. Flag and Texas Flag -

**III. Comments from the Public**

**IV. Public Comment(s) on Specific Agenda Item(s)**

**V. Superintendent's Updates and Recognitions**

**VI. Discussion and Possible Action**

- |   |    |
|---|----|
| 1. Discussion and Approval of Resolution for Local Remote Learning  |    |
| 2. Discussion and Approval of Remote Homebound Waiver for General Education   |    |
| 3. Discussion and Approval of Remote Homebound Waiver for Special Education   |    |
| 4. Approval of Operating Transfer from General Fund to Self-Funded Health Insurance Fund  | 3  |
| 5. Possible Approval of Resolution Nominating a Candidate or Candidates for Board of Directors of the Hidalgo County Appraisal District for 2022 – 2023 | 8  |
| 6. Approval of Proclamation in Support of National School Lunch Week in Mission CISD  | 14 |
| 7. Approval of Bids, Proposals and Purchases of \$50,000 and Over   |    |
| a. Award Purchase of Comprehensive Intervention Services 212-22-1   | 16 |
| b. Award Purchase of Migrant Camps 233-22-0   | 20 |
| c. Award Purchase of Additional Professional Development for Integrating Social-Emotional Techniques  | 23 |

**VII. Recommendation and Approval of the Selection for:**

1. Assistant Coordinator for Maintenance  
2. CNP Dietician

**VIII. Executive Session**

1. Private Consultation with Board Attorney (Texas Gov't Code §551.071)  
2. Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee or to Hear a Complaint or Charge Against an Officer or Employee (Texas Gov't Code §551.074)

**IX. Action, if Necessary, on Matters Discussed in Executive Session**

**X. Important Dates to Remember**

1. October 20, 2021 Regular Board of Trustees Meeting at 6:30 p.m.
2. November 3, 2021 Board of Trustees Workshop at 6:30 p.m.
3. November 10, 2021 Regular Board of Trustees Meeting at 6:30 p.m.

**XI. Adjournment**

In accordance with the Texas Open Meetings Act, the Board may enter into a closed meeting to deliberate any item that is listed above that fits within an exception listed in Subchapter D. Any final action, decision, or vote on a subject deliberated in closed meeting will be taken in an open meeting held in compliance with the Texas Open Meetings Act.

This Notice was posted by 6:00 p.m., on October 1, 2021

  
\_\_\_\_\_  
Dr. Carol G. Perez, Superintendent of Schools  
Mission Consolidated Independent School District

**SUBJECT:** Approval of Operating Transfer from General Fund to Self-Funded Health Insurance Fund

**PRESENTER:** Joel Garcia, Assistant Superintendent for Finance

**BACKGROUND INFORMATION**

The District’s Self-Funded Health Insurance plan is accounted for in an internal service fund. GASB Statement No. 10 Accounting and Financial Reporting for Risk Financing and Related Issues establishes accounting and financial reporting standards for risk financing and insurance-related activities of state and local governmental entities. GASB Statement No. 10 states that deficits in risk financing self-insurance funds are not required to be charged to other funds (as interfund services provided and used) in any one year if adjustments (for example increases in contribution levels or cost-saving measures) are made over a reasonable period of time. Deficits in internal service funds must be disclosed in the notes to the financial statements. However, it also mentions that if the deficit cannot be recovered over a reasonable period of time, the Internal Service Fund deficit should be charged back to the user funds.

As a result of an increase in claims and decrease in contributions due to fewer employees participating in the plan, the Self-Funded Health Insurance Fund reflected a deficit as of June 30, 2021, the district’s fiscal year end.

**ADMINISTRATIVE CONSIDERATIONS**

The Self-Funded Health Insurance Fund reflected a deficit balance as of June 30, 2021. Since it is unlikely that there will be a large enough decrease in future claim expense during this current year to cover the deficit, administration recommends an operating transfer from the General Fund to the Self-Funded Health Insurance Fund in the amount of \$1,409,701.79 to cover that deficit.

**FUNDING SOURCE AND AMOUNT:**

General Fund \$1,409,701.79

**RECOMMENDATION:**

Approval of Operating Transfer from General Fund to Self-Funded Health Insurance Fund

**CONTACT PERSON (S)**

Joel Garcia, Assistant Superintendent for Finance  
Sylvia Cruz, Director of Payroll, Employee Benefits and Risk Management  
Rebecca Magee, CPA Internal Auditor

This Statement establishes standards for cash flow reporting. It requires a statement of cash flows (instead of a statement of changes in financial position) as part of a full set of financial statements for all proprietary and nonexpendable trust funds and governmental entities that use proprietary fund accounting. It exempts public employee retirement systems and pension trust funds from the requirement to present either a statement of cash flows or a statement of changes in financial position.

This Statement requires that a statement of cash flows classify cash receipts and payments according to whether they stem from operating, noncapital financing, capital and related financing, or investing activities, and it provides definitions of each category.

Governmental enterprises are encouraged to report cash flows from operating activities directly by showing major classes of operating cash receipts and payments (the direct method), although the indirect or reconciliation method may be used. If the direct method is used, a reconciliation of operating income to net cash flow from operating activities is required to be provided.

Information about investing, capital, and financing activities not resulting in cash receipts or payments in the period is required to be provided separately.

This Statement is effective for annual financial statements for fiscal years beginning after December 15, 1989. Restatement of financial statements for earlier years provided for comparative purposes is encouraged but not required.

## GASB Statement No. 10

### **Accounting and Financial Reporting for Risk Financing and Related Insurance Issues**

This Statement establishes accounting and financial reporting standards for risk financing and insurance-related activities of state and local governmental entities, including public entity risk pools. The risks of loss that are included within the scope of this Statement include torts; theft of, damage to, or destruction of assets; business interruption; errors or omissions; job-related illnesses or injuries to employees; acts of God; and any other risks of loss assumed under a policy or participation contract issued by a public entity risk pool. Also included are risks of loss resulting when an entity agrees to provide accident and health, dental, and other medical benefits to its employees.

This Statement generally requires public entity risk pools to follow the current accounting and financial reporting standards for similar business enterprises, based primarily on FASB Statement No. 60, *Accounting and Reporting by Insurance Enterprises*. Pool premiums or required contributions are required to be recognized as revenue over the contract period in proportion to the amount of risk protection provided. Claims costs, including claim adjustment expenses and estimates of costs for claims relating to covered events that have occurred but have not been reported to the pool, should be recognized in the period in which the event that triggers coverage under the policy or participation contract occurs. Costs that vary with and are primarily related to the acquisition of insurance or pool participation contracts (acquisition costs) should be capitalized and charged to expense in proportion to premium revenue recognized. This Statement also requires disclosure of certain ten-year revenue and claims development data as required supplementary information.

State and local governmental entities other than public entity risk pools are required to report an estimated loss from a claim as an expenditure/expense and as a liability if both of these conditions are met:

- a. Information available before the financial statements are issued indicates that it is probable that an asset had been impaired or a liability had been incurred at the date of the financial statements. It is implicit in this condition that it must be probable that one or more future events will also occur, confirming the fact of the loss.
- b. The amount of the loss can be reasonably estimated.

If a governmental entity other than a pool uses a single fund to account for its risk financing activities, that fund should be either the general fund or an internal service fund. Both funds must use the method described above for calculating claims liabilities. However, if an internal service fund is used, the entity also may use an actuarial method, including a provision for future catastrophe losses, to calculate the amount that the internal service fund charges other funds of the entity. Charges made on that basis should be reported as revenue in the internal service fund and as expenditures/expenses in the other funds of the entity. Charges in excess of those amounts should be reported as operating transfers. Any surplus fund balance in an internal service fund resulting from use of a provision for catastrophe losses is required to be reported as a designation of equity for future catastrophe losses. If the general fund is used, the entity may use any method it chooses to allocate loss expenditures/ expenses to the other funds of the entity.

This Statement is consistent with proposed provisions of the GASB's August 14, 1989 revised Exposure Draft, *Measurement Focus and Basis of Accounting-Governmental Fund Operating Statements* (MFBA ED), which would require governmental funds to report expenditures when incurred, regardless of when paid. The MFBA ED proposes standards

*only* for governmental fund *operating statements*, not their balance sheets. The Board will resolve issues about the balance sheet effect of liabilities arising from these expenditure accruals in its financial reporting project. Accordingly, this Statement does not provide guidance on the display of claims liabilities reported by *governmental funds*.

The requirements of this Statement that affect public entity risk pools are effective for financial statements for periods beginning after June 15, 1990. The requirements for entities other than pools are effective on the same date that the Board's final Statement on measurement focus and basis of accounting for governmental funds is effective. The transition date tentatively established by the MFBA ED is for financial statements for periods beginning after June 15, 1993. However, earlier application is permitted. Entities other than pools that use an internal service fund to report their risk management activities should report all claims liabilities in that fund and report the transfer of liabilities previously reported in the General Long-Term Debt Fund as an adjustment of internal service fund beginning net assets. See also GASB Statement No. 17, Measurement Focus and Basis of Accounting – Governmental Fund Operating Statements: Amendment of the Effective Dates of GASB Statement No. 11 and Related Statements (an amendment of GASB 10, 11, and 13).

## GASB Statement No. 11

### **Measurement Focus and Basis of Accounting - Governmental Fund Operating Statements**

This Statement is fundamental to the Board's overall reexamination of governmental accounting and financial reporting. It establishes measurement focus and basis of accounting standards for governmental and expendable trust fund operating statements. This Statement establishes basic principles that are needed to develop the guidance in other projects, especially certain expenditure recognition and measurement standards that will be implemented at the same time as this Statement; it also provides specific guidance for many governmental fund transactions, primarily revenues. This Statement provides guidance for balance sheet reporting of general long-term capital debt — liabilities resulting from capital asset acquisitions or debt financing of certain nonrecurring projects or activities that have long-term economic benefit. This Statement does not, however, provide guidance for balance sheet reporting of debt issued to finance operations or deficits (operating debt) or the long-term liabilities arising from the accrual of governmental fund expenditures. That guidance will be provided with a subsequent Statement on financial reporting, which also will be implemented at the same time as this Statement.

## *Liabilities*

GAAP for Internal Service Funds require all obligations related to the funds' activities to be displayed as fund liabilities. The liabilities should either be classified as short-term, long-term, or divided between short-term and long-term when a balance sheet is presented. In internal service funds long-term debt is rare except for the existence of capital leases and liabilities under self-insurance.

## *Equity*

Internal Service Fund equity is usually presented in three categories: invested in capital assets, net of related debt; restricted; and unrestricted.

**Contributed Capital:** Contributed capital is created when a transfer is received from other funds. These contributions usually occur when the fund initially is established and capital assets are transferred from the General Capital Asset Fund. Capital contributions should not be displayed as a separate component of net assets.

In theory, an Internal Service Fund should have revenues equal to expenses and no net assets. In reality, both surpluses and deficits exist. GASB codification C50.129-130 notes that when an Internal Service Fund is used to account for risk-financing activities, deficits do not need to be charged back to the other funds in any one year, as long as adjustments are made over a reasonable period of time. Any deficit fund balance of the internal service fund should be disclosed in the notes to the financial statements. If the charge by the internal service fund to the other funds is greater than the amount charged, the excess should be reported as an interfund transfer. If the charge doesn't recover the full cost over a reasonable period of time, any deficit fund balance should be charged back to the other funds and reported as an expenditure/expense of those funds.

## *Revenues*

**SUBJECT:** Possible Approval of Resolution Nominating a Candidate or Candidates for the Board of Director of the Hidalgo County Appraisal for 2022 – 2023

**PRESENTER:** Carol G. Perez, Ed. D., Superintendent of Schools

**BACKGROUND INFORMATION**

The Hidalgo County Appraisal District is governed by a Board of Directors that are appointed by vote of the taxing units that participate in the district. In accordance with Section 6.03 of the Property Tax Code, the Appraisal District will be conducting the 2022-2023 election for the Board of Directors. The Board of Directors consist of six (6) members, five (5) voting members who are appointed by vote and one non-voting member, which is the County Tax Assessor/Collector. Mission CISD may nominate one (1) but no more than five (5) candidates for the election.

Mission CISD is a contributing member of the Hidalgo County Appraisal District. Amador Requenez is currently representing Mission CISD.

**ADMINISTRATIVE CONSIDERATIONS**

The Board of Trustees must submit the name(s) of the nominee(s) by written resolution to the Chief Appraiser before October 15, 2021.

**FUNDING SOURCE AND AMOUNT:**

N/A

**RECOMMENDATION:**

Board's recommendation

**CONTACT PERSON (S)**

Carol G. Perez, Ed. D., Superintendent of Schools  
Rolando Garza, Chief Appraiser, Hidalgo County Appraisal District

RESOLUTION NO. 21-22-001

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT EXPRESSING ITS NOMINATION FOR APPRAISAL DISTRICT DIRECTORS FOR 2022 - 2023 OF THE HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS:**

**WHEREAS**, the Board of Trustees for Mission Consolidated Independent School District are authorized to make nominations for each position to be filled in the Hidalgo County Appraisal District Board of Directors; and

**WHEREAS**, these directors shall serve a two (2) year term beginning January 1, 2022 and that all taxing entities associated with the Hidalgo County Appraisal District are authorized to nominate persons for said Board; and

**WHEREAS**, the Board of Trustees for Mission Consolidated Independent School District must submit the name(s) of the nominees by written resolution to the Chief Appraiser by October 15, 2021;

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT** that the name(s) of:

Is/are hereby nominated by the Board of Trustees for Mission Consolidated Independent School District to the Hidalgo County Appraisal District Board of Directors.

**FURTHERMORE**, the Board of Trustees for Mission Consolidated Independent School District directs that Chief Appraiser to submit said nomination for consideration by all taxing entities within the Hidalgo County Appraisal District in the upcoming district election.

PASSED AND APPROVED this 6<sup>th</sup>, day of October , 2021

**BY:**

\_\_\_\_\_  
**Gerardo Zamora, President**  
**Board of Trustees**

**ATTEST:**

\_\_\_\_\_  
**Roy Vela, Secretary**  
**Board of Trustees**

# HIDALGO COUNTY APPRAISAL DISTRICT

## ADMINISTRATION

Rolando Garza, Chief Appraiser  
Jorge Gonzalez, Asst. Chief Appraiser  
Brent E Cavazos, Associate Chief Appraiser  
PO Box 208  
Edinburg, TX 78540-0208  
(956) 381-8466 (956) 565-2461



[www.hidalgoad.org](http://www.hidalgoad.org)

## BOARD OF DIRECTORS

Richard A. Garza	Chairman
Albert D. Cardenas	Vice-Chairman
Amador Requenez	Secretary
Eddy Betancourt	Member
Joe D. Olivarez	Member
Pablo "Paul" Villarreal, Jr.	Member

August 15, 2021

MISSION C.I.S.D.  
AUG 24 2021  
SUPT'S OFFICE

Superintendent  
Mission ISD  
1201 Bryce Drive  
Mission, TX 78572

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Re: Election of Board of Directors 2022-2023

Dear Superintendent:

The Hidalgo County Appraisal District is governed by a Board of Directors that are appointed by vote of the taxing units that participate in the district. In accordance with Section 6.03 of the Property Tax Code, the Appraisal District will be conducting the 2022-2023 election for the Board of Directors of the Hidalgo County Appraisal District. Attached you will find important information and dates for you to keep in mind for the 2022-2023 selection/election process.

The Board of Directors consists of six (6) members, five (5) voting members who are appointed by vote and one (1) nonvoting member, which is the County Tax Assessor/Collector. Therefore, for this election each voting taxing unit may nominate one (1) but no more than five (5) candidates for the election. The candidate(s) name(s) must be submitted to the Chief Appraiser by resolution adopted by the governing body before October 15<sup>th</sup>.

The Chief Appraiser shall prepare and deliver to the presiding officer of the governing body of each voting taxing unit a ballot listing all the candidates whose names were timely submitted and the taxing unit's voting entitlement before October 30<sup>th</sup>. The governing body of each voting taxing unit shall determine its vote by resolution and submit such resolution before December 15<sup>th</sup> to the Chief Appraiser.

Before **December 31, 2021**, the Chief Appraiser shall declare the five candidates that received the most votes elected and submit the results to the candidates and the governing bodies of the taxing entities.

If I may be of further assistance in providing you additional information regarding the selection/election process, please do not hesitate to contact me at (956) 381-8466.

Sincerely,



Rolando Garza, RPA  
Chief Appraiser

RG: je

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Attachment

# HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION  
 Rolando Garza, Chief Appraiser  
 Jorge Gonzalez, Asst. Chief Appraiser  
 Brent E Cavazos, Associate Chief Appraiser  
 PO Box 208  
 Edinburg, TX 78540-0208  
 (956) 381-8466 (956) 565-2461



www.hidalgoad.org

BOARD OF DIRECTORS  
 Richard A. Garza Chairman  
 David Hernandez Vice-Chairman  
 Amador Requenez Secretary  
 Albert D. Cardenas Member  
 Pete Garcia Member  
 Pablo "Paul" Villarreal, Jr. Member

<div style="display: inline-block; vertical-align: middle; text-align: center;"> <p><b>Hidalgo County Appraisal District</b>  <b>Timeline Election of Board of Directors</b>  <b>2022 - 2023</b></p> </div>	
<p><b>August 2021</b>  <b>But before October 1, 2021</b></p>	<p>Notify all presiding officers of each taxing unit about upcoming election and their voting entitlement for the 2022-2023 election for the Board of Directors for the Appraisal District.</p>
<p><b>Before October 15, 2021</b></p>	<p>The Presiding Officer of the unit submits the name(s) of the nominee(s) by written resolution to the Chief Appraiser.</p>
<p><b>Before October 30, 2021</b></p>	<p>The Chief Appraiser prepares the ballot, listing the candidates in order by surname and delivers a copy of the ballot to the presiding officer of each unit.</p>
<p><b>Before December 15, 2021</b></p>	<p>Each voting unit cast its vote by written resolution and submits it to the Chief Appraiser.</p>
<p><b>Before December 31, 2021</b></p>	<p>The Chief Appraiser shall count the votes and declare the candidates who received the largest cumulative vote total elected and submit the results to the governing bodies and to the candidates.</p>

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2022-2023  
VOTING ENTITLEMENT  
HCAD BOARD OF DIRECTORS

	2020 Tax Levied	2020 Total Levy	2020 Percent	Votes	2022-2023 Directorships	2022-2023 Official Votes
<b>Entity</b>						
Hidalgo County	\$ 220,338,129	\$ 911,952,107	24.161%	242	5	1210
<b>Cities</b>						
Alamo	\$ 4,052,229	\$ 911,952,107	0.444%	4	5	20
Alton	\$ 2,266,126	\$ 911,952,107	0.248%	2	5	10
Donna	\$ 5,591,745	\$ 911,952,107	0.613%	6	5	30
Edcouch	\$ 571,220	\$ 911,952,107	0.063%	1	5	5
Edinburg	\$ 34,033,591	\$ 911,952,107	3.732%	37	5	185
Elsa	\$ 1,628,015	\$ 911,952,107	0.179%	2	5	10
Granjeno	\$ 21,952	\$ 911,952,107	0.002%	1	5	5
Hidalgo	\$ 2,384,287	\$ 911,952,107	0.261%	3	5	15
La Joya	\$ 957,155	\$ 911,952,107	0.105%	1	5	5
La Villa	\$ 568,646	\$ 911,952,107	0.062%	1	5	5
McAllen	\$ 50,905,212	\$ 911,952,107	5.582%	56	5	280
Mercedes	\$ 4,993,189	\$ 911,952,107	0.548%	5	5	25
Mission	\$ 24,033,922	\$ 911,952,107	2.635%	26	5	130
Palmview	\$ 2,788,816	\$ 911,952,107	0.306%	3	5	15
Penitas	\$ 1,342,062	\$ 911,952,107	0.147%	1	5	5
Progreso	\$ 831,009	\$ 911,952,107	0.091%	1	5	5
Pharr	\$ 23,908,466	\$ 911,952,107	2.622%	26	5	130
San Juan	\$ 8,178,632	\$ 911,952,107	0.897%	9	5	45
Sullivan City	\$ 536,134	\$ 911,952,107	0.059%	1	5	5
Weslaco	\$ 13,534,312	\$ 911,952,107	1.484%	15	5	75
<b>Schools</b>						
Donna	\$ 18,502,671	\$ 911,952,107	2.029%	20	5	100
Edcouch-Elsa	\$ 4,776,664	\$ 911,952,107	0.524%	5	5	25
Edinburg	\$ 82,255,219	\$ 911,952,107	9.020%	90	5	450
Hidalgo	\$ 7,362,355	\$ 911,952,107	0.807%	8	5	40
La Joya	\$ 35,077,606	\$ 911,952,107	3.846%	38	5	190
La Villa	\$ 1,673,868	\$ 911,952,107	0.184%	2	5	10
Lyford	\$ 122,079	\$ 911,952,107	0.013%	1	5	5
McAllen	\$ 88,388,374	\$ 911,952,107	9.692%	97	5	485
Mercedes	\$ 8,293,942	\$ 911,952,107	0.909%	9	5	45
Mission	\$ 28,040,951	\$ 911,952,107	3.075%	31	5	155
Monte Alto	\$ 1,775,228	\$ 911,952,107	0.195%	2	5	10
PSJA	\$ 63,835,097	\$ 911,952,107	7.000%	70	5	350
Progreso	\$ 2,406,438	\$ 911,952,107	0.264%	3	5	15
Sharyland	\$ 44,000,759	\$ 911,952,107	4.825%	48	5	240
So Tx College	\$ 66,982,283	\$ 911,952,107	7.345%	73	5	365
South Texas ISD	\$ 19,815,889	\$ 911,952,107	2.173%	22	5	110
Valley View	\$ 9,507,799	\$ 911,952,107	1.043%	10	5	50
Weslaco	\$ 25,670,034	\$ 911,952,107	2.815%	28	5	140
<b>Grand Total</b>	<b>\$ 911,952,107</b>		<b>100.000%</b>	<b>1000</b>		<b>5000</b>

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**SUBJECT:** Approval Proclamation in support of National School Lunch week in Mission CISD.

**PRESENTER:** Joel Garcia, Assistant Superintendent for Finance

**BACKGROUND INFORMATION**

Our Child Nutrition Program plays a major role in fueling the learning of District students through the nutritious meals served to students. This includes breakfast, lunch, snacks, and supper. This is done through the support of the Texas Department of Agriculture and the National School Lunch Program.

**ADMINISTRATIVE CONSIDERATIONS**

Each year, the role of school lunches is celebrated by the National School Lunch Program during a special week in October. This year's observance of National School Lunch Week is October 11-15, 2021. Through an official proclamation it is hoped that the observance of National School Lunch Week and the important role of our Child Nutrition Program will gain more attention and credit for the role they play in our student's health and learning.

**FUNDING SOURCE AND AMOUNT**

N/A

**RECOMMENDATION**

Approval Proclamation in support of National School Lunch week in Mission CISD.

**CONTACT PERSON (S)**

Joel Garcia, Assistant Superintendent for Finance  
Rosy Woodrum, Director for Child Nutrition Program  
Craig Verley, Director of Public Relations and Marketing



## National School Lunch Week Official Proclamation

WHEREAS The National School Lunch Program has served our nation admirably for 75 years through advanced practices and nutrition education; and

WHEREAS the National School Lunch program is dedicated to the health and academic achievement of our nation's children, and

WHEREAS recent research shows students are receiving their healthiest meals at school; and there is evidence of continued need for nutrition education and awareness of the value of school nutrition programs.

NOW THEREFORE, we, the Board of Trustees of Mission Consolidated Independent School District do hereby proclaim the week of October 11-15, 2021, as NATIONAL SCHOOL LUNCH WEEK and I encourage all residents to become aware of the benefits of the National School Lunch Program and support good nutrition habits for their children, in hope of achieving a more healthful citizenry for today and the future.

IN WITNESS WHEREOF, I have hereunto set my hand.

Done on the Sixth day of October in the year, Two Thousand and Twenty-One.

Board President: \_\_\_\_\_  
Gerardo Zamora, Board of Trustees

**SUBJECT:** Award Purchase for Comprehensive Intervention Services for HB 4545 – 212-22-1

**PRESENTER:** Joel Garcia, Assistant Superintendent for Finance

### **BACKGROUND INFORMATION**

The 87<sup>th</sup> Regular Legislative Session passed House Bill 4545 requiring accelerated instruction for all students who did not take or did not pass Spring 2021 state assessments. Each student must receive supplemental instruction (tutoring) before or after school, or embedded in the school day. For each reading, math, science, or social studies assessment that was not passed, 30 hours of supplemental accelerated instruction is required. Over 7,700 assessments were not passed, requiring over 230,000 hours of accelerated instruction. Due to the vast amount of tutoring needed, the district submitted a solicitation for comprehensive intervention services including the tutor and materials to meet this need.

### **ADMINISTRATIVE CONSIDERATIONS**

In August 2021, Request for Proposals was selected as a procurement method based on estimated expenditure requiring a method of procurement for expenditures of similar categories valued at an annual aggregate of \$50,000 or greater. TEC Sec 44.031(a)

### **FUNDING SOURCE AND AMOUNT**

ESSER III - American Rescue Plan (ARP) 2020-2023

### **RECOMMENDATION**

Award purchase of Comprehensive Intervention Services for HB 4545 as listed attached in the tabulation sheet.

### **CONTACT PERSON (S)**

Dr. Sharon Roberts, Deputy Superintendent for Curriculum and Instruction  
Joel Garcia, Assistant Superintendent for Finance  
Edilberto Flores, Executive Director for MHS Vertical Team  
Cynthia Wilson, Executive Director for VMHS Vertical Team

Kim Risica, Executive Director for Special Programs and School Improvement  
Francisca Cruz, Executive Director for Special Education, Section 504, RTI,  
Dyslexia  
Dora Garcia, Coordinator for Purchasing

FY2022 Term Contract:	Comprehensive Intervention Services: (K-2) (3-8) (EOC) #212-22-1
Awarded To:	<ol style="list-style-type: none"> <li>1. <u>Primary Vendors</u> <ul style="list-style-type: none"> <li>• <u>Intervene K-12</u></li> <li>• <u>RGV Tutor dba Sylvan Learning</u></li> </ul> </li> <li>2. <u>Additional Vendors</u> <ul style="list-style-type: none"> <li>• <u>Above and Beyond Learning</u></li> </ul> </li> </ol>
Term:	One Year/One year option to renew
Term Period :	October 2021 – September 2022

Mission Consolidated Independent School District  
 Tabulation Form  
 Comprehensive Intervention Services: (K-2) (3-8) (EOC) #212-22-1

VENDOR NAME:		Above and Beyond Learning Inc			Stride dba Fuel Educations LLC			Intervene K-12			RGV Tutor LLC dba Sylvan Learning		
		Contact Name: Alejandro Regalado			Contact Name: Ernesto Ayala			Contact Name: Aaron McCloud			Contact Name: Anjanette I Garza		
		Phone #: 786-703-7738			Phone #: 703-483-7300			Phone #: 855-345-3276			Phone #: 956-682-9800		
		Email: <a href="mailto:tutoring@aboveandbeyondlearning.com">tutoring@aboveandbeyondlearning.com</a>			Email: <a href="mailto:orders@k12.com">orders@k12.com</a>			Email: <a href="mailto:proposals@intervene.io">proposals@intervene.io</a>			Email: <a href="mailto:anjanette.garza@sylvanlearning.com">anjanette.garza@sylvanlearning.com</a>		
Qty	Detailed Desc	Note	Quoted Price	Sub-total	Note	Quoted Price	Sub-total	Note	Quoted Price	Sub-total	Note	Quoted Price	Sub-total
	<b>Cost of Individual Tutoring</b>												
2000	Per hour K-8th grade	\$1,650 PPA	\$ 55.00	\$ 3,300,000.00									
2000	Per hour 9-12th grade	\$1,800 PPA	\$ 60.00	\$ 3,600,000.00									
	<b>Cost of small group tutoring</b>												
2000	Per hour per student K-8th grade 3:1	\$600 PPA	\$ 20.00	\$ 1,200,000.00									
2000	Per hour per student 9-12th grade 3:1	\$750 PPA	\$ 25.00	\$ 1,500,000.00									
	<b>Costs of remote learning</b>												
2000	Per hour K-8th grade	\$1,350 PPA	\$ 45.00	\$ 2,700,000.00									
2000	Per hour 9-12th grade	\$1,500 PPA	\$ 50.00	\$ 3,000,000.00									
2000	1 content area Elementary 3:1				\$795 per student / per content	\$ 795.00	\$ 1,590,000.00						
2000	1 content area Jr High 3:1				\$1,070 per student / per content	\$ 1,070.00	\$ 2,140,000.00						
2000	1 content area High				\$1,025 per student / per content	\$ 1,025.00	\$ 2,050,000.00						
2000	2 content area Elementary					\$ 1,440.00	\$ 2,880,000.00						
2000	2 content areas Jr					\$ 1,720.00	\$ 3,440,000.00						
2000	2 content areas High					\$ 1,675.00	\$ 3,350,000.00						
2000	3 content area Elementary					\$ 1,990.00	\$ 3,980,000.00						
2000	3 content areas Jr					\$ 2,270.00	\$ 4,540,000.00						
2000	3 content areas High					\$ 2,225.00	\$ 4,450,000.00						
	<b>32 week options</b>												
2000	3 days of tutoring 3:1							\$2,160 per student / per content	\$ 2,160.00	\$ 4,320,000.00			
2000	3 days of tutoring 4:1								\$ 1,640.00	\$ 3,280,000.00			
2000	3 days of tutoring 5:1								\$ 1,328.00	\$ 2,656,000.00			
2000	4 days of tutoring 3:1								\$ 2,853.00	\$ 5,706,000.00			
2000	4 days of tutoring 4:1								\$ 2,160.00	\$ 4,320,000.00			
2000	4 days of tutoring 5:1								\$ 1,744.00	\$ 3,488,000.00			
2000	5 days of tutoring 3:1								\$ 3,541.00	\$ 7,082,000.00			
2000	5 days of tutoring 4:1								\$ 2,675.00	\$ 5,350,000.00			
2000	5 days of tutoring 5:1								\$ 2,155.00	\$ 4,310,000.00			
	<b>16 week options</b>												
2000	3 days of tutoring 3:1								\$ 1,120.00	\$ 2,240,000.00			
2000	3 days of tutoring 4:1								\$ 860.00	\$ 1,720,000.00			
2000	3 days of tutoring 5:1								\$ 704.00	\$ 1,408,000.00			
2000	4 days of tutoring 3:1								\$ 1,466.00	\$ 2,932,000.00			
2000	4 days of tutoring 4:1								\$ 1,120.00	\$ 2,240,000.00			
2000	4 days of tutoring 5:1								\$ 912.00	\$ 1,824,000.00			
2000	5 days of tutoring 3:1								\$ 1,808.00	\$ 3,616,000.00			
2000	5 days of tutoring 4:1								\$ 1,375.00	\$ 2,750,000.00			
2000	5 days of tutoring 5:1								\$ 1,115.00	\$ 2,230,000.00			
	<b>2 Different Programs</b>												
2000	Ace it! Tutoring 8:1 (8 students to 1 tutor) Per student											\$ 750.00	\$ 1,500,000.00
2000	SylvanSync Tutoring 3:1 (3 students to 1 tutor) Per student										1-100 \$1,200 101-250 \$1,140 251-500 \$1,080	\$ 1,080.00	\$ 2,160,000.00
<b>Total</b>		100% in person and virtual		\$ 2,700,000.00	100% live sessions		\$ 5,780,000.00	live person led group intervention		\$ 4,320,000.00	100% in person		\$ 2,160,000.00

**Note:**  
 Intervene K-12 and Sylvan awarded vendors with Above and Beyond as an additional source of tutors

Bid Evaluation Matrix		Vendors			
		Above and Beyond Learning	Fuel Education	Intervene K-12	RGV Tutor dba Sylvan Learning
Criteria	Weight	\$ 2,700,000.00	\$ 5,780,000.00	\$ 4,320,000.00	\$ 2,160,000.00
<b>Price of service/product (40 points)</b>					
Base Proposal	40	32	15	20	40
<b>Meet district's needs (58 points)</b>					
Scope of work includes K-2, 3-8, EOC	8	8	8	8	8
Provides certified teachers as tutors in-person	8	8	8	8	8
Provides TEKS aligned resources	5	5	5	5	5
Provides diagnostic assessments and progress monitoring	8	3	4	8	8
Provides evidence of program success	7	3	4	7	7
Systematic design that provides direct instruction to target Tier 2 & Tier 3 students	7	7	7	7	7
Provides support to district teachers	7	2	2	7	7
Provides support for Els and SPED	8	3	4	8	8
<b>Past relationship with vendor (2 points)</b>	2	0	0	0	2
<b>Total</b>	100	71	57	78	100

Committee Members 10/6/2021

*Nelly Flores*

*Dora Villalobos*

*Jessica Dominguez*

*Fidel Garza*

*Kim Risica*

*Francisca Cruz*

*Edilberto Flores*

*Cynthia Wilson*

*Dr. Sharon Roberts*

**SUBJECT:** Award Purchase Migrant Camps #233-22-0

**PRESENTER:** Joel Garcia, Assistant Superintendent for Finance

**BACKGROUND INFORMATION**

The College & Career Success Migrant Camps will be offered to Migrant 1<sup>st</sup>-12<sup>th</sup> grade students.

The opportunities are research-based Migrant student camps with House Bill 5 endorsements:

- core subjects and 21<sup>st</sup> century themes
- alignment with our vision and mission statements for Mission CISD with leadership, technology and innovation skills
- information on media and communication skills
- college, career, and life skills incorporated
- family engagement sessions on college and career success
- camp themes aligned for students to become HB 5 ready
- academic enrichment activities aligned with STAAR test objectives

Approximately 100 students will have the opportunity to attend the College & Career Success Migrant Camps.

**ADMINISTRATIVE CONSIDERATIONS**

The District solicited Requests for Proposals in compliance with TEC Sec 44.031(a) requiring an approved method of procurement for expenditures of similar categories valued at an annual aggregate of \$50,000 or greater.

A summary of the response review and evaluation process is as follows:

1. Number of responses received - 1
2. Number of vendors awarded - 1

**FUNDING SOURCE AND AMOUNT**

Respective campus and departmental budgets

Estimated expenditure **\$60,000**

**RECOMMENDATION**

Administration recommends awarding contract to Vision Ed Group dba College 1<sup>st</sup> Program

**CONTACT PERSON (S)**

Joel Garcia, Assistant Superintendent for Finance  
Dora Garcia, Coordinator for Purchasing



FY2022 Term Contract:	Migrant Camps #233-22-0
Awarded To:	1. <u>Vision Ed Group dba College 1<sup>st</sup> Program</u>
Term:	One Year/One Year option to renew
Term Period :	October 2021 – September 2022

Mission Consolidated Independent School District  
 Tabulation Form  
 Migrant Camps 233-22-0

		<b>Vision Ed Group dba College 1st Program</b>			
		Vendor #12300			
		Ernesto Villarreal			
		956-451-5966			
		<a href="mailto:ernesto@college1st.org">ernesto@college1st.org</a>			
		Total Cost Selected # Selected (\$)			
		\$60,000			
		1			
		\$60,000			
#	Items	Quantity Required	Unit Price per Each	Notes	Total Cost
#0-1	Migrant Camps (approximately 50)	12	\$5,000	Capacity of 50 Participants	<b>\$60,000</b>
#0-2	Price for additional participant	1	\$0	Additional Participants (In-Kind)	<b>\$0</b>

**SUBJECT:** Consideration and Approval of Additional Professional Development for Integrating Social-Emotional Techniques

**PRESENTER:** Joel Garcia, Assistant Superintendent for Finance

### **BACKGROUND INFORMATION**

In May and June, the Mission CISD Board of Trustees awarded Capturing Kids' Hearts the solicitation #230-21-10 to provide campus-wide and district-wide professional development targeting the affective domain, while addressing the learning gaps. Sessions were held throughout the summer and the beginning of the school year. For various reasons, not all teachers were able to participate in the Capturing Kids' Hearts social-emotional learning professional development, so five additional sessions are needed for our teachers to learn techniques to support our students returning to school amidst a pandemic. Capturing Kids' Hearts provides transformational techniques to integrate social-emotional learning to equip educators to build positive relationships with students, impact cultural change, and ensure student connectedness.

### **ADMINISTRATIVE CONSIDERATIONS**

The District solicited Requests for Proposals in compliance with TEC Sec 44.031(a) requiring an approved method of procurement for expenditures of similar categories valued at an annual aggregate of \$50,000 or greater.

A summary of the response review and evaluation process is as follows:

1. Number of responses received - 9
2. Number of vendors awarded - 1

### **FUNDING SOURCE / AMOUNT**

Federal Funds – approximately \$112,500 for five additional training sessions for 250 teachers

### **RECOMMENDATION:**

Administration recommends approval of additional professional development for integrating social-emotional techniques through The Flippen Group – Capturing Kids' Hearts

### **CONTACT PERSON(S)**

Dr. Sharon Roberts, Deputy Superintendent for Curriculum & Instruction  
Joel Garcia, Assistant Superintendent for Finance  
Edilberto Flores, Executive Director for MHS Vertical Team  
Cynthia Wilson, Executive Director for VMHS Vertical Team  
Kim Risica, Executive Director for Special Programs and School Improvement  
Dora Garcia, Coordinator for Purchasing

District By Design™ Agreement  
2021-2022 (additional CKH's)

Prepared for:  
Mission Consolidated Independent School District

September 13, 2021

# Project Overview

## About Us

First of all, it's not about us. It's about *you*.

It's about the mission, vision, and core principles of your organization. It's about your passion for growth and excellence. It's about your desire to be the very best, individually and collectively. It's about your desire to make a successful organization a great organization by forging and sustaining a championship culture.

Our processes accelerate success, transform top teams, promote creative problem-solving, help you grow the next generation of leaders, and can break the personal and systemic constraints that inhibit progress.

That's not only our core competency; it's our mission. We help "grow greatness" by developing relationships and processes that bring out the best in people.

What sets Capturing Kids' Hearts apart? We focus on growing the specific skills individuals need in order to function at a higher level at work and in every aspect of their life. We help individuals identify and overcome the specific personal constraints preventing peak performance. We help leaders identify and overcome the system constraints that hold people back. We don't do "events," seminars, or programs. We teach skills and processes that change lives. Capturing Kids' Hearts ties all this together at the administrative, teacher, and student level to gain positive momentum for the entire system.

We would like to partner to bring out greatness in the people and the systems of your organization. We recommend entering into a District By Design Agreement. Implementing our processes will enable your organization to:

- Decrease discipline referrals
- Increase attendance
- Increase test scores
- Increase teacher attendance
- Decrease teacher turnover
- Improve parent and community relationships
- Build and lead high-performing, self-managing teams and classrooms
- Develop and implement strategies for conflict resolution
- Analyze individual and system constraints and strengths
- Develop a plan for removing constraints and capitalizing on strengths
- Teach and model how to give and receive meaningful feedback
- Improve the culture and effectiveness of the organization
- Communicate more effectively
- Develop more evolved leadership skills and capabilities
- Develop growth plans for individuals who are selected by the organization
- Provide on-going support to your internal champions

**SECTION 1: PROCESS AND SCHEDULE**

Campus Solutions	Proposed Timeline	Pricing
<p><b>Capturing Kids' Hearts 1™</b>                      Five, 2 consecutive-day training session(s) for up to 50 participants per session.                      Includes:</p> <ul style="list-style-type: none"> <li>• Access to the course training manual</li> <li>• Limited Collection of foundational videos and resources in our online portal</li> </ul>	<p>Fall 2021                      (Subject to Availability)</p>	<p>\$112,500</p>

**TOTAL PACKAGE COST (inclusive of travel)**

**\$112,500**

## District By Design Agreement

Mission Consolidated Independent School District  
1201 Bryce Drive  
Mission TX 78572

Thank you for selecting Capturing Kids' Hearts to serve your organization. Our goal is to provide you with service that will both motivate and empower your organization to advance to a new level of success. Please take a moment to review the information below, and then sign and return this form to us in order to confirm this agreement. We look forward to serving you.

This agreement is between The Flippen Group, L.L.C. doing business as Capturing Kids' Hearts ("COMPANY" or "Capturing Kids' Hearts") and Mission Consolidated Independent School District ("CUSTOMER"). This District By Design Agreement offers all of the Products as defined on the Process and Schedule table. All Products offered as part of this agreement are exempt from price increases, allowing you to lock in current prices (at a savings to you).

### SECTION 2: INVESTMENT

#### Agreement:

- CUSTOMER agrees to contract with Capturing Kids' Hearts for all the services on this agreement dated September 13, 2021, subject to CUSTOMER's right to terminate this Agreement as provided herein.
- The District by Design Agreement and its rates will expire and can only be confirmed upon receipt of this signed document by September 20, 2021 in our main office at: Capturing Kids' Hearts; Attn: Kim Herman, 1199 Haywood Drive, College Station, Texas 77845.

#### Payment Terms:

- Purchase order is required 45 days prior to each scheduled event.
- The fee for each service, including travel (if applicable); will be billed when services are rendered.
- Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

#### Additional Charges (if applicable):

- A \$400.00 fee will be charged for each person over 50 not to exceed 60 total per *Capturing Kids' Hearts 1*.

#### Travel:

- Reasonable and necessary travel expenses that Capturing Kids' Hearts has incurred and that have to be cancelled as a result of rescheduling or cancelling of a service without two weeks' notice, may result in an extra charge to your organization. Such expenses must be documented

### SECTION 3: POLICIES

#### Scheduling:

- COMPANY's Event Planning Department will contact you within 1 week of the signing of this agreement to begin setting up specific dates for services to be rendered on the process schedule. Capturing Kids' Hearts will need someone designated in your organization to work with on scheduling and event planning needs as follows below.
- Scheduling benchmarks - Within 30 days of signing of the District By Design Agreement, at least 50% of events must be scheduled with Capturing Kids' Hearts. Within 120 days of signing of the agreement, the remainder of events must be scheduled with Capturing Kids' Hearts.
- Confirmation of all scheduled events will be made via email and is subject to cancellation terms as listed below.

- *Capturing Kids' Hearts 1* should be scheduled from 8:00 AM – 5:00 PM. All other trainings should be scheduled from 8:00 AM – 4:00 PM each day. Should times need to be altered, prior approval by Capturing Kids' Hearts would be required.
- In the event of an emergency or illness the consultant(s) will need to be rescheduled for another time, as there is not an on-call trainer available.

Deposits and Cancellations:

- No deposit is required.
- Capturing Kids' Hearts requires cancellation notice of 45 days prior to any scheduled date of service that has been confirmed in writing by both parties. Cancellation notice received inside the 45-day window will result in the full fee for such service being assessed, but CUSTOMER may reschedule such service at no additional cost within 90-day timeframe.
- Force Majeure: Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement in such circumstances. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated. This section shall not require CUSTOMER to pay for services not performed.

Accountability:

- Capturing Kids' Hearts commits to reserve the capacity needed to fulfill the terms of this agreement. Capturing Kids' Hearts is committed to transformational impact. Our consultant will not move to next steps on the process schedule without implementation of previous events and/or successful *TrAction* being made by participants involved. Should this occur, certain dollars set aside for future line items on process schedule may be reallocated to reinforce previous events that need more accountability if both parties agree in writing

Considerations:

- Video and/or audio taping is strictly prohibited without prior written approval by Capturing Kids' Hearts.
- Media representatives are not allowed to attend training without prior written approval by Capturing Kids' Hearts.
- Capturing Kids' Hearts has permission to contact company members via e-mail addresses.

Facilities:

- Capturing Kids' Hearts has a core principle to exceed our customer's expectations. We know the training environment can significantly impact the quality of the training. To make sure your staff is comfortable and to ensure outstanding results for those attending, we will need your help in arranging the facility based on the specifications found below.
- CUSTOMER will coordinate the facilities needed for trainings with the expense being incurred by your organization, as written in this agreement.
- Capturing Kids' Hearts and your organization will mutually agree upon the location of any services/trainings 30 days prior to the event.
- Upon the signing of this agreement, COMPANY's Event Planning Team will provide CUSTOMER with meeting size requirements, setup needs (inclusive of table/chair arrangements, AV requirements, etc.). It is understood

that CUSTOMER will make reasonable arrangements and cover expenses for all equipment and be in charge of setup in advance.

- Light beverages (NO alcohol) need to be set up by CUSTOMER for the entire day for all participants. Meals can be coordinated by CUSTOMER with facility or caterer of choice or left up to individuals on their own.

#### Intellectual Property

- COMPANY's intellectual property is a crucial part of providing training materials and consulting services to its clients, and Capturing Kids' Hearts could not continue its work if its clients did not honor and respect Capturing Kids' Hearts intellectual property rights. None of our work or work product is done on a "work for hire" basis, and all of our material and work product is owned exclusively by Capturing Kids' Hearts and is subject to one or more of the following: copyright, trademark, patent, license or trade secret. Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of Capturing Kids' Hearts. By entering into this agreement you are expressly acknowledging and agreeing to the matters set forth in this paragraph and you are agreeing that none of the training materials, notebooks, videos, presentations, processes or concepts may be used by you, for any purpose, without the express advance written consent of Capturing Kids' Hearts.

#### **SECTION 4: DISCLAIMERS**

- CUSTOMER accepts the Products "AS IS" with all faults and errors. CAPTURING KIDS' HEARTS HEREBY DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE PRODUCTS EXCEPT FOR ANY SPECIFIC WARRANTIES THAT ARE EXPRESSLY PROVIDED IN THE TERMS OF THIS AGREEMENT. CAPTURING KIDS' HEARTS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The entire risk as to the functionality, operation, and results is with CUSTOMER and Capturing Kids' Hearts assumes no risk or obligation in connection therewith.
- Capturing Kids' Hearts hereby disclaims any and all liability, risk, obligation, or responsibility for decisions made or actions taken by CUSTOMER after use of the Products. Capturing Kids' Hearts shall in no way be responsible or liable for CUSTOMER's use of (1) the Products, (2) the information and data provided by third-parties in order to use the Products; or (3) the information or results obtained through the Products. Capturing Kids' Hearts does not guarantee or warranty any particular result or success as a result of use of the Products. The Products should be considered tools to assist CUSTOMER, but should not be treated as a singular solution.
- No information shared by Capturing Kids' Hearts verbally or in writing can be constituted to be professional advice, such as medical, legal, financial, psychological, business, or counseling advice. Diagnosing medical or psychological conditions cannot be done through a coaching process and should only be done by licensed professionals.
- **INDEMNIFICATION: COMPANY REPRESENTS TO CUSTOMER THAT COMPANY HAS ALL NECESSARY AUTHORIZATIONS, LICENSES, RIGHTS, AND TITLE TO PROVIDE THE GOODS AND SERVICES UNDER THIS AGREEMENT. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS (THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL COSTS, DAMAGES, JUDGMENTS, SETTLEMENTS, FEES, PAYMENTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, INCURRED BY THE INDEMNITIES AS A RESULT OF COMPANY'S MISREPRESENTATIONS, NEGLIGENCE, OR OTHER FAULT.**
- This Agreement is governed by and shall be enforced under the laws of the state of Texas, without regard to its conflicts-of-laws provisions. Exclusive venue for any action arising out of this Agreement is in the state courts of Hidalgo County, TX.

- In accordance with Texas Government Code section 2271.002, Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
- Any right to recovery of attorney's fees available under Texas Local Government Code Chapter 271 is hereby waived.
- CUSTOMER may terminate this Agreement for its convenience at any time by providing written notice to COMPANY. In the event of such termination, CUSTOMER shall pay COMPANY for work performed through the date of termination in accordance with the fees set out herein, and no other amount.

**SECTION 5: CONFIRMATION**

I have read and understand the policies of Capturing Kids' Hearts as printed in this agreement, and, as the contact person for this training, I will endeavor to see that all policies and related details are understood and completed by all involved parties in the planning of this event.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 (CUSTOMER's Authorized representative)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SECTION 6: CONTACT US**

If you have any questions or need additional assistance, please do not hesitate to contact us.

Capturing Kids' Hearts  
 Attn: Kim Herman  
 Kim.herman@capturingkidshearts.org  
 1199 Haywood Drive  
 College Station, TX 77845  
 Phone: 800-316-4311  
 Fax: 877-941-4700