



**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, July 19, 2023, at 6:30 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.

### **A G E N D A**

- I. Call Meeting to Order and Establish Quorum**
- II. Pledge of Allegiance and Moment of Silence**
  - 1. U. S. Flag and Texas Flag -**
- III. Public Comment(s) on Specific Agenda Item(s)**
- IV. Discussion and Possible Action**
  - 1. Consideration and Approval of Design for the Naming of the Mission High School Neuhaus Gym Floor 3**
  - 2. Approval of Self-Funded Group Health Insurance Plan Design Changes and Increase to Employer and Employee Premiums 5**
  - 3. Approval of Employer Paid and Voluntary Ancillary Insurance RFP – Voluntary Whole Life Insurance 14**
  - 4. Approval of Interlocal Agreement with the City of Mission for Police Services for the 2023 - 2024 School Year 18**
  - 5. Approval of Interlocal Agreement with the City of Alton for Police Services for the 2023 - 2024 School Year 28**
  - 6. Approval of Interlocal Agreement with the City of Palmhurst for Police Services for the 2023 - 2024 School Year 38**
  - 7. Approval of Memorandum of Understanding with Hidalgo County Precinct 3 Constable for the 2023 - 2024 School Year 49**
  - 8. Discussion and Approval of First Reading and Adoption of Changes to Board Policy GKD (LOCAL) – Community Relations Nonschool Use of School Facilities 56**
  - 9. Bids, Proposals, and Purchases of \$50,000 and Over 60**
    - a. Onsite Before and After School Child Care Services**
  - 10. Review of Board Approved Compensation Plan for 2023-2024 School Year**
  - 11. Possible Nomination and Election of Mission CISD Board of Trustees Officers and Board of Trustees Reorganization**

**V. Recommendation(s)**

**1. Approval of the Selection for:**

- a. Director for Testing and Accountability**
- b. Alton Elementary School Principal**
- c. Cantu Elementary School Assistant Principal**
- d. Coordinator for Teacher Incentive Allotment**

**VI. Executive Session**

- 1. Private Consultation with Board Attorney if necessary (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, and Superintendent's Contract (Texas Gov't Code §551.074)**

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

**VIII. Important Dates to Remember**

- 1. Wednesday, August 2, 2023, Board of Trustees Workshop**
- 2. Wednesday, August 9, 2023, Regular Board of Trustees Meeting**
- 3. Wednesday, August 16, 2023, Students Return**

**IX. 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 5:00 p.m., on July 14, 2023.**

*Dr. Sharon A. Roberts*

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**Dr. Sharon A. Roberts, Acting Superintendent of Schools  
Mission Consolidated Independent School District**

**SUBJECT:** Consideration and Approval of Design for the Naming of the Mission High School Neuhaus Gym Floor

**PRESENTER:** Ricardo Rivera, Assistant Superintendent for Operations

### **BACKGROUND INFORMATION**

Community members have expressed an interest to the Administration and members of the Board of Trustees in naming the basketball court of the Mission High School Neuhaus Gymnasium. Board Policy CW(LOCAL) is the policy the board has adopted to govern the name of all facilities. There is no Legal Policy that governs the naming of facilities. The Board Policy CW(LOCAL) describes a process for appointing a committee to consider the naming of facilities and to make recommendations to the Board.

At the Regular Board meeting held on May 10, 2023, the Board approved Consideration and Possible Approval of Naming of the Mission High School Neuhaus Gymnasium Basketball Court.

Board Policy CW(LOCAL) states that the responsibility for final decisions in naming a District facility rests with the Board. Administration is prepared to move forward with directives given by the Board in regard to the possible naming of the basketball court at Neuhaus Gymnasium. This includes coordinating the process outlined in Policy. Per Board Policy, the President submitted individuals to serve on the Naming Committee and Administration requested public input on possible names. The Naming Committee held a meeting on Tuesday, May 30 to consider the nominations submitted by the community: Rene Garza and Roy Garcia. The Naming Committee will present their formal recommendation in person during the June 7, 2023, Board of Trustees Workshop

At the Regular Board meeting held on June 21, 2023, the Board approved Members of the Naming Committee presented their formal recommendation in person upon which the unanimous recommendation was Coach Rosendo “Roy” Garcia for the naming of the court at the V.F. Neuhaus Health and Physical Education Center located at Mission High School. The Naming Committee agreed that Coach Garcia met all the requirements set forth by the district policy naming facilities, (CW-Local). At this meeting Coach Rene Garza a member of the committee, being one of the two nominees, respectfully requested that his name be withdrawn from consideration.

### **ADMINISTRATIVE CONSIDERATIONS**

Administrative Staff have been working with the Committee and the family members of Coach Garcia on different design options. A meeting is scheduled to be held on Monday, July 24, 2023 with Committee Members and family members of Coach Garcia to review the design options and select which will be presented for Consideration and Approval of Design for the Naming of the Mission High School Neuhaus Gym Floor.

Once the design is presented and approved Administration with work together with the Mission High School campus and Athletic Department on scheduling the work on the gym floor.

### **FUNDING SOURCE**

General Fund

**RECOMMENDATION**

Administration presents Consideration and Approval of Design for the Naming of the Mission High School Neuhaus Gym Floor

**EXHIBIT:**

To be presented at the meeting

**CONTACT PERSONS**

Lorena Garcia, Deputy Superintendent for Support Services

Ricardo Rivera, Assistant Superintendent for Operations

**SUBJECT:** Discussion and Approval of Self-Funded Group Health Insurance Plan Design Changes and Increase to Employer and Employee Premiums

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

**BACKGROUND INFORMATION**

Mission CISD offers a self-funded group health insurance plan to its employees administered by Blue Cross Blue Shield of Texas. District employees have the option to elect health insurance coverage from three plans (High Deductible, Base, and High Plan).

As a self-funded group health insurance plan, Mission CISD assumes the financial risk for providing health care benefits to its employees and their dependents. In practical terms, Mission CISD pays for each out of pocket claim as they are incurred instead of paying a fixed premium to an insurance carrier. Mission CISD has set up the Health Insurance Fund to account for premiums funded by the District and its employees and to pay incurred claims and administrative costs.

**ADMINISTRATIVE CONSIDERATIONS**

Ms. Valeria Ybarra will be presenting the Self-Funded Group Health Insurance Plan Design Changes and Increase to Employer and Employee Premiums.

**FUNDING SOURCE AND AMOUNT**

Not applicable.

**RECOMMENDATION**

Information item only.

**CONTACT PERSON(S)**

Joel Garcia, Assistant Superintendent for Finance  
Sylvia Cruz, Director for Payroll, Employee Benefits & Risk Management



Proposal for:

Plan Design Changes and Employee Contribution Increase  
for Plan Year 2023 – 2024

&

Employer Contribution Increase  
for Fiscal Year 2023

By: Valeria Ybarra, Consultant



## Budget Review – No Changes

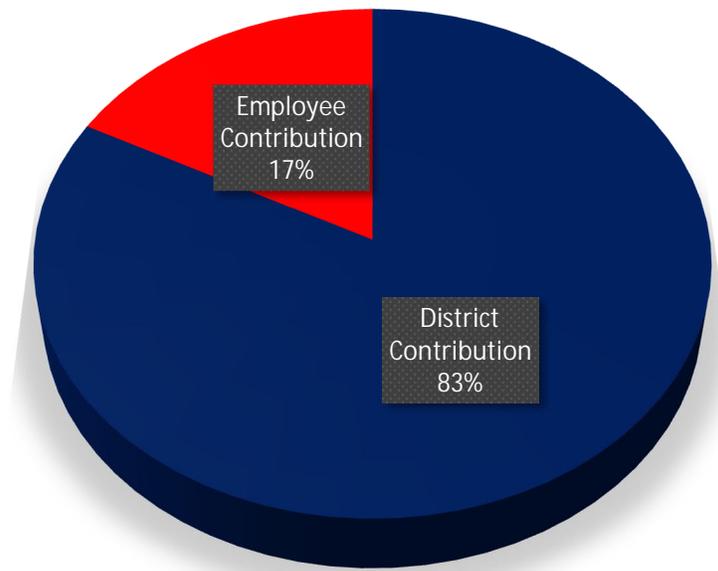
Mission CISD's Fiscal Year begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup>. Mission CISD's group medical plan begins on October 1<sup>st</sup> and ends on September 30<sup>st</sup>. The 2023 Fiscal Year budget includes current rates and estimated claims as well as 2023 renewal rates and estimated claims.

Included in FY 2023 budget:

Line Item	Percentage of Total	<i>Total Cost</i>
Estimated Claims from July 1, 2023 – September 30, 2023	20.55%	\$4,180,773.54
<b>Estimated Claims from October 1, 2023 – June 30, 2024</b>	<b>74.78%</b>	<b>\$15,210,036.96</b>
Administrative fees including agent commissions (current rate)	0.29%	\$58,227.27
Administrative fees including agent commissions (renewal rate)	-2.07%	-\$420,564.96
Specific Stop Loss Premium including agent commissions (current rate)	1.19%	\$242,919.39
Specific Stop Loss Premium including agent commissions (renewal rate)	4.31%	\$877,210.56
Aggregate Stop Loss Premium (current rate)	0.07%	\$14,987.31
Aggregate Stop Loss Premium (renewal rate)	0.23%	\$46,980.00
Wellness Program Fees (FY)	0.05%	\$10,000.00
Consulting Fees (FY)	0.22%	\$45,000.00
External Review Fees (FY)	0.00%	\$800.00
District Social Worker/Case Manager (FY)	0.32%	\$65,000.00
Compliance Fees	0.05%	\$9,690.00
<i>Total</i>		<i>\$20,341,060.07</i>

For FY 2023, the District will need to budget for a total of \$20,341,060.07 if plan design changes are not made.

### Contribution Distribution



## Plan Design Changes Review

Summary: The Plan Design controls what portion of medical expenses employees pay for when they use their benefits. It also controls and protects the Districts exposure. When a claim is submitted by a provider, the carrier discounts the claim and the District pays the difference between what the employee paid and the discounted rate. Changing the plan design shifts how providers are paid and can either increase or decrease your maximum claims exposure.

Each plan establishes the deductible, coinsurance, copays and out of pocket maximums. Services such as primary care office visits, specialist office visits, urgent care and prescription medications have a set copay. The copay is a fixed amount the employee is responsible for, for rendering these services/prescriptions. When a service is subject to the deductible then coinsurance, the employee will pay 100% of the discounted rate between the provider and the insurance company for such services until the employee meets their deductible. Once an individual deductible is met, the coinsurance will start to kick in. The plan then begins to pay for such services at a discounted rate and the employee pays the difference until the out-of-pocket max is met. Copays and the deductible go towards the out-of-pocket maximum.

Mission CISD currently offers its employees 3 different plan designs. The higher the deductible, the lower the cost. The illustration below represents the current and proposed plan designs.

*Note: The current plans will remain in force until September 30, 2023. Any changes to the plans will become effective on October 1, 2023 and will remain in effect until September 30, 2024.*

Plan Name	High Deductible	
Option	Current	Proposed
	In-Network	
Calendar Year Deductible (Ind/Fam) Embedded	\$1,750 / \$5,000	\$3,000 / \$9,000
Out of Pocket Maximum (Individual/Family)	\$6,600 / \$13,200	\$9,100 / \$18,200
Coinsurance (Carrier/Member)	70% / 30%	
In-Patient Hospital	Deductible + 30%	
Outpatient Surgery	Deductible + 30%	
Emergency Room	\$200 Copay / 20%	DED + 30%
Physician Office Visit / Specialist Copay	\$40 PCP / \$55 SPC	\$40 PCP / \$60 SPC
Urgent Care Copay	\$55	\$60
Prescription Drug Copay - Retail	\$5 / \$35/ \$55 / Spec 25% \$100 max	\$5 / \$35 / \$55 / Spc 25% \$200 max
Out of Pocket Maximum RX Only (Individual/Family)	Included in Med OPX	
	Out-of-Network	
Deductible (Individual/Family)	\$7,500 / \$22,500	\$9,000 / \$27,000
Coinsurance (Carrier/Member)	50% / 50%	
Out of Pocket Maximum (Individual/Family)	\$19,050/ \$38,100	Unlimited

<i>Plan Name</i>	<i>Base Plan</i>	
<i>Option</i>	<i>Current</i>	<i>Proposed</i>
	In-Network	
Calendar Year Deductible (Ind/Fam) Embedded	\$1,500/ \$4,500	\$2,000 / \$6,000
Out of Pocket Maximum (Individual/Family)	\$6,600 / \$13,200	\$8,750 / \$17,400
Coinsurance (Carrier/Member)	80% / 20%	
In-Patient Hospital	Deductible + 20%	
Outpatient Surgery	Deductible + 20%	
Emergency Room	\$200 Copay / 20%	DED + 20%
Physician Office Visit / Specialist Copay	\$30 PCP /\$45 SPC	\$30 PCP / \$50 SPC
Urgent Care Copay	\$45	\$50
Prescription Drug Copay - Retail	\$5 / \$35/ \$55 / Spec 25% \$100 max	\$5 / \$35 / \$55 / Spc 25% \$150 max
Out of Pocket Maximum RX Only (Individual/Family)	Included in Med OPX	
	Out-of-Network	
Deductible (Individual/Family)	\$4,500 / \$13,500	\$6,000 / \$18,000
Coinsurance (Carrier/Member)	50% / 50%	
Out of Pocket Maximum (Individual/Family)	\$19,050/ \$38,100	Unlimited

<i>Plan Name</i>	<i>High Plan</i>	
<i>Option</i>	<i>Current</i>	<i>Proposed</i>
	In-Network	
Calendar Year Deductible (Ind/Fam) Embedded	\$500/ \$1,500	\$750 / \$2,250
Out of Pocket Maximum (Individual/Family)	\$4,000 / \$11,000	\$5,000 / \$10,000
Coinsurance (Carrier/Member)	80% / 20%	
In-Patient Hospital	Deductible + 20%	
Outpatient Surgery	Deductible + 20%	
Emergency Room	\$200 Copay / 20%	
Physician Office Visit / Specialist Copay	\$20 PCP /\$35 SPC	
Urgent Care Copay	\$35	\$40
Prescription Drug Copay - Retail	\$5 / \$35/ \$55 / Spec 25% \$100 max	
Out of Pocket Maximum RX Only (Individual/Family)	Included in Med OPX	
	Out-of-Network	
Deductible (Individual/Family)	\$1,500 / \$4,500	\$2,250 / \$6,750
Coinsurance (Carrier/Member)	50% / 50%	
Out of Pocket Maximum (Individual/Family)	\$9,000/ \$27,000	Unlimited

Conclusion: If the proposed plan design changes illustrated in red are implemented, there will be a total estimated savings from the maximum expected claims cost of \$1,259,064.00 from October 1, 2023 – June 30, 2024.

<i>Max CLAIMS Cost Without Changes</i>	\$15,210,036.96
<i>Max CLAIMS Cost with Changes</i>	\$13,950,972.96
<i>Savings to CLAIMS with Changes</i>	\$1,259,064.00

## Max Funding – No Plan Design Changes Implemented

Summary: This illustration represents the average cost for the District and employees if no plan design changes are made. The maximum expected cost includes budgetary items listed on page 1.

Conclusion: If no plan design changes are made, the District will need to increase contributions by 27.88% and employees will need to increase contributions by 25%.

FY Time Period	July 1, 2022 - June 30, 2023 (Current)	July 1, 2023 - September 30, 2023	October 1, 2023 - June 30, 2024
		% Change	% Change
District Contribution (PEPM)	\$531.21	\$694.03	\$664.54
Employee Contribution (PEPM)	\$117.93	\$117.93	\$147.41
Total Average Cost (PEPM)	\$649.14	\$811.96	\$811.96
Average Subscriber Count	2088	2088	2088
Premium:			
Medical - Employer	\$13,309,997.76	\$4,347,380.18	\$12,488,105.40
Medical - Employee	\$2,954,854.08	\$738,713.52	\$2,770,175.70
Total Deposits	\$16,264,851.84	\$5,086,093.70	\$15,258,281.10
<i>District % Increase for FY 2023</i>		27.88%	
<i>Total Deposits for FY 2023</i>		\$20,344,374.80	
<i>Max Expected Cost</i>		\$20,341,060.07	

## Max Funding – Plan Design Changes Implemented

Summary: This illustration represents the average cost for the District and employees if plan design changes are implemented. The maximum expected claims cost includes budgetary items listed on page 1 and the savings illustrated on page 3.

Conclusion: With the proposed plan design changes, the District will need to increase contributions by 20.11% and employees will need to increase contributions by 10%.

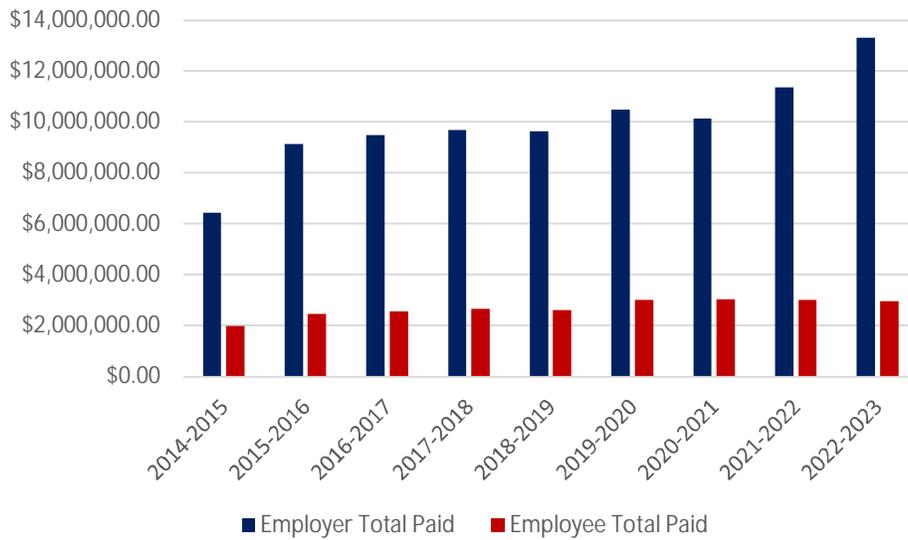
FY Time Period	July 1, 2022 - June 30, 2023 (Current)	July 1, 2023 - September 30, 2023	October 1, 2023 - June 30, 2024
		% Change	% Change
District Contribution (PEPM)	\$531.21	\$643.93	\$632.14
Employee Contribution (PEPM)	\$117.93	\$117.93	\$129.72
Total Average Cost (PEPM)	\$649.14	\$761.86	\$761.86
Average Subscriber Count	2088	2088	2088
Premium:			
Medical - Employer	\$13,309,997.76	\$4,033,595.69	\$11,879,173.00
Medical - Employee	\$2,954,854.08	\$738,713.52	\$2,437,754.62
Total Deposits	\$16,264,851.84	\$4,772,309.21	\$14,316,927.62
<i>District % Increase for FY 2023</i>		20.11%	
<i>Total Deposits for FY 2023</i>		\$19,089,236.82	
<i>Max Expected Cost</i>		10	\$19,081,996.07

## Premium History

Summary: In the last 10 years, employee deductions have only increased one time, prior to COVID. During COVID, medical procedures such as diagnostic procedures were halted causing an increase in medical spend in the subsequent years.

- From 2014 – 2019 the District contributed an average of \$347 per employee per month. The average employee contribution was \$100 for employee, spouse, and dependent coverage.
- The District's contribution increased from 2019-2021 to \$409 per employee per month. The average employee contribution increased in 2019 to \$119. The employee contribution has not increased since 2019.
- The District's contribution increased in 2021 to \$450.18 per employee per month.
- The District's contribution increased in 2022 to \$531.21 per employee per month.

Below illustrates the increase in medical spend compared to the increase in the employer vs employee contributions from 2014-2023.



## Payroll Deduction Increase – Employee Impact

Below illustrates the impact a 10% rate increase will have on employee payroll deductions based on elected plan and enrolled members. The average increase to employee payroll deductions is \$42.85.

All proposed payroll deduction increases are for an October 1, 2023 effective date.

High Deductible \$1,750 / High Deductible \$3,000	FY 2022 Employee Cost	FY 2023 Employee Cost	Monthly Increase	Annual Increase
Employee Only	\$25.50	\$28.05	\$2.55	\$30.60
Employee & Spouse	\$278.20	\$306.02	\$27.82	\$333.84
Employee & Child(ren)	\$322.07	\$354.28	\$32.21	\$386.52
Employee & Family	\$453.68	\$499.05	\$45.37	\$544.44

Base Plan \$1,500 / Base Plan \$2,000	FY 2022 Employee Cost	FY 2023 Employee Cost	Monthly Increase	Annual Increase
Employee Only	\$39.93	\$43.92	\$3.99	\$47.88
Employee & Spouse	\$395.71	\$435.28	\$39.57	\$474.84
Employee & Child(ren)	\$490.86	\$539.95	\$49.09	\$589.08
Employee & Family	\$850.79	\$935.87	\$85.08	\$1,020.96

High Plan \$500 / High Plan \$750	FY 2022 Employee Cost	FY 2023 Employee Cost	Monthly Increase	Annual Increase
Employee Only	\$103.98	\$114.38	\$10.40	\$124.80
Employee & Spouse	\$515.21	\$566.73	\$51.52	\$618.24
Employee & Child(ren)	\$625.20	\$687.72	\$62.52	\$750.24
Employee & Family	\$1,041.17	\$1,145.29	\$104.12	\$1,249.44

## Contribution Increase – District Impact

Below illustrates the District's 20.11% contribution increase per employee per month. The proposed changes will become effective July 1, 2023 and will remain in force until June 30, 2024.

FY 2022 Employer Cost	FY 2023 Employer Cost	Increase
\$531.21	\$638.04	\$106.83

## Recommendation

Plan Design: Implement plan design changes for an estimated savings of \$1,259,064.00 for FY 2023. The District will need to budget for a total of \$19,081,996.07.

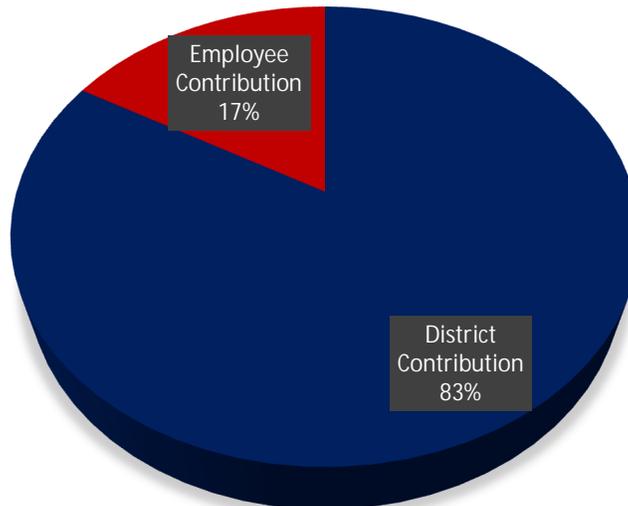
Deductions: Increase the districts contribution by 20.11% effective July 1, 2023. Increase the employee deductions by 10% effective October 1, 2023.

Included in FY 2023 budget:

Line Item	Percentage of Total	Total Cost
Estimated Claims from July 1, 2023 – September 30, 2023	21.91%	\$4,180,773.54
<b>Estimated Claims from October 1, 2023 – June 30, 2024</b>	<b>73.11%</b>	<b>\$13,950,972.96</b>
Administrative fees including agent commissions (current rate)	0.31%	\$58,227.27
Administrative fees including agent commissions (renewal rate)	-2.20%	-\$420,564.96
Specific Stop Loss Premium including agent commissions (current rate)	1.27%	\$242,919.39
Specific Stop Loss Premium including agent commissions (renewal rate)	4.60%	\$877,210.56
Aggregate Stop Loss Premium (current rate)	0.08%	\$14,987.31
Aggregate Stop Loss Premium (renewal rate)	0.25%	\$46,980.00
Wellness Program Fees (FY)	0.05%	\$10,000.00
Consulting Fees (FY)	0.24%	\$45,000.00
External Review Fees (FY)	0.00%	\$800.00
District Social Worker/Case Manager (FY)	0.34%	\$65,000.00
Compliance Fees	0.05%	\$9,690.00
<i>Total</i>		<i>\$19,081,996.07</i>

## Contribution Distribution

For FY 2023, the District and employees will both increase contributions, leaving their contribution distribution ratio the same as current.



**SUBJECT:** Employer Paid and Voluntary Ancillary Insurance RFP – Voluntary Whole Life Insurance

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

**BACKGROUND INFORMATION**

Mission CISD currently offers health and basic life insurance benefits to its employees and their dependents through a self-funded health plan, administered by Blue Cross Blue Shield of Texas. The insurance plan year begins October 1st and ends September 30th. At their own expense, employees may also enroll in supplemental insurance programs for Dental, Vision, Cancer, Critical Illness, Hospital Indemnity Plans, Child Dependent Care, Flexible Spending Accounts, Whole Life, Accident, Supplemental Term Life, and Disability. Premiums for these programs are paid by payroll deduction. The District has solicited proposals for all Employee Benefits Insurance.

**ADMINISTRATIVE CONSIDERATIONS**

The District solicited Requests for Proposals in compliance with TEC Sec 44.031(a), requiring an approved procurement method 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 for Self-Insured: 17
- 2. Number of responses received for Voluntary: 44

**RECOMMENDATION**

The District’s Insurance Consultant, Valeria Ybarra, presented analysis and recommendations at the June 21, 2023, Regular Board Meeting. Insurance Consultant inadvertently failed to make the recommendation for the Voluntary Whole Life Insurance. Ms. Ybarra will be presenting recommendation for approval.

**CONTACT PERSON(S)**

Joel Garcia, Assistant Superintendent for Finance  
Sylvia Cruz, Director for Payroll, Employee Benefits & Risk Management  
Anabel Garza, Coordinator for Purchasing



# Employer Paid and Voluntary Ancillary RFP 415-24-0 WHOLE LIFE

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Presented by:  
Valeria Ybarra, Consultant  
Acrisure LLC dba Carlisle Insurance

# Voluntary Whole Life Insurance

## **Response**

- Texas Life Insurance
- Texas Republic Life
- Total Responses: 2

## **Recommendation**

- Texas Republic Life
- Agent of Record: Jeff Everitt & Associates

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**CARLISLE**  
**INSURANCE**

— SINCE 1925 —

ACRISURE® PARTNER

**SUBJECT:** Approval of Interlocal Agreement with the City of Mission for Police Services for the 2023 - 2024 School Year

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

**BACKGROUND INFORMATION**

The City of Mission will provide fifteen (15) Texas Certified Police Officers to Mission CISD.

The Mission CISD, with the cooperation of the City of Mission Police Department, will attempt to achieve the following objectives:

1. Provide a safe learning environment.
2. The reduction of drug and alcohol abuse, and juvenile crime among students.
3. Educate targeted students and faculty in the following:
  - The identification of gangs and their effects.
  - The identification of drugs and their effects.
  - Development of positive decision-making skills.
  - Development of individual self-esteem, self-worth, and self-respect.
  - Development of drugs, alcohol, and gang resistance techniques.
4. Develop good rapport among police, students, faculty, and the community while maintaining a positive law and order role model for the students.
5. Participate in other school activities and events when appropriate.
6. Report documented incidents of a delinquent or criminal nature to the campus Principal and Operations Commander.
7. Take positive enforcement action when confronted by a violation of Federal Law, State Law, and any City Ordinance.

**ADMINISTRATIVE CONSIDERATIONS**

The agreement's performance period shall commence on the 16th day of August 2023 and end on the 24th day of May 2024. The agreement also includes staffing one Mission PD officer for the 2023-2024 summer school.

The total cost of the basic agreement (excluding supplemental duty pay) is estimated at approximately \$960,935.24, and the CONTRACTOR agrees to use its best effort to perform all work described for this estimated cost.

The agreement has been reviewed by Legal Counsel.

**FUNDING SOURCE AND AMOUNT**

General Fund \$960,935.24

**RECOMMENDATION**

Approval of Interlocal Agreement with the City of Mission for Police Services for the 2023 - 2024 School Year

**CONTACT PERSON (S)**

Carol G. Perez, Ed.D. Superintendent of Schools  
Lorena Garcia, Deputy Superintendent for Support Services  
Joel Garcia, Assistant Superintendent for Finance  
Martin Castañeda, Coordinator for Safety and Security

## **INTERLOCAL AGREEMENT FOR POLICE SERVICES**

This INTERLOCAL AGREEMENT FOR POLICE SERVICES (Agreement) is made by and between the City of Mission, Texas (Contractor) and the Mission Consolidated Independent School District (Agency) this 19th day of July 2023.

### **PREMISES**

Whereas, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services, and

Whereas, the Texas Education Code §37.081 gives the Board of Trustees the power to employ security personnel and commissioned peace officers to carry out the effects of that Chapter, and

Whereas, the City of Mission, Texas is a Texas Municipality and Home Rule City as set forth in VTCA Government Code § 791.003 (4), and

Whereas, the Mission Consolidated Independent School District is a Texas School District and local governmental entity as set forth in VTCA Government Code §791.003, and

Whereas, the Mission CISD School Resource Officers and the City of Mission all have the authority to perform law enforcement functions within their respective jurisdictional areas, and

Whereas, the Parties are of the opinion that achieving the objectives of law enforcement, the protection of students, and maintenance of a safe learning environment within the Mission CISD can be facilitated by establishing a cooperative approach to law enforcement, and that the performance of this Agreement is in the common interest of both parties and that the division of cost fairly compensates the performing party for the services under this contract,

Whereas, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance, or those payments from current revenues legally available to each party:

Now therefore, in consideration of the promises and mutual covenants herein contained, it as agreed, under the authority of Section 791.001 – 791.029 of the Texas Government Code, as follows:

## AGREEMENT

### ARTICLE 1. STATEMENT OF WORK:

CONTRACTOR agrees to perform, in a good professional manner to be approved by the AGENCY, the following:

- I. The CONTRACTOR shall assign and provide to AGENCY'S campuses fifteen (15) Texas Certified Police Officers during the 2023-2024 school year. Specific campus and time assignments will be mutually agreed to by the Operations Commander and AGENCY. Furthermore, the CONTRACTOR agrees to assign one (1) or more officers as needed in furtherance of the contract to provide services during Summer school being held at a campus designated by the AGENCY within the CONTRACTOR's jurisdiction. Upon AGENCY's written request at any time during the term of this Agreement, CONTRACTOR provide an additional number of officers to reasonably meet AGENCY's needs. CONTRACTOR shall have ten (10) calendar days to provide notice to AGENCY regarding whether CONTRACTOR will be able to accommodate AGENCY'S request. In the event that additional officers are required during the term of this Agreement under this section, AGENCY shall provide additional consideration in accordance with Article 7 of this Agreement. In the event that additional officers are provided as described in this section, the same rules regarding their assignment to AGENCY will apply. Time assignments are not limited to any particular time of day. CONTRACTOR agrees that officers may be assigned to sporting events or other extra-curricular activities as coordinated by the AGENCY's Director of Safety & Security. Any officer assigned under this Agreement will be subject to the approval of the Superintendent, Director of Safety & Security, and the campus Principal. The assigned officer(s) will provide services during regular school hours on each and every day classes are in session. The parties acknowledge the importance of having the same officer(s) present at the district on a day-to-day basis in order to promote continuity and familiarity with the district and students. The parties agree that any substitutions of personnel by the CONTRACTOR will be discussed and mutually agreed upon before the substitution is made.
  
- II. CONTRACTOR shall provide police presence on and around school campuses and all AGENCY property, including, without limitation, traffic enforcement, and pedestrian crosswalk policing, etc. The Chief of

Police and Superintendent may vary the duties of each officer taking into account the safety of each student, school district employee, and non-school person. The assigned officer(s) will coordinate and cooperate with the Director of Safety & Security and the campus Principal but will be directly supervised by the Chief of Police. The duties, schedule, and responsibilities of the assigned officer(s) on days when classes are not in session will be mutually agreed upon and determined by the Chief of Police, the Director of Safety & Security, and the campus Principal.

At all times during the term of this Agreement, the law enforcement personnel provided by the CONTRACTOR will remain, and shall be considered, employees of the CONTRACTOR and not employees of the AGENCY. The CONTRACTOR will be responsible for maintaining accurate records of the dates and hours of service, and any other information regarding the personnel assigned to the AGENCY that may be necessary in connection with the performance of this Agreement.

Unless agreed to in advance in particular situations, any officer assigned to serve at any AGENCY campus will dress in a uniform identifying him/her as a member of the Police Department of the CONTRACTOR and will carry the usual equipment, such as sidearm, belt and holster, badge, and the like. At all times covered by this Agreement, any officer assigned to serve at any AGENCY campus will be a commissioned, full-time, regular-duty peace officer employed and properly trained by the CONTRACTOR.

The Director of Safety & Security and the Principal of each campus that uses the services of a campus peace officer will coordinate and work with that peace officer(s) with respect to the law enforcement services provided and any special issues that warrant increased attention. The Director of Safety & Security and the campus Principal will have the discretion to establish the daily tasks of the officer assigned to that campus, including designating specific campus issues to be addressed.

- III. CONTRACTOR shall ensure that assigned officers comply with all departmental policies and procedures, including, but not limited to, city policies and state and federal statutes, procedures, and directives.
- IV. Officers may execute arrest authority.
- V. Officers shall function as Certified Peace Officers of the State of Texas and shall comply with all duties and obligations which they have under state

and federal law as licensed peace officers.

ARTICLE 2. OBJECTIVES:

CONTRACTOR’S objectives under this Agreement include, but are not limited to, the following:

1. Provide a safe learning environment by fulfilling their obligations as licensed peace officers.
2. Serve as a visible deterrent, through their presence and actions as peace officers to reduce drug abuse, alcohol abuse and other crime amongst students.
3. Educate faculty in the following:
  - Identification of gangs and their effects
  - Identification of drugs and their effects
4. Participate in other school activities and events when appropriate.
5. Report incidents (in writing) of a delinquent criminal nature to the Director of Safety & Security, the campus Principal, and the Operations Commander.
6. Take positive enforcement action as a law enforcement officer when confronted by a violation of Federal Law, State Law, and any City Ordinance.
7. Promote and support organizational strategies of the District to address the causes and reduce the fear of crime and social disorder through problem-solving tactics and their work as peace officers within the District.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF THE AGENCY:

The AGENCY will provide the following to the CONTRACTOR:

1. Access to telephones
2. Administrative and clerical support whenever possible from the campus and central office
3. Supplies and materials within an approved budget, and
4. Other support as requested

ARTICLE 4. JURISDICTION AND SCOPE OF DUITES OF EMPLOYED OFFICERS:

The agency hereby determines that the jurisdiction of any officer exercising the terms under this agreement shall include all territory, within the boundaries of the School District and also all property outside the boundaries of the District that is owned, leased or rented by or otherwise under the control of the Mission CISD. The agency further determines that the Police Officers assigned under this agreement shall have the following powers:

- I.) All the powers privileges and immunities as police officers.
- II.) The powers to enforce all laws, including municipal ordinances, county ordinances and state laws, and may, in accordance with Chapter 52, Texas Family Code take a juvenile into custody.
- III.) Enforcing any and all laws of Hidalgo County and the State of Texas and the rules of the school district which have a direct bearing on the safety and welfare of students within the District.
- IV.) The Mission Police Officers provided under the terms of this Interlocal agreement shall have jurisdiction and lawful authority to provide police services under the terms of this agreement even if they are off duty. However, nothing in this agreement shall require any Mission Police Officer to provide police services pursuant to this agreement if off duty.

ARTICLE 5. TERMS:

The period of performance of the agreement shall commence on the 16<sup>th</sup> day of August 2023 and shall end on the 24<sup>th</sup> day of May 2024. The total number of days for payment will be 186 days. This is based on 173 instructional and 13 staff development days. No cost will be incurred or charged on the agreement prior to the starting date or subsequent to the ending date. All days are payable based on eight (8) hour-day terms.

ARTICLE 6. SUPPLEMENTAL DUTY PAY:

The CONTRACTOR will provide the services of uniformed, sworn law enforcement personnel for the purpose of providing security and crowd control for athletic and special events, including but not limited to the first and last weeks of school, as sponsored by the AGENCY. If AGENCY determines that heightened officer presence is necessary to meet the nonemergency security needs of AGENCY, CONTRACTOR will provide the number of officers reasonably necessary as requested by the AGENCY for any such event. The CONTRACTOR will designate an officer in charge at each such event, and such officer in charge will coordinate the services provided with a representative of the AGENCY.

ARTICLE 7. CONSIDERATION:

It is estimated that the total cost of the basic agreement (excluding supplemental duty pay) will not exceed \$960,935.24 and the CONTRACTOR agrees to use its best effort to perform all work described for this estimated cost. If at any time the total cost for performance of said work will be greater than above estimated cost, then CONTRACTOR shall notify AGENCY to the effect, giving its revised estimate of the total cost. AGENCY is not obligated to pay any amount exceeding the estimated cost indicated in this section unless such amount is approved by AGENCY in writing before the cost is incurred.

ARTICLE 8. TRAINING:

The AGENCY will reimburse the CONTRACTOR for state-mandated training for School Resource Officers attending training in the amount that will not exceed \$1,500.00 per school year, per officer assigned to a Mission CISD campus providing duties under this agreement. The CONTRACTOR will provide the AGENCY with copies of documents indicating satisfactory completion of the state-mandated course. Once proper documentation has been provided to the AGENCY, payment will be processed within 15-30 days.

ARTICLE 9. PAYMENT:

Payment for services will be processed only when proper documentation has been provided for the AGENCY business office for payment. Proper business accounting will be utilized. Once proper documentation has been provided to the AGENCY, payment will be processed within 15-30 days.

ARTICLE 10. MEDIATION:

It is the policy of the State of Texas to encourage resolution of any disputes through alternative dispute resolution procedures such as non-binding mediation. Any dispute between the parties to this agreement which is not resolved through informal discussion may be submitted to a mutually acceptable mediation service or provider for non binding mediation. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking legal or equitable relief from a court of competent jurisdiction.

ARTICLE 11. VENUE AND JURISDICTION:

The parties acknowledge that exclusive venue for any such action for breach of this agreement shall be the County and District courts of Hidalgo County, Texas.

ARTICLE 12. MODIFICATION OF AGREEMENT:

This document constitutes the entire agreement between the AGENCY and CONTRACTOR and may be modified only by written agreement executed by both the AGENCY and CONTRACTOR.

ARTICLE 13. DUTIES:

Officers shall only be assigned duties by the District which are consistent with their existing obligations as licensed peace officers.

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY:

Neither the Mission Consolidated Independent School District or the City of Mission, Texas do, by way of this contract, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Local Government Code. The fact that the Mission CISD and the City of Mission have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

ARTICLE 15. RESPONSIBILITY:

This Agreement is a contract for the performance of governmental functions by governmental entities, and the parties will be engaged in the conduct of a governmental function while providing and/or performing any service under this Agreement. With respect to the services provided under this Agreement, the CONTRACTOR will be an independent contractor to the AGENCY. Any peace officer assigned to duty at any AGENCY campus pursuant to this Agreement will not be considered an employee of the AGENCY, but will at all times remain an employee of the CONTRACTOR.

It is understood and agreed between the parties that each party will be responsible for its own acts or omissions, including the acts or omissions of its employees, officers, trustees, and agents. Where injury or property damage result from the joint or concurring negligence of both parties, liability, if any, will be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. Under no circumstances shall AGENCY be subject to any tort liability for which it is currently immune.

The parties specifically agree that each party will be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing any complaint, claim or cause of action brought against itself, its respective employees, officers, trustees or agents, resulting from the provision of services pursuant to this Agreement.

Nothing in this Agreement will be construed to waive, modify or amend any legal defense available to the parties, or any past or present Trustee, officer, agent or employee, including, but not limited to governmental immunity from suit as provided by law.

ARTICLE 16. MISCELLANEOUS:

There are no third-party beneficiaries to this Agreement.

AGENCY may terminate this Agreement at any time and for any or no reason by providing thirty (30) days' prior written notice to CONTRACTOR.

**CONTRACTOR:**

**City of Mission**

\_\_\_\_\_  
Randy Perez  
City Manager

\_\_\_\_\_  
Cesar Torres  
Chief of Police

**AGENCY:**

**Mission Consolidated Independent School District**

\_\_\_\_\_  
Veronica "Betty" Mendoza, President  
Mission CISD Board of Trustees

\_\_\_\_\_  
Carol G. Perez, Ed. D.  
Superintendent of Schools

**SUBJECT:** Approval of Interlocal Agreement with the City of Alton for Police Services for the 2023 - 2024 School Year

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

### **BACKGROUND INFORMATION**

The City of Alton will provide six (6) Texas Certified Police Officers to Mission CISD.

The Mission CISD, with the cooperation of the City of Alton Police Department, will attempt to achieve the following objectives:

1. Provide a safe learning environment.
2. The reduction of drug and alcohol abuse, and juvenile crime among students.
3. Educate targeted students and faculty in the following:
  - The identification of gangs and their effects.
  - The identification of drugs and their effects.
  - Development of positive decision-making skills.
  - Development of individual self-esteem, self-worth, and self-respect.
  - Development of drugs, alcohol, and gang resistance techniques.
4. Develop good rapport among police, students, faculty, and the community while maintaining a positive law and order role model for the students.
5. Participate in other school activities and events when appropriate.
6. Report documented incidents of a delinquent or criminal nature to the campus Principal and Operations Commander.
7. Take positive enforcement action when confronted by a violation of Federal Law, State Law, and any City Ordinance.

**October 12, 2022** - The Mission CISD Board of Trustees approved the Memorandum of Understanding with the City of Alton for the COPS Hiring Program (CHP). The program would help the District with the cost of four Texas Certified Police officers. The original terms of the MOU stated that the COPS Hiring Program would pay 75% of the cost for four officers, and the District would pay 25%.

**December 1, 2022** - the City of Alton informed Mission CISD that they received approval for a waiver that would pay for the District's portion. Therefore, the COPS Hiring Program will pay 100% of the salary of four Texas Certified Police officers. The City of Alton kindly requested that Mission CISD pay for 100% of the salary for the original two (2) officers.

## **ADMINISTRATIVE CONSIDERATIONS**

The agreement's performance period shall commence on the 16th day of August 2023 and end on the 24th day of May 2024. The agreement also includes staffing one Alton PD officer for the 2023-2024 summer school.

The total cost of the basic agreement (excluding supplemental duty pay) is estimated at approximately \$156,647.22 and the CONTRACTOR agrees to use its best effort to perform all work described for this estimated cost.

The agreement has been reviewed by Legal Counsel.

## **FUNDING SOURCE AND AMOUNT:**

General Fund \$156,647.22 (2) officers  
COPS Hiring Program (4) officers

## **RECOMMENDATION:**

Approval of Interlocal Agreement with the City of Alton for Police Services for the 2023 - 2024 School Year

## **CONTACT PERSON (S)**

Carol G. Perez, Ed.D. Superintendent of Schools  
Lorena Garcia, Deputy Superintendent for Support Services  
Joel Garcia, Assistant Superintendent for Finance  
Martin Castañeda, Coordinator for Safety and Security

**INTERLOCAL AGREEMENT  
FOR POLICE SERVICES**

This INTERLOCAL AGREEMENT FOR POLICE SERVICES (Agreement) is made by and between the City of Alton, Texas (Contractor) and the Mission Consolidated Independent School District (Agency) this 19th day of July 2023.

**PREMISES**

Whereas, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services, and

Whereas, the Texas Education Code §37.081 gives the Board of Trustees the power to employ security personnel and commissioned peace officers to carry out the effects of that Chapter, and

Whereas, the City of Alton, Texas is a Texas Municipality and Home Rule City as set forth in VTCA Government Code §791.003(4), and

Whereas, the Mission Consolidated Independent School District is a Texas School District and local governmental entity as set forth in VTCA Government Code §791.003, and

Whereas, the Mission CISD School Resource Officers and the City of Alton all have the authority to perform law enforcement functions within their respective jurisdictional areas, and

Whereas, the Parties are of the opinion that achieving the objectives of law enforcement, the protection of students, and maintenance of a safe learning environment within the Mission CISD can be facilitated by establishing a cooperative approach to law enforcement, and that the performance of this Agreement is in the common interest of both parties and that the division of cost fairly compensates the performing party for the services under this contract,

Whereas, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance, or those payments from current revenues legally available to each party:

Now therefore, in consideration of the promises and mutual covenants herein contained, it was agreed, under the authority of Section 791.001 – 791.029 of the Texas Government Code, as follows:

## AGREEMENT

### ARTICLE 1. STATEMENT OF WORK:

CONTRACTOR agrees to perform, in a good professional manner to be approved by the AGENCY, the following:

- I. The CONTRACTOR shall assign and provide to AGENCY'S Alton campuses six (6) Texas Certified Police Officers during the 2023-2024 school year. Specific campus and time assignments will be mutually agreed to by the CONTRACTOR and AGENCY. Furthermore, the CONTRACTOR agrees to assign one (1) or more officers as needed in furtherance of the contract to provide services during Summer school being held at a campus designated by the AGENCY within the CONTRACTOR's jurisdiction. Upon AGENCY's written request at any time during the term of this Agreement, CONTRACTOR provide an additional number of officers to reasonably meet AGENCY's needs. CONTRACTOR shall have ten (10) calendar days to provide notice to AGENCY regarding whether CONTRACTOR will be able to accommodate AGENCY'S request. In the event that additional officers are required during the term of this Agreement under this section, AGENCY shall provide additional consideration in accordance with Article 7 of this Agreement. In the event that additional officers are provided as described in this section, the same rules regarding their assignment to AGENCY will apply. Time assignments are not limited to any particular time of day. CONTRACTOR agrees that officers may be assigned to sporting events or other extra-curricular activities and coordinated by the AGENCY designee. Any officer assigned under this Agreement will be subject to the approval of the Superintendent, Director of Safety & Security and the campus Principal. The assigned officer(s) will provide services during regular school hours on each and every day classes are in session. The parties acknowledge the importance of having the same officer(s) present at the district on a day-to-day basis in order to promote continuity and familiarity with the district and students. The parties agree that any substitutions of personnel by the CONTRACTOR will be discussed and mutually agreed upon before the substitution is made.
  
- II. CONTRACTOR shall provide police presence on and around school campuses and all AGENCY property, including, without limitation, traffic enforcement and pedestrian crosswalk policing, etc. The Chief of Police and Superintendent may vary the duties of each officer taking into account the safety of each student, school district employee, and non-- school person. The assigned officer(s) will coordinate and cooperate with the AGENCY's Director of Safety

& Security and campus Principal, but will be directly supervised by the Chief of Police. The duties, schedule and responsibilities of the assigned officer(s) on days when classes are not in session will be mutually agreed upon and determined by the Chief of Police and the AGENCY's Director of Safety & Security.

At all times during the term of this Agreement, the law enforcement personnel provided by the CONTRACTOR will remain, and shall be considered, employees of the CONTRACTOR and not employees of the AGENCY. The CONTRACTOR will be responsible for maintaining accurate records of the dates and hours of service, and any other information regarding the personnel assigned to the AGENCY that may be necessary in connection with the performance of this Agreement.

Unless agreed to in advance in particular situations, any officer(s) assigned to serve at any AGENCY campus will dress in a uniform identifying him/her as a member of the Police Department of the CONTRACTOR and will carry the usual equipment, such as sidearm, belt and holster, badge, and the like. At all times covered by this Agreement, any officer assigned to serve at any AGENCY campus will be a commissioned, full-time, regular-duty peace officer employed and properly trained by the CONTRACTOR.

The AGENCY's Coordinator of Safety & Security and Principal of each campus that uses the services of a campus peace officer will coordinate and work with that peace officer(s) with respect to the law enforcement services provided and any special issues that warrant increased attention. The AGENCY's Director of Safety & Security and campus Principal will have the discretion to establish the daily tasks of the officer assigned to that campus, including designating specific campus issues to be addressed.

- III. CONTRACTOR shall ensure that assigned officers comply with all departmental policies and procedures, including, but not limited to, city policies and state and federal statutes, procedures, and directives.
- IV. Officers may execute arrest authority.
- V. Officers shall function as Certified Peace Officers of the State of Texas and shall comply with all duties and obligations which they have under state and federal law as licensed peace officers.

ARTICLE 2. OBJECTIVES:

CONTRACTOR’S objectives under this Agreement include, but are not limited to, the following:

1. Provide a safe learning environment by fulfilling their obligations as licensed peace officers.
2. Serve as a visible deterrent, through their presence and actions as peace officers to reduce drug abuse, alcohol abuse and other crime amongst students.
3. Educate faculty in the following:
  - Identification of gangs and their effects
  - Identification of drugs and their effects
4. Participate in other school activities and events when appropriate.
5. Report incidents (in writing) of a delinquent criminal nature to the Agency’s Director of Safety & Security, the campus Principal and CONTRACTOR’s Operations Commander.
6. Take positive enforcement action as a law enforcement officer when confronted by a violation of Federal Law, State Law and any City Ordinance.
7. Promote and support organizational strategies of the District to address the causes and reduce the fear of crime and social disorder through problem solving tactics and their work as peace officers within the District.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF THE AGENCY:

The AGENCY will provide the following to the CONTRACTOR:

1. Access to telephones
2. Administrative and clerical support whenever possible from the campus and central office
3. Supplies and materials within an approved budget, and
4. Other support as requested

The agency hereby determines that the jurisdiction of any officer exercising the terms under this agreement shall include all territory, within the boundaries of the School District and also all property outside the boundaries of the District that is owned, leased or rented by or otherwise under the control of the Mission CISD. The agency further determines that the Police Officers assigned under this agreement shall have the following powers:

ARTICLE 4. JURISDICTION AND SCOPE OF DUTIES OF EMPLOYED OFFICERS

- I.) All the powers privileges and immunities as police officers.
- II.) The powers to enforce all laws, including municipal ordinances, county Ordinances and state laws, and may, in accordance with Chapter 52, Texas Family Code take a juvenile into custody.
- III.) Enforcing any and all laws of Hidalgo County and the State of Texas and the rules of the school district which have a direct bearing on the safety and welfare of students within the District.
- IV.) The Alton Police Officers provided under the terms of this Interlocal agreement shall have jurisdiction and lawful authority to provide police services under the terms of this agreement even if they are off duty. However, nothing in this agreement shall require any Alton Police Officer to provide police services pursuant to this agreement if off duty.

ARTICLE 5. TERMS:

The period of performance of the agreement shall commence on the 16<sup>th</sup> day of August 2023 and shall end on the 24<sup>th</sup> day of May 2024. The total number of days for payment will be 186 days. This is based on 173 instructional and 13 staff development days. No cost will be incurred or charged on the agreement prior to the starting date or subsequent to the ending date. All days are payable based on eight (8) hour-day terms.

ARTICLE 6. SUPPLEMENTAL DUTY PAY:

The CONTRACTOR will provide the services of uniformed, sworn law enforcement personnel for the purpose of providing security and crowd control for athletic and special events, including but not limited to the first and last weeks of school, as sponsored by the AGENCY and coordinated by the Director for Safety & Security. If AGENCY determines that heightened officer presence is necessary to meet the nonemergency security needs of AGENCY, CONTRACTOR will provide the number of officers reasonably necessary as requested by the AGENCY for any such event. The CONTRACTOR will designate an officer in charge at each such event, and such officer in charge will coordinate the services provided with a representative of the AGENCY.

The CONTRACTOR will bill separately for any such services provided pursuant to this section.

ARTICLE 7. CONSIDERATION:

It is estimated that the total cost of the basic agreement (excluding supplemental duty pay) will not exceed \$156,647.22. And the CONTRACTOR agrees to use its best effort to

perform all work described for this estimated cost. If at any time the total cost for performance of said work will be greater than above estimated cost, then CONTRACTOR shall notify AGENCY to the effect, giving its revised estimate of the total cost. AGENCY is not obligated to pay any amount exceeding the estimated cost indicated in this section unless such amount is approved by AGENCY in writing before the cost is incurred.

ARTICLE 8. TRAINING:

The AGENCY will reimburse the CONTRACTOR for state-mandated training for School Resource Officers attending training in the amount that will not exceed \$1,500.00 per school year, per officer assigned to a Mission CISD campus providing duties under this agreement. The CONTRACTOR will provide the AGENCY with copies of documents indicating satisfactory completion of the state-mandated course. Once proper documentation has been provided to the AGENCY, payment will be processed within 15-30 days.

ARTICLE 9. PAYMENT:

Payment for services will be processed only when proper documentation has been provided for the AGENCY business office for payment. Proper business accounting will be utilized. Once proper documentation has been provided to the AGENCY, payment will be processed within 15-30 days.

ARTICLE 10. MEDIATION:

It is the policy of the State of Texas to encourage resolution of any disputes through alternative dispute resolution procedures such as non-binding mediation. Any dispute between the parties to this agreement which is not resolved through informal discussion may be submitted to a mutually acceptable mediation service or provider for non-binding mediation. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking legal or equitable relief from a court of competent jurisdiction.

ARTICLE 11. VENUE AND JURISDICTION:

The parties acknowledge that exclusive venue for any such action for breach of this agreement shall be the County and District courts of Hidalgo County, Texas.

ARTICLE 12. MODIFICATION OF AGREEMENT:

This document constitutes the entire agreement between the AGENCY and CONTRACTOR and may be modified only by written agreement executed by both the AGENCY and CONTRACTOR.

ARTICLE 13. DUTIES:

Officers shall only be assigned duties by the District which are consistent with their existing obligations as licensed peace officers under state law.

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY:

Neither the Mission Consolidated Independent School District or the City of Alton, Texas do, by way of this contract, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Local Government Code. The fact that the Mission CISD and the City of Alton have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

ARTICLE 15. RESPONSIBILITY:

This Agreement is a contract for the performance of governmental functions by governmental entities, and the parties will be engaged in the conduct of a governmental function while providing and/or performing any service under this Agreement. With respect to the services provided under this Agreement, the CONTRACTOR will be an independent contractor to the AGENCY. Any peace officer assigned to duty at any AGENCY campus pursuant to this Agreement will not be considered an employee of the AGENCY, but will at all times remain an employee of the CONTRACTOR.

It is understood and agreed between the parties that each party will be responsible for its own acts or omissions, including the acts or omissions of its employees, officers, trustees, and agents. Where injury or property damage result from the joint or concurring negligence of both parties, liability, if any, will be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. Under no circumstances shall AGENCY be subject to any tort liability for which it is currently immune.

The parties specifically agree that each party will be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing any complaint, claim or cause of action brought against itself, its respective employees, officers, trustees or agents, resulting from the provision of services pursuant to this Agreement.

Nothing in this Agreement will be construed to waive, modify or amend any legal defense available to the parties, or any past or present Trustee, officer, agent or employee, including, but not limited to governmental immunity from suit as provided by law.

ARTICLE 16. MISCELLANEOUS:

There are no third-party beneficiaries to this Agreement.

AGENCY may terminate this Agreement at any time and for any or no reason by providing thirty (30) days' prior written notice to CONTRACTOR.

CONTRACTOR:  
City of Alton

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Jeff Underwood  
City Manager

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Jonathan Flores  
Chief of Police

**AGENCY:**

**Mission Consolidated Independent School District**

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Veronica "Betty" Mendoza, President  
Mission CISD Board of Trustees

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Carol G. Perez, Ed. D.  
Superintendent of Schools

**SUBJECT:** Approval of Interlocal Agreement with the City of Palmhurst for Police Services for the 2023 - 2024 School Year

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

### **BACKGROUND INFORMATION**

The City of Palmhurst will provide two (2) Texas Certified Police Officers to Mission CISD.

The Mission CISD, with the cooperation of the City of Palmhurst Police Department, will attempt to achieve the following objectives:

1. Provide a safe learning environment.
2. The reduction of drugs and alcohol abuse, and juvenile's crime among students.
3. Educate targeted student and faculty in the following:
  - The identification of gangs and their effects.
  - The identification of drugs and their effects.
  - Development of positive decision-making skills.
  - Development of individual self-esteem, self-worth and self-respect.
  - Development of drugs, alcohol and gang resistance techniques.
4. Develop good rapport among police, students, faculty and the community while maintaining a positive law and order role model for the students.
5. Participate in other school activities and events when appropriate.
6. Report documented incidents of a delinquent or criminal nature to the campus Principal and Operations Commander.
7. Take positive enforcement action when confronted by a violation Federal Law, State Law, and any City Ordinance.

### **ADMINISTRATIVE CONSIDERATIONS**

The agreement's performance period shall commence on the 16th day of August 2023 and end on the 24th day of May 2024.

The total cost of the basic agreement (excluding supplemental duty pay) is estimated at approximately \$110,000 and the CONTRACTOR agrees to use its best effort to perform all work described for this estimated cost.

The agreement has been reviewed by Legal Counsel.

**FUNDING SOURCE AND AMOUNT**

General Fund \$110,000

**RECOMMENDATION**

Approval of Interlocal Agreement with the City of Palmhurst for Police Services for the 2023 - 2024 School Year

**CONTACT PERSON (S)**

Carol G. Perez, Ed.D. Superintendent of Schools  
Lorena Garcia, Deputy Superintendent for Support Services  
Joel Garcia, Assistant Superintendent for Finance  
Martin Castañeda, Coordinator for Safety and Security

## **INTERLOCAL AGREEMENT FOR POLICE SERVICES**

This INTERLOCAL AGREEMENT FOR POLICE SERVICES (Agreement) is made by and between the City of Palmhurst, Texas (Contractor) and the Mission Consolidated Independent School District (Agency) this 19th day of July 2023.

### **PREMISES**

Whereas, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services, and

Whereas, the Texas Education Code §37.081 gives the Board of Trustees the power to employ security personnel and commissioned peace officers to carry out the effects of that Chapter, and

Whereas, the City of Palmhurst, Texas is a Texas Municipality and Home Rule City as set forth in VTCA Government Code §791.003(4), and

Whereas, the Mission Consolidated Independent School District is a Texas School District and local governmental entity as set forth in VTCA Government Code §791.003, and

Whereas, the Mission CISD School Resource Officers and the City of Palmhurst all have the authority to perform law enforcement functions within their respective jurisdictional areas, and

Whereas, the Parties are of the opinion that achieving the objectives of law enforcement, the protection of students, and maintenance of a safe learning environment within the Mission CISD can be facilitated by establishing a cooperative approach to law enforcement, and that the performance of this Agreement is in the common interest of both parties and that the division of cost fairly compensates the performing party for the services under this contract,

Whereas, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance, or those payments from current revenues legally available to each party:

Now therefore, in consideration of the promises and mutual covenants herein contained, it was agreed, under the authority of Section 791.001 – 791.029 of the Texas Government Code, as follows:

## AGREEMENT

### ARTICLE 1. STATEMENT OF WORK:

CONTRACTOR agrees to perform, in a good professional manner to be approved by the AGENCY, the following:

- I. The CONTRACTOR shall assign and provide to AGENCY'S campus two (2) Texas Certified Police Officer during the 2023-2024 school year. Specific campus and time assignments will be mutually agreed to by the Operations Commander and AGENCY. Furthermore, the CONTRACTOR agrees to assign one (1) or more officers as needed in furtherance of the contract to provide services during Summer school being held at a campus designated by the AGENCY within the CONTRACTOR's jurisdiction. Upon AGENCY's written request at any time during the term of this Agreement, CONTRACTOR provide an additional number of officers to reasonably meet AGENCY's needs. CONTRACTOR shall have ten (10) calendar days to provide notice to AGENCY regarding whether CONTRACTOR will be able to accommodate AGENCY'S request. In the event that additional officers are required during the term of this Agreement under this section, AGENCY shall provide additional consideration in accordance with Article 7 of this Agreement. In the event that additional officers are provided as described in this section, the same rules regarding their assignment to AGENCY will apply. Time assignments are not limited to any particular time of day. CONTRACTOR agrees that officers may be assigned to sporting events or other extra-curricular activities as coordinated by the AGENCY's Director of Safety & Security. Any officer assigned under this Agreement will be subject to the approval of the Superintendent, Director of Safety & Security and the campus Principal. The assigned officer(s) will provide services during regular school hours on each and every day classes are in session. The parties acknowledge the importance of having the same officer(s) present at the district on a day-to-day basis in order to promote continuity and familiarity with the district and students. The parties agree that any substitutions of personnel by the CONTRACTOR will be discussed and mutually agreed upon before the substitution is made.
  
- II. CONTRACTOR shall provide police presence on and around school campuses and all AGENCY property, including, without limitation, traffic enforcement

and pedestrian crosswalk policing, etc. The Chief of Police and Superintendent may vary the duties of each officer taking into account the safety of each student, school district employee, and non-- school person. The assigned officer(s) will coordinate and cooperate with the Director of Safety & Security and campus Principal, but will be directly supervised by the Chief of Police. The duties, schedule and responsibilities of the assigned officer(s) on days when classes are not in session will be mutually agreed upon and determined by the Chief of Police, the Director of Safety & Security and the campus Principal.

At all times during the term of this Agreement, the law enforcement personnel provided by the CONTRACTOR will remain, and shall be considered, employees of the CONTRACTOR and not employees of the AGENCY. The CONTRACTOR will be responsible for maintaining accurate records of the dates and hours of service, and any other information regarding the personnel assigned to the AGENCY that may be necessary in connection with the performance of this Agreement.

Unless agreed to in advance in particular situations, any officer assigned to serve at any AGENCY campus will dress in a uniform identifying him/her as a member of the Police Department of the CONTRACTOR and will carry the usual equipment, such as sidearm, belt and holster, badge, and the like. At all times covered by this Agreement, any officer assigned to serve at any AGENCY campus will be a commissioned, full-time, regular-duty peace officer employed and properly trained by the CONTRACTOR.

The Director of Safety & Security and the Principal of each campus that uses the services of a campus peace officer will coordinate and work with that peace officer(s) with respect to the law enforcement services provided and any special issues that warrant increased attention. The Director of Safety & Security and campus Principal will have the discretion to establish the daily tasks of the officer assigned to that campus, including designating specific campus issues to be addressed.

- III. CONTRACTOR shall ensure that assigned officers comply with all departmental policies and procedures, including, but not limited to, city policies and state and federal statutes, procedures, and directives.

- IV. Officers may execute arrest authority.
  
- V. Officers shall function as Certified Peace Officers of the State of Texas and shall comply with all duties and obligations which they have under state and federal law as licensed peace officers.

ARTICLE 2. OBJECTIVES:

CONTRACTOR’S objectives under this Agreement include, but are not limited to, the following:

- 1. Provide a safe learning environment by fulfilling their obligations as licensed peace officers.
  
- 2. Serve as a visible deterrent, through their presence and actions as peace officers to reduce drug abuse, alcohol abuse and other crime amongst students.
  
- 3. Educate faculty in the following:
  - Identification of gangs and their effects
  - Identification of drugs and their effects
  
- 4. Participate in other school activities and events when appropriate.
  
- 5. Report incidents (in writing) of a delinquent criminal nature to the Coordinator of Safety & Security, the campus Principal and Operations Commander.
  
- 6. Take positive enforcement action as a law enforcement officer when confronted by a violation of Federal Law, State Law and any City Ordinance.
  
- 7. Promote and support organizational strategies of the District to address the causes and reduce the fear of crime and social disorder through problem solving tactics and their work as peace officers within the District.

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF THE AGENCY:

The AGENCY will provide the following to the CONTRACTOR:

- 1. Access to telephones

2. Administrative and clerical support whenever possible from the campus and central office
3. Supplies and materials within an approved budget, and
4. Other support as requested

#### ARTICLE 4. JURISDICTION AND SCOPE OF DUTIES OF EMPLOYED

The agency hereby determines that the jurisdiction of any officer exercising the terms under this agreement shall include all territory, within the boundaries of the School District and also all property outside the boundaries of the District that is owned, leased or rented by or otherwise under the control of the Mission CISD. The agency further determines that the Police Officers assigned under this agreement shall have the following powers:

- I.) All the powers privileges and immunities as police officers.
- II.) The powers to enforce all laws, including municipal ordinances, county ordinances and state laws, and may, in accordance with Chapter 52, Texas Family Code take a juvenile into custody.
- III.) Enforcing any and all laws of Hidalgo County and the State of Texas and the rules of the school district which have a direct bearing on the safety and welfare of students within the District.
- IV.) The City of Palmhurst Police Officers provided under the terms of this Interlocal agreement shall have jurisdiction and lawful authority to provide police services under the terms of this agreement even if they are off duty. However, nothing in this agreement shall require any Palmhurst Police Officer to provide police services pursuant to this agreement if off duty.

ARTICLE 5. TERMS:

The period of performance of the agreement shall commence on the 16<sup>th</sup> day of August 2023 and shall end on the 24<sup>th</sup> day of May 2024. The total number of days for payment will be 186 days. This is based on 173 instructional and 13 staff development days. No cost will be incurred or charged on the agreement prior to the starting date or subsequent to the ending date. All days are payable based on eight (8) hour-day terms.

ARTICLE 6. SUPPLEMENTAL DUTY PAY:

The CONTRACTOR will provide the services of uniformed, sworn law enforcement personnel for the purpose of providing security and crowd control for athletic and special events, including but not limited to the first and last weeks of school, as sponsored by the AGENCY. If AGENCY determines that heightened officer presence is necessary to meet the nonemergency security needs of AGENCY, CONTRACTOR will provide the number of officers reasonably necessary as requested by the AGENCY for any such event. The CONTRACTOR will designate an officer in charge at each such event, and such officer in charge will coordinate the services provided with a representative of the AGENCY.

The CONTRACTOR will bill separately for any such services provided pursuant to this section.

ARTICLE 7. CONSIDERATION:

It is estimated that the total cost of the basic agreement (excluding supplemental duty pay) will not exceed \$110,000 and the CONTRACTOR agrees to use its best effort to perform all work described for this estimated cost. If at any time the total cost for performance of said work will be greater than above estimated cost, then CONTRACTOR shall notify AGENCY to the effect, giving its revised estimate of the total cost. AGENCY is not obligated to pay any amount exceeding the estimated cost indicated in this section unless such amount is approved by AGENCY in writing before the cost is incurred.

ARTICLE 8. TRAINING:

The AGENCY will reimburse the CONTRACTOR for state-mandated training for School Resource Officers attending training in the amount that will not exceed \$1,500.00 per school year, per officer assigned to a Mission CISD campus providing duties under this agreement. The CONTRACTOR will provide the AGENCY with copies of documents indicating satisfactory completion of the state-mandated course. Once proper documentation has been provided to the AGENCY, payment will be processed within 15-30 days.

ARTICLE 9. PAYMENT:

Payment for services will be processed only when proper documentation has been provided for the AGENCY business office for payment. Proper business accounting will be utilized. Once proper documentation has been provided to the AGENCY, payment will be processed within 15-30 days.

ARTICLE 10. MEDIATION:

It is the policy of the State of Texas to encourage resolution of any disputes through alternative dispute resolution procedures such as non-binding mediation. Any dispute between the parties to this agreement which is not resolved through informal discussion may be submitted to a mutually acceptable mediation service or provider for non binding mediation. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking legal or equitable relief from a court of competent jurisdiction.

ARTICLE 11. VENUE AND JURISDICTION:

The parties acknowledge that exclusive venue for any such action for breach of this agreement shall be the County and District courts of Hidalgo County, Texas.

ARTICLE 12. MODIFICATION OF AGREEMENT:

This document constitutes the entire agreement between the AGENCY and CONTRACTOR and may be modified only by written agreement executed by both the AGENCY and CONTRACTOR.

ARTICLE 13. DUTIES:

Officers shall only be assigned duties by the District which are consistent with their existing obligations as licensed peace officers under state law.

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY:

Neither the Mission Consolidated Independent School District or the City of Palmhurst, Texas do, by way of this contract, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Local Government Code. The fact that the Mission CISD and the City of Palmhurst have entered into this agreement shall not in any way, constitute a deliberate waiver

of immunity by either entity, which immunities are expressly reserved by both parties.

ARTICLE 15. RESPONSIBILITY:

This Agreement is a contract for the performance of governmental functions by governmental entities, and the parties will be engaged in the conduct of a governmental function while providing and/or performing any service under this Agreement. With respect to the services provided under this Agreement, the CONTRACTOR will be an independent contractor to the AGENCY. Any peace officer assigned to duty at any AGENCY campus pursuant to this Agreement will not be considered an employee of the AGENCY, but will at all times remain an employee of the CONTRACTOR.

It is understood and agreed between the parties that each party will be responsible for its own acts or omissions, including the acts or omissions of its employees, officers, trustees, and agents. Where injury or property damage result from the joint or concurring negligence of both parties, liability, if any, will be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. Under no circumstances shall AGENCY be subject to any tort liability for which it is currently immune.

The parties specifically agree that each party will be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing any complaint, claim or cause of action brought against itself, its respective employees, officers, trustees or agents, resulting from the provision of services pursuant to this Agreement.

Nothing in this Agreement will be construed to waive, modify or amend any legal defense available to the parties, or any past or present Trustee, officer, agent or employee, including, but not limited to governmental immunity from suit as provided by law.

ARTICLE 16. MISCELLANEOUS:

There are no third-party beneficiaries to this Agreement.

AGENCY may terminate this Agreement at any time and for any or no reason by providing thirty (30) days' prior written notice to CONTRACTOR.

**CONTRACTOR:**

City of Palmhurst

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Lorie A. Lopez  
City Manager

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Michael A. Vela  
Chief of Police

**AGENCY:**

**Mission Consolidated Independent School District**

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Veronica “Betty” Mendoza, President  
Mission CISD Board of Trustees

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Carol G. Perez, Ed. D.  
Superintendent of Schools

**SUBJECT:** Approval of Interlocal Agreement with the Hidalgo County Precinct 3 Constable for the 2023 - 2024 School Year

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

**BACKGROUND INFORMATION**

Hidalgo County Precinct 3 Constable will provide three (3) County Commissioned Peace Officers.

The Mission CISD, with the cooperation of the Hidalgo County Precinct 3 Constable, will attempt to achieve the following objectives:

1. Assist with the safety and security for faculty, students, and members of Mission CISD and the community
2. Reduce crimes committed by juveniles, reduce juvenile delinquency behavior, and increase school attendance
3. Assist Mission CISD by responding to emergencies or other exigent circumstances at a District Campus or facility in which the response of a peace officer would be appropriate.

**ADMINISTRATIVE CONSIDERATIONS**

The agreement's performance period shall commence on the 16th day of August 2023 and end on the 24th day of May 2024. The agreement also includes staffing one officer for the 2023-2024 summer school.

The total cost of the basic agreement is estimated at approximately \$237,047.80, and the CONTRACTOR agrees to use its best effort to perform all work described for this estimated cost.

The agreement has been reviewed by Legal Counsel.

**FUNDING SOURCE AND AMOUNT**

General Fund \$237,047.80

**RECOMMENDATION:**

Approval of Interlocal Agreement with the Hidalgo County Precinct 3 Constable for the 2023 - 2024 School Year

**CONTACT PERSON (S)**

Carol G. Perez, Ed.D., Superintendent of Schools  
Lorena Garcia, Deputy Superintendent for Support Services  
Joel Garcia, Assistant Superintendent for Finance  
Martin Castañeda, Director for Safety & Security

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
AND THE COUNTY OF HIDALGO, TEXAS**

THIS Interlocal Cooperation Agreement, hereinafter referred to as “Agreement” is made on this the 19th day of July, 2023, by and between **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as “District” and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as “Constable Precinct #3” pursuant to the authority granted and in compliance with the provisions of the Texas interlocal Cooperation Act, (the “Act”) Chapter 791, Texas Government Code, as follows:

**WITNESSETH:**

**WHEREAS**, the District is organized as an Independent School District under the laws of the State of Texas for the purpose of educating and providing other activities, which assist and benefit the youth and general community; and

**WHEREAS**, an Interlocal Agreement may be entered into by any local government which includes a political subdivision, and which is defined in Section 791.003(4) and (5) of the Local Government Code, as any corporate and political entity organized under state law, and

**WHEREAS**, District seeks to increase the safety and security for faculty, students, and members of the community; and

**WHEREAS**, County and District have a common interest in reducing crimes committed by juveniles and reducing juvenile delinquency behavior and increasing school attendance; and

**WHEREAS**, District has requested that three (3) County peace officers be available to assist the District by responding to emergencies or other exigent circumstances at a District campus or facility in which the response of a peace officer or officers would be appropriate;

**NOW, THEREFORE**, County and District, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, County and District agree as follows:

1. County by and through the Constable Precinct #3 will, pursuant to its applicable personnel policies, rules, and procedures, hire three (3) commissioned peace officers and the necessary support staff to continue to provide security and support at the District. The County peace officers shall use their best efforts to address crimes committed by juveniles and reduce juvenile delinquency behavior as well as assist the District in its efforts to increase school attendance. Upon District’s written request at any time during the term of this Agreement, County may provide an additional number of officers to reasonably meet District’s needs. County shall have ten (10) calendar days to provide notice to District regarding whether County will be able to accommodate District’s request. In the event that additional officers are required during the term of this Agreement under this section, District shall provide additional consideration in accordance with this Agreement. In the event that additional officers are provided as described in this section, the same rules regarding their assignment to District will apply.

2. During the term of this Agreement, such peace officers at all times, shall remain and be treated as employees of the County and shall be subject to all applicable personnel policies, rules, and procedures of the County. In addition to the duties identified in paragraph 1 herein, County agrees that such peace officers assigned to District shall use their best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer or officers would be appropriate. However, the peace officers shall use their sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such a peace officer or officers. The district agrees that County shall not be liable for failure to respond to any incident at a District campus or facility.
3. The parties agree that the peace officers will not be required to perform any school administrative duties required by law, other than those identified herein, nor will the peace officers be required to perform the duties of a District security guard.
4. **Term.** The period of performance of this Agreement shall commence on August 16, 2023, and terminate on May 24, 2024. Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.
5. **Work Hours.** The peace officers shall be assigned to District business from 8:00 a.m. to 5:00 p.m., Monday through Friday or lieu thereof "at such other times as agreed by District and County".
6. **Time Off.** County agrees to notify District's Safety & Security Department when either peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.
7. The County, through Constable Precinct #3, may, but is not required to, consult with District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative Constable Precinct #3. However, should the District believe that either peace officer is not fulfilling their job duties or meeting the District's expected performance standards under this Agreement, District shall notify the Constable Precinct #3 with specific information regarding such non-performance. County shall, within fifteen (15) days, correct the unsatisfactory performance. Should County fail to correct or address District's non-performance concerns, District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to County.
8. The District shall contribute 100% of the costs associated with administering the performance of this Agreement at the District; within fifteen (15) days of receiving an invoice from County, District agrees to pay to County one match payment in the amount of \$237,047.80 as consideration to the County for the continued implementation of the Agreement at the District. If at any time the total cost for performance of said work will be greater than above-estimated cost due to the provision of requested additional officers as described under Section 1, then County shall notify District to the effect, giving its revised estimate of the total cost. District is not obligated to pay any amount exceeding the estimated cost indicated in this section unless such amount is approved by District in writing before the cost is incurred.
9. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

10. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.
11. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of this Agreement and any present or future law, ordinance, or administrative, executive, or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
12. **No waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
13. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.
14. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
15. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District:                   Mission Consolidated Independent School District  
   Attention: Dr. Carol G. Perez, Superintendent  
   1201 Bryce Drive  
   Mission, Texas 78572

If to County:                    Hidalgo County, Texas  
   Attention: Richard Cortez, County Judge  
   PO Box 1356  
   Edinburg, Texas 78540-1356

With Copy to:                 Hidalgo County Constable Precinct No. 3  
   Attention: Constable Lazaro Gallardo, Jr.  
   730 N. Breyfogle, Suite B  
   Mission, Texas 78574

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

16. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
17. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
18. **Assignment.** This Agreement shall not be assignable.
19. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
20. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
21. **Authority to Execute.** The execution and performance of this agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
22. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
23. **No Waiver of Governmental Immunity.** Neither County nor District, via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature. The fact that County and District have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.
24. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to

terminate this Agreement at the expiration of each budget period of each party.

- 25. Non-Discrimination: The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and District policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

**WITNESS THE HANDS OF THE PARTIES** and effective as of the day and year first written above.

**CONTRACTOR:**

**Hidalgo County**

\_\_\_\_\_  
Richard Cortez  
County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**APPROVED AS TO FORM:**

Office of Criminal District Attorney, Toribio "Terry" Palacios,

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

**AGENCY:**

**Mission Consolidated Independent School District**

\_\_\_\_\_  
Veronica "Betty" Mendoza, President  
Mission CISD Board of Trustees

\_\_\_\_\_  
Carol G. Perez, Ed. D.  
Superintendent of Schools

**SUBJECT:** Discussion and Approval of First Reading and Adoption of Changes to Board Policy GKD (LOCAL) – Community Relations Nonschool Use of School Facilities

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

**BACKGROUND INFORMATION**

The District proposes a minor amendment to Board Policy GKD (LOCAL) to address external organizations' requests to rent Mission CISD's mobile stage. This proposed change aims to ensure the policy aligns with the appropriate guidelines and regulations governing the non-school use of District facilities and personal property.

**ADMINISTRATIVE CONSIDERATIONS**

The administration has carefully reviewed the request to update Board Policy GKD (LOCAL) and, in collaboration with legal counsel, has diligently revised the policy to align with the appropriate guidelines and regulations governing the non-school use of District facilities and personal property.

The proposed changes, meticulously marked in red in the attached Policy document, enhance its clarity and coherence, making it more accessible and transparent for all parties involved.

**FUNDING SOURCE AND AMOUNT**

N/A

**RECOMMENDATION**

Discussion and Approval of First Reading and Adoption of Changes to Board Policy GKD (LOCAL) – Community Relations Nonschool Use of School Facilities

**CONTACT PERSON (S)**

Lorena Garcia, Deputy Superintendent for Support Services  
Joel Garcia, Assistant Superintendent for Finance  
David Hansen, Legal Counsel

The District has established a limited open forum for nonschool use of District facilities in accordance with this policy.

The District shall provide equal access to youth groups designated in federal law, including the Boy Scouts, as it provides to other nonschool users of District facilities. [See Patriotic Societies in GKD(LEGAL)]

**Scope of Use**

The District shall permit nonschool use of designated District facilities and certain District-owned personal property for educational, recreational, civic, or social activities when these activities do not conflict with school use or with this policy.

Approval shall not be granted for any purpose that would damage District property or to any group that has damaged District property.

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**Note:** See the following policies for other information regarding facilities use:

- Use by employee professional organizations: DGA
- Use of facilities for school-sponsored and school-related activities: FM
- Use by noncurriculum-related student groups: FNAB
- Use by District-affiliated school-support organizations: GE

**Nonprofit Fundraising**

The District shall permit nonprofit organizations to conduct fundraising events on District property when these activities do not conflict with school use or with this policy.

**For-Profit Use**

The District shall permit individuals and for-profit organizations to use its facilities and personal property for financial gain when these activities do not conflict with school use or with this policy.

**Campaign-Related Use**

Except to the extent that a District facility is used as an official polling place, District facilities and personal property shall not be available for use by individuals or groups for political advertising, campaign communications, or electioneering, as those terms are used in state law.

**Scheduling**

Requests for nonschool use of District facilities and personal property shall be considered on a first-come, first-served basis.

Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. [See FM]

The Superintendent shall have authority to cancel a scheduled nonschool use if an unexpected conflict arises with a District activity.

**Approval of Use**

The principal is authorized to approve a nonschool use of facilities on a school campus. The athletic director is authorized to approve a nonschool use of District athletic facilities. The Superintendent is authorized to approve nonschool use of all other District facilities and personal property.

Emergency Use

In case of emergencies or disasters, the Superintendent may authorize the use of District facilities by civil defense, health, or emergency service authorities.

**Use Agreement**

Any organization or individual approved for a nonschool use of District facilities and personal property shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations, and acknowledging that the District is not liable for any personal injury or damages to personal property related to the nonschool use.

**Fees for Use**

Nonschool users shall be charged a fee for the use of designated District facilities and personal property.

The Superintendent shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities and personal property, as well as any applicable personnel costs for supervision, custodial services, food services, security, and technology services.

Exceptions

Fees shall not be charged when District facilities and personal property are used:

1. For public meetings sponsored by state or local governmental agencies; and
2. By District employee professional organizations [see DGA].

**Required Conduct**

Persons or groups using District facilities or personal property shall:

1. Conduct business in an orderly manner.
2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products or e-cigarettes on school property. [See GKA]
3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.

| All groups using District facilities and personal property shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.

**SUBJECT:** Award Contract for Onsite Before and After School Child Care Services #602-24-1

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

**BACKGROUND INFORMATION**

Mission CISD seeks to deliver comprehensive education services and resources through child care services subsidized by the Texas Workforce Commission child care services program.

**ADMINISTRATIVE CONSIDERATIONS**

The District solicited Requests for Proposals in compliance with TEC Sec 44.031(a), requiring an approved procurement method 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 responses planning to award: 1

**FUNDING SOURCE AND AMOUNT**

N/A

**RECOMMENDATION**

Administration recommends awarding the contract to Kids U US Inc dba Fueling Brains.

**CONTACT PERSON(S)**

Lorena Garcia, Deputy Superintendent for Support Services  
Joel Garcia, Assistant Superintendent for Finance  
Anabel Garza, Coordinator for Purchasing



**CHANGING THE  
WORLD**  
*THEIR FUTURE,  
OUR MISSION*

FY2024 Term Contract:	Onsite Before and After School Child Care Services #602-24-1
Awarded To:	1. <u>Kids U US Inc dba Fueling Brains</u>
Term:	One Year/Two-year (one-year terms) option to renew
Term Period :	July 2023 – June 2024

Mission Consolidated Independent School District  
 Tabulation Form  
 Onsite Before and After School Child Care Services 602-24-1

<b>VENDOR NAME:</b>		<b>Kids U US Inc dba Fueling Brains</b>			
		<b>Contact Name:</b>		Shaft Premji	
		<b>Phone #</b>		409-56-8436	
		<b>Email:</b>		<a href="mailto:shaft@fuelingbrains.com">shaft@fuelingbrains.com</a>	
Qty	Age Group	Note	Fees	Maximum Rate	District Rate
	3 - 5 year olds			\$ 80.00	\$ 40.00
	6 - 9 year olds			\$ 72.00	\$ 35.00
	10 - 12 year olds			\$ 72.00	\$ 35.00
	Enrollment Fee	Waived for all Mission CISD families (\$150 value)			
	Administrative Fee - Tuition payment received after 3rd day		\$ 5.00		
	Administrative Fee - Returned transactions		\$ 15.00		
	Administrative Fee - late pickup first 15 minutes		\$ 5.00		
	Administrative Fee - after the first 15 minutes each additional minute		\$ 1.00		

<b>Note:</b>	<b>Locations</b>
1	Alton Elementary
2	Cantu Elementary
3	Cavazos Elementary
4	Escobar-Rios Elementary
5	Leal Elementary
6	Midkiff Elementary
7	With the option to add additional campuses at Castro Elementary, Salinas Elementary, and Waitz Elementary

<b>Note:</b>	
1	Weekly Rate - based on a maximum subsidy program rate of the Texas Workforce Commission
2	In-District Rate - Families who do not qualify for any government assistance programs
3	If families do qualify for any government assistance programs then the cost would be less than the In-District Rate or nothing at all
4	Mission CISD Employees 10% discount with valid ID, check stub or letter of employment
5	Hardship scholarship options available

# TUITION AND FEE STRUCTURE 2023 - 2024

BRAIN BUILDERS EXTENDED EDUCATION PROGRAM BROUGHT TO YOU BY  fuelingbrains **A C A D E M Y**



## BRAIN BUILDERS EXTENDED EDUCATION PROGRAMS



Fueling Brains Academy offers wrap around care in the form of our Brain Builder's Extended Education Classes. We accept the Child Care Subsidy Program (CCS) and provide direct enrollment support. Our program year is from August through May following the Mission CISD Instructional Calendar. Summer Camps are also offered. Ask for details!

### Included in this program are the following benefits:

- Breakfast.
- Snack (am/pm).
- Nutritious Supper.
- A program to promote thinking skills!
- Enrichment classes such as coding, dance, robotics, soccer and theater.
- Parent Engagement App.
- Homework help.



## TUITION FEE SCHEDULE

AGE GROUP	WEEKLY TUITION	IN-DISTRICT RATE
3-5 years old	\$80	\$40
6-9 years old	\$72	\$35
10-12 years old	\$72	\$35

\*MCISD Employee Discount 10% with valid ID, check stub or letter of employment

\*\* **Hardship Scholarship** options are available for those families that qualify. Ask us for more information!

Hardship discounts apply a maximum of 20% discount on the base weekly tuition.

\*\*\*\*\*Tuition subject to change as per the updated Texas Workforce rate increases published on an annual basis.

\*\*\* Minimum 15 participants are required for classes to begin.

**Enrollment Fees:** REGISTRATION FEE = Waived for Mission CISD Families (**A \$150 VALUE!**)

**Administrative Fees:** - \$5 fee assessed for tuition received after 3rd day of the week.

- \$15 fee for returned transaction items.

- \$5 late pick up fee after 6:00 p.m. for the first 15 minutes and \$1.00 for each additional minute thereafter.