



Mission Consolidated Independent School District

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

Notice and Agenda

The Board of Trustees of the Mission Consolidated Independent School District will hold a **Special Meeting** on **Monday, May 27, 2024, 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 -
2. Mission Statement, Collective Commitments, and Motto-

III. Public Comment(s) on Specific Agenda Item(s)

IV. Discussion and Possible Action

1. Discussion and Action to Approve Legal Services Agreement with the Law Firm of O'Hanlon, Demerath, & Castillo PC. 3

V. Executive Session

1. Private Consultation with Board Attorney (Texas Gov't Code §551.071)
2. Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee or to Hear a Complaint or Charge Against an Officer or Employee (Texas Gov't Code §551.074)
3. Discussion with Legal Counsel on Matters Related to Superintendent's Employment Contract and/or Superintendent's Employment Status (Texas Gov't Code §551.071) (Texas Gov't Code §551.074)

VI. Action, if Necessary, on Matters Discussed in Executive Session

1. Discussion and Possible Action on Matters Related to Superintendent's Employment Contract and/or Superintendent's Employment Status

VII. Important Dates to Remember

VIII. Wednesday, June 5, 2024, Board of Trustees Workshop at 6:30 p.m. Location: Mission CISD Annex

IX. June 12-15, 2024, Summer Leadership Institute

X. Wednesday, June 19, 2024, Public Hearing at 6:15 p.m. Location: Mission CISD Annex

XI. Wednesday, June 19, 2024, Regular Board of Trustees Meeting and Budget Adoption Meeting at 6:30 p.m. Location: Mission CISD Annex

XII. 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 4:00 p.m., on May 24, 2024.



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

O'HANLON, DEMERATH & CASTILLO

ATTORNEYS AND COUNSELORS AT LAW

426 W. CAFFERY AVE
PHARR, TX 78577
PHONE: (956) 318-0555
FAX: (956) 318-1955

May 23, 2024

Ms. Iris Iglesias, Board President &
School Board of Trustees
Mission Consolidated Independent School District
1201 Bryce Drive
Mission, Texas 78572

Re: Legal Services Agreement

Dear Board President Iglesias & Board of Trustees:

This letter confirms the terms and conditions under which our firm, O'Hanlon, Demerath, & Castillo PC ("the Firm"), has been engaged to provide legal services to Mission Consolidated Independent School District ("the District").

1. Engagement and Scope of Services

The Firm will provide legal services to the District as requested, including but not limited to legal advice, representation in litigation, and other legal matters as may arise. The scope of services will be determined based on the District's needs and instructions in accordance with its Board Policies.

2. Firm's Personnel

Benjamin F. Castillo and Eden Ramirez, Jr. will have primary responsibility for your representation. Other attorneys and legal assistants within our office may be utilized based on the nature of the work and the expertise required. We ensure that all personnel assigned to your matters will be appropriately qualified and will handle your legal needs with professionalism and diligence.

3. Fee Schedule

Our fees for legal services are based on the time spent by each attorney and legal assistant working on the District's matters. The agreed hourly rates are as follows:

- Shareholders: \$260 per hour
- Partners: \$240 per hour
- Associates: \$220 per hour
- Legal Assistants: \$100 per hour

Time will be billed in 1/10th hour increments, with monthly detailed invoicing. We are available to discuss our billings with you at any time should you have questions or concerns.

4. Expenses

In addition to our fees, the District will be responsible for all costs and expenses incurred in the course of providing legal services. These may include, but are not limited to:

- Photocopying expenses for large copy jobs (billed at actual cost)
- Messenger and delivery services
- Overnight postage charges
- Court costs and filing fees
- Travel expenses

Routine postage, facsimile transmissions, and telephone charges will not be billed. Travel expenses related to travel from our Pharr office will not be charged to the District. Travel expenses related to travel from our San Antonio, Austin, and Fort Worth offices to the District will be billed at one-half of the applicable hourly rate.

5. Billing and Payment Terms

Statements for services and expenses will be issued monthly and are payable upon receipt. If you have any questions or concerns regarding our invoices, please contact us promptly so we can address them.

6. Retainer

There is *NO* retainer fee required for this engagement. The District will only be billed for actual work performed on its behalf.

7. Confidentiality

We are committed to maintaining the confidentiality of all information related to our representation of the District. All communications between the Firm and the District will be protected by attorney-client privilege to the fullest extent permitted by law.

8. Termination

The District has the right to terminate our representation at any time. In the event of termination, we will take all necessary steps to protect the District's interests, including providing any necessary documents to ensure a smooth transition. The District will be responsible for our fees and expenses incurred up to the date of termination. This contract may be terminated by the District with a thirty-day notice.

9. Conflict of Interest

We have reviewed our records and have not identified any conflicts of interest with respect to our representation of the District. Should any conflict arise during the course of our representation, we will promptly disclose it to you and take appropriate steps to resolve it.

10. Governing Law and Dispute Resolution

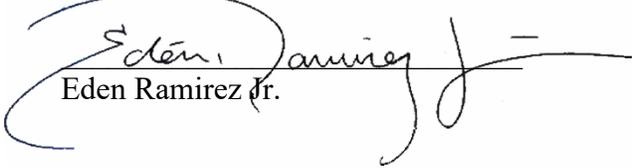
This agreement shall be governed by and construed in accordance with the laws of the State of Texas, County of Hidalgo.

11. Entire Agreement

This letter constitutes the entire agreement between the Firm and the District regarding the engagement and payment of fees for legal services. Any modifications or amendments to this agreement must be in writing and signed by both parties.

Please review this letter and, if it meets with your approval, sign and return a copy to our office at your earliest convenience. We are pleased to have the opportunity to represent Mission Consolidated Independent School District and are committed to providing you with the highest quality legal services.

Respectfully,



Edén Ramirez Jr.

Approved this 27th day of May, 2024 by the School Board of Trustees.

Ms. Iris Iglesias, Board President
School Board of Trustees
Mission Consolidated Independent School District

ATTS: _____
School Board Secretary
Mission Consolidated Independent School District