



Agenda of Special Board Meeting

The Board of Trustees McAllen Independent School District

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

A Special Board Meeting of the Board of Trustees of the McAllen Independent School District will be held Wednesday, June 22, 2022, beginning at 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501.

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

At this meeting there may be discussion and action by the Board on the item(s) and subject(s) listed as follows:

1. **CALL MEETING TO ORDER**
2. **PUBLIC COMMENTS**
3. **RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, and 551.074 Texas Government Code, to discuss the following:**
 - A) Human Resources Recommendation(s) for School Year 2022-2023
 - B) Human Resources Employee Resignation(s) for School Year 2021-2022
 - C) Pending and/or Potential Litigation
 - D) Possible Real Estate Acquisition
4. **RECONVENE IN OPEN SESSION** ¹

5. **ACTION ON ITEM(S) IN CLOSED SESSION**
 - A) Approval of Human Resources Recommendation(s) for School Year 2022-2023 4
Item Submitted: Todd Miller, Assistant Superintendent Human Resources
Presenter: Dr. J. A. Gonzalez, Superintendent
 - B) Human Resources Employee Resignation(s) for School Year 2021-2022 5
Item Submitted: Todd Miller, Assistant Superintendent Human Resources
Presenter: Dr. J. A. Gonzalez, Superintendent
 - C) Pending and/or Potential Litigation
 - D) Possible Real Estate Acquisition
6. **Human Resources Item(s) (Todd Miller)**
 - A) Approval of Compensation Plan for School Year 2022-2023 6
Item Submitted: Todd Miller, Assistant Superintendent Human Resources
Presenter: Dr. J. A. Gonzalez, Superintendent
7. **District Operations Item(s) (Alejandra Gonzalez)**
 - A) Approval of 2021-2022 Low Attendance Waivers 9
Item Submitted: Alejandra Gonzalez, Assistant Superintendent District Operations
Presenter: Dr. J. A. Gonzalez, Superintendent
 - B) Ratification of 2021-2022 Designee Waiver Approvals 10
Item Submitted: Alejandra Gonzalez, Assistant Superintendent District Operations
Presenter: Dr. J. A. Gonzalez, Superintendent
8. **Business Operations Item(s) (Cynthia Medrano Richards/Adel Felix)**
 - A) Approval and Adoption of the McAllen Independent School District Budget for Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023 11
Item Submitted: Cynthia Richards, Assistant Superintendent Business Operations
Presenter: Dr. J. A. Gonzalez, Superintendent
 - B) Approval of Contract No. 2023-045 Walsh Gallegos Trevino Russo & Kyle P.C through RFP/Q 2023-1000 14
Item Submitted: Cynthia Richards, Assistant Superintendent Business Operations
Presenter: Dr. J. A. Gonzalez, Superintendent
 - C) Approval of Agreement No. 2023-048 Legal Consultation Agreement with O’Hanlon, Demerath & Castillo 17
Item Submitted: Cynthia Richards, Assistant Superintendent Business Operations
Presenter: Dr. J. A. Gonzalez, Superintendent

9. ADJOURNMENT

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

Pursuant to Texas Government Code 551.127, a member or employee of a governmental body is authorized to participate remotely in a meeting of the governmental body through a videoconference call, as long as a quorum of the governmental body is physically present at the location of the Board Meeting. Any video conference conducted pursuant to this section will comply with the technical requirements of this section.

Pursuant to Texas Government Code 551.129, the Board of Trustees may use a telephone conference call, video conference call, or communications over the internet to conduct a public consultation with its attorney in an open meeting of the governmental body, or, a private consultation with its attorney in closed meeting of the governmental body.

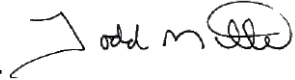
The notice for this meeting was posted in compliance with the Texas Open Meeting Act on June 16, 2022 at 7:30 P.M.

*Natalia Goza
on behalf of the Board of Trustees*

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 22, 2022

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:

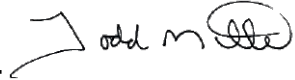


4 _____
Superintendent of Schools Jun 16, 2022

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 22, 2022

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:



5 _____
Superintendent of Schools Jun 16, 2022

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

June 22, 2022

MEETING DATE: _____

SUBJECT: Approval of Compensation Plan for School Year 2022-2023

REFERENCE: Goal 2: People Development; Strategy 2: Attract/Retain High Quality Staff

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Per Board Policy DEA (Local) - Compensation and Benefits, Compensation Plan - The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. The recommended plan shall support District goals for hiring and retaining highly qualified employees. Texas Education Code Sections 44.001 through 44.006 and Texas Tax Code Chapter 26 requires that districts with a fiscal year beginning July 1st must adopt their budget no later than June 30th.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Compensation plans options: Administration is presenting the following options for school year 2022-2023.

A) JUNE 13, 2022 PROPOSAL – Administration previously recommended a minimum salary increase for the teachers and librarians of \$1,140. Entry level salary for teachers with zero (0) years' experience is recommended at \$278.88 (\$52,150) as the minimum salary for this compensation plan with \$331.93 (\$62,070) for new teachers to McAllen ISD with 20+ years of experience as the maximum salary for this compensation plan. The recommended salary increase for non-teaching professionals, para-professionals, and auxiliary staff is 2.0% from their midpoint as per their classification within the compensation plan.

B) SCENARIO A - In this scenario, the salary increase for the Teachers and Librarians is a minimum of \$1,420 with 1-19 years' experience, and \$1,700 with 20+ years' experience. Entry level salary for teachers with zero (0) years' experience is recommended at \$278.88 (\$52,150) as the minimum salary for this compensation plan with \$333.42 (\$62,350) for new teachers to McAllen ISD with 20+ years of experience as the maximum salary for this compensation plan. The recommended salary increases for Administrative Professionals (AE/AM) is 2.0% from their midpoint as per their classification within the compensation plan. The recommended salary increases for all other employees is 4.0% from their midpoint as per their classification within the compensation plan.

C) SCENARIO B - In this scenario, the salary increase for the Teachers and Librarians is a minimum of \$1,700. Entry level salary for teachers with zero (0) years' experience is recommended at \$278.88 (\$52,150) as the minimum salary for this compensation plan with \$334.92 (\$62,630) for new teachers to McAllen ISD with 20+ years of experience as the maximum salary for this compensation plan. The recommended salary increase for non-teaching professionals, para-professionals, and auxiliary staff is 3.0% from their midpoint as per their classification within the compensation plan.

D) SCENARIO C - Administration is currently recommending a salary increase for Teachers and Librarians is a minimum of \$1,700. Entry level salary for teachers with zero (0) years' experience is recommended at \$278.88 (\$52,150) as the minimum salary for this compensation plan with \$334.92 (\$62,630) for new teachers to McAllen ISD with 20+ years of experience as the maximum salary for this compensation plan. The recommended salary increases for Administrative Professionals (AE/AM) is \$1,700 for all employees in AE/AM classification. The recommended salary increases for all other employees is 3.0% from their midpoint as per their classification within the compensation plan.

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

June 22, 2022

MEETING DATE: _____

One-time Holiday Pay options: Administration is presenting the following options for school year 2022-2023.

A) JUNE 13, 2022 PROPOSAL – Administration previously recommended a one-time Holiday Pay stipend of \$500 for all employees who are employed by the district on a full-time basis as of September 15, 2022, and remain employed as of December 1, 2022. Eligible full-time employees are defined as persons employed by the district for at least 27.5 hours per week to include bus drivers and bus aides. This one-time stipend will be paid during December 2022, and is contingent upon the availability of funds and in consideration of the District's revenues and fund balances at the time plans for such payments are presented. This one-time stipend would be considered as non-TRS compensable. Additional payments made to staff are a part of the compensation structure and are conducted with the intent to recognize and honor the dedication, loyalty, and contributions of our employees.

B) SCENARIO A – In this scenario, the one-time Holiday Pay stipend would be \$1,500 for all employees who are employed by the district on a full-time basis as of September 15, 2022, and remain employed as of December 1, 2022. Eligible full-time employees are defined as persons employed by the district for at least 27.5 hours per week to include bus drivers and bus aides. This one-time stipend will be paid during December 2022, and is contingent upon the availability of funds and in consideration of the District's revenues and fund balances at the time plans for such payments are presented. This one-time stipend would be considered as non-TRS compensable. Additional payments made to staff are a part of the compensation structure and are conducted with the intent to recognize and honor the dedication, loyalty, and contributions of our employees.

C) SCENARIO B – In this scenario, the one-time Holiday Pay stipend would be \$1,500 for all employees who are employed by the district on a full-time basis as of September 15, 2022, and remain employed as of December 1, 2022. Eligible full-time employees are defined as persons employed by the district for at least 27.5 hours per week to include bus drivers and bus aides. This one-time stipend will be paid during December 2022, and is contingent upon the availability of funds and in consideration of the District's revenues and fund balances at the time plans for such payments are presented. This one-time stipend would be considered as non-TRS compensable. Additional payments made to staff are a part of the compensation structure and are conducted with the intent to recognize and honor the dedication, loyalty, and contributions of our employees.

D) SCENARIO C – Administration is currently recommending a one-time Holiday Pay stipend of \$1,500 for all employees who are employed by the district on a full-time basis as of September 15, 2022, and remain employed as of December 1, 2022. Eligible full-time employees are defined as persons employed by the district for at least 27.5 hours per week to include bus drivers and bus aides. This one-time stipend will be paid during December 2022, and is contingent upon the availability of funds and in consideration of the District's revenues and fund balances at the time plans for such payments are presented. This one-time stipend would be considered as non-TRS compensable. Additional payments made to staff are a part of the compensation structure and are conducted with the intent to recognize and honor the dedication, loyalty, and contributions of our employees.

Note: In addition to the above salary increase or General Pay Increase (GPI) proposals, some employees may receive equity adjustments across all pay groups including our teachers. Upon approval and final revisions, the salary increases will be implemented for the 2022-2023 school year and included in the 2022-2023 Proposed Annual Budget Book.

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

June 22, 2022

MEETING DATE: _____

LEGAL REVIEW: O'Hanlon, Demerath, & Castillo

BUDGETARY CONSIDERATIONS:

Compensation Plan options – Funded by ESSER III

- | | |
|-----------------------------|---|
| A) JUNE 13, 2022 | Total Compensation Plan costs = \$3,485,143 |
| B) SCENARIO A | Total Compensation Plan costs = \$4,475,820 |
| C) SCENARIO B | Total Compensation Plan costs = \$4,672,912 |
| D) SCENARIO C (Recommended) | Total Compensation Plan costs = \$4,415,342 |

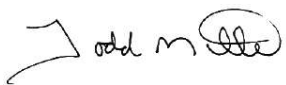
Holiday Pay stipend options – Funded with General Fund Assigned Fund Balance

- | | |
|-----------------------------|---------------------------------------|
| A) JUNE 13, 2022 | Total Holiday Pay costs = \$1,712,500 |
| B) SCENARIO A | Total Holiday Pay costs = \$3,594,760 |
| C) SCENARIO B | Total Holiday Pay costs = \$3,594,760 |
| D) SCENARIO C (Recommended) | Total Holiday Pay costs = \$3,594,760 |


RECOMMENDED BOARD ACTION:

That the Board of Trustees select from among the foregoing compensation plan options for the school year 2022-2023.

SUBMITTED BY: _____

SUPERVISOR:  _____

For further information contact:
Name: Todd Miller
Office: Human Resources (956) 618-6009
eMail: todd.miller@mcallenisd.net

Approved for presentation to the Board of Education:
 _____
Superintendent of Schools

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 22, 2022 _____

SUBMITTED BY:  _____

SUPERVISOR:  _____

Approved for presentation to the Board of Education:



9 _____
Superintendent of Schools

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 22, 2022 _____

SUBMITTED BY:  _____

SUPERVISOR:  _____

Approved for presentation to the Board of Education:



10 _____
Superintendent of Schools

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 22, 2022

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:



11 _____
Superintendent of Schools

MCALLEN INDEPENDENT SCHOOL DISTRICT

Budget Summary

General, Debt Service and Capital Projects Funds

2022-2023

		<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Funds</u>	<u>Total All Funds</u>
5700	LOCAL REVENUES	\$ 87,854,590	\$ 6,813,200	\$ 1,000,000	\$ 95,667,790
5800	STATE REVENUES	122,747,887		-	122,747,887
5900	FEDERAL REVENUES	24,168,809	-	-	24,168,809
7900	OTHER RESOURCES			12,500,000	12,500,000
<i>FUND BALANCE CONTRIBUTIONS:</i>					
	194 ESSER II - LOCAL	36,882,064			36,882,064
	599 DEBT SERVICE FUND	-	-	-	-
	619 MISD MTN-2020	-	-	151,676	151,676
	620 MTN-2020	-	-	8,305,202	8,305,202
	697 UTRGV COLLEGIATE ACADEMY	-	-	-	-
	698 MISD CAPITAL PROJECTS	-	-	679,303	679,303
	Total Revenues and Fund Balance	<u>\$ 271,653,350</u>	<u>\$ 6,813,200</u>	<u>\$ 22,636,181</u>	<u>\$ 301,102,731</u>

		<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Funds</u>	<u>Total All Funds</u>
11	INSTRUCTION	\$ 111,529,775	\$ -	\$ -	\$ 111,529,775
12	INSTRUCTIONAL RES & MEDIA SERV	3,439,107	-	-	3,439,107
13	CURR DEV & INSTRUCTIONAL DEV	4,485,953	-	-	4,485,953
21	INSTRUCTIONAL LEADERSHIP	3,232,831	-	-	3,232,831
23	SCHOOL LEADERSHIP	13,078,246	-	-	13,078,246
31	GUIDANCE COUNSELING AND EVAL	9,892,119	-	-	9,892,119
32	SOCIAL WORK SERVICES	1,938,730	-	-	1,938,730
33	HEALTH SERVICES	3,011,681	-	-	3,011,681
34	STUDENT TRANSPORTATION	4,394,173	-	-	4,394,173
35	FOOD SERVICES	19,375,000	-	-	19,375,000
36	EXTRACURRICULAR ACTIVITIES	11,106,630	-	-	11,106,630
41	GENERAL ADMINISTRATION	7,751,869	-	-	7,751,869
51	FACILITIES MAINT & OPERATIONS	26,638,858	-	356,000	26,994,858
52	SECURITY AND MONITORING SERV	4,787,045	-	-	4,787,045
53	DATA PROCESSING SERVICES	4,866,183	-	-	4,866,183
61	COMMUNITY SERVICES	110,373	-	-	110,373
71	DEBT SERVICE	6,265,094	6,813,200	-	13,078,294
81	FACILITIES ACQ & CONSTRUCTION	21,022,428	-	22,280,181	43,302,609
95	PYMTS TO JUVENILE JUSTICE	40,000	-	-	40,000
99	OTHER INTERGOVT CHARGES	965,919	-	-	965,919
8900	OTHER USES	<u>12,500,000</u>	<u>-</u>	<u>-</u>	<u>12,500,000</u>
	Total Appropriations	<u>\$ 270,432,014</u>	<u>\$ 6,813,200</u>	<u>\$ 22,636,181</u>	<u>\$ 299,881,395</u>



McALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations by Function
Accelerated Instruction Funds
2022-2023

	State Compensatory Fund
11 - INSTRUCTION	89,385
12 - INSTRUCTIONAL RES & MEDIA SERV	-
13 - CURR DEV & INSTRUCTIONAL DEV	1,115
23 - SCHOOL LEADERSHIP	100
31 - COUNSEL AND EVALUATION	-
61 - COMMUNITY SERVICES	-
Total Appropriations	<u>90,600</u>

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 22, 2022

SUBMITTED BY: 
Elizabeth Cabrera (Jun 16, 2022 17:59 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:



14 _____
Superintendent of Schools



LEGAL SERVICES AGREEMENT

This is an agreement between McAllen Independent School District, hereinafter referred to as "Client," and Walsh Gallegos Treviño Kyle & Robinson P. C., Attorneys at Law, hereinafter referred to as "Law Firm," for legal representation. Client, acting by and through the authorized Representative or Employee whose signature appears below, hereby retains Law Firm to provide the following legal services:

Services as needed and requested by District to provide legal consultation and representation regarding all areas of law as outlined in Request for Proposal with Qualifications ("RFP/Q") No. 2023-1000 for General Legal Counsel Services except Special Education and Section 504, training, and litigation matters covered by District's insurance carriers ("Legal Matters").

This Agreement is for a primary term of three (3) years, effective July 1, 2022, with the option to renew for two (2) additional one (1) year terms. However, Law Firm and Client reserve the right to review the fee structure at the end of each year of the agreement and make adjustments as mutually agreed to in writing. Client employs Law Firm to handle legal matters on the following terms and conditions:

1. Client agrees to pay Law Firm a flat fee ("Flat Fee") of \$14,583 per month for services in accordance with the Specifications and Scope of Work of the RFP/Q, with the exception of Section 13.1.2 "Special Education and Section 504" services and Section 13.1.7.4 "Conduct workshops or training for the Board, administrators, and or employees on education legal issues."
2. Client will be mailed a statement each month itemizing work performed. Client agrees to pay the balance due upon receipt of monthly billings by Law Firm to Client. Client's failure to pay within 30 days will be grounds for termination of this agreement by Law Firm, unless Client has disputed a charge and notified Law Firm in writing.
3. This Agreement can be terminated at any time by either party with thirty (30) days' written notice to the other party. In the event of termination, Client agrees to pay for services performed by Law Firm through the date of notice of termination.
4. Compliance with Texas Government Code Chapter 2271: Pursuant to Texas Government Code Chapter 2271, as amended, Walsh Gallegos verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.
5. Compliance with Texas Government Code Chapter 2252: Pursuant to Texas Government Code Chapter 2252, as amended, Walsh Gallegos verifies that it is not engaged in business

with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152.

6. Compliance with Texas Government Code Chapter 2274 and 809: Pursuant to Texas Government Code Chapters 2274 and 809, as amended, Walsh Gallegos verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
7. Compliance with Texas Government Code Chapter 2274: Pursuant to Texas Government Code Chapter 2274, as amended, Walsh Gallegos verifies that it does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.
8. This Agreement establishes a limited attorney-client relationship only between Law Firm and Client. This Agreement does not impose any duty upon Law Firm to provide advice or work to Client regarding other legal matters absent a request for such advice or work on a matter by Client. Law Firm and Client acknowledge and represent that this Agreement does not establish an attorney-client relationship between Law Firm and any individual Representative, Agent or Employee of Client. If a lawsuit or other adversarial matter is brought against Client and/or any Employee of Client, Law Firm shall require the execution of one or more separate Letters of Engagement signed by all parties prior to undertaking an attorney-client relationship in those additional matters.
9. Texas Lawyer's Creed: Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).

AGREED TO on behalf of McAllen Independent School District on the ____ day of _____, 2022.


Printed Name and Title


AGREED TO on behalf of Walsh Gallegos Treviño Kyle & Robinson P. C., on the ___ day of _____, 2022.

Joe A. De Los Santos, Managing Shareholder

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 22, 2022

SUBMITTED BY: 
Elizabeth Cabrera (Jun 16, 2022 10:19 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:



17 _____
Superintendent of Schools

O'HANLON, DEMERATH & CASTILLO

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE
AUSTIN, TEXAS 78701
PHONE: (512) 494-9949
FAX: (512) 494-9919

KEVIN THOMAS O'HANLON
Board Certified, Civil Trial Law
Board Certified, Civil Appellate Law
kohanlon@808west.com

Rio Grande Valley Office
426 W. Caffery Ave.
Pharr, Texas 78577

San Antonio Office
117 W. Craig Place
San Antonio, Texas 78212

June 2, 2022

Mr. Tony Forina, Board President &
Members of the Board of Trustees
McAllen Independent School District
2000 N. 23rd St.
McAllen, Texas 78501

RE: Legal representation agreement

President Forina,

The purpose of this letter is to provide you the terms and conditions under which our firm proposes to undertake all necessary legal work, as directed by you ("Client"), related to providing legal counsel services to the District. Please review the agreement, and if you wish to retain the Firm's services, execute and return the agreement to our office by either facsimile or email.

We have made the following fee and staffing arrangements.

1. Firm's Personnel: Kevin O'Hanlon will have primary responsibility for this engagement. Other attorneys and legal and staff assistants in our office may also be used in the course of this matter. The use of such personnel will be based on the exercise of our professional judgment and will depend on the nature of the work to be performed and the qualifications, skill and specialized expertise needed to perform a particular aspect of a specific engagement.

2. Fees: Our firm policy is to charge a reasonable fee for services rendered based primarily upon the time spent by each attorney and legal assistant working on the case. Our hourly rates for personnel assigned to this matter will be \$ 165.00 per hour for attorney work performed by attorneys in the firm, \$ 95.00 per hour for work performed by paralegals and \$45 per hour for work performed by law clerks. Time will be billed in .25 hour increments.

3. Expenses: In addition to our fees, we will be entitled to payment or reimbursement of all costs and expenses at the actual rate charged to the firm incurred in performing services in this engagement, such as messenger and delivery service, travel (including mileage at \$.50/mile,

June 2, 2022

Page 2

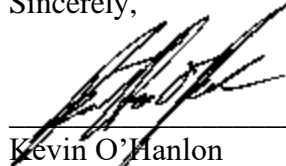
parking, airfare, ground transportation), and copying charges. You will not be charged for long-distance telephone, or facsimile transmissions.

4. Billing: Client will receive monthly invoices for the services provided by the firm. Client will be responsible for all additional fees and costs at the rates as set forth in Paragraphs 2 and 3. Any outstanding amounts due and owed to the firm are payable within thirty (30) days of invoicing.

5. Conflict Issues: We have reviewed the goals that the Client wishes to achieve and have not detected any conflict between our firm and your interests in this engagement.

On a personal note, I am very pleased that are considering our firm to assist in this important project. We look forward to serving you, and we shall use our best efforts on your behalf.

Sincerely,



Kevin O'Hanlon
O'HANLON, DEMERATH & CASTILLO

AGREED TO:

Mr. Tony Forina, Board President
MCALLEN INDEPENDENT SCHOOL DISTRICT

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

by: Stephen L. Crain
Stephen L. Crain (Jun 7, 2022 07:55 CDT)
Stephen Crain