



Agenda of Regular Meeting

The Board of Trustees McAllen Independent School District

- VISION** The McAllen Independent School District is a multicultural community in which students are enthusiastically and actively engaged in the learning process. Students demonstrate academic excellence in a safe, nurturing and challenging environment enhanced by technology and the contributions of the total community.
- MISSION** The mission of the McAllen Independent School District is to educate all students to become lifelong learners and productive citizens in a global society through a program of educational excellence utilizing technology and actively involving parents and the community.
- GOALS**
1. Student Achievement/Student Focus
 2. People Development
 3. Facility Priorities
 4. Financial Priorities
- STRATEGIES**
1. Branding
 2. Attract/Retain High Quality Staff
 3. Engaging Learning Environment
 4. Rigorous/World Class Standards to Customize for Every Learner
 5. Partnerships with Business/Civic/Education/Organizations
 6. Future Ready Students
 7. Financial Priorities

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, March 23, 2020, beginning at 5:00 PM in the by Videoconference or Telephone call, at the following website, https://www.mcallenisd.org/apps/pages/index.jsp?uREC_ID=1078764&type=d&pREC_ID=1372971 , McAllen, Texas 78501. At this meeting there may be discussion and action by the Board on the item(s) and subject(s) listed as follows:

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

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

1. CALL MEETING TO ORDER

2. PUBLIC COMMENT(S)

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

A) Human Resources Recommendation(s) for School Year 2019-2020

B) Human Resources Employee Resignation(s) for School Year 2019-2020

C) Pending and/or Potential Litigation

D) Possible Real Estate Acquisition

4. RECONVENE IN OPEN SESSION

5. INVOCATION

6. PLEDGE OF ALLEGIANCE

7. SUPERINTENDENT'S REPORT(S) Strategy 1: Branding, Goal 1: Student Achievement/Student Focus - "The Champion Project" McAllen ISD

Presenter: Dr. J. A. Gonzalez, Superintendent

8. BOARD REPORT - Recognition of Board of Trustees Legacy - Richard Moore

9. RECOGNITION(S)

10. PROCLAMATION(S)

A) Approval of Proclamation Regarding National Athletic Training Month (March 2020)
Item Submitted: Paula Gonzalez, Athletic Director

11. DONATION(S)

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

A) Board Committee Reports

1. Instructional Services Briefing - Chair - Sam Saldivar, Jr.

2. Human Resources Briefing - Chair - Tony Forina

3. District Operations Briefing - Chair - Debbie Crane Aliseda

4. Business Operations Briefing - Chair - Danny Vela

B) District Reports

1. Report Regarding Facilities, Maintenance & Operations Projects

Item Submitted: Arely Benavides, Assistant Superintendent District Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

2. Report Regarding Taxes Collected for February 2020

Item Submitted: Cynthia Medrado Richards, Assistant Superintendent Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

3. Report Regarding the Monthly Financial and Investment Report for February 2020

Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent ³

13. ACTION ON ITEM(S) IN CLOSED SESSION

- A) Approval of Human Resources Recommendation(s) for School Year 2019-2020
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

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

Presenter: Dr. J. A. Gonzalez, Superintendent

- C) Pending and/or Potential Litigation
-

- D) Possible Real Estate Acquisition
-

14. CONSENT AGENDA ITEMS

- A) Approval of Proclamation 2020 Instructional Materials for 2020-2021: Textbook
Adoption for 9-12 ELA
Item Submitted: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

- B) Approval of 2020 Summer School Programs
Item Submitted: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

- C) Approval of Interlocal Cooperative Agreement No. 2021-037 with Quinta Mazatlan
Item Submitted: Bridgette Vieh, Associate Superintendent Instructional Leadership

Presenter: Dr. J. A. Gonzalez, Superintendent

- D) Approval of 2020-285 - Schedule No. 4 to Insight Financial Services Master Lease
Agreement (2020-166) for Apple iPad Purchases through 2020-021 Allied States

Cooperative

Item Submitted: Arely Benavides, Assistant Superintendent District Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

E) Approval of RFP No. 2018-049R5 Restaurants, Food, Fundraising, Rentals, Catering, Field Trips, and Related Products & Services

Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

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

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

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

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

1. Approval of Delegation of Acceptance of Rankings and Execution of Contracts to the Superintendent for Purchase No. 2020-292 ERATE Category 2

Presenter: Dr. J. A. Gonzalez, Superintendent

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

1. Consideration and Approval of a Order by the Board of Trustees of the McAllen Independent School District Authorizing the Issuance of Obligations Designated as "McAllen Independent School District Unlimited Tax Refunding Bonds, Series 2020"; and Other Matters Incident and Related Thereto

Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

E) Board of Trustees Item(s)

1. Approval of Board of Education Meeting Minutes

a) Special Board Meeting - February 17, 2020 - 5:15 P.M.

b) Board Workshop - February 17, 2020 - 5:30 P.M.

c) Regular Board Meeting - February 24, 2020 - 5:00 P.M.

2. Approval of Travel for Board of Trustees

3. Election of Region One Education Service Center Board of Directors

16. SCHEDULE OF FUTURE MEETINGS

A) March 30, 2020-Board Workshop-5:30 PM - Board Room/Administration Building,
2000 North 23rd Street

B) April 13, 2020-Regular Board Meeting-5:00 PM - Board Room/Administration Building,
2000 North 23rd Street

C) April 20, 2020-Board Workshop-5:30 PM - Board Room/Administration Building, 2000
North 23rd Street

D) April 27, 2020-Regular Board Meeting-5:00 PM - Board Room/Administration Building,
2000 North 23rd Street

E) May 4, 2020-Board Workshop-5:30 PM - Board Room/Administration Building, 2000
North 23rd Street

F) May 11, 2020-Regular Board Meeting-5:00 PM - Board Room/Administration Building,
2000 North 23rd Street

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

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

19. ADJOURNMENT

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

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

SUBMITTED BY: Vanessa Castañeda
Digitally signed by Vanessa Castañeda
Date: 2020.03.11 16:29:22 -05'00'

SUPERVISOR: Paula Gonzalez
Digitally signed by Paula Gonzalez
Date: 2020.03.11 16:31:05 -05'00'

Approved for presentation to the Board of Education:



8 _____
Superintendent of Schools

McAllen⁺ ISD

Proclamation

State of Texas
County of Hidalgo
McAllen Independent School District



Whereas, athletic trainers have a long history of providing quality health care and dedicate long hours and great effort to athletes and those engaged in physical activity based on their knowledge and skills acquired through their nationally regulated educational processes; and,

Whereas, athletic trainers impact health care through action, commitment, and compassion by working with medical professionals, coaches, parents, and athletes to ensure that athletes are prepared to compete and receive proper treatment as needed.

Whereas, leading organizations involved with athletic training and health care have joined together in a common desire to raise public awareness and appreciation of the importance of the athletic training profession; and

Now Therefore, I, Daniel D. Vela, Member, Board of Trustees of the McAllen Independent School District do hereby proclaim the month of March as

“National Athletic Training Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 23rd day of March 2020.

Daniel D. Vela, Member, Board of
Trustees McAllen Independent School
District

Attest:


Conrado Alvarado, Secretary, Board of Trustees
McAllen Independent School District


**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

SUBMITTED BY: 

SUPERVISOR: 
Arely Benavides (Mar 11, 2020)

Approved for presentation to the Board of Education:



Report Regarding Facilities Maintenance & Operations Projects

1

3/11/2020

March 23, 2020

Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects:

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

(Local 199 HD Funds)

2

3/11/2020



Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects:

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

(Local 199 Funds)

3



Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects:

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

(CDBG Funded)

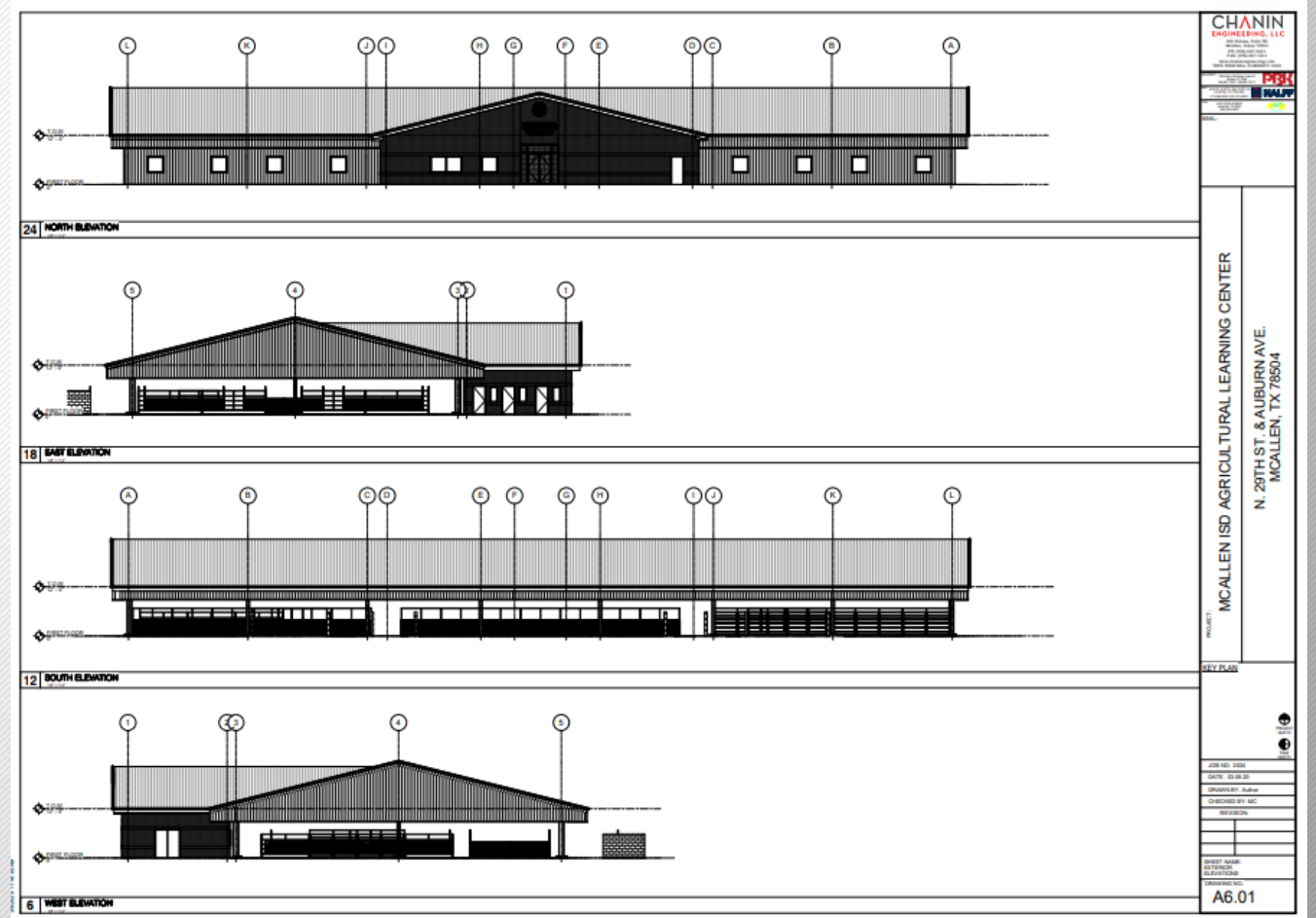
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Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects:

- Ag Farm Learning Center



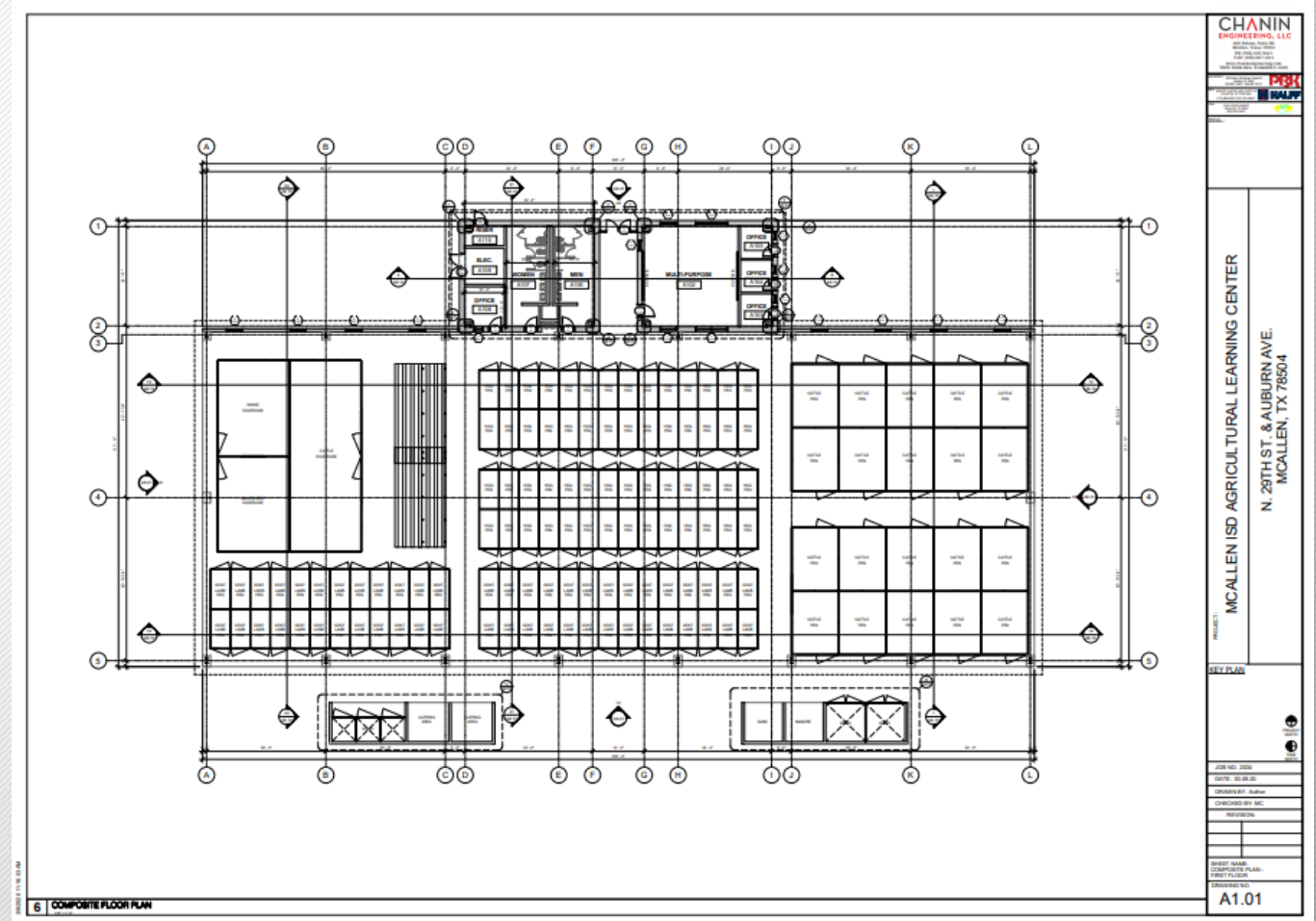
Report Regarding Facilities Maintenance & Operations Projects



Ongoing Projects:

- Ag Farm Learning Center

6



Facilities Maintenance & Operations Project

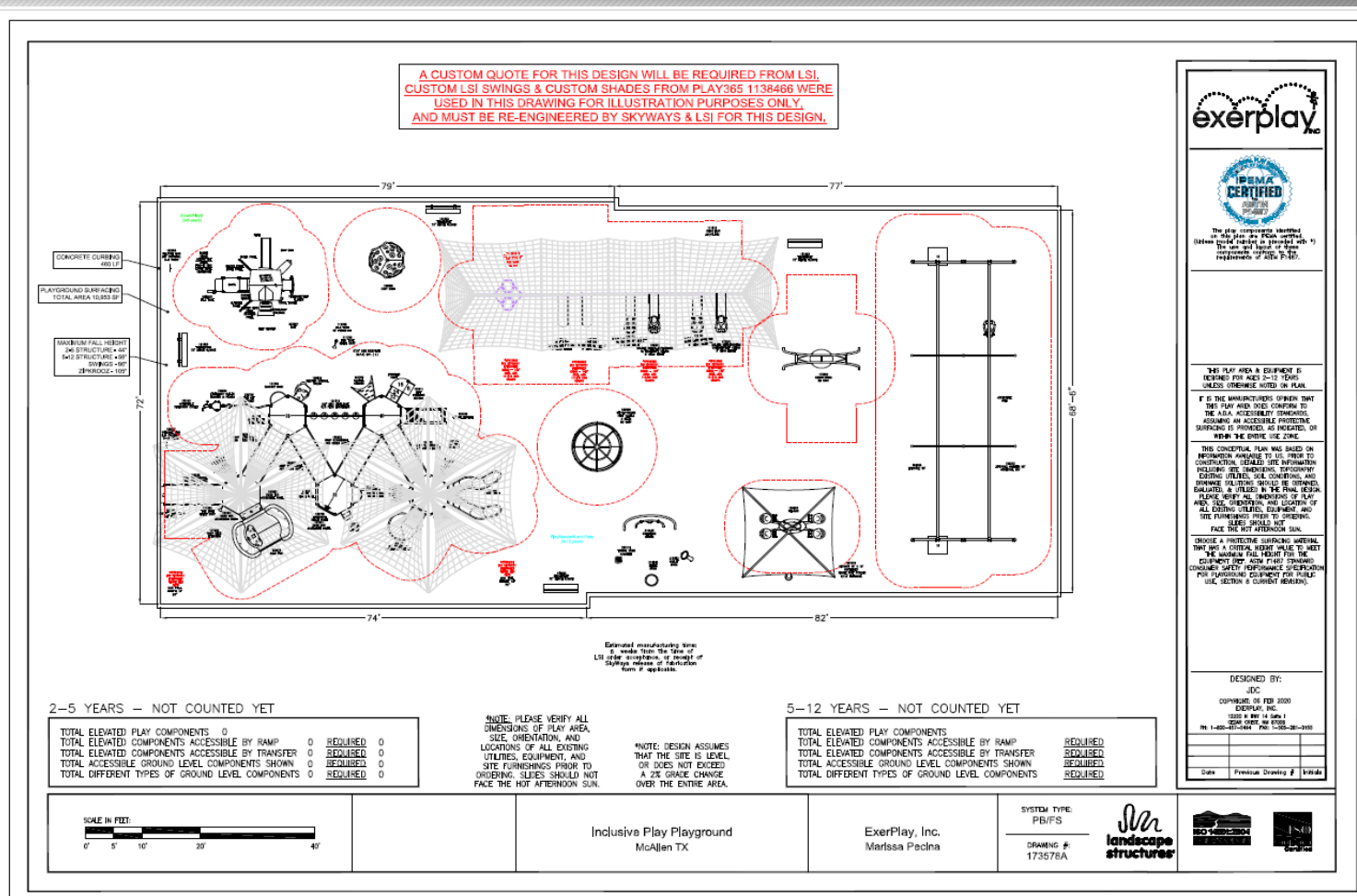


Report regarding the all-inclusive playground
at Sanchez Elementary

Report regarding the all-inclusive playground at Sanchez Elementary



Report regarding the all-inclusive playground at Sanchez Elementary



Report regarding the all-inclusive playground at Sanchez Elementary



10

3/11/2020

Report regarding the all-inclusive playground at Sanchez Elementary



11

3/11/2020

Report regarding the all-inclusive playground at Sanchez Elementary



12

3/11/2020

Report regarding the all-inclusive playground at Sanchez Elementary



Report regarding the all-inclusive playground at Sanchez Elementary



Report regarding the all-inclusive playground at Sanchez Elementary



15

3/11/2020

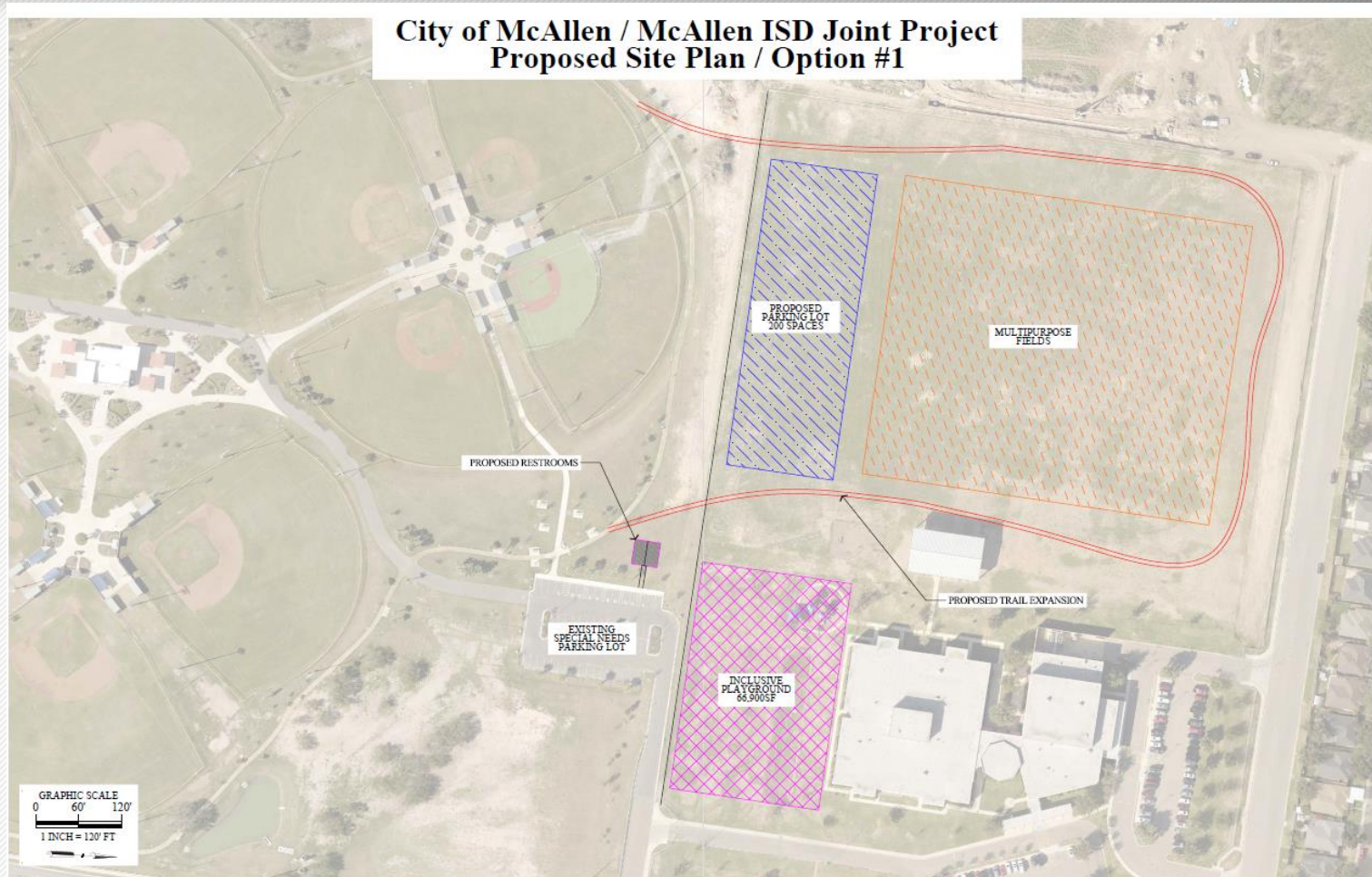
Report regarding the all-inclusive playground at Sanchez Elementary



16

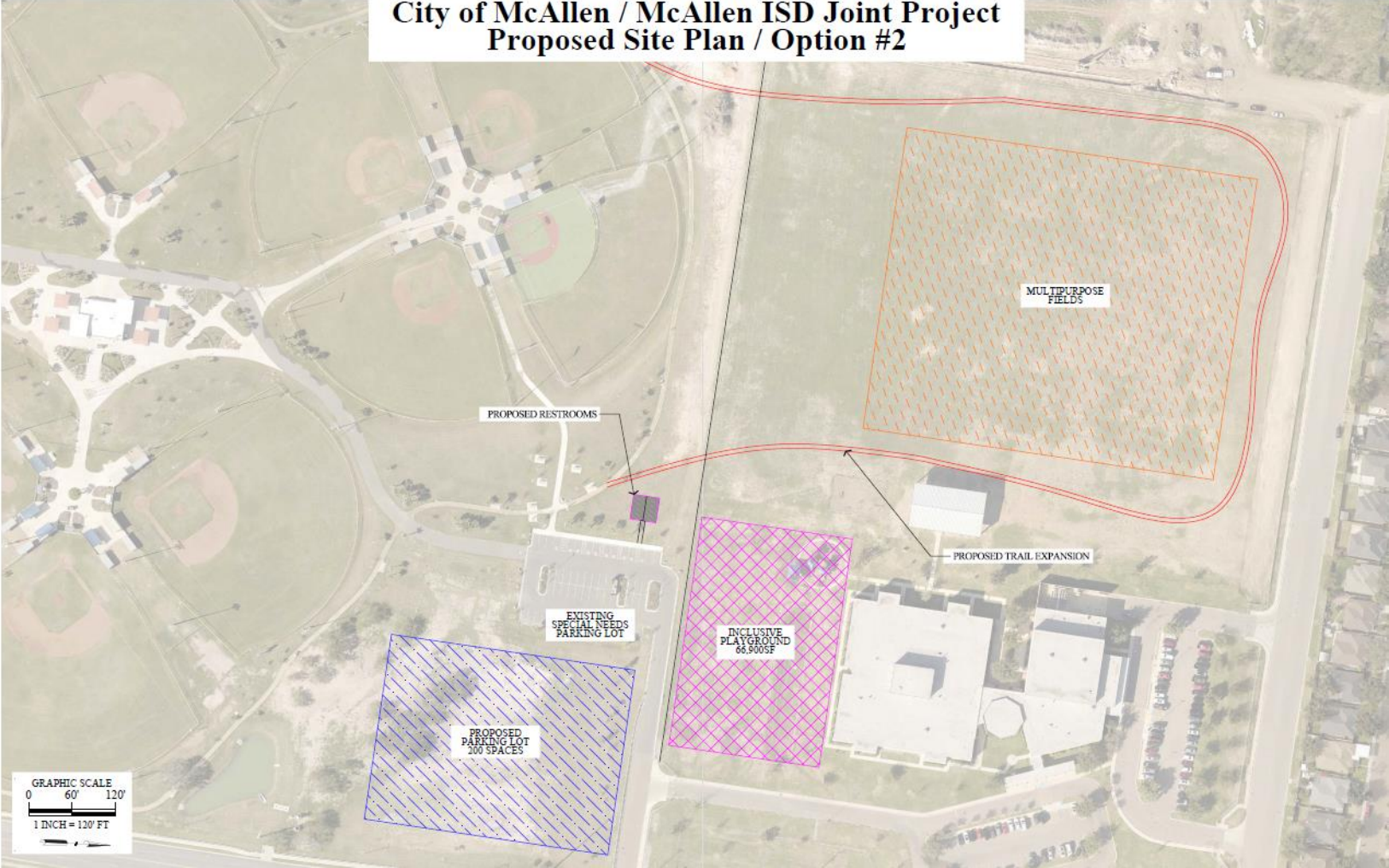
3/11/2020

Report regarding the all-inclusive playground at Sanchez Elementary



Report regarding the all-inclusive playground at Sanchez Elementary

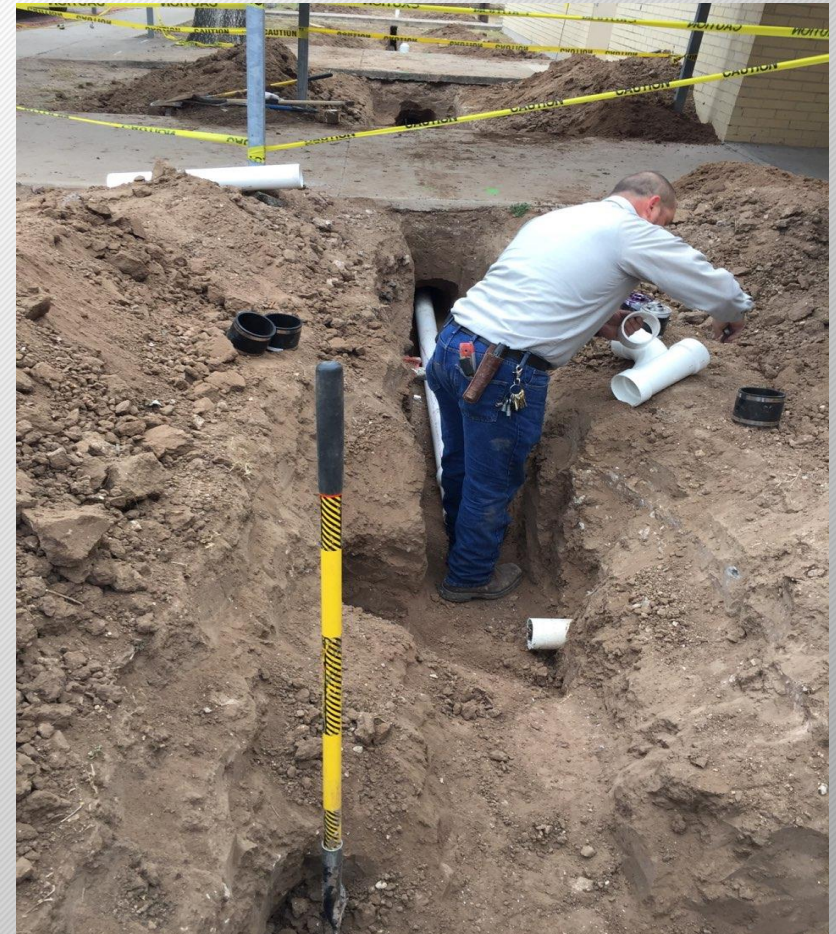
City of McAllen / McAllen ISD Joint Project
Proposed Site Plan / Option #2



Report Regarding Facilities Maintenance & Operations Projects

Submitted/Completed Work Orders


✓ February 996 / 774



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:



31 _____
Superintendent of Schools

MAM

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

COMPARATIVE RATE OF COLLECTIONS

MCALLEN I.S.D. SML - 47	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2018/2019	COLLECTED 2017/2018
2019 TAX ROLL	87,450,096.49	80,765,328.20		113,024.69	6,797,792.98	92.24%	91.77%
2018 & PRIOR YRS ROLLBACK	7,016,993.60	1,527,896.14	(161,610.41)	(356,904.37)	4,970,582.68	23.51%	27.92%
	85,492.19	63,691.19		7,856.54	29,657.54	68.23%	0.00%
TOTALS	94,552,582.28	82,356,915.53	(161,610.41)	(236,023.14)	11,798,033.20		

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

	MCALLEN ISD	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	8,605,870.24	(66,390.21) CURRENT
CURRENT YEAR-P&I	140,603.76	
PRIOR YEARS-BASE TAX	183,371.95	(62,684.74) PRIOR
PRIOR YEARS-P&I	74,694.05	
ROLLBACK	14,968.12	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	45,141.03	- PURGED
TOTAL COLLECTIONS	9,064,649.15	(129,074.95)
LESS TRANSFERRED	7,555,071.61	
LESS IN TRANSIT	1,495,882.45	
LESS DUE TO HCAD COMM FEES	500.09	
LESS DUE TO CO TREASURER	13,195.00	
BALANCE	(0.00)	

*****AFFIDAVIT*****

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

Pablo (Paul) Villarreal Jr.

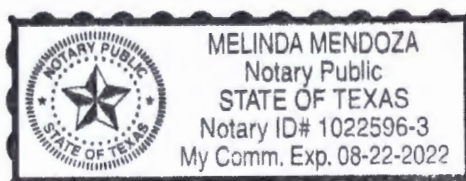
 ASSESSOR-COLLECTOR OF TAXES FOR MCALLEN I.S.D., TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 10TH DAY OF MARCH 2020 A.D.

Melinda Mendoza


 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:



33 _____
Superintendent of Schools

**COMPARISON OF BUDGET TO REVENUES, EXPENDITURES AND ENCUMBRANCES
FOR THE MONTH OF FEBRUARY 29, 2020**

	A	B	C	D	E	F	G	H
	APPROVED BUDGET 2018-19 02/28/19	YTD ACTUAL 07/01/18 TO 02/28/19	APPROVED BUDGET 2019-20 02/29/20	YTD ACTUAL 07/01/19 TO 02/29/20	DIFFERENCE C - D	OUTSTANDING ENCUMBRANCES 03/01/20 TO 06/30/20	YTD REVENUES, EXPENSES AND ENCUMBRANCES D + F	BUDGET LESS EXPENSES AND ENCUMBRANCES C - G
REVENUES:								
LOCAL AND INTERMEDIATE SOURCES	\$4,373,263	\$3,328,457	\$5,186,470	\$3,356,824	\$1,829,646		\$3,356,824	\$1,829,646
PROPERTY TAXES	82,471,151	78,122,983	80,312,155	75,321,487	4,990,668		75,321,487	4,990,668
STATE PROGRAM REVENUES	125,405,822	68,241,703	141,082,125	76,426,938	64,655,187		76,426,938	64,655,187
FEDERAL PROGRAM REVENUES	18,947,508	10,448,734	20,310,258	14,091,819	6,218,439		14,091,819	6,218,439
OTHER RESOURCES/NON-OPERATING REVENUES	304,281	174,213	5,879,396	5,510,461	368,935		5,510,461	368,935
SUB TOTAL	<u>\$231,502,025</u>	<u>\$160,316,090</u>	<u>\$252,770,404</u>	<u>\$174,707,529</u>	<u>\$78,062,875</u>		<u>\$174,707,529</u>	<u>\$78,062,875</u>
EXPENDITURES:								
11 INSTRUCTION	\$121,836,135	\$75,357,553	\$138,089,381	\$87,197,153	\$50,892,228	\$37,308,905	\$124,506,058	\$13,583,323
12 INST. RES. & MEDIA SERVICES	3,462,352	2,242,769	3,666,150	2,423,540	1,242,610	1,008,767	3,432,307	233,843
13 CURRICULUM DEV. & INST. STAFF DEV.	4,210,916	2,164,525	4,842,084	2,373,288	2,468,796	1,070,970	3,444,259	1,397,825
21 INST. LEADERSHIP	2,763,552	1,683,758	3,116,682	1,702,252	1,414,430	814,096	2,516,349	600,333
23 SCHOOL LEADERSHIP	12,861,010	8,499,627	13,585,452	8,869,929	4,715,523	4,097,717	12,967,646	617,806
31 GUID., COUNSELING & EVAL. SER.	9,680,557	5,860,411	10,370,360	6,160,504	4,209,856	2,973,116	9,133,620	1,236,740
32 SOCIAL WORK SERVICES	1,465,676	990,946	1,753,652	1,079,792	673,860	559,256	1,639,049	114,603
33 HEALTH SERVICES	3,267,210	2,049,796	3,108,136	1,953,151	1,154,985	919,042	2,872,194	235,942
34 STUDENT (PUPIL) TRANS.	4,587,537	2,390,348	5,251,239	3,225,647	2,025,592	1,494,011	4,719,657	531,582
35 FOOD SERVICES	16,109,460	9,717,980	18,041,735	10,837,030	7,204,705	4,492,639	15,329,669	2,712,066
36 CURRICULAR/EXTRACURRICULAR ACT.	9,870,477	5,814,651	10,239,721	5,872,772	4,366,949	2,242,938	8,115,709	2,124,012
41 GENERAL ADMINISTRATION	6,819,217	4,338,334	8,079,143	5,209,419	2,869,724	2,041,614	7,251,033	828,110
51 PLANT MAINT. & OPERATIONS	21,091,591	13,126,269	21,463,439	13,409,913	8,053,526	4,346,394	17,756,307	3,707,132
52 SECURITY AND MONITORING SERV.	4,021,568	2,477,095	5,122,343	2,911,681	2,210,662	1,700,223	4,611,904	510,439
53 DATA PROCESSING SERVICES	5,171,876	2,001,604	5,921,826	3,884,389	2,037,437	1,302,345	5,186,734	735,092
61 COMMUNITY SERVICES	92,293	53,141	43,129	23,715	19,414	10,889	34,605	8,524
71 DEBT SERVICE	3,779,470	2,603,986	5,094,864	2,699,304	2,395,560	0	2,699,304	2,395,560
81 FAC. ACQUISITION & CONST.	12,344,063	2,301,330	7,413,716	5,070,398	2,343,318	1,791,156	6,861,554	552,162
95 PMT. TO JUV. JUSTICE ALT. ED. PRG.	40,000	40,000	40,000	30,000	10,000	10,000	40,000	0
99 OTHER INTERGOVERNMENTAL CHARGES	828,653	609,622	857,439	631,438	226,001	219,524	850,962	6,477
00 OTHER USES/NON-OPERATING EXPENSES	7,865,415	7,865,415	3,637,470	3,586,532	50,938	0	3,586,532	50,938
SUB TOTAL	<u>\$252,169,028</u>	<u>\$152,189,160</u>	<u>\$269,737,961</u>	<u>\$169,151,848</u>	<u>\$100,586,113</u>	<u>\$68,403,603</u>	<u>\$237,555,451</u>	<u>\$32,182,510</u>
REVENUES OVER (UNDER) EXPENDITURES		\$8,126,930		\$5,555,681				
BEGINNING FUND BALANCE		91,688,034		98,070,422				
PRELIMINARY ENDING FUND BALANCE		<u>\$99,814,964</u>	34	<u>\$103,626,103</u>				
OPTIMUM FUND BALANCE FOR UNFORESEEN EVENTS		\$77,607,011		\$83,408,833				



Monthly Investment Report
February 29, 2020

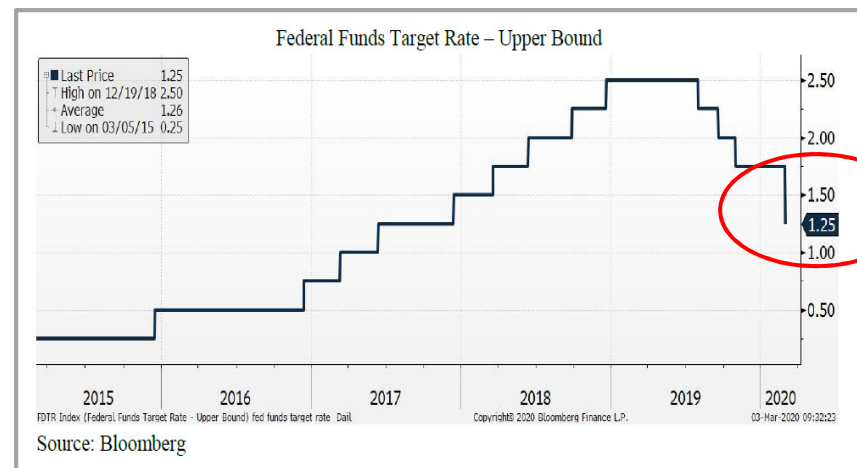
PATTERSON & ASSOCIATES



INVESTMENT PROFESSIONALS

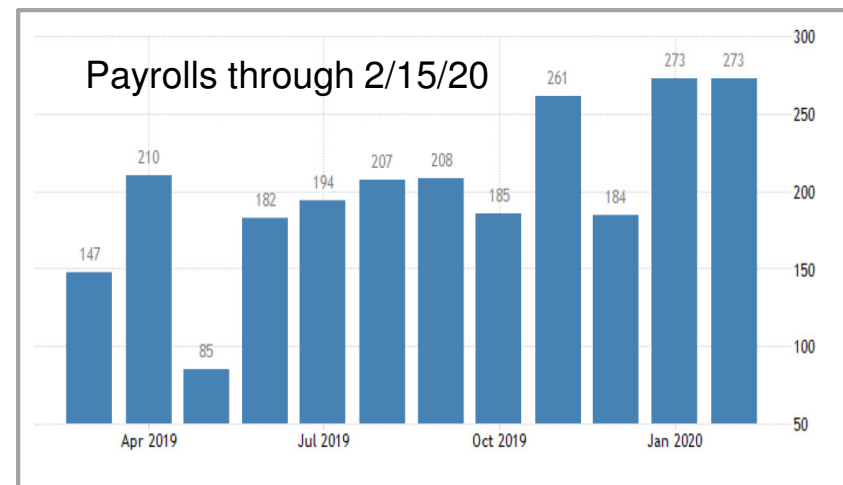
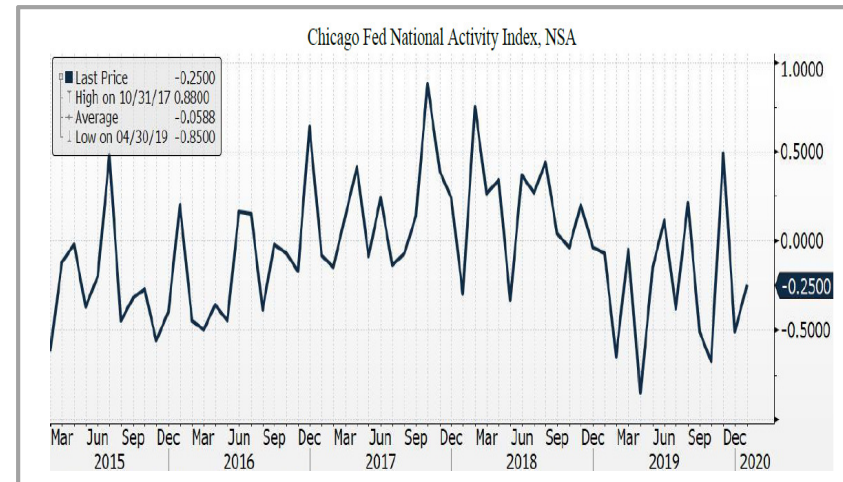
Virus Panic Overwhelms Markets

- Although the month of February started out solidly with the stock markets hitting all time highs and the economic picture still solid and stable, the last half of the month gripped the markets and put market participants in panic.
- U.S. economic growth remained mixed in early 2020, with moderate strength in consumer spending, a likely bottoming in business fixed investments and a robust housing sector.
- The corona virus (COVID-19), however, changed the entire investing landscape. The threat has had a major impact, reducing economic activity in China and disrupting global supply chains.
- The corona virus's jump to other countries has fanned investor fears. The risk of a U.S. contagion has hit share prices hard and fueled a flight to safety into bonds (lower yields).
- The historic highs of stocks crashed to historic daily lows and volatility. The fear was based on layoffs, decreased travel and constrained supply chains.
- G7 Finance Ministers met in face of the virus and issued a joint statement announcing a coordinated response. The statement noted that the leaders "are closely monitoring the spread of COVID-19 and its impact on markets and economic conditions." They also reaffirmed their "commitment to use all appropriate policy tools to achieve strong, sustainable growth and safeguard against downside risks."
- The Fed's response was to make an emergency ½ % cut to the Fed Funds rates rather than to wait for their planned March 17-18 policy meeting. It was following Japan and Australia.
- Lower interest rates may not help much to offset the panic. The hit to China's economy will impact all its trading partners and until we get a clear indication of a peaking in cases, that panic looks to continue.



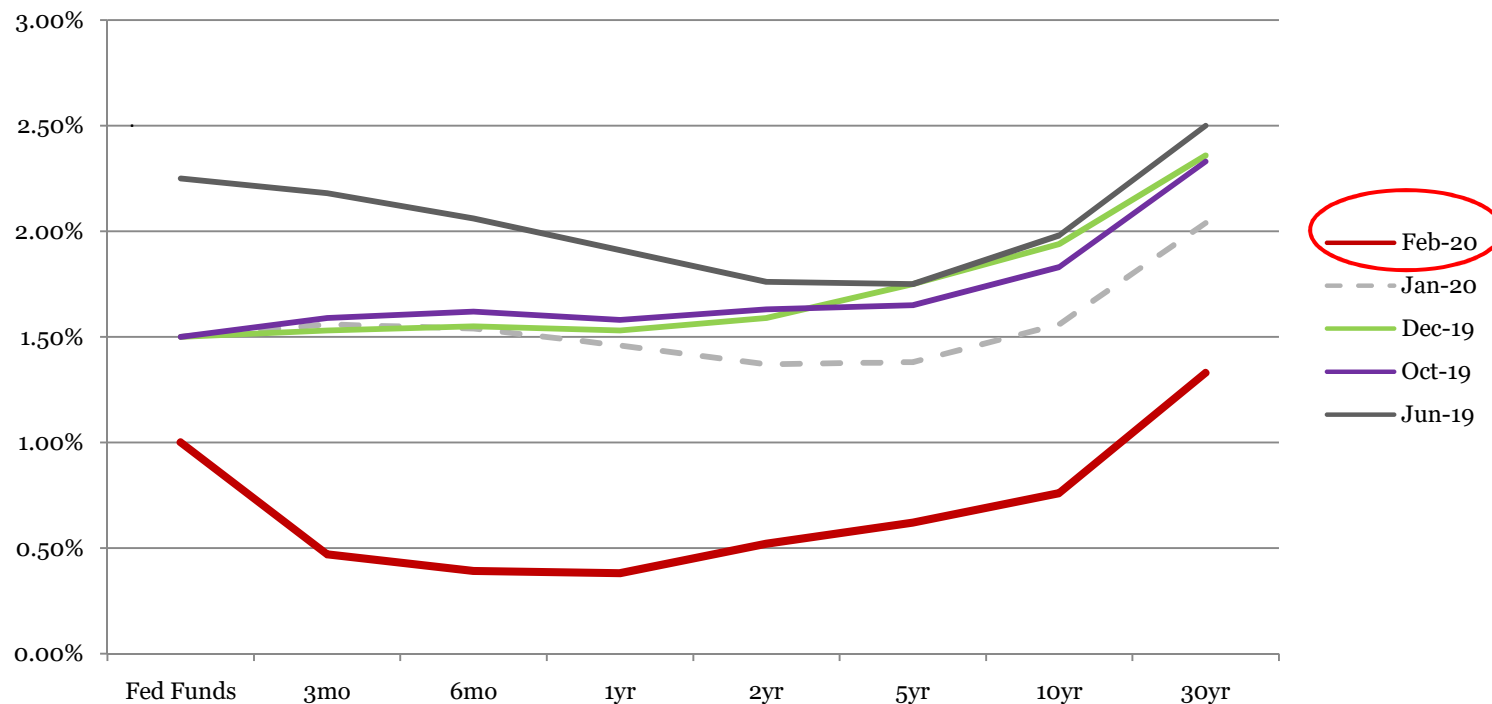
Fed Versus the Virus - Round One

- Going forward, despite the latest rounds of economic data still painting a relatively solid picture of domestic conditions – at least in hindsight – the FOMC is likely to continue a campaign of further policy adjustments with very few other arrows in their quiver. Additional cuts are being priced in by the market and may, if not eventually, reach an approaching zero.
- In times of uncertainty, markets typically look to central banks for a panacea. But since this is not economic in nature per se, but a potential to slow economies, do central banks even have the medicine they need. A series of rate cuts may prove ineffective if no business or consumer uses it. China remains in a virtual lock-down that lower rates will not cure.
- As the threat from the global outbreak continues to choke off international supply chains, restraining global travel and tourism, retail expenditures, as well as the free flow of labor, capital and goods, U.S. central bankers will act to cushion the domestic economy with the limited tools they have available. The question will be whether fiscal weapons will be brought to bear.
- The developing nature of the virus' threat – both real and perceived – is not yet quantifiable so the actions of the central banks can not be judged.
- Gold is up as investors run to grab safety nets, but when OPEC tried to cut production, the members again did not play well in the sand box so oil has dropped to three year lows. Most of the move will be into the US fixed income market continuing to drive yields on treasuries and agencies lower.



This is more than anyone expected

- To say this month's moves are dramatic is to state the obvious. The virus has caused rates to plummet. The corona virus has increased the demand for safe havens while questions about liquidity swirled in the debt markets. The virus has spurred an epic rally in global bonds as we re-visit historic low rates.
- Each day as the equity market gyrated wildly, the impact could be felt in the fixed income market. Risk off days brought broad swings to lower rates as investors rushed for safety. The curve dropped across all maturities. The question will be IF and WHEN the virus is tamed, will the supply chains and economic disruptions be too far depressed to be overcome in short order, because supply chains will start up immediately. That will probably depend on how long it lasts.
- On the short end the traders are amped up on bets that the Fed will cut again in March. Even the stronger than expected jobs report for February was enough to dent that call.



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

McAllen Independent School District
 Monthly Investment Report
 February 1, 2020 – February 29, 2020

Portfolio Summary Management Report

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

<u>Portfolio as of 01/31/20:</u>		<u>Portfolio as of 02/29/20:</u>	
Beginning Book Value	\$ 137,480,243	Ending Book Value	\$ 167,549,959
Beginning Market Value	\$ 137,504,642	Ending Market Value	\$ 167,580,943
		Unrealized Gain/Loss	\$ 30,984
WAM at Beginning Period Date ¹	33 days	WAM at Ending Period Date ¹	44 days
<i>(Increase in market value is due to seasonal cash inflows)</i>		Change in Market Value ²	\$ 30,076,301
	Average Yield to Maturity for period		1.654%
	Average Yield 180-Day Treasury Bill for period		1.510%

Cynthia Medrano-Richards

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

Iris Luna

 Iris Luna, Director of Accounting
 McAllen ISD

Dyanira Diaz
Dyanira Diaz (Mar 11, 2020)

 Dyanira Diaz, Coordinator for Accounting
 McAllen ISD

Adelita Felix

 Adelita Felix, CFO
 McAllen ISD

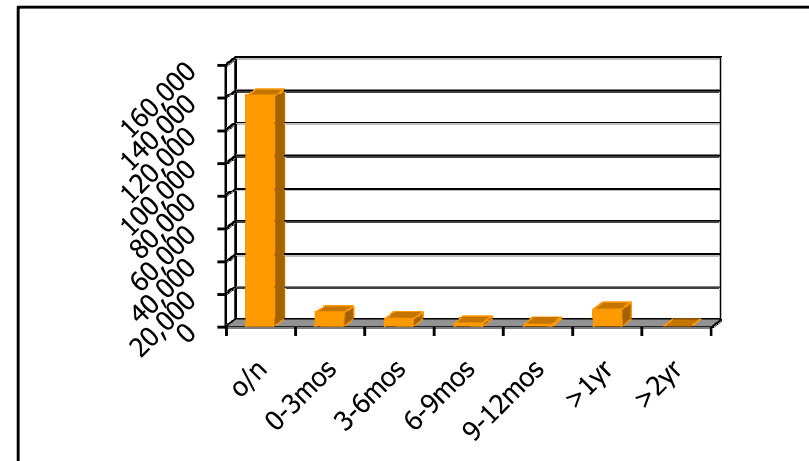
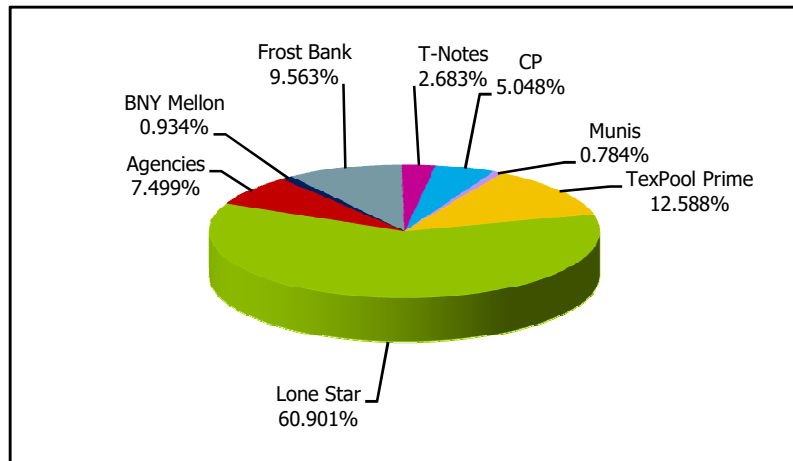
 1 WAM – weighted average maturity

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

Your Portfolio

As of February 29, 2020

- P&A constantly reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions.
- The graphs below show asset allocations by market sector and by maturity. They do reflect our ongoing anticipation of lower rates into 2020. These rate cuts and the potential of more decreasing rates indicates the need to extend portfolios. Extending now will lock in yields even though rates may decrease and provides for extra safety.
- The non-cash portion of your portfolio is yielding 1.94%.





**McAllen ISD
Portfolio Management
Portfolio Summary
February 29, 2020**

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
BNY Mellon	1,564,845.36	1,564,845.36	1,564,845.36	0.93	1	1	0.000
Frost Bank	16,023,416.32	16,023,416.32	16,023,416.32	9.56	1	1	1.180
Commercial Paper Disc. -Amortizing	8,500,000.00	8,457,562.23	8,457,562.23	5.05	157	99	1.918
Federal Agency Coupon Securities	12,565,000.00	12,573,278.16	12,564,433.33	7.50	517	460	1.622
Treasury Coupon Securities	4,500,000.00	4,500,279.00	4,495,971.91	2.68	566	29	2.662
Municipal Bonds	1,305,000.00	1,330,669.35	1,312,837.08	0.78	719	351	2.650
Texpool/Texpool Prime	21,089,604.00	21,089,604.00	21,089,604.00	12.59	1	1	1.677
Lone Star	102,041,288.58	102,041,288.58	102,041,288.58	60.90	1	1	1.674
Investments	167,589,154.26	167,580,943.00	167,549,958.81	100.00%	68	44	1.654

Cash and Accrued Interest							
Accrued Interest at Purchase		571.98	571.98				
Subtotal		571.98	571.98				
Total Cash and Investments	167,589,154.26	167,581,514.98	167,550,530.79		68	44	1.654

Total Earnings	February 29 Month Ending	Fiscal Year To Date
Current Year	202,500.26	1,498,073.58

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

Mar 11, 2020

Adelita Felix, Chief Financial Officer



McAllen ISD
Summary by Type
February 29, 2020
Grouped by Fund

Patterson & Associates
 901 S. MoPac
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Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Activity Fund						
Frost Bank	1	1,801,700.03	1,801,700.03	1.08	1.180	1
Subtotal	1	1,801,700.03	1,801,700.03	1.08	1.180	1
Fund: Clearing Fund						
Frost Bank	1	4,211,509.37	4,211,509.37	2.51	1.180	1
Subtotal	1	4,211,509.37	4,211,509.37	2.51	1.180	1
Fund: Capital Projects Fund						
Frost Bank	1	2,261,515.67	2,261,515.67	1.35	1.180	1
Lone Star	3	29,739,119.17	29,739,119.17	17.75	1.723	1
Subtotal	4	32,000,634.84	32,000,634.84	19.10	1.684	1
Fund: Debt Service Fund						
Frost Bank	1	6,678.92	6,678.92	0.00	1.180	1
Lone Star	2	1,379,189.06	1,379,189.06	0.82	1.728	1
Subtotal	3	1,385,867.98	1,385,867.98	0.82	1.725	1
Fund: General Fund						
Commercial Paper Disc. -Amortizing	4	8,500,000.00	8,457,562.23	5.05	1.918	99
Frost Bank	1	7,084,806.89	7,084,806.89	4.23	1.180	1
Federal Agency Coupon Securities	3	5,565,000.00	5,565,000.00	3.32	1.650	405
Lone Star	3	63,168,905.54	63,168,905.54	37.70	1.654	1
Treasury Coupon Securities	2	4,500,000.00	4,495,971.91	2.68	2.662	29
Texpool/Texpool Prime	2	21,089,604.00	21,089,604.00	12.59	1.677	1
Subtotal	15	109,908,316.43	109,861,850.57	65.57	1.689	30
Fund: Plan 457 Fund						
Frost Bank	1	31,424.18	31,424.18	0.02	1.180	1
Subtotal	1	31,424.18	31,424.18	0.02	1.180	1

McAllen ISD
Summary by Type
February 29, 2020
Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Proprietary Fund						
Frost Bank	1	625,781.26	625,781.26	0.37	1.180	1
Lone Star	2	7,754,074.81	7,754,074.81	4.63	1.646	1
Subtotal	3	8,379,856.07	8,379,856.07	5.00	1.612	1
Fund: QSCB - Reserve Fund						
BNY Mellon	1	1,564,845.36	1,564,845.36	0.93	0.000	1
Federal Agency Coupon Securities	2	7,000,000.00	6,999,433.33	4.18	1.600	504
Municipal Bonds	1	1,305,000.00	1,312,837.08	0.78	2.650	351
Subtotal	4	9,869,845.36	9,877,115.77	5.89	1.486	404
Fund: QSCB - Debt Service						
BNY Mellon	1	0.00	0.00	0.00	0.000	0
Subtotal	1	0.00	0.00	0.00	0.000	0
Total and Average	33	167,589,154.26	167,549,958.81	100.00	1.654	44



**McAllen ISD
Fund ACT - Activity Fund
Investments by Fund
February 29, 2020**

Patterson & Associates
901 S. MoPac
Suite 195
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-

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999915	10020	Frost Bank Public Checking	07/01/2019	1,801,700.03	1,801,700.03	1,801,700.03	1.180	1.163	1.180	1
Subtotal and Average				1,801,700.03	1,801,700.03	1,801,700.03		1.164	1.180	1
Total Investments and Average				1,801,700.03	1,801,700.03	1,801,700.03		1.164	1.180	1

**Fund CLEAR - Clearing Fund
Investments by Fund
February 29, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999914	10019	Frost Bank Public Checking	07/01/2019	4,211,509.37	4,211,509.37	4,211,509.37	1.180	1.163	1.180	1
Subtotal and Average				4,211,509.37	4,211,509.37	4,211,509.37		1.164	1.180	1
Total Investments and Average				4,211,509.37	4,211,509.37	4,211,509.37		1.164	1.180	1

**Fund CP - Capital Projects Fund
Investments by Fund
February 29, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999922	10103	Frost Bank Public Checking	12/18/2019	2,261,515.67	2,261,515.67	2,261,515.67	1.180	1.163	1.180	1
Subtotal and Average				2,261,515.67	2,261,515.67	2,261,515.67		1.164	1.180	1
Lone Star										
108906G	10101	Lone Star Corporate Overnight	12/18/2019	1,343,317.38	1,343,317.38	1,343,317.38	1.730	1.706	1.730	1
108906I	10108	Lone Star Corporate Overnight	02/21/2020	27,011,056.81	27,011,056.81	27,011,056.81	1.730	1.706	1.730	1
108906H	10102	Lone Star Government ON	12/18/2019	1,384,744.98	1,384,744.98	1,384,744.98	1.570	1.548	1.570	1
Subtotal and Average				29,739,119.17	29,739,119.17	29,739,119.17		1.699	1.723	1
Total Investments and Average				32,000,634.84	32,000,634.84	32,000,634.84		1.661	1.684	1

**Fund DS - Debt Service Fund
Investments by Fund
February 29, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999918	10023	Frost Bank Public Checking	07/01/2019	6,678.92	6,678.92	6,678.92	1.180	1.163	1.180	1
Subtotal and Average				6,678.92	6,678.92	6,678.92		1.164	1.180	1
Lone Star										
108906B	10032	Lone Star Corporate Overnight	10/22/2015	1,358,144.78	1,358,144.78	1,358,144.78	1.730	1.706	1.730	1
108906C	10089	Lone Star Government ON	08/05/2019	21,044.28	21,044.28	21,044.28	1.570	1.548	1.570	1
Subtotal and Average				1,379,189.06	1,379,189.06	1,379,189.06		1.704	1.728	1
Total Investments and Average				1,385,867.98	1,385,867.98	1,385,867.98		1.701	1.725	1

**Fund GEN - General Fund
Investments by Fund
February 29, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Frost Bank											
999917	10022	Frost Bank Public Checking	07/01/2019	7,084,806.89	7,084,806.89	7,084,806.89	1.180	1.163	1.180		1
Subtotal and Average				7,084,806.89	7,084,806.89	7,084,806.89		1.164	1.180		1
Commercial Paper Disc. -Amortizing											
05990CGT5	10104	Banco Credito MIA CP	01/31/2020	2,481,294.45	2,500,000.00	2,481,294.45		1.836	1.862	07/27/2020	148
05990CHA5	10105	Banco Credito MIA CP	02/13/2020	1,983,980.00	2,000,000.00	1,983,980.00		1.795	1.820	08/10/2020	162
09702LC29	10100	Boeing Company CP	12/06/2019	1,999,887.78	2,000,000.00	1,999,887.78		2.029	2.058	03/02/2020	1
56108JEC1	10094	Malayan Bank CP	11/14/2019	1,992,400.00	2,000,000.00	1,992,400.00	1.900	1.918	1.944	05/12/2020	72
Subtotal and Average				8,457,562.23	8,500,000.00	8,457,562.23		1.892	1.918		98
Federal Agency Coupon Securities											
3133EK6Y7	10093	FFCB Call Note	11/14/2019	2,000,000.00	2,000,000.00	2,000,070.30	1.670	1.694	1.717	05/13/2021	438
3133EK7L4	10097	FFCB Call Note	11/19/2019	2,000,000.00	2,000,000.00	2,002,513.78	1.660	1.637	1.660	11/19/2020	263
3134GVDW5	10107	FHLMC Call Note	02/28/2020	1,565,000.00	1,565,000.00	1,565,438.14	1.550	1.528	1.549	08/26/2021	543
Subtotal and Average				5,565,000.00	5,565,000.00	5,568,022.22		1.627	1.650		404
Treasury Coupon Securities											
912828W63	10075	T Note	09/10/2018	2,249,137.33	2,250,000.00	2,250,139.50	1.625	2.614	2.650	03/15/2020	14
912828X21	10076	T Note	09/12/2018	2,246,834.58	2,250,000.00	2,250,139.50	1.500	2.637	2.673	04/15/2020	45
Subtotal and Average				4,495,971.91	4,500,000.00	4,500,279.00		2.626	2.662		29
Texpool/Texpool Prime											
999921	10092	Texpool	08/05/2019	10,533,625.48	10,533,625.48	10,533,625.48	1.591	1.569	1.590		1
999920	10034	Texpool Prime	11/03/2015	10,555,978.52	10,555,978.52	10,555,978.52	1.764	1.739	1.763		1
Subtotal and Average				21,089,604.00	21,089,604.00	21,089,604.00		1.654	1.677		1
Lone Star											
108906F	10099	Lone Star Corporate Overnight+	11/18/2019	0.00	0.00	0.00					1
108906	10003	Lone Star Corporate Overnight	11/01/2014	33,106,472.73	33,106,472.73	33,106,472.73	1.730	1.706	1.730		1
108906D	10090	Lone Star Government ON	08/05/2019	30,062,432.81	30,062,432.81	30,062,432.81	1.570	1.548	1.570		1
Subtotal and Average				63,168,905.54	63,168,905.54	63,168,905.54		1.631	1.654		1
Total Investments and Average				109,861,850.57	109,908,316.43	109,869,179.88		1.666	1.689		30

**Fund PLAN457 - Plan 457 Fund
Investments by Fund
February 29, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999916	10021	Frost Bank Public Checking	07/01/2019	31,424.18	31,424.18	31,424.18	1.180	1.163	1.180	1
Subtotal and Average				31,424.18	31,424.18	31,424.18		1.164	1.180	1
Total Investments and Average				31,424.18	31,424.18	31,424.18		1.164	1.180	1

**Fund PROP - Proprietary Fund
Investments by Fund
February 29, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999919	10024	Frost Bank Public Checking	07/01/2019	625,781.26	625,781.26	625,781.26	1.180	1.163	1.180	1
Subtotal and Average				625,781.26	625,781.26	625,781.26		1.164	1.180	1
Lone Star										
108906A	10025	Lone Star Corporate Overnight	08/05/2015	3,703,975.35	3,703,975.35	3,703,975.35	1.730	1.706	1.730	1
108906E	10091	Lone Star Government ON	08/05/2019	4,050,099.46	4,050,099.46	4,050,099.46	1.570	1.548	1.570	1
Subtotal and Average				7,754,074.81	7,754,074.81	7,754,074.81		1.624	1.646	1
Total Investments and Average				8,379,856.07	8,379,856.07	8,379,856.07		1.590	1.612	1

**Fund QSCB - QSCB - Reserve Fund
Investments by Fund
February 29, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
BNY Mellon											
882521	10014	BNY Mellon - Cash	07/01/2019	1,564,845.36	1,564,845.36	1,564,845.36					1
Subtotal and Average				1,564,845.36	1,564,845.36	1,564,845.36		0.000	0.000		1
Federal Agency Coupon Securities											
3133ELAS3	10098	FFCB Call Note	11/26/2019	2,999,433.33	3,000,000.00	3,004,136.10	1.640	1.644	1.667	05/26/2021	451
3134GVDW5	10106	FHLMC Call Note	02/28/2020	4,000,000.00	4,000,000.00	4,001,119.84	1.550	1.528	1.549	08/26/2021	543
Subtotal and Average				6,999,433.33	7,000,000.00	7,005,255.94		1.578	1.600		503
Municipal Bonds											
9143013U8	10083	University of Houston	02/27/2019	1,312,837.08	1,305,000.00	1,330,669.35	3.300	2.614	2.650	02/15/2021	351
Subtotal and Average				1,312,837.08	1,305,000.00	1,330,669.35		2.614	2.650		351
Total Investments and Average				9,877,115.77	9,869,845.36	9,900,770.65		1.466	1.486		403

**Fund QSCBDS - QSCB - Debt Service
Investments by Fund
February 29, 2020**

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



McAllen ISD
Cash Reconciliation Report
For the Period February 1, 2020 - February 29, 2020
Grouped by Fund

Patterson & Associates
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 -

Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
General Fund											
02/12/2020	10096	GEN	Maturity	05990CBC7	2,000,000.00	BCIMIA 2.0M 0.00% Mat. 02/12/2020	02/12/2020	0.00	0.00	2,000,000.00	2,000,000.00
02/13/2020	10105	GEN	Purchase	05990CHA5	2,000,000.00	BCIMIA 2.0M 0.00% Mat. 08/10/2020	08/10/2020	-1,982,298.89	0.00	0.00	-1,982,298.89
02/28/2020	10107	GEN	Purchase	3134GVDW5	1,565,000.00	FHLMCC 1.6M 1.55% Mat.	08/26/2021	-1,565,000.00	-134.76	0.00	-1,565,134.76
Subtotal								-3,547,298.89	-134.76	2,000,000.00	-1,547,433.65
QSCB - Reserve Fund											
02/11/2020	10064	QSCB	Interest	3130ADN32	2,925,000.00	FHLB 2.9M 2.13% Mat. 02/11/2020	02/11/2020	0.00	31,078.13	0.00	31,078.13
02/11/2020	10066	QSCB	Interest	3130ADN32	1,350,000.00	FHLB 1.4M 2.13% Mat. 02/11/2020	02/11/2020	0.00	14,343.75	0.00	14,343.75
02/11/2020	10064	QSCB	Maturity	3130ADN32	2,925,000.00	FHLB 2.9M 2.13% Mat. 02/11/2020	02/11/2020	0.00	0.00	2,925,000.00	2,925,000.00
02/11/2020	10066	QSCB	Maturity	3130ADN32	1,350,000.00	FHLB 1.4M 2.13% Mat. 02/11/2020	02/11/2020	0.00	0.00	1,350,000.00	1,350,000.00
02/15/2020	10083	QSCB	Interest	9143013U8	1,305,000.00	UNIVHS 1.3M 3.30% Mat.	02/15/2021	0.00	21,532.50	0.00	21,532.50
02/28/2020	10106	QSCB	Purchase	3134GVDW5	4,000,000.00	FHLMCC 4.0M 1.55% Mat.	08/26/2021	-4,000,000.00	-344.44	0.00	-4,000,344.44
Subtotal								-4,000,000.00	66,609.94	4,275,000.00	341,609.94
Total								-7,547,298.89	66,475.18	6,275,000.00	-1,205,823.71



**McAllen ISD
Purchases Report
Sorted by Fund - Fund
February 1, 2020 - February 29, 2020**

Patterson & Associates
901 S. MoPac
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-

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
Capital Projects Fund													
108906I	10108	CP	RR2	LSCORP	13,000,000.00	02/21/2020	/ - Monthly	13,000,000.00		1.730		1.730	27,011,056.81
				Subtotal	13,000,000.00			13,000,000.00	0.00				27,011,056.81
General Fund													
05990CHA5	10105	GEN	ACP	BCIMIA	2,000,000.00	02/13/2020	08/10 - At Maturity	1,982,298.89			08/10/2020	1.796	1,983,980.00
3134GVDW5	10107	GEN	FAC	FHLMCC	1,565,000.00	02/28/2020	08/26 - 02/26	1,565,000.00	134.76	1.550	08/26/2021	1.550	1,565,000.00
				Subtotal	3,565,000.00			3,547,298.89	134.76				3,548,980.00
QSCB - Reserve Fund													
3134GVDW5	10106	QSCB	FAC	FHLMCC	4,000,000.00	02/28/2020	08/26 - 02/26	4,000,000.00	344.44	1.550	08/26/2021	1.550	4,000,000.00
				Subtotal	4,000,000.00			4,000,000.00	344.44				4,000,000.00
				Total Purchases	20,565,000.00			20,547,298.89	479.20				34,560,036.81



**McAllen ISD
Maturity Report
Sorted by Maturity Date**

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

Receipts during February 1, 2020 - February 29, 2020

CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
3130ADN32	10064	QSCB	FAC	FHLB	2,925,000.00	02/11/2020	03/01/2018	2.125	2,925,000.00	31,078.13	2,956,078.13	31,078.13
3130ADN32	10066	QSCB	FAC	FHLB	1,350,000.00	02/11/2020	03/21/2018	2.125	1,350,000.00	14,343.75	1,364,343.75	14,343.75
05990CBC7	10096	GEN	ACP	BCIMIA	2,000,000.00	02/12/2020	11/15/2019		2,000,000.00	0.00	2,000,000.00	0.00
Total Maturities					6,275,000.00				6,275,000.00	45,421.88	6,320,421.88	45,421.88



McAllen ISD
Interest Earnings
Sorted by Fund - Fund
February 1, 2020 - February 29, 2020
Yield on Average Book Value

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

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Activity Fund												
999915	10020	ACT	LA2	1,801,700.03	1,743,724.01	1,747,722.36		1.180	1.078	1,496.99	0.00	1,496.99
			Subtotal	1,801,700.03	1,743,724.01	1,747,722.36			1.078	1,496.99	0.00	1,496.99
Fund: Clearing Fund												
999914	10019	CLEAR	LA2	4,211,509.37	4,379,892.57	4,368,279.94		1.180	0.608	2,108.59	0.00	2,108.59
			Subtotal	4,211,509.37	4,379,892.57	4,368,279.94			0.608	2,108.59	0.00	2,108.59
Fund: Capital Projects Fund												
108906G	10101	CP	RR2	1,343,317.38	1,374,650.97	1,355,111.48		1.730	1.722	1,854.25	0.00	1,854.25
108906H	10102	CP	RR2	1,384,744.98	1,391,629.92	1,384,036.07		1.570	1.562	1,717.22	0.00	1,717.22
999922	10103	CP	LA2	2,261,515.67	267,259.12	10,827,550.96		1.180	0.974	8,377.13	0.00	8,377.13
108906I	10108	CP	RR2	27,011,056.81	0.00	8,138,693.57		1.730	1.710	11,056.81	0.00	11,056.81
			Subtotal	32,000,634.84	3,033,540.01	21,705,392.07			1.334	23,005.41	0.00	23,005.41
Fund: Debt Service Fund												
999918	10023	DS	LA2	6,678.92	6,223.34	199,820.27		1.180	1.059	168.13	0.00	168.13
108906B	10032	DS	RR2	1,358,144.78	3,332,483.11	1,923,666.65		1.730	1.727	2,639.39	0.00	2,639.39
108906C	10089	DS	RR2	21,044.28	1,909,458.75	932,679.37		1.570	1.565	1,159.41	0.00	1,159.41
			Subtotal	1,385,867.98	5,248,165.20	3,056,166.29			1.634	3,966.93	0.00	3,966.93
Fund: General Fund												
108906	10003	GEN	RR2	33,106,472.73	37,913,546.49	38,249,599.57		1.730	1.722	52,341.91	0.00	52,341.91
999917	10022	GEN	LA2	7,084,806.89	5,465,170.25	5,576,869.33		1.180	1.218	5,395.62	0.00	5,395.62
999920	10034	GEN	RRP	10,555,978.52	10,541,207.61	10,542,226.29		1.764	1.763	14,770.91	0.00	14,770.91
912828W63	10075	GEN	TRC	2,250,000.00	2,247,350.38	2,248,274.67	03/15/2020	1.625	2.631	2,912.95	1,786.95	4,699.90
912828X21	10076	GEN	TRC	2,250,000.00	2,244,794.64	2,245,849.78	04/15/2020	1.500	2.642	2,674.18	2,039.94	4,714.12
108906D	10090	GEN	RR2	30,062,432.81	24,162,049.00	30,007,449.23		1.570	1.561	37,223.85	0.00	37,223.85
999921	10092	GEN	RRP	10,533,625.48	10,520,329.11	10,521,246.10		1.591	1.591	13,296.37	0.00	13,296.37
3133EK6Y7	10093	GEN	FAC	2,000,000.00	1,999,811.24	1,999,964.20	05/13/2021	1.670	1.870	2,783.33	188.76	2,972.09

McAllen ISD
Interest Earnings
February 1, 2020 - February 29, 2020

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: General Fund												
56108JEC1	10094	GEN	ACP	2,000,000.00	1,989,338.89	1,990,922.22	05/12/2020	1.900	1.935	0.00	3,061.11	3,061.11
05990CBC7	10096	GEN	ACP	0.00	1,998,747.22	758,404.69	02/12/2020		2.079	0.00	1,252.78	1,252.78
3133EK7L4	10097	GEN	FAC	2,000,000.00	2,000,000.00	2,000,000.00	11/19/2020	1.660	1.741	2,766.67	0.00	2,766.67
108906F	10099	GEN	RR2	0.00	0.02	0.01				0.00	0.00	0.00
09702LC29	10100	GEN	ACP	2,000,000.00	1,996,633.33	1,998,316.67	03/02/2020		2.050	0.00	3,254.45	3,254.45
05990CGT5	10104	GEN	ACP	2,500,000.00	2,477,629.17	2,479,525.00	07/27/2020		1.861	0.00	3,665.28	3,665.28
05990CHA5	10105	GEN	ACP	2,000,000.00	0.00	1,162,559.00	08/10/2020		1.820	0.00	1,681.11	1,681.11
3134GVDW5	10107	GEN	FAC	1,565,000.00	0.00	107,931.03	08/26/2021	1.550	2.357	202.15	0.00	202.15
Subtotal				109,908,316.43	105,556,607.35	111,889,137.80			1.702	134,367.94	16,930.38	151,298.32
Fund: Plan 457 Fund												
999916	10021	PLAN457	LA2	31,424.18	31,559.96	31,449.88		1.180	1.060	26.48	0.00	26.48
Subtotal				31,424.18	31,559.96	31,449.88			1.060	26.48	0.00	26.48
Fund: Proprietary Fund												
999919	10024	PROP	LA2	625,781.26	400,102.37	415,666.43		1.180	1.518	501.17	0.00	501.17
108906A	10025	PROP	RR2	3,703,975.35	5,579,428.00	3,480,248.63		1.730	1.724	4,768.03	0.00	4,768.03
108906E	10091	PROP	RR2	4,050,099.46	2,515,057.48	3,887,311.97		1.570	1.561	4,821.30	0.00	4,821.30
Subtotal				8,379,856.07	8,494,587.85	7,783,227.04			1.632	10,090.50	0.00	10,090.50
Fund: QSCB - Reserve Fund												
882521	10014	QSCB	LA1	1,564,845.36	404,673.99	3,225,655.16				0.00	0.00	0.00
3130ADN32	10064	QSCB	FAC	0.00	2,924,832.86	1,008,594.75	02/11/2020	2.125	2.363	1,726.57	167.14	1,893.71
3130ADN32	10066	QSCB	FAC	0.00	1,349,905.50	465,502.58	02/11/2020	2.125	2.410	796.87	94.50	891.37
9143013U8	10083	QSCB	MC2	1,305,000.00	1,313,520.54	1,313,178.03	02/15/2021	3.300	2.785	3,588.75	-683.46	2,905.29
3133ELAS3	10098	QSCB	FAC	3,000,000.00	2,999,233.33	2,999,333.56	05/26/2021	1.640	1.804	4,100.00	200.00	4,300.00
3134GVDW5	10106	QSCB	FAC	4,000,000.00	0.00	275,862.07	08/26/2021	1.550	2.357	516.67	0.00	516.67
Subtotal				9,869,845.36	8,992,166.22	9,288,126.15			1.424	10,728.86	-221.82	10,507.04
Total				167,589,154.26	137,480,243.17	159,869,501.53			1.594	185,791.70	16,708.56	202,500.26



**McAllen ISD
Amortization Schedule
February 1, 2020 - February 29, 2020
Sorted By Fund - Fund**

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

Investment #	Maturity Date	Beginning Par Value				Amounts Amortized				
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	And Unamortized As of 02/01/2020	Amount Amortized This Period	Amt Amortized Through 02/29/2020	Amount Unamortized Through 02/29/2020
General Fund										
10096	GEN	02/12/2020	2,000,000.00	1,989,863.89	-10,136.11	0.00	8,883.33	1,252.78	10,136.11	0.00
	Banco Credito MIA CP						-1,252.78			
10104	GEN	07/27/2020	2,500,000.00	2,477,502.78	-22,497.22	2,481,294.45	126.39	3,665.28	3,791.67	-18,705.55
	Banco Credito MIA CP						-22,370.83			
10105	GEN	08/10/2020	2,000,000.00	1,982,298.89	-17,701.11	1,983,980.00	0.00	1,681.11	1,681.11	-16,020.00
	Banco Credito MIA CP						-17,701.11			
10100	GEN	03/02/2020	2,000,000.00	1,990,236.67	-9,763.33	1,999,887.78	6,396.66	3,254.45	9,651.11	-112.22
	Boeing Company CP						-3,366.67			
10093	GEN	05/13/2021	2,000,000.00	1,998,600.00	-1,400.00	2,000,000.00	1,211.24	188.76	1,400.00	0.00
	FFCB Call Note	02/13/2020	1.670				-188.76			
10094	GEN	05/12/2020	2,000,000.00	1,981,000.00	-19,000.00	1,992,400.00	8,338.89	3,061.11	11,400.00	-7,600.00
	Malayan Bank CP		1.900				-10,661.11			
10075	GEN	03/15/2020	2,250,000.00	2,215,986.33	-34,013.67	2,249,137.33	31,364.05	1,786.95	33,151.00	-862.67
	T Note		1.625				-2,649.62			
10076	GEN	04/15/2020	2,250,000.00	2,209,130.86	-40,869.14	2,246,834.58	35,663.78	2,039.94	37,703.72	-3,165.42
	T Note		1.500				-5,205.36			
			Subtotal	16,844,619.42	-155,380.58	14,953,534.14	91,984.34	16,930.38	108,914.72	-46,465.86
							-63,396.24			
QSCB - Reserve Fund										
10098	QSCB	05/26/2021	3,000,000.00	2,998,800.00	-1,200.00	2,999,433.33	433.33	200.00	633.33	-566.67
	FFCB Call Note	05/26/2020	1.640				-766.67			
10064	QSCB	02/11/2020	2,925,000.00	2,913,300.00	-11,700.00	0.00	11,532.86	167.14	11,700.00	0.00
	FHLB Note		2.125				-167.14			
10066	QSCB	02/11/2020	1,350,000.00	1,343,574.00	-6,426.00	0.00	6,331.50	94.50	6,426.00	0.00
	FHLB Note		2.125				-94.50			
10083	QSCB	02/15/2021	1,305,000.00	1,321,129.80	16,129.80	1,312,837.08	-7,609.26	-683.46	-8,292.72	7,837.08
	University of Houston		3.300				8,520.54			
			Subtotal	8,576,803.80	-3,196.20	4,312,270.41	10,688.43	-221.82	10,466.61	7,270.41
							7,492.23			
			Total	25,421,423.22	-158,576.78	19,265,804.55	102,672.77	16,708.56	119,381.33	-39,195.45
							-55,904.01			



**McAllen ISD
Projected Cashflow Report
Sorted by Monthly**

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

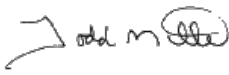
For the Period March 1, 2020 - September 30, 2020

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
March 2020										
03/02/2020	10100	GEN	09702LC29	Maturity	Boeing Company CP	2,000,000.00	1,990,236.67	2,000,000.00	0.00	2,000,000.00
03/15/2020	10075	GEN	912828W63	Maturity	T Note	2,250,000.00	2,215,986.33	2,250,000.00	18,281.25	2,268,281.25
Total for March 2020						4,250,000.00	4,206,223.00	4,250,000.00	18,281.25	4,268,281.25
April 2020										
04/15/2020	10076	GEN	912828X21	Maturity	T Note	2,250,000.00	2,209,130.86	2,250,000.00	16,875.00	2,266,875.00
Total for April 2020						2,250,000.00	2,209,130.86	2,250,000.00	16,875.00	2,266,875.00
May 2020										
05/12/2020	10094	GEN	56108JEC1	Maturity	Malayan Bank CP	2,000,000.00	1,981,000.00	2,000,000.00	0.00	2,000,000.00
05/13/2020	10093	GEN	3133EK6Y7	Interest	FFCB Call Note	0.00	0.00	0.00	16,700.00	16,700.00
05/19/2020	10097	GEN	3133EK7L4	Interest	FFCB Call Note	0.00	0.00	0.00	16,600.00	16,600.00
05/19/2020	10097	GEN	3133EK7L4	Call	FFCB Call Note	2,000,000.00	2,000,000.00	2,000,000.00	0.00	2,000,000.00
05/26/2020	10098	QSCB	3133ELAS3	Interest	FFCB Call Note	0.00	0.00	0.00	24,600.00	24,600.00
05/26/2020	10106	QSCB	3134GVDW5	Call	FHLMC Call Note	4,000,000.00	4,000,000.00	4,000,000.00	0.00	4,000,000.00
05/26/2020	10107	GEN	3134GVDW5	Call	FHLMC Call Note	1,565,000.00	1,565,000.00	1,565,000.00	0.00	1,565,000.00
Total for May 2020						9,565,000.00	9,546,000.00	9,565,000.00	57,900.00	9,622,900.00
July 2020										
07/27/2020	10104	GEN	05990CGT5	Maturity	Banco Credito MIA CP	2,500,000.00	2,477,502.78	2,500,000.00	0.00	2,500,000.00
Total for July 2020						2,500,000.00	2,477,502.78	2,500,000.00	0.00	2,500,000.00
August 2020										
08/10/2020	10105	GEN	05990CHA5	Maturity	Banco Credito MIA CP	2,000,000.00	1,982,298.89	2,000,000.00	0.00	2,000,000.00
08/15/2020	10083	QSCB	9143013U8	Interest	University of Houston	0.00	0.00	0.00	21,532.50	21,532.50
08/26/2020	10106	QSCB	3134GVDW5	Interest	FHLMC Call Note	0.00	0.00	0.00	31,000.00	31,000.00
08/26/2020	10107	GEN	3134GVDW5	Interest	FHLMC Call Note	0.00	0.00	0.00	12,128.75	12,128.75
Total for August 2020						2,000,000.00	1,982,298.89	2,000,000.00	64,661.25	2,064,661.25
GRAND TOTALS:						20,565,000.00	20,421,155.53	20,565,000.00	157,717.50	20,722,717.50

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:

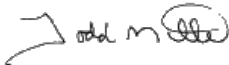


60 _____
Superintendent of Schools Mar 9, 2020

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:



61 _____
Superintendent of Schools **Mar 9, 2020**

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

SUBMITTED BY: *Maira Garcia*
Maira Garcia (Mar 10, 2020)

SUPERVISOR: *Silvia Ibarra*
Silvia Ibarra (Mar 10, 2020)

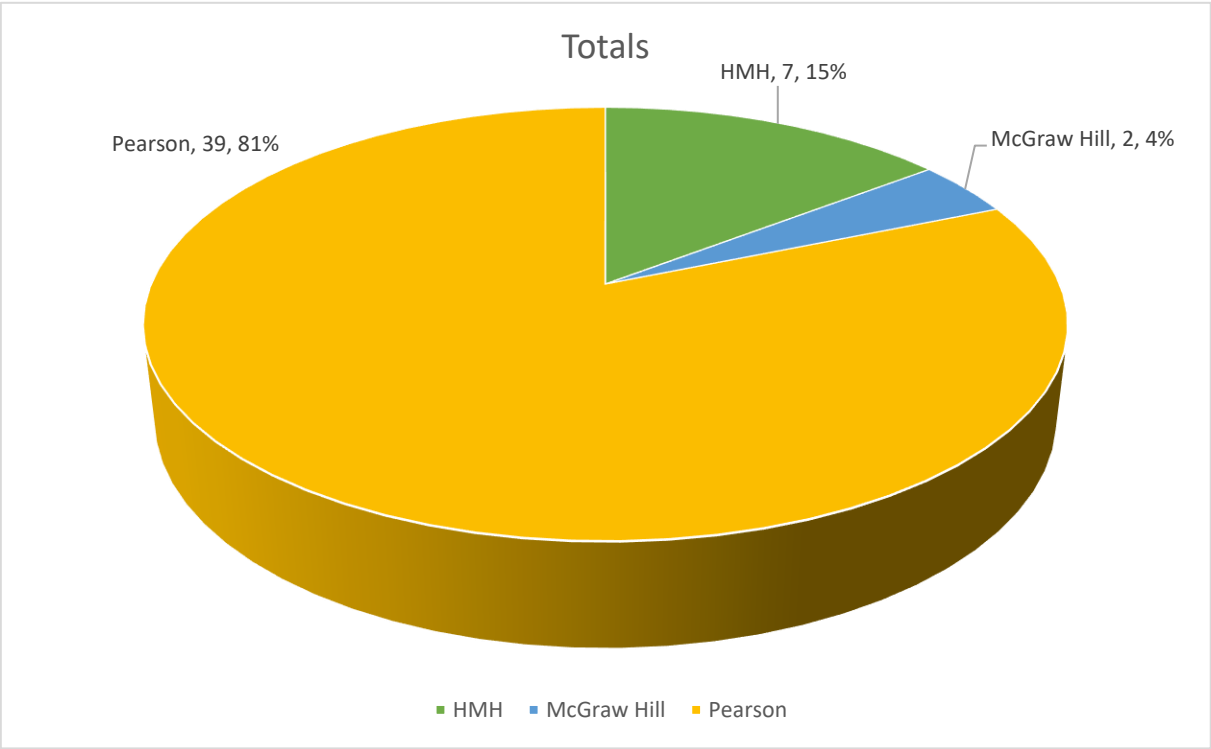
Approved for presentation to the Board of Education:

J. A. Douglas

62 _____
Superintendent of Schools Mar 10, 2020

Proclamation 2020 Results

	HMH	McGraw Hill	Pearson
Adm Comm	0	1	3
Teacher Led	1	1	12
All Teachers	6	0	24
Total	7	2	39
	HMH	McGraw Hill	Pearson
Totals	7	2	39



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

SUBMITTED BY: *Anjanette I. Garza*
Anjanette I. Garza (Mar 10, 2020)

SUPERVISOR: *Silvia Ibarra*
Silvia Ibarra (Mar 11, 2020)

Approved for presentation to the Board of Education:

J. X. O'Leary

64 _____
Superintendent of Schools Mar 10, 2020

McAllen Independent School District
2020 Elementary Summer School Program
Elementary Summer School Sites

Francisca Alvarez Elementary

Pablo Perez Elementary

Summer Program	Location	Date of Program	Staff Dev. Workday & or Registration	Instructional Times/(with 30 minutes lunch)	Number of Students Served/Grade Level	Funding Sources	Type of Program
Reading Remediation Mon. thru Thur.	Alvarez Perez	June 1-June 18	May 16	8:00 – 2:00 (11:30 – 12:00 Lunch)	280 / 5 th grade	State Compensatory, Title I	Remediation
Math Remediation Mon. thru Thur.	Alvarez Perez	June 1-June 18	May 16	8:00 – 2:00 (11:30 – 12:00 Lunch)	280 / 5 th grade	State Compensatory and Title I	Remediation
In Class Support for Migrants in Summer Remediation	Alvarez Perez	June 1-June 18	May 16	8:00 – 2:00 (11:30 – 12:00 Lunch)	30-40/5 th grade/K-1st	Migrant	Remediation
Promotion Retention Summer Program	Alvarez Perez	June 1-June 18	May 16	8:00 – 2:00 (11:30 – 12:00 Lunch)	1 st -5 th grade	State Compensatory and Title I	Remediation
Bilingual Summer Program	Alvarez Perez	June 1-June 25	May 16	8:00 – 4:00 (12:00 – 12:30 Lunch)	324 / Incoming K - 1 st	State Bilingual, Bilingual Federal Program and local funds	Enrichment
Bright Beginning Home-based Migrant Program	Home based	June 1-June 18		8:00 – 2:00	3 to 5 year olds	Title I, Part C Migrant	Enrichment
STAAR Administration	Alvarez Perez	June 23-June 24		8:00 – 2:00	189/ 5 th grade	Local funds	Remediation
Special Education Extended Year Services for Students with Disabilities Mon. thru Thur.	Achieve	June 8-June 18, July 20-July 30	June 4	8:00 – 12:00	30/Ages 3-22	Federal and State Special Education funds	Remediation
Special Education In-Class Support Services for Students with Disabilities Mon. thru Thur.	Alvarez Perez	June 1 – June 25	May 16	8:00 – 4:00	75 / K-5 th grade students who meet program criteria	Federal and State Special Education funds	Remediation
Community Youth Development Summer Enrichment Program	First Pres. Church (Fields Reading Camp)	June 1 – June 26	June 1 – June 4	8:00 - 12:00	100/3 rd – 6 th grade students	Community Youth Development Grant	Enrichment

Note: Weather Day tentatively scheduled for Saturday, June 13, 2020; programs, dates and times all based on needs and subject to change

McAllen Independent School District
2020 Elementary Summer School Program
Elementary Summer School Sites

Francisca Alvarez Elementary

Pablo Perez Elementary

Summer Program	Location	Date of Program	Staff Dev. Workday & or Registration	Instructional Times/(with 30 minutes lunch)	Number of Students Served/Grade Level	Funding Sources	Type of Program
Community Youth Development Summer Enrichment Program	Jackson Elementary (Parks & Rec)	June 1 – June 26 July 6 – July 30	June 1 – June 4 July 6 – July 9	8:00 – 12:00	50/3 rd – 6 th grade	Community Youth Development Grant	Enrichment
Regional Day School Program for the Deaf. Preschool Program for Children w/ Disabilities Mon. thru Thur.	Perez	June 1 – June 18	May 16	8:00 – 3:00	20 / Ages 3 – 5	Regional Day School Program for Deaf funds	Enrichment
Regional Day School Program for the Deaf. Summer Program Mon. thru Thur.	Perez	June 1- June 18	May 16/30	8:00 – 3:00	25 / K to 5 th grade	Regional Day School Program for Deaf funds	Enrichment (K-4) Remediation (5 th)
Parent Involvement Language Development Program Mon. thru Thur.	Navarro	June 1-June 18	May 29	8:00 –4:00	300 Parents	Title I, Part A	Enrichment
CODECHELLA	Cathey	June 1-June 18		8:00 – 1:00	63/Girls Completed 3 rd – 5 th	Title IV	Enrichment
CODEZILLA	Cathey	June 1-June 18		8:00 – 1:00	63/Boys Completed 3 rd – 5 th	Title IV	Enrichment
Language Ignition Camp	Alvarez Perez	June 1-June 18	May 16	8:00 – 1:00	40/2 nd -5 th	Title III	Enrichment

Note: Weather Day tentatively scheduled for Saturday, June 13, 2020; programs, dates and times all based on needs and subject to change

McAllen Independent School District
2020 Middle Summer School Program

Middle Summer School Site

Michael Fossum Middle School

Rodney Cathey Middle School

Summer Program	Location	Date of Program	Staff Dev. Workday & or Registration	Instructional Times/(with 30 minutes lunch)	Number of Students Served/Grade Level	Funding Sources	Total Project No. of Students
Middle School Summer Session	Fossum	June 1 – June 23	May 29/May 30	8:00 – 2:45 (10:50 – 11:15 & 11:15 – 11:45 Lunch)	All MISD Students who meet criteria 6 th -8 th grade	State Compensatory and Title I	Remediation
Silver STAAR Academy- Summer STAAR Classes (Reading and Math)	Fossum	June 1- June 18	May 29/May 30	8:00 – 2:45 (11:15 – 11:45 Lunch)	Estimated 400 / 8 th grade students	State Compensatory and Title I	Remediation
In Class Support for Migrants in Summer Remediation	Fossum	June 1-June 23	May 29/May 30	8:00 – 2:45 (10:50 – 11:15 & 11:15 – 11:45 Lunch)	Migrant Students who meet criteria 6 th -8 th grade	Migrant	Remediation
STAAR Administration	Fossum	June 23-June 24		8:00 – 2:45	232/ 8 th grade	Local Funds	Remediation
Special Education In-Class Support Services for Students with Disabilities	Fossum	June 1-June 24	May 29/May 30	8:00 – 2:45 (11:15 – 11:45 Lunch)	75 / 6 th – 8 th grade students who meet program criteria	Federal and State Special Education Funds	Remediation
Special Education Extended Year Services for Students with Disabilities Mon. thru Thur.	Achieve	June 8-June 18, July 20-July 30	June 4	8:00 – 12:00	30/Ages 3 -22	Federal and State Special Education funds	Remediation
CODECHELLA	Cathey	June 1-June 18		8:00 – 1:00	63/Girls Completed 6 th – 8 th	Title IV	Enrichment
CODEZILLA	Cathey	June 1-June 18		8:00 – 1:00	63/Boys Completed 6 th – 8 th	Title IV	Enrichment
Community Youth Development Program	Cathey	June 1-June 26	June 1-June 4	8:00 - 12:00	50/3 rd - 6 th grade students	Community Youth Development Grant	Enrichment
Cyber patriot Camp	STC Pecan Campus	June 8-June 12, June 15-June 19	June 12 or June 19	9:00 – 3:00	Incoming 8th	Gifted & Talented	Enrichment
Advanced Cyber patriot Camp	STC Pecan Campus	June 22-June 26	June 12 or June 19	9:00 – 3:00	Incoming 8th	Gifted & Talented	Enrichment
Language Ignition Camp	Fossum	June 2-June 18	May 16	8:00 – 1:00	20/6 th - 8 th	Title III	Enrichment

Note: Weather Day tentatively scheduled for Saturday, June 13, 2020; programs, dates and times all based on needs and subject to change

McAllen Independent School District
2020 Middle Summer School Program

Middle Summer School Site

Michael Fossum Middle School

Rodney Cathey Middle School

Summer Program	Location	Date of Program	Staff Dev. Workday & or Registration	Instructional Times/(with 30 minutes lunch)	Number of Students Served/Grade Level	Funding Sources	Total Project No. of Students
ESports	Rowe	June 8 – June 11		8:00-1:00	128/6 th -8th	Title IV	Enrichment
Middle School Summer Recreation	Cathey, De Leon, Fossum, Morris, Travis	June 1-June 26		1:00-5:00	600/6 th -8th	Local Funds	Enrichment
Band Camp	Morris	June 1- June 5		8:00-1:00	200/7 th & 8th	Local Funds	Enrichment
Orchestra Camp	Brown	June 1 – June 5		9:00-3:00	100/7 th & 8th	Local Funds	Enrichment
Dance Camp	Morris	August 4 – August 6		9:00-12:30	40/6 th , 7 th & 8th	Local Funds	Enrichment

Note: Weather Day tentatively scheduled for Saturday, June 13, 2020; programs, dates and times all based on needs and subject to change

McAllen Independent School District
2020 High Summer School Program

High Summer School Sites

McAllen High School, Memorial High School, Nikki Rowe High School, Lamar Academy, Achieve Early College

Summer Program	Location	Date of Program	Staff Dev. Workday & or Registration	Instructional Times/(with 30 minutes lunch)	Number of Students Served/Grade Level	Funding Sources	Total Project No. of Students
High School Summer School (Tuition based) Mon. thru Thur.	Achieve	June 1-June 18 June 22-July 9		8:00 – 2:00 (12:30 – 1:00 Lunch)	Counselor recommendations or students elect to earn additional credits	Local and Tuition funds	Enrichment
Summer School Title I Tuition - Waivers	Achieve	June 1-June 18 June 22- July 9		8:00 – 2:00 (12:30 – 1:00 Lunch)	Counselor recommendations or students elect to earn additional credits	Title I	
Summer School Tuition Waivers for Migrant Students	Achieve	June 1-June 18 June 22- July 9		8:00 – 2:00 (12:30 – 1:00 Lunch)	Counselor recommendations or students elect to earn additional credits	Title I, Part C - Migrant	
Summer School Tuition Waivers for EL Students	Achieve	June 1-June 18 June 22- July 9		8:00 – 2:00 (12:30 – 1:00 Lunch)	Counselor recommendations or students elect to earn additional credits	Title III - LEP	
Gold STAAR Academy - Summer STAAR EOC Classes	Memorial, Achieve* & Rowe, Lamar Academy	June 1-June 18	May 16 & May 29	8:00 – 2:00	Estimated 680 / 9 th -12 th grade students	State Compensatory, Title I	Remediation
End-Of-Course Summer Administration	Memorial, Achieve* , Rowe	June 23-June 26		8:00 – 2:00	Estimated 700 / 9 th – 12 th grade students	Local funds	Remediation
Special Education In-Class Support Services for Students with Disabilities	Memorial, Achieve*, Rowe & Lamar Academy	June 1-June 18 June 22- July 9	May 31/ June 1 June 2 & 3	8:00 – 2:00 (12:30 – 1:00) Lunch	75 / 9 th – 12 th grade students who meet program criteria	Federal and State Special Education funds	Remediation
Special Education Extended Year Services for Students with Disabilities Mon. thru Thur.	Achieve	June 8-June 18, July 20-July 30	June 4	8:00 – 12:00	30/Ages 3 -22	Federal and State Special Education funds	Remediation
Migrant Credit Camp	Crockett	June 1 – June 18		8:00 – 5:00	60/9 th – 12 th Migrant students	Title I, Part C – Migrant	Remediation
Grad Lab Summer School (Credit Recovery)	Memorial, Achieve* , Rowe	June 1 – June 18	May 29	8:00 – 12:30	Priority 11 th & 12 th grade (serve 9 th & 10 th if room available)	State Compensatory	Remediation

Note: Weather Day tentatively scheduled for Saturday, June 13, 2020; programs, dates and times all based on needs and subject to change; Achieve -- All McAllen High School Programs will be relocated to Achieve due to Summer construction*

**McAllen Independent School District
2020 High Summer School Program**

High Summer School Sites

McAllen High School, Memorial High School, Nikki Rowe High School, Lamar Academy, Achieve Early College

Summer Program	Location	Date of Program	Staff Dev. Workday & or Registration	Instructional Times/(with 30 minutes lunch)	Number of Students Served/Grade Level	Funding Sources	Total Project No. of Students
Options in Education High School	Lamar Academy	June 1 – June 18	May 29	8:00 – 12:30	9 th – 12 th grade	State Compensatory	Remediation
Success Academy	Memorial, Achieve*, Rowe & Lamar Academy (Options)	July 20- August 13	June 22	8:00 – 12:30	Seniors 2020	State Compensatory	Remediation
TSI Camp	Memorial, Rowe, Achieve*	June 1 – June 11		8:00 – 12:00	TSI Students	State Compensatory, Title I	Enrichment
Rising Senior EMT II Regional Call Center Internship	Regional Call Center, Pharr	June 1 – June 18		7:30 – 3:00	20 students/Law Enforcement Pathway- Rising 12th	Career Technical Education State Program	Enrichment
TexPrep 2020 Summer Program	UTRGV	June 1 – July 15		1:00-5:50	75	Local funds	Enrichment
Computer Science Summer Camp	Lamar Academy	July 20-24, July 27-29		8:30-12:30	24 – 9 th & 10 th grade	Local funds	Enrichment
Cyber patriot Camp	STC Pecan Campus	June 8-June 12, June 15-June 19	June 12 or June 19	9:00 – 3:00	Incoming 9 th -11th	Gifted & Talented	Enrichment
Advanced Cyber patriot Camp	STC Pecan Campus	June 22-June 26	June 12 or June 19	9:00 – 3:00	Incoming 9 th -11th	Gifted & Talented	Enrichment
Introduction to Adobe Creative Suite	Rowe	June 1-June 23		9:00-12:00	Incoming 8 th & 9th	Career Technical Education State Program	Enrichment

Note: Weather Day tentatively scheduled for Saturday, June 13, 2020; programs, dates and times all based on needs and subject to change; Achieve -- All McAllen High School Programs will be relocated to Achieve due to Summer construction*

**McAllen Independent School District
2020 High Summer School Program**

High Summer School Sites

McAllen High School, Memorial High School, Nikki Rowe High School, Lamar Academy, Achieve Early College

Summer Program	Location	Date of Program	Staff Dev. Workday & or Registration	Instructional Times/(with 30 minutes lunch)	Number of Students Served/Grade Level	Funding Sources	Total Project No. of Students
Seeding a Successful Leader: MISD Entrepreneurship Camp	Rowe	June 1-June 11		8:00-12:00	Incoming 9 th -12 th	Career Technical Education State Program	Enrichment
Introduction to Welding	Rowe	June 1-June 18		8:00 – 3:00	Incoming 11 th & 12 th (currently enrolled in Welding Program of Study)	Career Technical Education State Program	Enrichment
OSHA 30 hour Construction Certificate	Rowe	June 1-June 18		8:00 – 3:00	Incoming 11 th & 12 th (currently enrolled in STC HVAC Program of Study)	Career Technical Education State Program	Enrichment
ESports	Rowe	June 8 – June 11		8:00-1:00	128/Completed 9 th -11 th	Title IV	Enrichment
Bridge Summer Camp	International Baccalaureate at Lamar Academy	June 8-June 11		8:00-3:00	Incoming 9 th	Local Funds	Enrichment
Bridge Summer Camp	Achieve	June 1 – June 11		8:30-3:00	Students accepted into Achieve	Local Funds	Enrichment
ACT Summer Camp	Lamar	June 1 – June 11	May 30, June 5	8:00-12:00	120	College Readiness	Enrichment
Environmental Systems and Societies Ecology Camp	UTRGV - SPI	June 10, 11 & 12		8:00-5:00	12	Gifted & Talented	Enrichment

Note: Weather Day tentatively scheduled for Saturday, June 13, 2020; programs, dates and times all based on needs and subject to change

MCALLEN INDEPENDENT SCHOOL DISTRICT

**PAY SCHEDULE FOR ENRICHMENT
SUMMER SCHOOL 2020 PROGRAMS**

(Note: These rates only apply to programs NOT related to STAAR/EOC, credit regain or state/federal mandated programs)

CATEGORY	RATE AND/OR STIPEND
Summer School Director (includes pre and post hours and staff development sessions and workdays)	\$3,000/month
Lead Teachers (only in Middle School and High School)	\$29/hour
Teachers	\$28/hour
Community Youth Development Program Teacher	\$23/hour
Librarian	\$27/hour
Counselors	\$26/hour
Registered Nurse	\$25/hour
Parent & Family Engagement Specialist	\$25/hour
Social Worker	\$25/hour
Secretary	\$12/hour
Clerk	\$11/hour
Instructional Aides	\$11/hour
Parent Educators (Paraprofessional)	\$10/hour
Community Youth Development Program Assistant	\$10/hour
Child Care Aide	\$11/hour
Bus aides	\$9/hour
Teacher and Professional Support Staff - Staff Development (6 hours - \$80 per day) (Under 6 hours - \$13.33 per hour)	\$80 per day or \$13.33 per hour
Teacher and Professional Support Staff – Workday and Registration (6 hours - \$60 per day) (Under 6 hours - \$10.00 per hour)	\$60 per day or \$10.00 per hour
Substitute Pay (for degreed and certified)	\$20/hour

Prepared by: AIG/1/28/20

MCALLEN INDEPENDENT SCHOOL DISTRICT

PAY SCHEDULE FOR REMEDIATION
SUMMER SCHOOL 2020 PROGRAMS

*(Note: These rates apply **only** to the STAAR/EOC Programs, State Mandated Bilingual Program, Middle School Summer Program and Credit Recovery Programs)*

CATEGORY	RATE AND/OR STIPEND
Summer School Director (includes pre and post hours and staff development sessions and workdays)	\$3100 (per semester – Elementary) \$4200 (per semester – Middle School)
Lead Teachers (only in Middle School and High School)	\$36/hour
Teachers	\$35/hour
Librarian	\$33/hour
Counselors	\$33/hour
Registered Nurse	\$33/hour
Parent & Family Engagement Specialist	\$30/hour
Graduation Specialist	\$30/hour
Social Worker	\$30/hour
Secretary	\$12.50/hour
Registrar	\$10.50/hour
Attendance Clerk	\$10.50/hour
Data Processing Clerk	\$10.50/hour
Instructional Aides	\$12/hour
Computer Lab Aide	\$11/hour
Child Care Aide	\$11/hour
School bus monitors	\$10/hour
Licensed Vocational Nurse	\$15/hour
Substitute Pay (for degreed and certified)	\$20/hour
Teacher and Professional Support Staff - Staff Development (6 hours - \$80 per day) (Under 6 hours - \$13.33 per hour)	\$80 per day or \$13.33 per hour
Teacher and Professional Support Staff – Workday and Registration (6 hours - \$60 per day) (Under 6 hours - \$10.00 per hour)	\$60 per day or \$10.00 per hour
Substitute Pay (for degreed and certified – full day – 8 hours)	\$100/day
Tutors – Certified Teachers	\$25/hour
Tutors-Non-certified, bachelor’s degree	\$20/hour
Tutors- College students	\$12/hour

Prepared by: AIG/1/28/2020

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

SUBMITTED BY: *Celeste Garza (Science Coord)*
Celeste Garza (Science Coord) (Mar 5, 2020)

SUPERVISOR: *Bridgette Vieh*
Bridgette Vieh (Mar 9, 2020)

Approved for presentation to the Board of Education:

J. Alexander

74 _____
Superintendent of Schools

INTERLOCAL COOPERATION CONTRACT

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

CONTRACTING PARTIES:

Receiving Parties: McAllen Independent School District, sometimes referred to as (“MISD”), a local school district authorized by the State of Texas.

Performing Party City of McAllen, Quinta Mazatlán, sometimes referred to as (“City”), a home rule municipal corporation.

PURPOSE:

The purpose of this contract is to provide services to MISD by the City. The services include educational driven programs through its center facility to Receiving Party. This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

City will perform the following work and services described on Exhibits shown below and comply with all the terms and conditions of the Contract (the “Contract Documents”).

- Exhibit “A” for 3rd Grade
- Exhibit “B” for 5th Grade
- Exhibit “C” for 7th Grade
- Exhibit “D” for AP Environmental Science and Aquatic Science

City will provide environmental programs, guided tours and curriculum materials for teachers and students services.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 11, Texas Education Code, and Chapter 791, Texas Government Code; (3) it has all necessary power and has received all necessary approvals to

execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing the Contract on its behalf is authorized by its governing body to sign this Contract.

CONTRACT AMOUNT: The total amount of this Contract shall not exceed:

- Exhibit “A” for 3rd Grade – shall not exceed \$10,850.00
- Exhibit “B” for 5th Grade – shall not exceed \$11,900.00
- Exhibit “C” for 7th Grade – shall not exceed \$2,520.00
- Exhibit “D” for AP Environmental Science & Aquatic Science – shall not exceed \$5,600

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactory performed under this Contract.

Payments made under this Contract (1) are based on cost recovery, (2) will fairly compensate Performing Party for the services performed under this Contract, and (3) will be made from current revenues available to Receiving Party.

TERM:

The term of this Contract:

- Exhibit “A” for 3rd Grade – September 1st, 2020 – May 31, 2021
- Exhibit “B” for 5th Grade – September 1st, 2020 – May 31, 2021
- Exhibit “C” for 7th Grade – September 1st, 2020 – May 31, 2021
- Exhibit “D” for Environmental Science & Aquatic Science – September 1st, 2020 – May 31, 2021

NOTICES:

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

If to Performing Party: City of McAllen
 Attn: Quinta Mazatlán
 600 Sunset Drive
 McAllen, Texas 78503

If to Receiving Party: McAllen ISD
 2000 N. 23rd St.
 McAllen, Texas 78501
 Phone: (956) 632-3241
 Fax: (956) 632-8848

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

Notwithstanding any other requirements for notices given by a party under this Contract, if Receiving Party intends to deliver written notice to Performing Party pursuant to Section 2251.054, Texas Government Code, then Receiving Party will send that notice to Performing Party as follows:

City of McAllen
Attn: Quinta Mazatlán
600 Sunset Drive
McAllen, TX 78503

or other person or address as may be given in writing by Receiving Party to Performing Party in accordance with this Section.

TERMINATION:

Either party may terminate this Contract upon thirty (30) days advance written notice of termination to the other party.

OTHER PROVISIONS:

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

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

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

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

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

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

RECEIVING PARTY:
McAllen Independent School District

PERFORMING PARTY:
Name: City of McAllen, Quinta Mazatlán

By: _____

Marco Suarez
Board President

By: _____

Roel "Roy" Rodriguez
City Manager

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

By: Stephen L. Crain
Stephen L. Crain (Jan 23, 2020)

Stephen L. Crain

Approved as to form:

By: _____
Kevin D. Pagan, City Attorney

EXHIBIT "A" "3RD GRADE CONTRACT"
DEFINITION OF SERVICES

Contractor shall provide the following services to District at a rate of \$7.00 per student, not to exceed \$10,850 during this Contract term:

- Environmental Education Program titled:

HABITATS, ADAPTATIONS & LIFE CYCLES

The program is for all District students in Grade Three (3) and will include a hands on classroom lesson and guided interpretative tour on the trails.

- Schedule is as follows:

Departure from School Campus	8:15 am
Arrival at Quinta Mazatlán	8:45 am - 8:55 am
Program begins at Quinta Mazatlán	9:00 am
Departure from Quinta Mazatlán	1:00 pm

NOTE: The children have lunch at Quinta Mazatlán following their educational program. Lunch is the responsibility of the school. School is to pack lunches in igloos that can be carried off the bus by MISD staff. Quinta Mazatlán provides tables, chairs and recycling bins for the lunch.

- If inclement weather prohibits outside time on the trails, Quinta Mazatlán has designed equivalent lesson for indoor and patio delivery of the program.
- All hands-on materials for the on sight environmental program are provided by the Contractor.
- Contractor asks District to provide 1 Adult Chaperone (teacher OR parent) for every 10 students.
- Contractor asks for the MISD teachers to please complete a short Evaluation Form, prior to leaving Quinta Mazatlán.

EXHIBIT "B" "5TH GRADE CONTRACT"
DEFINITION OF SERVICES

Contractor shall provide the following services to District at a rate of
\$7.00 per student, not to exceed \$11,900 during this Contract term:

- Environmental Education Program titled:

CONNECTIONS IN THE ECOSYSTEM

The program is for all District students in Grade Five (5) and will include a hands on classroom lesson and guided interpretive tour on the trails.

- Schedule is as follows:

Departure from School Campus	8:15 am
Arrival at Quinta Mazatlán	8:45 am - 8:55 am
Program begins at Quinta Mazatlán	9:00 am
Departure from Quinta Mazatlán	1:00 pm

NOTE: The children have lunch at Quinta Mazatlán following their educational program. Lunch is the responsibility of the school. School is to pack lunches in igloos that can be carried off the bus by MISD staff. Quinta Mazatlán provides tables, chairs and recycling bins for the lunch.

- If inclement weather prohibits outside time on the trails, Quinta Mazatlán has designed equivalent lesson for indoor and patio delivery of the program.
- All hands-on materials for the on sight environmental program are provided by the Contractor.
- Contractor asks District to provide 1 Adult Chaperone (teacher OR parent) for every 10 students.
- Contractor asks for the MISD teachers to please complete a short Evaluation Form, prior to leaving Quinta Mazatlán.

EXHIBIT "C" "7th GRADE CONTRACT"
DEFINITION OF SERVICES

Contractor shall provide the following services to District at a rate of
\$7.00 per student, not to exceed \$2,520 during this Contract term:

- Environmental Education Program titled:

SAVE THE BIOME!

The program is for all District students in Grade Seven (7) and will include a hands-on classroom lesson and guided interpretive tour on the trails.

- Schedule is as follows:

Departure from School Campus	8:15 am
Arrival at Quinta Mazatlán	8:45 am - 8:55 am
Program begins at Quinta Mazatlán	9:00 am
Departure from Quinta Mazatlán	1:00 pm

NOTE: The children have lunch at Quinta Mazatlán following their educational program. Lunch is the responsibility of the school. School is to pack lunches in igloos that can be carried off the bus by MISD staff. Quinta Mazatlán provides tables, chairs and recycling bins for the lunch.

- If inclement weather prohibits outside time on the trails, Quinta Mazatlán has designed equivalent lesson for indoor and patio delivery of the program.
- All hands-on materials for the on sight environmental program are provided by the Contractor.
- Contractor asks District to provide 1 Adult Chaperone (teacher OR parent) for every 10 students.
- Contractor asks for the MISD teachers to please complete a short Evaluation Form, prior to leaving Quinta Mazatlán.

EXHIBIT "D" "HIGH SCHOOL AP ENVIRONMENTAL SCIENCE AND AQUATIC SCIENCE CONTRACT"

DEFINITION OF SERVICES

Contractor shall provide the following services to District at a rate of \$7.00 per student, not to exceed \$5,600 during this Contract term:

- Environmental Education Program titled:

AQUATIC FIELD SCIENCE DAY

The program is for all District students in High School AP Environmental Science and Aquatic Science and will include a hands-on classroom lesson and guided interpretive tour on the trails.

- Schedule is as follows:

Departure from School Campus	8:15 am
Arrival at Quinta Mazatlán	8:45 am - 8:55 am
Program begins at Quinta Mazatlán	9:00 am
Departure from Quinta Mazatlán	1:00 pm

NOTE: The children have lunch at Quinta Mazatlán following their educational program. Lunch is the responsibility of the school. School is to pack lunches in igloos that can be carried off the bus by MISD staff. Quinta Mazatlán provides tables, chairs and recycling bins for the lunch.

- If inclement weather prohibits outside time on the trails, Quinta Mazatlán has designed equivalent lesson for indoor and patio delivery of the program.
- All hands-on materials for the on sight environmental program are provided by the Contractor.
- Contractor asks District to provide 1 Adult Chaperone (teacher OR parent) for every 10 students.
- Contractor asks for the MISD teachers to please complete a short Evaluation Form, prior to leaving Quinta Mazatlán.

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

Judith Escamilla
SUBMITTED BY: Judith Escamilla (Mar 13, 2020)

Arely Benavides
SUPERVISOR: Arely Benavides (Mar 13, 2020)

Approved for presentation to the Board of Education:

J. Adams



IT REFRESH AND LEASE PROPOSAL

PREPARED FOR:
MCALLEN INDEPENDENT SCHOOL DISTRICT

Allied States Cooperative Contract # - 18-7297

On behalf of Insight Financial Services, a division of Insight Investments, LLC, I am pleased to present this Equipment finance proposal to McAllen ISD in the amount of \$3,369,729.20 in equipment described below according to the terms and conditions indicated herein.

Lessee

McAllen ISD
2000 N. 23rd Street
McAllen, TX 78501

Lessor

Insight Financial Services
611 Anton Blvd., Suite 700
Costa Mesa, CA 92626



Allied States Cooperative Contract # - 18-7297

4-Year Lease Proposal – Apple Quote # 2206112125 + RUG-ED Quote - Allied States Cooperative Contract # - 18-7297

OEM/VAR	Equipment Specs & Asset Details	Qty	Cost per Unit	Total Cost	4-Year Annual Lease Payment
Apple	10.2-inch iPad Wi-Fi 32GB - Space Gray (10-pack)	844	\$ 2,940.00	\$ 2,481,360.00	\$ 616,816.47
Apple	APS PROJECT ENGINEERING SVCS FIXED-USA	1	\$ 7,446.00	\$ 7,446.00	\$ 2,037.00
Apple	Remote Technical Services (up to 4 hours)	2	\$ 549.10	\$ 1,098.20	\$ 300.43
Apple	APS CUSTOM IPAD DEPLOY OFFSITE SVCS-USA	8440	\$ 7.23	\$ 60,979.00	\$ 16,682.03
Apple	AppleCare OS Support - Preferred	2	\$ 7,998.00	\$ 15,996.00	\$ 4,376.03
Apple	Apple Professional Learning Apple Academy	2	\$ 4,745.00	\$ 9,490.00	\$ 2,596.18
RUG-ED	Black Rug-Ed ProLOCK 10 iPad Cases	8440	\$ 94.00	\$ 793,360.00	\$ 206,598.88
				\$ 3,369,729.20	\$ 849,407.01

ASSET & LEASE MANAGEMENT TOOL INCLUDED AT NO ADDITIONAL COST:

SOC-1 Audited Lease Reports

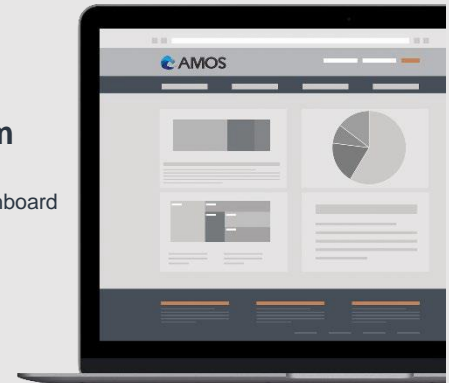
Ready for the New Lease Accounting? Our AMOS system is SOC-1 audited and generates right of use & lease liability reports for your leases. It includes a document repository, finance & operating lease options and future rent forecasting capabilities.

Order Now with FastTrack

Worried about getting orders placed and not having a Master Lease finalized? Not anymore! IFS will place all urgent purchase orders upon receipt of executed proposal letter. We then finalize the Master Lease over the following weeks.



- Personalized Executive Dashboard
- Alerts to Maturing Leases
- Manage Your Entire Portfolio
- Flexible API Integrations
- Lease Accounting Reports



FastTrack: With respect to any executed lease proposal outlining the cost, rent, term and equipment to be leased under a Schedule, Lessee agrees that: (a) Lessor may order such equipment from a manufacturer or vendor thereof in Lessor's own name, and (b) in such case, Lessee will indemnify and hold Lessor harmless from and against all claims, actions and/or demands of said manufacturer or vendor resulting from any cancellation or termination of said purchase order in the event that the lease financing of said Equipment contemplated in lease proposal is not consummated.

Vendor Payments: Lessor will issue vendor milestone or invoice payments upon receipt of an executed Equipment Acceptance certificate or payment authorization during the Equipment installation intervals.

Installation Intervals: Lessor will summarize all items of Equipment for which approved invoices or acceptance certificates have been received in the same monthly installation interval into a summary Equipment Schedule.

Interim Rent: No interim rent.

Base Term: The first day of the month following the conclusion of the defined installation interval for the lease facility or project.

Fair Market Value Purchase Option: At the expiration of the Base Term, Lessee may purchase all or any complete systems of Equipment for an amount equal to the Fair Market Value plus applicable taxes.

Fair Market Value Fixed Term Extension Option: At the expiration of the of Base Term, Lessee may extend the Base Term covering all or any complete system of the Equipment equal to the Fair Market Value of the Equipment over the extended period.

Return & Refresh Option: For any Equipment not purchased or extended at the expiration of the Base Term, Lessee will enter a 90-day Return & Refresh Period (RRP) to replace the remaining equipment with new IT Refresh Equipment. During the RRP, Rent will continue for the remaining Equipment and Lessee may request that Lessor provide lease financing for new IT Refresh Equipment. The monthly Rent for the IT Refresh Equipment will be equal to the fair market rental value as agreed to by the parties and will not commence until after the Return and Refresh Period.

Fair Market Value: "Fair Market Value" means the price or rent obtainable for the Equipment in an arm's-length sale or lease transaction between informed and willing parties, neither under compulsion to contract.

Like-Kind Return: As it relates to personal computers, laptop computers, tablet computers and printers, Lessee shall have the right to return "Like Equipment", in complete systems to Lessor. Like Equipment shall mean replacement equipment which is (i) lien free; (ii) of the same or similar model, type, configuration, manufacturer, and equal to or greater performance level.

Partial Returns: In the event of a partial Equipment return or purchase following the RRP, the subsequent periodic invoices will be adjusted to reflect such partial return or purchase.

Peripheral Returns: Lessee shall not be required to return to Lessor any keyboards, mice, CD ROMS, diskettes and other media relating to personal computers, laptop computers, or tablet computers.

Return Grace Periods: Lessor agrees to allow the Lessee a seven (7) day return grace period after the expiration of the Return and Refresh period, or any renewal period thereafter to return the Equipment to Lessor.

Lease Rate Adjustment: The lease rate quoted in this proposal has been calculated, in part, using an interest rate tied to the current yield of a comparable term Interest Rate Swaps as reported in the Intercontinental Exchange, Inc. ("ICE") Report Center for February 26, 2020. The lease rate quoted is subject to change in the event such Treasury Note yields or Interest Rate Swap yields increase by 10 or more basis points (1/10th per cent) prior to the lease commencement date or Lessor has determined that there is an adverse change in Lessee's credit standing, or a material adverse change in the financial business operations, properties, assets or prospects of the Lessee. The calculation for any Interest Rate Swap adjustment shall be determined by increasing the monthly lease rate factor by .000045 for each 10-basis point increase in the referenced Swap Rate.

Conditions Precedent: In addition to the conditions set forth above, this transaction is contingent upon (i) successful execution of mutually agreed upon documentation, including Master Lease, Schedules and other required documents; (ii) the continuing review and approval by Insight's Finance Committee; and (iii) verification that the Equipment is of the general description contemplated above.

Sincerely,



Kyle G. Singer | Business Development Executive
Insight Investments, LLC | Insight Financial Services
Direct: (281) 210-1221
Mobile: (310) 918-1536
E-mail: ksinger@ifsleasing.com
Web: www.ifsleasing.com

Agreed to and Accepted by:

By: MCALLEN INDEPENDENT SCHOOL DISTRICT

Name: _____

Title: _____

Date: _____

Approved as to form:
Atlas, Hall, Rodriguez LLP

by: Stephen L. Crain
Contract # 131110001

Stephen Crain

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

SUBMITTED BY: *Alejandra Gonzalez*
Alejandra Gonzalez (Mar 10, 2020)

SUPERVISOR: *Cynthia Medrano-Richards*

Approved for presentation to the Board of Education:

J. X. Gonzalez

89 _____
Superintendent of Schools

New Exp Date (if extended or renewed):

ID#	Vendor	Contact Information	E-mail	Freight Terms	Award/Discount
1 1477248	1.50 Cleaners LLC dba Fatcatsigns 5275 North 23rd Street McAllen, TX 78504-	Phone: (956) 627-0541 Samuel Avila	fatcatsigns@gmail.com		QUALIFIED: Screen printing, Embroidery, Sublimation, T-shirts, Door Wraps
Vendor Notes:					
2 11948	CB Cafes McAllen LLC dba Corner Bakery Café 4021 N 10th Street STE 4C McAllen, TX 78504-	Phone: (956) 278-8270 Fax: (956) 278-8275 Jennifer Garcia, Catering Supervisor	cbcnorthmcallen@ssglobalfoods.com;jgsampler@gmail.com		QUALIFIED: \$7.00 Meal Deal includes Sandwich, Cookie, Chips and Water
Vendor Notes: All condiments included					
3 7548	Guadalupe Rocha dba Alamo Photo Center 813 Main Street Alamo, TX 78516	Phone: (956) 787-1831 Fax: (956) 787-5367 Lupita Rocha, Owner	apclab@hotmail.com;		QUALIFIED: School Photography, Year Books Discount: 20%-30% Added to Price (School will decide and select package according to how much they want to make in commision.
Vendor Notes: 16X20 Staff picture plus 5X7 for teachers, Small fall teacher package, 1 5X7 group pictures classroom. ID's staff, Photo book for Principal of all class pictures.					
4 11852	Huntington Sky Production, LLC DBA Fastsigns 4117 N. 10th ST McAllen, TX 78504	Phone: (956) 618-1800 Rod Snell	rod.snell@fastsigns.com		QUALIFIED: Decals, Signs (ADA), Banners, Routed Signs, Vinyl (Adhesive Back)
Vendor Notes: Graphic design fees for some basic designs					
5 5961	Jose Fidel Martinez dba Chick-Fil-A North 10th 7340 North 10th Street McAllen, TX 78504	Phone: (956) 992-9027 Fax: (956) 992-9032 Jose Rodolfo (Rudy) Martinez, Owner-Operator	01450@chick-fil-a.com;		QUALIFIED: Original Chicken Sandwich Entrée \$3.25, Box Meal Option Original Sandwich chips & Drink \$6.00, Box Meal Option Orginal Sandwich Chip & Cookie \$6.25, Box Meal Option Original Sandwich Chips Cooke & Drink \$7.00
Vendor Notes: 20% of Sales will be donated during 2 hour fundraising time					
6 1477744	Juan Jose Salinas Jr. dba JayCo Inc. 4701 Buddy Owens Ave Ste B McAllen, TX 78504-	Phone: (956) 624-0054 Juan Jose Salinas, Owner	jaycoink@outlook.com		QUALIFIED: Screen Printing, Embroidery, Fundraising Cups, Fundraising Fan Shirts, Caps
Vendor Notes: Design, Screen Setup Fee					

New Exp Date (if extended or renewed):

ID#	Vendor	Contact Information	E-mail	Freight Terms	Award/Discount
7 8603	Luis J Garza DBA Herff Jones Graduation Center 2401 North 10th Suite A McAllen, TX 78501	Phone: (956) 971-0064 Fax: (956) 971-9602 Luis J Garza, Representative	garzagrad@juno.com;		QUALIFIED: Graduation & Scholastic Products, Diplomas, Cap & Gowns, Class Rings and Letterman Jackets
Vendor Notes: Free Shipping					
8 11850	Norberto Flores dba Exclusive Designs 4004 Ulex Avenue McAllen, TX 78504-	Phone: (956) 585-9000 Norberto Flores	exdesigns1@gmail.com;		QUALIFIED: Screenprinting, Embroidery, Digital Signs, Banners, School Uniforms, Team Uniforms
Vendor Notes: Free Catalogs, Order forms (If Applicable)					
9 1477743	Raising Cane's 7417 N 10th St (all RGV locations) McAllen, TX 78501-	Phone: (956) 232-7192 Jorge Saenz, Area Leader of Marketing	jsaenz@raisingcanes.com		QUALIFIED: 3 Chicken Fingers, Fries and Drink or 2 Chicken Fingers, Fries, Toast & Drink or 3 Chicken Fingers, Toast and Drink or 3 Chicken Fingers, Toast and Drink for \$6.00 Discount: 15% Sales of people mentioning the event. Subject to availability
Vendor Notes:					
10 5016	Salvador Trey Gonzalez dba LAMAC Inc. 212 South Broadway McAllen, TX 78501	Phone: (956) 682-0552 Fax: (956) 682-6271 Trey Gonzalez, Co-Owner	seajungle7@aol.com; lamacmcallen@gmail.com; salthebel@aol.com		QUALIFIED: Oriental Trading & Geddes Discount: 10% Commission
Vendor Notes: Free Shipping for orders over \$150.00					
11 147853	Taymark DBA Anderson's PO BOX 1151 Minneapolis, MN 55164-0784	Phone: (800) 210-4423 KARA SCHNEIDER	kmschneider@taylorcorp.com		QUALIFIED: Fundraising Items
Vendor Notes:					
12 1477493	The Commencement Group dba Commencement Flowers 228 Park Ave SSuite 56003 New York, NY 10003-	Phone: (800) 780-5174 Edan Bachar	edan@thecommententgroup.com		QUALIFIED: Floral Service Discount: 20% Comission
Vendor Notes: TCG Handles all aspects of the floral sale, McAllen ISD is not responsible for the work, but collects 20% of all sales					

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: March 23, 2020

SUBJECT: Approval of Delegation of Acceptance of Rankings and Execution of Contracts to the Superintendent for Purchase No. 2020-292 ERATE Category 2

REFERENCE: Goal 3: Facility Priorities; Strategy 7: Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On February 7, 2020, the District filed FCC Form 470 with the Universal Service Administrative Company's ("USAC") E-rate Productivity Center ("EPC"), for the purchase and installation of Category 2 networking hardware, which is aligned with the District's 2019-2022 Technology Action Plan.

Category 2 networking hardware includes: seventy-eight (78) uninterruptable power supplies; seventy-eight (78) power distribution units; ten (10) freestanding uninterruptable power supplies; forty-four (44) mini computer rooms with installation; thirty-one (31) switches with installation; and three (3) outside switches.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Vendors were given a deadline of March 17, 2020 to submit quotes. The District must submit all required documents to USAC by March 25, 2020, to qualify for the funding. The evaluation committee will evaluate the quotes on March 24, 2020 and make a recommendation prior to the deadline. Administration is recommending that the Board of Trustees delegate the authority to approve the selection of the vendor based on the committee's recommendation, and to execute any required documents for said purchase.

LEGAL REVIEW:

The agreement, if any, will be reviewed by legal counsel.


BUDGETARY CONSIDERATIONS:

Funds for this project are available through the General Fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve the Delegation of Acceptance of Rankings and Execution of Contracts to the Superintendent for Purchase No. 2020-292 ERATE Category 2.

SUBMITTED BY: 
Judith Escamilla (Mar 13, 2020)

SUPERVISOR: 
Arely Benavides (Mar 13, 2020)

For further information contact:
Name: Judith Escamilla
Office: 956-632-3238
eMail: judith.escamilla@mcallenisd.net

Approved for presentation to the Board of Education:



Superintendent of Schools

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

SUBMITTED BY: *Adelfino*

SUPERVISOR: *Cynthia Medrano-Richards*

Approved for presentation to the Board of Education:

J. Adams

DRAFT

AN ORDER BY THE BOARD OF TRUSTEES OF THE MCALLEN INDEPENDENT SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF “MCALLEN INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2020”; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, AN ESCROW AGREEMENT, AND SALE DOCUMENTATION; COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; DELEGATING THE AUTHORITY TO CERTAIN MEMBERS OF THE BOARD OF TRUSTEES AND DISTRICT STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENT WITH THE DISTRICT’S FINANCIAL ADVISORS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees (the *Board* or the *Board of Trustees*) of the McAllen Independent School District (the *District* or the *Issuer*) has heretofore issued, sold, and delivered, and there are currently outstanding obligations, payable from ad valorem taxes, in the aggregate original principal amount of \$8,715,000, being the obligations disclosed on Schedule I attached hereto and incorporated by reference for all purposes to this order (the *Refunded Obligations*); and

WHEREAS, pursuant to the provisions of Chapter 1207, as amended, Texas Government Code (the *Act*), the Board is authorized to issue refunding bonds and deposit the proceeds of sale directly with any designated escrow agent for the Refunded Obligations, and such deposit, when made in accordance with the Act, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the stated maturity or redemption date of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose and may not be included in or considered to be an indebtedness of the District for the purpose of a limitation on outstanding indebtedness or taxation or for any other purpose; and

WHEREAS, the Act permits that the deposit of the proceeds from the sale of the refunding bonds be deposited directly with any designated escrow agent for the Refunded Obligations which is not the depository bank of the District; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas currently serves as the paying agent/registrars for the Refunded Obligations; and

WHEREAS, _____, _____, _____, which is not a depository bank of the District is hereby appointed as the Escrow Agent (hereinafter defined) and Paying Agent/Registrar (hereinafter defined) for the refunding bonds; and

WHEREAS, the Board hereby finds and determines that the Refunded Obligations are scheduled to mature, or are subject to being redeemed, not more than twenty (20) years from the date of the refunding bonds herein authorized to refinance the District's debt service and such refunding will result in a gross savings of \$_____ and a net present value savings of \$_____ (_____%), including the District's cash contribution of \$_____; and

WHEREAS, the Board hereby finds and determines, pursuant to the authority provided by the Act to delegate to the Authorized Officials (defined herein) the authority to execute an "approval certificate" (a form of which is attached hereto as Schedule II) to approve the final terms of the refunding bonds issued hereunder; and

WHEREAS, the Board hereby finds and determines that the issuance of the refunding bonds is in the best interests of the residents of the District, now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE MCALLEN INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1: Authorization - Designation - Principal Amount - Purpose – Bond Date. Unlimited tax refunding bonds of the District shall be and are hereby authorized to be issued in the aggregate original principal _____ AND NO/100 DOLLARS (\$_____) to be designated and bear the title "MCALLEN INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2020" (the *Bonds*), for the purposes of providing funds for (i) the discharge and final payment of certain obligations of the District (identified in the preamble hereof and referred to as the *Refunded Obligations*) and (ii) paying the costs and expenses of issuance of the Bonds, pursuant to the authority conferred by and in conformity with the laws of the State of Texas, including the Act. The Bonds shall be dated April 1, 2020 (the *Bond Date*) and interest shall accrue as provided in Section 2 hereof.

As authorized by the Act, the President, Board of Trustees, the Vice President, Board of Trustees, the Secretary, Board of Trustees, the Superintendent of Schools, the Assistant Superintendent for Business Operations, and the Chief Financial Officer (each of the foregoing, individually, an *Authorized Official*) are hereby authorized, appointed, and designated as the officials of the District authorized to individually act on behalf of the District in selling and delivering the Bonds authorized herein and carrying out the procedures specified in this Order, the maturity and interest payment dates, the structuring of the Bonds as current interest or capital appreciation bonds, approval of the aggregate principal amount of each maturity of the Bonds, the redemption provisions therefor, the Bond Date therefor, the rate of interest to be borne on the principal amount of each such maturity, selection of the Purchasers (defined herein), and selection of the paying agent/registrars and escrow agent for the Bonds. Each Authorized Official, acting for and on behalf of the District, is authorized to execute the Approval Certificate in the form attached

hereto as Schedule II. The Bonds shall be issued in an original aggregate principal amount not to exceed \$8,715,000; the maximum maturity of the Bonds will be February 15, 2030; the true interest rate (federal arbitrage yield) shall not exceed a rate greater than 5.00% per annum; the refunding must produce present value savings, determined on a comparative basis to the prior debt service on the Refunded Obligations, of at least 4.00% (taking into account any District cash contribution and applicable costs of issuance). The Authorized Official can determine to sell the Bonds pursuant to a private placement, negotiated sale, or competitive sale based upon the advice of the District's financial advisors. The execution of the Approval Certificate shall evidence the sale date of the Bonds by the District to the Purchasers in accordance with the provisions of the Act. Upon execution of the Approval Certificate, Bond Counsel is authorized to complete this Order to reflect such final terms applicable to the Bonds.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations, without coupons, and shall be issued in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), shall be lettered "R" and numbered consecutively from One (1) upward and principal shall become due and payable on February 15 in each of the years as described below and in amounts and bear interest at the rates per annum in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		

The Bonds shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about May 7, 2020), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year (each, an *Interest Payment Date*), commencing August 15, 2020.

SECTION 3: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds due and payable by reason of Stated Maturity, redemption, or

otherwise shall be payable, without exchange or collection charges to the registered owners of the Bonds (the *Holder* or *Holder*s), appearing on the Security Register (hereinafter defined) maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of _____, _____, _____ (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the District agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto, in substantially final form, as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the District may prescribe. The District covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, (ii) an association or a corporation organized and doing business under the laws of the United States or any state, authorized under such laws to exercise trust powers. The Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The District reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the District agrees to promptly cause a written notice of this substitution to be sent to each Holder by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate trust office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the Holder whose name appears on the Security Register (i) on the Record Date (hereinafter defined), for purposes of paying interest on the Bonds, and (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof and redemption premium thereon, if any, upon redemption of the Bonds or at the Bonds' Stated Maturity. The District and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the last business day of the month next preceding each Interest Payment Date for the Bonds (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a nonpayment of interest on a Bond on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

A. Mandatory Redemption of Term Bonds. The Bonds stated to mature on February 15, 20__ and February 15, 20__ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 15 in each of the years as set forth below:

<u>Term Bonds</u> <u>Stated to Mature</u> <u>on February 15, 20__</u>		<u>Term Bonds</u> <u>Stated to Mature</u> <u>on February 15, 20__</u>	
<u>Year</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Year</u>	<u>Principal</u> <u>Amount (\$)</u>

*Payable at Stated
Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bonds of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption of Bonds. The Bonds having Stated Maturities on and after February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the District, on February 15, 20__ or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the District shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the District to exercise the right to redeem the Bonds shall be entered in the minutes of the governing body of the District.

D. Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to the redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the District and at the District's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the time such notice of redemption is mailed, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be

redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bond (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Bonds shall not be deemed to be Outstanding.

F. Transfer/Exchange of Bonds. Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bonds called for redemption, in whole or in part, during a period beginning forty-five (45) days prior to the redemption date; provided, however such limitation shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to partial redemption.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of like kind or of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond (other than the Initial Bond authorized in Section 7 hereof) at the corporate trust office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the District of authorized denomination and having the same Stated Maturity and of a like aggregate principal amount and interest rate as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the District to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or sent by United States registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid obligations of the District, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the

same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 15 of this Order in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 6: Execution - Registration. The Bonds shall be executed on behalf of the District by the President or Vice President of the Board under its seal reproduced or impressed thereon and attested by the Secretary of the Board. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the District on the Bond Date shall be deemed to be duly executed on behalf of the District, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the Purchasers and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature. Either of these certificates upon any Bond shall be conclusive evidence, and the only evidence required, that such Bond has been duly certified or registered and delivered.

SECTION 7: Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered Bond in the aggregate principal amount of \$_____ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the *Initial Bond*), and the Initial Bond shall be registered in the name of the Purchasers or the designee thereof, as further described in Section 16. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. **Forms Generally.** The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including the identifying numbers and letters of the Committee on Uniform

Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including the guarantee of the Permanent School Fund, insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the District or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

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B. Form of Definitive Bonds.REGISTERED
NO. R-____REGISTERED PRINCIPAL
AMOUNT
\$ _____

United States of America
State of Texas
County of Hidalgo
MCALLEN INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS,
SERIES 2020

Bond Date:
April 1, 2020Interest Rate:Stated Maturity:CUSIP No.:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

The McAllen Independent School District (the *District*), a body corporate and political subdivision in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above (or so much as shall not have been paid upon prior redemption) on the Stated Maturity date specified above and to pay interest on the unpaid principal amount hereof from the Closing Date (anticipated to occur on or about May 7, 2020) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or to Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year (each, an *Interest Payment Date*), commencing August 15, 2020.

Principal and premium, if any, of this Bond shall be payable to the Holder hereof, upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (the *Bonds*) pursuant to an order adopted by the Board of Trustees of the District (the *Order*) for the purpose of providing funds for (i) the discharge and final payment of the Refunded Obligations, and (ii) paying the costs and expenses of issuing the Bonds, pursuant to the authority conferred by and in strict conformity with the laws of the State of Texas, including the Act.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property within the District.

The Bonds stated to mature on February 15, 20__ and February 15, 20__ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 15 in each of the years as set forth below:

Term Bonds Stated to Mature on <u>February 15, 20</u>		Term Bonds Stated to Mature on <u>February 15, 20</u>	
<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Year</u>	<u>Principal Amount (\$)</u>

*Payable at Stated
Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bonds of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Order, the Bonds having Stated Maturities on and after February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the District, on February 15, 20__ or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by the Paying Agent/Registrar and subject to the terms and provisions relating thereto contained in the Order. If

this Bond is subject to prior redemption and is of a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office there shall be issued to the Holder hereof, without charge therefor, for the then unredeemed balance of the principal sum hereof, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided by the Order.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable thereon from and after the redemption date on the principal amount scheduled to be redeemed. If this Bond is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond, within forty-five (45) days from the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond that is redeemed in part.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to its Stated Maturity and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned to them in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred only upon its presentation and surrender at the corporate trust office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Holder hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying Agent/Registrar. When a transfer occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same principal amount that remains Outstanding will be issued to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the Holder whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, or redemption, in whole or in part, and (iii) on any date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of

nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the District is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened, and have been performed in regular and due time, form and manner as required by the laws of the State of Texas and the Order; that the Bonds do not exceed any Constitutional or statutory limitations; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond or application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Bond shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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IN WITNESS WHEREOF, the Board of Trustees of the District has caused this Bond to be duly executed under its official seal.

MCALLEN INDEPENDENT SCHOOL
DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(DISTRICT SEAL)

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C. *Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF §
PUBLIC ACCOUNTS §
THE STATE OF TEXAS § REGISTER NO. _____
§

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Bonds.

D. *Form of Registration Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Order; the Bond or Bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: _____,
_____, as Paying Agent/Registrar

By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

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F. Form of Initial Bond. The Initial Bond shall be in the form set forth in paragraph B of this Section, except as follows:

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED NO. T-1	REGISTERED PRINCIPAL AMOUNT \$ _____
-----------------------	--

United States of America
State of Texas
County of Hidalgo
MCALLEN INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS,
SERIES 2020

<u>Bond Date:</u> April 1, 2020	<u>Stated Maturity:</u> As Shown Below	<u>Interest Rate:</u> As Shown Below	<u>CUSIP No.:</u>
------------------------------------	---	---	-------------------

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

The McAllen Independent School District (the *District*), a body corporate and political subdivision in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the fifteenth day of February in each of the years and in the Principal Amounts and bearing interest at the per annum rates in accordance with the following schedule:

<u>Years of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amounts (\$)</u>	<u>Interest</u> <u>Rates (%)</u>
---	---	-------------------------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about May 7, 2020), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year (each, an *Interest Payment Date*), commencing August 15, 2020.

Principal and premium, if any, of this Bond shall be payable at its Stated Maturity, while Outstanding, to the Holder hereof, upon its presentation and surrender, at the corporate trust office of _____, _____, _____ (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the

Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

[END OF FORMS]

G. Permanent School Fund or Insurance Legends. If bond insurance is obtained by the Purchasers or if the Bonds are guaranteed by the Permanent School Fund of the State of Texas, the Definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the bond insurer or the Texas Education Agency, as applicable, to appear under the following header (as applicable):

[BOND INSURANCE] [PERMANENT SCHOOL FUND GUARANTEE]

SECTION 9: Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 20 and 40 of this Order have the meanings assigned to them in Sections 20 and 40 of this Order, and all such terms, include the plural as well as the singular; (ii) all references in this Order to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

(1) The term *Authorized Official* shall mean the President, Board of Trustees, the Vice President, Board of Trustees, the Secretary, Board of Trustees, the Superintendent of Schools, the Assistant Superintendent for Business Operations, and the Chief Financial Officer (or any successor to any of the aforementioned persons serving in the indicated capacity).

(2) The term *Bond Date* shall mean April 1, 2020.

(3) The term *Closing Date* shall mean the date of physical delivery of the Initial Bond in exchange for the payment of the agreed purchase price for the Bonds.

(4) The term *Government Securities* shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer

adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

(5) The term *Holder* or *Holder*s shall mean the registered owner or owners of the Bonds appearing on the Security Register maintained by the Paying Agent/Registrar.

(6) The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being February 15 and August 15 of each year, commencing August 15, 2020, while any of the Bonds remain Outstanding.

(7) The term *Order* shall mean this order adopted by the Board of Trustees on March 23, 2020.

(8) The term *Outstanding* shall mean, as of the date of determination, all Bonds issued and delivered under this Order, except:

(a) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(b) those Bonds for which payment has been duly provided by the District in accordance with the provisions of Section 23 of this Order; and

(c) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 15 of this Order.

(9) The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 16 of this Order.

(10) The term *Stated Maturity* shall mean the annual principal payments of the Bonds, payable on February 15 of each year as set forth in Section 2 of this Order.

SECTION 10: Bond Fund - Investments. For the purpose of paying the principal of, premium, if any, and interest on the Bonds, at the earlier of redemption or Stated Maturity, there shall be and is hereby created a special Fund to be designated “MCALLEN INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2020 INTEREST AND SINKING FUND” (the *Bond Fund*), which Fund shall be kept and maintained at the District’s depository bank, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 20. Each Authorized Official of the District is hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the principal of and interest on the Bonds as the same become due and payable or the purchase price thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the purchase price or the amount of principal, premium, if any, and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each

interest and principal payment date for the Bonds. To the extent that the District receives an allocation from the Existing Debt Allotment or the Instructional Facilities Allotment established pursuant to Chapter 46, as amended, Texas Education Code or credits a portion of its Basic Allotment established pursuant to Subchapter B of Chapter 42, as amended, Texas Education Code, in order to satisfy Section 45.0031, as amended, Texas Education Code, the District will comply with the provisions of Section 46.009(d) as amended, Texas Education Code, and the aforementioned Section 45.0031 concerning the deposit of these funds into the Bond Fund.

Pending the transfer of funds to the Paying Agent/Registrar, money in any fund created and established pursuant to the provisions of this Order may, at the option of the District, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Small Business Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or Federal Housing Administration; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from the Bond Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any funds created pursuant to the provisions of this Order shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

SECTION 11: Levy of Taxes - Surplus Bond Proceeds. To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the District, without legal limit as to rate or amount, sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars valuation of taxable property in the District for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of, premium, if any, and interest on the Bonds, while any Bond remains Outstanding; full allowance being made for delinquencies and costs of collection. The taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the District and shall be deposited into the Bond Fund; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

Accrued interest, if any, on the Bonds received from the Purchasers, along with any taxes collected after the Closing Date pertaining to the Refunded Obligations, shall be deposited into the Bond Fund. In addition, any surplus proceeds, including investment income therefrom, from the sale of the Bonds (which includes unspent investment income from Bond proceeds) not expended

for authorized purposes shall be deposited into the Bond Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in the Bond Fund from ad valorem taxes.

SECTION 12: Security of Funds. All money on deposit in the Fund for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Fund shall be used only for the purposes permitted by this Order.

SECTION 13: Notices to Holders - Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 14: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the District, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The District may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the District.

SECTION 15: Mutilated - Destroyed - Lost and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the District and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the District and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the District or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the District shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity, interest rate, and of like tenor and principal amount bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond, or payment in lieu thereof, under this Section, the District may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses or charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the District, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 16: Sale of Bonds – Authorization of Official Bid Form – Official Statement Approval – Use of Proceeds. The Bonds authorized by this Order are hereby sold by the District to _____, _____, _____, as the authorized representative of a group of purchasers at a competitive sale (the *Purchasers*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of an Official Bid Form (the *Official Bid Form*) dated April 14, 2020, attached hereto as Exhibit B and incorporated herein by reference as a part of this Order for all purposes, at the price of par, plus a [net] reoffering premium of \$_____ (including the Purchasers' compensation of \$_____) and no accrued interest and is hereby approved and confirmed. The Initial Bond shall be registered in the name of _____. It is hereby officially found, determined, and declared that the Purchasers are the lowest bidder for the Bonds as a result of invitations for competitive bids in compliance with applicable law. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the Issuer.

Furthermore, the District hereby ratifies, confirms, and approves in all respects (i) the District's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined) and (ii) the use and distribution of the Official Notice of Sale, Official Bid Form, and Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale referenced in the Purchase Contract (together with such changes approved by any Authorized Official, or any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated April 14, 2020, in the reoffering, sale and delivery of the Bonds to the public. The President and Secretary of the Board of Trustees are further authorized and directed to manually execute and deliver for and on behalf of the District copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Board of Trustees and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the District are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

SECTION 17: Escrow and Trust Agreement Approval and Execution. The Escrow and Trust Agreement dated as of March 23, 2020 (the *Agreement*) by and between the District and

_____, _____, _____ (the *Escrow Agent*), attached hereto as Exhibit C and incorporated herein by reference as a part of this Order for all purposes, is hereby approved as to form and content, and such Agreement in substantially the form and substance attached hereto, together with such changes or revisions as may be necessary to accomplish the refunding or benefit the District, is hereby authorized to be executed by the President, Board of Trustees, or any Authorized Official for and on behalf of the District and as the act and deed of the Board of Trustees; and such Agreement as executed by said officials shall be deemed approved by the Board and constitute the Agreement herein approved.

Furthermore, any Authorized Official, any one or more of said officials, and Bond Counsel in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the Escrowed Securities, if any, referenced in the Agreement and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the “MCALLEN INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2020 ESCROW FUND” (the *Escrow Fund*), including the execution of the subscription forms, if any, for the purchase and issuance of the “United States Treasury Securities - State and Local Government Series” for deposit to the Escrow Fund; all as contemplated and provided by the provisions of the Act, this Order, and the Agreement.

SECTION 18: Proceeds of Sale – Contribution from District. Immediately following the delivery of the Bonds, certain proceeds of the sale along with a cash contribution, if any, from the District (less certain costs of issuance, and accrued interest, if any, received from the Purchasers of the Bonds) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Agreement. The proceeds of sale of the Bonds not so deposited with the Escrow Agent for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance or deposited in the Bond Fund for the Bonds, all in accordance with written instructions from any Authorized Official. Amounts held in the interest and sinking fund(s) of the Refunded Obligations and not used as part of the District’s contribution to the Escrow Fund, if any, shall be deposited into the Bond Fund and used to pay principal on the Bonds.

Additionally, on or immediately prior to the date of the initial delivery of the Bonds to the Purchasers, an Authorized Official shall cause to be transferred any necessary funds in immediately available funds to the Escrow Agent from money on deposit in the interest and sinking fund(s) maintained for the payment of the Refunded Obligations certain fund(s) to accomplish the refunding of the Refunded Obligations.

SECTION 19: Redemption of Refunded Obligations. The Refunded Obligations referenced in the preamble hereof become subject to redemption prior to their stated maturities at the price of par and accrued interest to the date of redemption. The District shall give written notice to the paying agent that the Refunded Obligations have been called for redemption, and the Board of Trustees orders that such obligations are called for redemption on the redemption date set forth on Schedule I attached hereto, and such order to redeem the Refunded Obligations on such date shall be irrevocable upon the delivery of the Bonds. A copy of the notice of redemption pertaining to the Refunded Obligations is attached to this Order as Exhibit D and is incorporated herein by reference for all purposes. The paying agent is authorized and instructed to provide notice of this redemption to the holders of the Refunded Obligations in the form and manner described in the order authorizing the issuance of the Refunded Obligations.

SECTION 20: Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

Closing Date means the date of physical delivery of the Initial Bond in exchange for the payment of the agreed purchase price for the Bonds.

Code means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

Computation Date has the meaning set forth in Section 1.148-1(b) of the Regulations.

Gross Proceeds means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

Investment has the meaning set forth in Section 1.148-1(b) of the Regulations.

Nonpurpose Investment means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

Rebate Amount has the meaning set forth in Section 1.148-1(b) of the Regulations.

Regulations means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

Yield of

(a) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(b) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The District shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely

affect the exemption from federal income tax of the interest on any Bond, the District shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent it will not cause the Bonds to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the District shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes of general application within the District or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent it will not cause the Bonds to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent it will not cause the Bonds to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Bonds.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The District shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the District shall pay to the United States out of the Bond Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the

transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

J. Bonds Not Hedge Bonds.

(1) At the time the Refunded Obligations were issued, the District reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued.

(2) Not more than 50% of the proceeds of the Refunded Obligations were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(3) The District reasonably expects to spend 85% of the spendable proceeds of the Bonds within three years after the date of issuance thereof.

K. Bonds Not Advance Refunding Bonds.

(1) The Refunded Obligations are not "state or local bonds" within the meaning of section 103(a) and (c) of the Internal Revenue Code of 1986, as amended (the "Code"); therefore, the interest on the Refunded Obligations was not and will not be excludable from the gross income of the holders thereof for federal income tax purposes.

(2) The Refunded Obligations are not and will not be "tax-advantaged bonds" as defined in Section 1.150-1(b) of the Regulations.

(3) The Refunded Obligations shall be treated as a "taxable issue" as defined in Section 1.149(d)-1(e)(1) of the Regulations.

(4) The Refunded Obligations were not issued to advance refund a series of tax-exempt obligations that shall remain outstanding concurrently with the Bonds for a period of more than 90 days and shall not be taken into account as an advance refunding bond pursuant to Section 1.149(d)-1(e)(2) of the Regulations.

(5) In accordance with Section 1.149(d)-1(e)(1) of the Regulations, a series of tax-exempt bonds issued to advance refund a taxable issue is generally not treated as bonds issued to advance refund another bond as described in Code section 149(d). Therefore, the Bonds shall not be considered advance refunding bonds.

L. Elections. The District hereby directs and authorizes any Authorized Official, either or any combination of the foregoing, to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds. Such elections shall be deemed to be made on the Closing Date.

SECTION 21: Permanent School Fund Guarantee. In accordance with the provisions of Subchapter C of Chapter 45 of the Texas Education Code, as amended, and 19 Texas Administrative Code Section 33.65, the District has made application to, and received approval from, the Commissioner of Education of the State of Texas (the *Commissioner*) for the Bonds to be guaranteed as to the payment of principal and interest thereon by the "Permanent School Fund",

created, established, and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas, subject to compliance with the Texas Education Agency's rules and regulations. This constitutional provision also provides for the creation and funding of the "Available School Fund".

A. By virtue of the approval of the Bonds being eligible for such guarantee, the District hereby covenants, agrees, and acknowledges that:

(1) Immediately following a determination by the District of its inability to pay any principal payment or interest installment on the Bonds, and in no event later than five (5) days prior to a Stated Maturity or Interest Payment Date, the Superintendent of Schools of the District shall notify the Commissioner, in the name of the District, of (a) the District's inability to pay all or any portion of the principal amount or interest installment of one or more Bonds, (b) the total dollar amount of funds required by the District to pay in full the principal of and interest on the Bonds which the District is unable to pay, (c) the name and address of the Paying Agent/Registrar for the Bonds, (d) the date when funds for the payment of the Bonds or interest thereon shall be required to be furnished to the District and deposited with the Paying Agent/Registrar, and (e) such other information as the Commissioner shall require;

(2) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders;

(3) If the District fails to pay the principal of and interest on any Bond and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Section 45.059(b) of the Texas Education Code, as amended, shall prevail, to the extent of conflict, over the provisions of Section 14 hereof and such amount or amounts paid with funds from the Permanent School Fund or the Available School Fund, plus interest on such amount or amounts, shall be deducted from the first funds (being foundation school fund payments first, then available school fund payments) the District would otherwise be lawfully entitled to receive from the State of Texas, until full reimbursement of such amount or amounts has been made to the Permanent School Fund;

(4) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines that the District is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the District and its officers, agents, and employees to comply with the duties required by law in regard to the Bonds; and

(5) If the District fails to pay principal or interest on a guaranteed bond when it matures, other amounts not yet mature shall not be accelerated and shall not become due by virtue of the District's default.

If the principal of, premium, if any, and interest on the Bonds are paid prior to Stated Maturity or if the Bonds are defeased as provided in Section 23, the guarantee as to payment of principal of and interest on the Bonds by the corpus and income of the Permanent School Fund

shall immediately be terminated and be removed in its entirety. Notice of any such prepayment or defeasance shall be forwarded to the Commissioner within ten (10) calendar days of such action.

SECTION 22: Control and Custody of Bonds. The President or Vice President of the Board shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond pending approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchasers.

Furthermore, each Authorized Official, or any combination thereof, is hereby authorized and directed to furnish and execute such documents relating to the District and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the District's Bond Counsel, the District's Financial Advisors, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 23: Satisfaction of Obligation of District. If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amounts thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amounts thereof at Stated Maturity, or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amounts thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Bonds. In the event of a defeasance of the Bonds, the Issuer shall deliver a certificate from its financial advisor, an independent accounting firm, the Paying Agent/Registrar, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. To the extent applicable, if at all, the District covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 18).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal

amounts thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of premium (if any), and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Bonds such money was deposited and is held in trust to pay shall, upon the request of the District, be remitted to the District against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the Issuer expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

SECTION 24: Order a Contract - Amendments - Outstanding Bonds. The District acknowledges that the covenants and obligations of the District herein contained are a material inducement to the purchase of the Bonds. This Order shall constitute a contract with the Holders from time to time, shall be binding on the District, and shall not be amended or repealed by the District so long as any Bond remains Outstanding except as permitted in this Section. The District, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 25: Facilities Allotment Revenues. In connection with the issuance of the Bonds, the District may make application to the Texas Education Agency for financial assistance from the State of Texas (the *State*) in accordance with the instructional facilities allotment funding program established pursuant to Chapter 46, Texas Education Code, as amended (the *Program*). In each fiscal year in which the District received funding under the existing debt allotment program, the Program or any successor State funding programs which provide a debt service subsidy for the Bonds (such funds being collectively referred to herein as *Debt Subsidy Funds*), the District shall deposit immediately upon receipt the Debt Subsidy Funds received to the credit of the Bond Fund created pursuant to Section 10. Notwithstanding the requirements of Section

11, if the Debt Subsidy Funds are actually on deposit in the Bond Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 11 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Bond Fund.

SECTION 26: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the District covenants and agrees particularly that in the event the District (a) defaults in the payments to be made to the Bond Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Holders of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Board and other officers of the District to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 27: Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Bonds, the opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of the opinion on the reverse side of each of the Bonds, with an appropriate certificate pertaining thereto executed by the facsimile signature of the Secretary of the Board, is hereby approved and authorized.

SECTION 28: CUSIP Numbers. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the District nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION 29: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 30: Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, the Purchasers, and the Holders.

SECTION 31: Inconsistent Provisions. All orders, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters herein provided.

SECTION 32: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be

considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 33: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 34: Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other persons or circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

SECTION 35: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 36: Authorization of Paying Agent/Registrar Agreement. The Board hereby finds and determines that it is in the best interest of the District to authorize the execution of a Paying Agent/Registrar Agreement pertaining to the registration, transferability, exchange, and payment of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated herein by reference as fully as if recopied in its entirety in this Order.

SECTION 37: Incorporation of Preamble Recitals. The recitals contained in the preamble to this Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 38: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the District or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 39: No Recourse Against District Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Order against any official of the District or any person executing any Bond.

SECTION 40: Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB’s Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

MSRB means the Municipal Securities Rulemaking Board.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

Undertaking means the District’s continuing disclosure undertaking, described in Paragraphs B through F below, hereunder accepted and entered into by the District for the purpose of compliance with the Rule.

B. Annual Reports.

The District shall file annually with the MSRB, (1) within six months after the end of each fiscal year ending in or after 2020, financial information and operating data with respect to the District of the general type included in the final Official Statement authorized by Section 17 of this Order, being the information described in Clause 1 of Exhibit E hereto, and (2) within twelve months after the end of each fiscal year ending in or after 2020, financial information and operating data with respect to the District of the general type included in the final Official Statement, being the information described in Clause 2 of Exhibit E hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit E hereto, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the District commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the District shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 44, as amended, Texas Education Code, the District must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified or permitted public accountant and must file each audit report with the Texas Education Agency within 150 days after the close of the District’s fiscal year. Copies of each audit report must also be filed in the office of the District and with the Secretary, Board of Trustees. The District’s fiscal records and audit reports are available for public inspection during the regular business hours of the District. Additionally, upon the filing of these financial statements and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the District changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The District shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material;
- (15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms

of a Financial Obligation of the District, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District, and (b) the District intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY

RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the District so amends the provisions of this Section, the District shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format – Incorporation by Reference.

The District information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

F. General Policies and Procedures Concerning Compliance with the Rule.

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential “underwriters” in a negotiated sale of the Bonds or the initial purchasers in a competitive sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the District hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit G, with which the District shall follow to assure compliance with the Undertaking. The District has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the District’s financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the District and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 41: Book-Entry Only System.

The Bonds shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bond described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The District and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit F (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium (if any), or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the District to make payments of principal, premium (if any), and interest on the Bonds pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written

notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Holder, the word “Cede & Co.” in this Order shall refer to such new nominee of DTC.

In the event that (a) the District determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the District determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the District shall notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the District may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the District, or such depository’s agent or designee, and if the District and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 42: Further Procedures. The officers and employees of the District are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the District all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Purchase Contract, the Agreement, and the Official Statement. In addition, prior to the initial delivery of the Bonds, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General’s office. In case any officer of the District whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 43: District’s Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the District hereby consents to and authorizes any Authorized Official, Bond Counsel to the District, and/or Financial Advisor to the District to

provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 44: Contracts with Financial Advisor. The Board authorized the Board President, the Board Vice President, and/or the Superintendent of Schools, or their designee thereof, to take all actions necessary to execute any necessary financial advisory contracts with Specialized Public Finance Inc., as the financial advisor to the District (the *Financial Advisor*). The District understands that under applicable federal securities laws and regulations that the District must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Bonds.

SECTION 45: Delegation Authorization Pursuant to HB 1295. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, pursuant to the Act, and any other applicable law, the Board, pursuant to the Act and other applicable law, hereby delegates to the Superintendent of Schools the authority to independently select the counterparty to any paying agent/registrar, rating agency, bond insurer, securities depository, escrow agent, open market securities bidding agent, verification agent or any other contract that is determined by the Superintendent of Schools, the Assistant Superintendent for Business Operations, the Chief Financial Officer, the District's Financial Advisor, or the District's Bond Counsel to be necessary or incidental to the issuance of the Bonds as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the *Ancillary Bond Contracts*) and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the District. The Board has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts.

SECTION 46: Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED, this 23rd day of March, 2020.

MCALLEN INDEPENDENT SCHOOL
DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(DISTRICT SEAL)

DRAFT

INDEX TO SCHEDULES AND EXHIBITS

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Exhibit C	Escrow Agreement
Exhibit D	Notice of Redemption
Exhibit E	Description of Annual Financial Information
Exhibit F	DTC Letter of Representations
Exhibit G	General Policies and Procedures Concerning Compliance with the Rule

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SCHEDULE I

Refunded Obligations

McAllen Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2013B, dated May 1, 2013, in the original principal amount of \$17,355,000 and stated to mature on February 15 in each of the years 2024 through 2030, in the aggregate principal amount of \$8,715,000. These obligations will be called for redemption on February 15, 2023.

DRAFT

SCHEDULE II

Approval Certificate

See Tab No. _

DRAFT

EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No. _

DRAFT

EXHIBIT B

Official Bid Form

See Tab No. _

DRAFT

EXHIBIT C

Escrow Agreement

See Tab No. _

DRAFT

EXHIBIT D

Notice of Redemption

See Tab No. __

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EXHIBIT E

Description of Annual Financial Information

The following information is referred to in Section 40 of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the District to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The quantitative financial information and operating data of the District of the general type included in Tables 1 through 10 and 12 through 13 in Appendix A thereof.
2. The District's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the District appended to the Official Statement as Appendix D, but for the most recently concluded fiscal year.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

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EXHIBIT F

DTC Letter of Representations

See Tab No. _

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EXHIBIT G

General Policies and Procedures Concerning Compliance with the Rule

- I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Sections 9 and 40 of the Order. “Bonds” refers to the Bonds that are the subject of the Order to which this Exhibit is attached.
- II. As a capital markets participant, the District is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the District’s compliance with the Rule.
- III. The District is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 40 of the Order, which provisions are a part of the Undertaking.
- IV. The District is aware that “participating underwriters” (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the District is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.
- V. The District now establishes the following general policies and procedures (the *Policies and Procedures*) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the District’s informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the District’s obligations under the Rule, the advice from and discussions with the District’s internal senior staff (including staff charged with administering the District’s financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):
 - (a) The Chief Financial Officer (the *Compliance Officer*) shall be responsible for satisfying the District’s obligations pursuant to the Undertaking through adherence to these Policies and Procedures;
 - (b) the Compliance Officer shall establish reminder or “tickler” systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the District’s information of the type described in Section 40 of the Order;

- (c) the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 40 of the Order;
- (d) the Compliance Officer shall work with external consultants of the District, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the District and notice of the occurrence of any of the events referenced in Clauses (a) and (b) above, respectively, the foregoing being required to satisfy the terms of the Undertaking;
- (e) the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the Issuer, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;
- (f) upon identification of any Financial Obligation meeting the materiality standard identified in Clause (e) above, the Compliance Officer shall establish a process for identifying and monitoring any District agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;
- (g) the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the District; and
- (h) the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the District’s internal staff identified by the Compliance Officer to assist with the District’s satisfaction of the terms and provisions of the Undertaking.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

SUBMITTED BY: *Natalia Goza*
Natalia Goza (Mar 11, 2020)

SUPERVISOR: _____

Approved for presentation to the Board of Education:



146 _____
Superintendent of Schools

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

SUBMITTED BY: *Natalia Goza*
Natalia Goza (Mar 11, 2020)

SUPERVISOR: _____

Approved for presentation to the Board of Education:



147 _____
Superintendent of Schools

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

SUBMITTED BY: *Natalia Goza*
Natalia Goza (Mar 13, 2020)

SUPERVISOR: _____

Approved for presentation to the Board of Education:



148 _____
Superintendent of Schools

February 24, 2020

Region One ESC
1900 W. Shunior
Edinburg, Texas 78541

Dear Region One School Board Members and Superintendents,

My name is David A. Garcia and I have submitted my application for your consideration to Place 5 on the Region One ESC Board of Directors. As you review applicants, I respectfully request your vote and support.

I am from Brownsville and attended public schools during my adolescence. I attended Perez Elementary, Oliveira Middle School and Porter High School. I went on to attend University of Texas at Brownsville graduating in 1995. I am the son of a lifelong educator (teacher and administrator) and a Juvenile Probation Director. My father is a Vietnam Veteran Purple Heart recipient and I have a twin two brother that was in the Marines and another brother that attended the U.S. Naval Academy in Annapolis and is an Officer in the Navy currently. I have a brother who's a teacher/coach and several family members that are teachers. I have been married for 17 years and have a teenage son.

I am seeking this position to contribute back to the community and, in particular, to educational institutions like Region One that are preparing children, educators, and professional staff for today and tomorrow. Education is the great equalizer that will help our children reach their potential and eventually their short-term, mid-term, and long-term goals to eventually enable them to seek opportunities here at home or wherever they may go. It all starts in our schools and with our teachers and I want to support their efforts to innovate and challenge themselves to provide the best learning environment for our students. I am a strong proponent of providing training opportunities and forums that share best practices and situational awareness programs to improve every day. We need to supply our teachers with the best material and continuous opportunity to stay up to date. If elected I pledge to continue to support Region One to assist school districts in improving student performance in our region, to enable school districts to operate more efficiently and economically, and to implement initiatives assigned by the legislature or commissioner.

Throughout my career, I have supported education at all levels and have worked on important policies and initiatives at the federal level to assist the educational community. After I graduated from college, I moved to Washington D.C. where it would turn out to be the most important decision of my young life. Working for a Member of Congress is where I learned the intricacies of drafting legislation, writing speeches, constituent relations, strategic counsel and advice and political strategy. During my tenure of ten years, I rose through the ranks and was Legislative Director for several years responsible for all policy directives and coordination between the



DAVID GARCIA

PROFILE

CONTACT

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956-579-9714 (m)
956-255-8595 (o)

EMAIL:
david@realstrategicsolutions.com

ACCOMPLISHMENTS

Federal Appropriations and
Authorization Expert
Public Administration Experience
Economic Development Experience
Disaster Recovery Administration
EDA Grant Planning and Preparation
RGV MPO
Creation of Flood Control District
Venues (Amphitheater and
EcoTourism)
Coastal Park Improvements
Capital Improvement Projects
SpaceX Lead Coordinator
I-69

EDUCATION

University of Texas at Brownsville 1991 - 1995
Major: Political Science; Minor: English

University of Texas at Austin 2018
Project Management Certificate Program

WORK EXPERIENCE

Managing Partner – Real Strategic Solutions, LLC
2019 - Present

Cameron County; County Administrator
March 2015 - June 2019

Directed and supervised the day-to-day operations of all non-elected county departments. Also provided management, coordination, and communication to all elected officials on legislative, intergovernmental and operational needs of the county.

Cameron County, Deputy County Administrator
2008 to 2014

Responsible for coordinating and communicating with local entities and all county departments.

U.S. House of Representatives; Legislative Director
1995–2004

Served as senior adviser on all matters before Congress, the Administration and Federal agencies

SKILLS

Strategic Planning
Project Management
Strategic Communications
Public and Media Relations
Economic Development
Community Outreach/Community Development
Public Policy Analysis
Public Administration
Legislative Relations



RUBEN CORTEZ

CHAIRMAN ESC REGION 1

T 956-639-9171

E RubenCortezForTexas@gmail.com

2-25-2020

School Board Trustees
ESC Region 1

Dear School Board Trustees,

I am writing to humbly request your continued support as I seek to continue to represent you on the ESC Region 1 Board of Trustees. It has been an honor to serve as the chairman of the board and lead the efforts that are important to you.

During the last five years, the region has been top-rated in the state. This has only been achieved via the close partnership between your districts and the service center, more importantly, between you and our Region 1 Board.

My focus, just as promised when you elected me to serve you, continues to be ensuring that ESC Region 1 remains focused on providing you and your districts the resources, services and continued support to effectively serve and strengthen our educational outcomes.

Additionally, as your representative on the Texas State Board of Education, I am focused on aligning the needs of and advocating for our school districts and ESC Region 1 in Austin. With your support, I look forward to building upon that success and take all of us to the next level.

Your vote and support are crucial to continuing our shared efforts and vision for a stronger educational ecosystem in our region.

Sincerely,

Ruben Cortez

Ruben Cortez



Region One Education Service Center

1900 W. Schunior, Edinburg, TX 78541 ♦ Ph (956) 984-6000 ♦ Fax (956) 984-7655

Cornelio Gonzalez, Ph.D.
Executive Director

RECEIVED

MAR 05 2020

Superintendent

February 28, 2020

Dr. Jose A. Gonzalez, Superintendent
McAllen Independent School District
2000 North 23rd Street
McAllen, TX 78501-2000

Dear Dr. Gonzalez:

According to State Board of Education regulations, school trustees must elect the board of directors of Regional Education Service Centers. Each school trustee in the Region receives one vote per vacancy on the board, with the exception of South Texas ISD which receives a total of seven ballots.

Seven official ballots are enclosed, as well as biographical summaries submitted by the candidates. Only votes submitted on official ballots will be tabulated. No more than one vote per vacancy should be submitted per ballot. Ballots listing more than one vote per vacancy will be invalidated.

Completed ballots must be returned to the following address no later than Thursday, April 6, 2020. A self-addressed, stamped envelope is provided for your convenience.

Mr. Raul R. Chapa, Board Vice-Chairperson
Region One Education Service Center
1900 West Schunior
Edinburg, Texas 78541

Thank you for helping us with this important task. By electing those who serve on the Region One ESC board of directors, local school trustees are ensuring that they have a voice in obtaining quality services from the education service center staff, and that local school districts and Region One ESC have a cooperative and beneficial relationship.

Sincerely,

Dr. Cornelio Gonzalez

Dr. Cornelio Gonzalez
Executive Director

CG:er
Enclosure