



North East Independent School District

8961 Tesoro Drive, San Antonio, Texas 78217

NOTICE OF MEETING OF THE BOARD OF TRUSTEES

Notice is hereby given that a meeting of the Board of Trustees of the North East Independent School District will be held on June 14, 2021. The Board will convene in Open Session at 5:30 PM, then move into Executive Session and resume the public portion of the meeting no earlier than 6:15 PM. The Board will meet on the first floor of the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas 78217. Such meeting is a regular meeting.

The open session portion of the meeting is livestreamed, and members of the public may view the meeting by going to the North East Independent School District's YouTube channel. Click the link below or type it into your browser.

<https://www.youtube.com/c/NEISDtv>

Items will not necessarily be discussed or considered in the order they are printed. Anyone wishing exhibit information in accordance with Local Board Policy GBA, must contact the Public Information Officer.

MISSION STATEMENT

We challenge and encourage each student to achieve and demonstrate academic excellence, technical skills, and responsible citizenship.

I. ESTABLISHMENT OF QUORUM AND CALL TO ORDER

II. EXECUTIVE SESSION

A. Personnel, including but not limited to Administrative Appointments pursuant to Government Code Section 551.074

1. Routine Personnel including but not limited to Administrative Appointments

- a. Principal of Longs Creek Elementary
- b. Director of Elementary Curriculum and Instruction
- c. Director of Visual Arts

2. Update on Personnel Needs and Assignments

B. Consultation with Board's Attorney pursuant to Government Code Section 551.071

1. Pending and/or Possible Litigation

III. RECONVENE INTO OPEN SESSION

IV. WELCOME FROM THE BOARD PRESIDENT

V. INVOCATION AND PLEDGE OF ALLEGIANCE

A. Academy of Creative Education

Presenter: Patrick Valdez, Principal

VI. RECOGNITIONS

A. 2021 Graduations

Presenter: Shannon Grona, President, Board of Trustees

B. Wrestling State Individual Recognition, Reagan High School

Presenter: Rudy Jimenez, Assistant Superintendent for Campus Administration, Kelly Parker, Executive Director, Athletics

C. Track State Team and Individual Recognitions, Reagan High School
Presenter: Rudy Jimenez, Assistant Superintendent for Campus Administration, Kelly Parker, Executive Director, Athletics

VII. **MATTERS FROM THE FLOOR**

VIII. **MATTERS FROM EXECUTIVE SESSION**

A. Personnel Including but not Limited to Administrative Appointments pursuant to Government Code Section 551.074

1. Possible Action Regarding Routine Personnel including but not limited to Administrative Appointments 4

Presenter: Rudy Jimenez, Assistant Superintendent for Campus Administration

- a. Principal of Longs Creek Elementary
- b. Director of Elementary Curriculum and Instruction
- c. Director of Visual Arts

2. Introductions

IX. **BOARD BUSINESS**

A. Possible Action Regarding Candidate Endorsement for the TASB Board of Directors, Region 20, Position E 5

Presenter: Shannon Grona, President, Board of Trustees

X. **NEW BUSINESS FOR POSSIBLE BOARD ACTION**

A. Communications

1. Possible Action Regarding Wall of Heroes Enshrinement 12

Presenter: Aubrey Chancellor, Executive Director, Communications

B. Instruction and Campus Administration

1. Possible Action Regarding Leave for Advanced Academic Preparation 15

Presenter: Rudy Jimenez, Assistant Superintendent for Campus Administration, Chyla Whitton, Acting Executive Director, Human Resources

2. Possible Action Regarding 2021-2022 Calendar 16

Presenter: Anthony Jarrett, Assistant Superintendent for Curriculum and Instruction, Esmeralda Munoz, Executive Director, Learning Support Services

C. Business Services

1. Possible Action Regarding Consideration and Approval of an Order Authorizing the Remarketing of "North East Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2013B" 20

Presenter: Dan Villarreal, Associate Superintendent for Business Services/CFO, Brian Moy, Executive Director, Finance and Accounting

2. Possible Action Regarding Amendments to the Commercial Paper Note Purchasing Agreement and Revolving Credit Agreement 41

Presenter: Dan Villarreal, Associate Superintendent for Business Services/CFO, Brian Moy, Executive Director, Finance and Accounting

D. Consent

1. Business Services 2

a. Waiver of Penalties and Interest	63
b. 50K Purchases	71
c. Bid Items	73
d. 2020-2021 Cooperative Purchasing Contracts Report	81
e. Annual Over 50K Purchases	83
2. Operations	
a. Professional Services Contracts, Construction Contracts, and Related Contract Amendments Supporting the 2015 Bond Program, M&O Funded Program and BAC Athletic Enterprise Funded Design and Construction Requirements	92
3. Minutes from May, 2021	
4. End of Consent	
XI. REPORTS	
A. Interim Financial and Management Reports	
B. Awarded Bid Report	
XII. DISCUSSION AND POSSIBLE ACTION REGARDING BOARD MEMBERS' REQUEST(S) FOR ITEM(S) TO BE PLACED ON A FUTURE AGENDA AND/OR REQUEST(S) FOR REPORT(S) FROM THE ADMINISTRATION	
XIII. ADJOURNMENT	

If, during the course of the meeting, discussion of any item on the agenda should be held in an Executive or Closed Session, the Board will convene in such Executive or Closed Session in accordance with the Open Meetings Act, Texas Government Code, Section 551.071, 551.072, and 551.074.

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 10th day of June, no later than 5:30 PM, this notice was posted on a bulletin board located at a place readily accessible and convenient to the public at the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas.

The North East Independent School District does not discriminate on the basis of race, color, religion, gender, national origin, age or disability



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 14, 2021

Presenter: Rudy Jimenez

Subject: Employment of Personnel
New Hires

Related Page(s): None

ACTION ITEM

BACKGROUND INFORMATION

Policy DC (LOCAL) states: "The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel in the following categories: central office administrator from the director level and above and campus administrator, including principals and assistant principals." Final authority for employment of contractual personnel in these categories shall be retained by the Board.

ADMINISTRATIVE CONSIDERATION

Campus personnel are recommended for employment by campus principals in accordance with TEC § 11.202(b). All other personnel are recommended by appropriate supervisors. In both cases, the candidate deemed "best qualified" has been selected.

BUDGETARY CONSIDERATION

New hires associated with replacement of personnel have been budgeted prior to the hiring process. New hires associated with recently established positions are covered by a contingency fund established by the Board for this purpose. Should the cost of such positions exceed the funds so budgeted, then a separate budget amendment is brought before the Board prior to additional positions being filled.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees of the North East Independent School District approve the hiring of new personnel as presented.

BOARD ACTION REQUIRED

Approval/Disapproval



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 14, 2021

Presenter: Shannon Grona
President,
Board of Trustees

Subject: Candidate Endorsement for
the TASB Board of Directors,
Region 20, Position E

Related Page(s): Attachments

ACTION ITEM

BACKGROUND INFORMATION

The term of Sandy Hughey, as a TASB Board of Director for North East ISD, Region 20, Position E, will expire at the close of the 2021 TASA/TASB Convention. Upon election to a three-year term, a TASB Director may be reelected for up to three additional terms. Mrs. Hughey has reached the end of her final term and will be vacating the position at the conclusion of the 2021 Convention. As an Active Member District, NEISD may submit a nominee for this position.

The TASB Board of Directors is charged with carrying out directives established by the Delegates at the Delegate Assembly. The Director is expected to attend four Board meetings each year with one of the meetings being at the same time as the annual TASA/TASB Convention. Additionally, the Director will be asked to serve on a standing committee that will meet as needed, in conjunction with Board meetings. In consideration of a candidate, the Director should be a capable, experienced school board member who can assist in providing the Association with outstanding leadership.

BUDGETARY CONSIDERATION

Lodging and transportation expenses incurred by the Board of Director attending regular spring, summer and December Board meetings are reimbursed by the Association.

RECOMMENDATION

The Board of Trustees of the North East Independent School District wish to submit the nomination of _____ for the Region 20, Position E representative on the TASB Board of Directors.

BOARD ACTION REQUIRED

Approval/Disapproval



TASB NOMINATION FORM

This is to serve as the nomination of a member of our local board to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

CANDIDATE MAILING ADDRESS: _____

CITY: _____ ZIP: _____

Our school district's board of trustees understands:

1. *Expenses incurred for the candidate to attend the Nominations Committee interview will be the responsibility of the candidate's local school district.*
2. *The local board's nomination of one of its trustees shall be considered the district's endorsement for that Director position.*
3. *A TASB Director's attendance at regular TASB Board meetings is important.*
4. *Lodging and transportation expenses incurred by TASB Directors attending regular spring, summer and December Board meetings are reimbursed by the Association and transportation expenses and three nights' lodging incurred attending the Convention Board meeting are reimbursed by the Association.*

This nomination was approved by our board of trustees at a duly called meeting on _____.
(Date)

Signature of board president or officer *(If candidate is the board president or officer, must be signed by another officer)*

PRINTED NAME: _____

TITLE: _____

WILLINGNESS TO SERVE (To Be Completed By the Candidate)

I, _____, confirm my willingness to serve, if elected, as a member of the TASB Board of Directors for Region _____, Position _____.

Signature of candidate

This form is to be used to nominate a member of your Local Board as a candidate to fill a position on the TASB Board of Directors.

Must be received by TASB on or before June 30, 2021.

Interviews will be held at TASB Headquarters in Austin on September 10-11, 2021.

**RETURN TO: E-mail: boardcommunications@tasb.org
FAX: 512.467.3554**



TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: _____

NAME: _____

ADDRESS: _____

CITY: _____ ZIP: _____

BUSINESS PHONE: _____ RESIDENCE PHONE: _____

CELL PHONE: _____ FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active email address.

E-MAIL: _____

SCHOOL DISTRICT: _____

LOCAL TERM EXPIRES: _____ YEARS ON BOARD: _____
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

Yes ___ No ___

BOARD POSITIONS HELD/DATES: _____

OCCUPATION: _____

CURRENT EMPLOYER: _____ Dates: _____

EDUCATION-HIGH SCHOOL: _____ COLLEGE: _____

OTHER EDUCATION: _____ DEGREES: _____

HOBBIES/SPECIAL INTERESTS: _____

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): _____

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): _____

Please attach a short bio and include a current picture in jpeg format.

Additional Comments: (Use reverse side if additional space is required.)



TASB BOARD CANDIDATE QUESTIONNAIRE

NAME: _____

SCHOOL DISTRICT: _____

POSITION: _____

I affirm that my board has approved my candidacy, and the Nominations Form has been submitted to TASB (or is included) as evidence.

1. What motivates you to serve on the TASB Board?

2. What contributions can you make?

3. Service as a TASB Director is a very rewarding experience, but it is a time-consuming endeavor. Please address your commitment to serve as a Director.

4. Please provide evidence of your leadership abilities.

5. If selected, what are some unique characteristics or perspectives you bring to the Board?

6. Describe the characteristics of a good board member. What are at least three or four behaviors of a good board member?

10. Additional information: What else would you like for us to know about you?

(Signature of candidate)

(Date)

This form is to be used by a candidate interested in filling a position on the TASB Board of Directors.

Must be received by TASB on or before June 30, 2021.

Interviews will be held at TASB Headquarters in Austin on September 10-11, 2021.

**RETURN TO: E-mail: boardcommunications@tasb.org
FAX: 512.467.3554**



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 14, 2021

Presenter: Aubrey Chancellor
Executive Director,
Communications

Subject: Wall of Heroes Enshrinement

Related Page(s): Attachment

ACTION ITEM

BACKGROUND INFORMATION

The North East ISD Heroes Stadium received its name to honor and praise members of the District and community who made a positive impact in the lives of current and future generations. A “Wall of Heroes” located on the home side of Heroes Stadium gives the District the opportunity to enshrine noteworthy individuals with ties to NEISD. This significant award recognizes and celebrates the achievements of a person who embodies heroic values. While a hero can be defined in many ways, NEISD has established criteria to recognize individuals on the District’s “Wall of Heroes.” All individuals selected for enshrinement will have a plaque honoring them within Heroes Stadium.

In accordance with Board Policy CW (LOCAL), nominations were accepted and received between March 1 and May 1, 2021.

ADMINISTRATIVE RECOMMENDATION

The nine member “Wall of Heroes” Selection Committee was established consisting of appointees from each Trustee of the NEISD School Board, a member of the District’s Executive Staff and a high school principal. The committee met on Tuesday, June 8, 2021 to review the nominations. The Committee has selected two individuals they felt were noteworthy of enshrinement on the *Wall of Heroes*.

Gary Ploetz-Not in Attendance (Shannon Grona)
Cindy Hernandez (Sandy Hughey)
March Kimmel (David Beyer)
Araceli Rios (Omar Leos)
Doug Copeland (Steve Hilliard)

Clarence Williams (Terri Williams)
Tiffany Van Winkle (Sandy Winkley)
Todd Bloomer (Principal Churchill HS)
Aubrey Chancellor (Exec. Dir. Communications)

RECOMMENDATION

It is recommended that the Board approve the individuals selected by the Selection Committee for enshrinement on the “*Wall of Heroes*” at Heroes stadium

BOARD ACTION REQUIRED

Approval/Disapproval

Wall of Heroes Nomination Form

This form must be filled out in its entirety.

Nominations may be submitted in odd number years between March 1 and May 1.

Nominee for enshrinement

Name: _____

Is the nominee deceased? Yes _____ No _____

If yes, date of death: _____

If no, age of nominee at time of this application: _____

Date of birth: _____

Did the nominee graduate from the District? Yes _____ No _____

If yes, name of high school: _____

If no, the number of years as a member of the District/community: _____

Address (If deceased, please provide an address for a living relative):

Phone: _____ Email: _____

Nominating person

Name: _____

Address: _____

Phone: _____

Email: _____

Essay

Nominating persons must provide an essay of no longer than one typed page, 12-point font. The essay should include examples of how the nominee:

- Demonstrated courage, service, and self-sacrifice in his/her life's work, which brought honor to their family and community;

NAMING FACILITIES

CW
(EXHIBIT)

- Made a positive impact in the lives of current and future generations through unselfish commitment to community/military service;
- Excelled academically and/or achieved a high level of post-graduate success; and
- Is deserving of enshrinement on the “Wall of Heroes.”



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 14, 2021

Presenter: Rudy Jimenez
Chyla Whitton,
Acting Executive Director,
Human Resources

Subject: Leave for Advanced Academic Preparation Related Page(s): None

ACTION ITEM

BACKGROUND INFORMATION

It is the goal of the North East Independent School District to support advanced educational aspirations of employees.

ADMINISTRATIVE CONSIDERATION

Policy DEC (LOCAL) states, "A one-year, unpaid leave of absence for advanced academic preparation may be granted by the Board upon recommendation of the Superintendent after completion of two consecutive years of employment in the District." The employee requests that such leave be approved to commence on August 9, 2021 and conclude on May 27, 2022. The applicant meets all requirements established by Board policy.

BUDGETARY CONSIDERATION

There are no funds budgeted for leave for advanced academic preparation.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees approve the applicant for a one-year, unpaid leave of absence for advanced academic preparation.

BOARD ACTION REQUIRED

Approval/Disapproval



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 14, 2021

Presenter: Anthony Jarrett
Esmeralda Muñoz,
Executive Director,
Learning Support Services

Subject: 2021 – 2022 Calendar

Related Page(s): Attachments; Website(s)

ACTION ITEM

BACKGROUND INFORMATION

On December 14, 2020, the NEISD 2021 – 2022 calendar was approved by the board as presented.

The Fiesta San Antonio Commission released March 31 – April 10 as the dates Fiesta® events will take place. The Battle of Flowers is scheduled to take place the last Friday of the event dates, which is April 8, 2022. Based on changes to a city – wide event, this will replace the originally scheduled holiday from April 22, 2022 to April 8, 2022.

Additionally, as a result of the COVID – 19 pandemic, many students were not present for the 2020 and 2021 STAAR and STAAR EOC assessments. In order to create a more individualized approach toward learning recovery, the district has decided to integrate MAP assessments for grades K – 8 math and reading and Algebra I. This will provide a more thorough and holistic representation of student learning loss from the 2019 – 2020 and 2020 – 2021 school years. MAP assessments will also allow for a more efficient and effective approach toward mitigating learning loss and provide teachers with the data necessary to establish a timely and appropriate instructional support plan for every student. In addition to the integration of these assessments, the district would like to include one (1) additional early release day on August 13, 2021 for Castle Hills Elementary and September 10, 2021 for the Extended School Year and NEISD elementary campuses. This additional day will give campuses the time to desegregate data, and plan accordingly to meet the needs of every student.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Battle of Flowers holiday change from April 22, 2022 to April 8, 2022 on all district calendars.

It is recommended that the Board of Trustees approve the addition of one (1) early release day in the following calendars: Castle Hills Elementary Calendar - August 13, 2021; NEISD 2021 – 2022 Calendar and Extended School Year Calendar - September 10, 2021.

BOARD ACTION REQUIRED

Approval/Disapproval



Discover North East ISD 2021 - 2022 School Calendar

First day: August 16, 2021
Last day: May 27, 2022

Grading Periods

August 16 - October 15	43 days
October 18 - December 17	40 days
1 st Semester	83 days
January 3 - March 4	44 days
March 14 - May 27	53 days
2 nd Semester	97 days
Total	180 days

The 2021 - 2022
Student Assessment
Testing Calendar
may be accessed via
www.neisd.net
under: **Calendars**

Teacher/Student Holidays

September 6
October 11
November 24 - 26
December 20 - 31
January 17
March 7 - 11
April 8
April 15
May 30

Staff Development / Teacher Preparation Days/ Student Holidays

August 2 - 6
New Teacher Orientation
August 9 - 13
Teacher Staff Development
November 22 - 23
Teacher Choice Days

August 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	[16*	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
S	M	T	W	T	F	S
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19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
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10	11	12	13	14	15	16
17	[18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
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14	15	16	17	18	*19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
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12	13	14	15	*16	*17	18
19	20	21	22	23	24	25
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January 2022						
S	M	T	W	T	F	S
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2	[3*	4	5	6	7	8
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23	24	25	26	27	28	29
30	31					

February 2022						
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27	28					

March 2022						
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April 2022						
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May 2022						
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29	30	31				

June 2022						
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July 2022						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Holidays for Students and Employees

Teacher Staff Development/Teacher Preparation Days (student holiday)

First/Last Day of Classes; First/Last Day of Semester

New Teacher Orientation

Beginning and Ending of Grading Period

Regularly scheduled meeting of NEISD Board of Trustees
(Changes may be made. Please call 407-0053 to confirm dates and times prior to meetings.)

Severe weather makeup days

Early Dismissal for Conferencing and/or Professional Development for Elementary and Middle Schools

Early Dismissal for High Schools for Professional Development and/or campus activities

Graduation Dates

Churchill May 28, 2022	MacArthur May 30, 2022
ISA May 27, 2022	Madison May 29, 2022
Johnson May 30, 2022	Reagan May 30, 2022
LEE May 28, 2022	Roosevelt May 29, 2022

SHOULD EMERGENCY SITUATIONS OCCUR, SUCH AS SEVERE WEATHER, an announcement will be released from the Office of the Superintendent to local radio and television stations. If classes are canceled, makeup days may be held May 31 and June 1.



Discover North East ISD 2021 - 2022 Extended School Calendar

First day: August 16, 2021
Last day: June 24, 2022

Grading Periods

August 16 - October 22 44 days
October 25 - January 21 44 days
1st Semester 88 days

January 24 - April 8 45 days
April 11 - June 24 47 days
2nd Semester 92 days

Total 180 days

Student Intersessions

September 20 - 24
November 1 - 5
February 7 - 11
April 25 - 29

Teacher/Student Holidays

September 6
November 24 - 26
December 20 - 31
January 17
March 7 - 11
April 8
April 15
May 30

Staff Development / Teacher Preparation Days / Student Holidays

August 2 - 6
New Teacher Orientation
August 9 - 13
Teacher Staff Development
November 22 - 23
Teacher Choice Days

August 2021						
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September 2021						
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26	27	28	29	30		

October 2021						
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17	18	19	20	21	22	23
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31						

November 2021						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
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12	13	14	15	16	17	18
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January 2022						
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16	17	18	19	20	21	22
23	[24*	25	26	27	28	29
30	31					

February 2022						
S	M	T	W	T	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022						
S	M	T	W	T	F	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022						
S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	[11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022						
S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Holidays for Students and Employees

Elementary Early Dismissal

Teacher Staff Development/Teacher Preparation Days (student holiday)

Regularly scheduled meeting of NEISD Board of Trustees
(Changes may be made. Please call 407-0553 to confirm dates and times prior to meetings.)

First/Last Day of Classes; First/Last Day of Semester

Severe weather makeup days

[] Beginning and Ending of Grading Period

New Teacher Orientation

Jackson-Keller Elementary School

1601 Jackson-Keller
San Antonio, TX 78213
Phone: 210-407-4400
Fax: 210-407-4409

Larkspur Elementary School

1802 Larkspur Dr.
San Antonio, TX 78213
Phone: 210-407-4600
Fax: 210-407-4609

Serna Elementary School

2569 NE Loop 410
San Antonio, TX 78217
Phone: 210-407-7200
Fax: 210-407-7209



18
SHOULD EMERGENCY SITUATIONS OCCUR, SUCH AS SEVERE WEATHER, an announcement will be released from the Office of the Superintendent to local radio and television stations. If classes are canceled, makeup days may be held June 27 and June 28



July 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	[19*	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	[27	28	29	30		

October 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022						
S	M	T	W	T	F	S
						1
2	[3*	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	[21	22	23	24	25	26
27	28	29	30	31		

Grading Periods	
July 19 - September 24	49 days
Sept. 27 - December 16	44 days
1st Semester	93 days
January 3 - March 18	44 days
March 21 - May 20	43 days
2nd Semester	87 days
Total	180 days

The 2021 - 2022 Student Assessment Testing Calendar may be accessed via www.neisd.net under Calendars

Teacher/Student Holidays	
September 6	February 28
October 4 - 15	March 1 - 11
November 24 - 26	April 8
December 17 - 31	April 15
January 17	May 30

STUDENT INTERSESSIONS:
 October 4 - 15
 February 28 - March 11
INTERSESSION CLASSES:
 October 4 - 8
 February 28 - March 4

Staff Development/Teacher Preparation Days/Student Holidays
July 12 - 16
November 22 - 23
Teacher Choice Days

April 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- Holidays for Students and Employees
- Elementary Early Dismissal for Conferencing
- Teacher Staff Development/Teacher Preparation Days (student holiday)
- Regularly scheduled meeting of NEISD Board of Trustees (Changes may be made. Please call 407-0553 to confirm dates and times prior to meetings.)
- First/Last Day of Classes; First/Last Day of Semester
- Severe weather makeup days
- Beginning and Ending of Grading Period
- New Teacher Orientation



Castle Hills Elementary School
 200 Lemonwood
 San Antonio, TX 78213

Phone: 210-407-1800
Fax: 210-407-1809



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 14, 2021

Presenter: Dan Villarreal
Brian Moy, Executive Director
Finance & Accounting

Subject: Consideration and approval of an order authorizing the remarketing of “North East Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2013B”

Related Page(s): Attachment

ACTION ITEM

BACKGROUND INFORMATION

Consideration and approval of an order authorizing the issuance of “North East Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2013B”; amending certain terms of the Order authorizing the issuance of the bonds; prescribing the form, terms, conditions, and resolving other matters incident and related to the remarketing of the bonds, including the approval and distribution of a reoffering memorandum and the authorization of the execution of a remarketing agreement pertaining thereto; delegating the authority to certain members of the board of trustees and district staff to approve and execute certain documents relating to the remarketing of the bonds.

ADMINISTRATIVE CONSIDERATION

The order delegates to certain District officials and employees the ability to remarket the Bonds and approve various documents and closing certificates with respect to the Bonds. Hilltop Securities Inc., as the District’s financial advisor, and Norton Rose Fulbright US LLP, as the District’s bond counsel, will coordinate the administrative aspects for the issuance of the Bonds including the pricing, sale, and closing of the Bonds.

BUDGETARY CONSIDERATION

If the Bonds are sold at a premium, the fees will be paid from the issuance of Bonds. If the Bonds are sold at par, the fees will be paid by the Debt Service Fund.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees adopt an order authorizing the remarketing of “North East Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2013B” as presented.

BOARD ACTION REQUIRED

Approval/Disapproval

AN ORDER BY THE BOARD OF TRUSTEES OF THE NORTH EAST INDEPENDENT SCHOOL DISTRICT AUTHORIZING THE REMARKETING OF “NORTH EAST INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2013B”; AMENDING CERTAIN TERMS OF THE ORDER AUTHORIZING THE ISSUANCE OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE REMARKETING OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF A REOFFERING MEMORANDUM AND THE AUTHORIZATION OF THE EXECUTION OF A REMARKETING AGREEMENT PERTAINING THERETO; DELEGATING THE AUTHORITY TO CERTAIN MEMBERS OF THE BOARD OF TRUSTEES AND DISTRICT STAFF TO APPROVE AND EXECUTE CERTAIN DOCUMENTS RELATING TO THE REMARKETING OF THE BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees (the *Board*) of the North East Independent School District (the *District*) has previously adopted an order on June 3, 2013 (the *Original Bond Order*) authorizing the issuance of the District’s Variable Rate Unlimited Tax School Building Bonds, Series 2013B (the *Original Bonds*);

WHEREAS, the Board adopted orders on June 1, 2015 and June 13, 2016 (the *Original Bond Order* as amended, the *Bond Order*) authorizing amendment of certain terms of the *Original Bond Order* and the remarketing of the *Original Bonds* (the *Original Bonds* as remarketed, the *Bonds*);

WHEREAS, the Bonds are currently outstanding in a Term Rate mode during which they bear interest at a Term Rate for the Term Rate Period (the *Term Rate Period*) that expires on July 31, 2021;

WHEREAS, the Bond Order authorizes the District to remarket the Bonds into various interest rate modes, including modes during which the Bonds bear interest at a Term Rate or at Fixed Rates;

WHEREAS, the Board has determined that the remarketing of the Bonds in the principal amount of \$ _____ and into a new interest mode and Rate Period effective at the conclusion of the Term Rate Period will benefit the District and its residents, as herein provided; and

WHEREAS, given changes in law and market conditions, the District desires to amend the Bond Order to conform the terms of the Bonds with such changes in law and market conditions; now, therefore,

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

SECTION 1: Conversion to New Rate Period. Pursuant to Sections 3.01 and 3.02(f) or 3.04 of the Bond Order, the Bonds in the principal amount of \$_____ shall be converted to a new Rate Period that is a Fixed Rate Period or a Term Rate Period (the period of any such mode, the *New Interest Period*), during which the Bonds will bear interest, in whole or in part, at Fixed Rates or Term Rates. The New Interest Period shall commence on August 1, 2021 and shall conclude, if the Bonds during such New Interest Period bear interest at (i) Term Rates, not later than July 31, 20__ and (ii) Fixed Rates, not later than the Bonds' stated maturity date, as specified in the Bond Order. If the Bonds in the New Interest Period bear interest at a Term Rate, neither the Term Rate nor the Stepped Rate applicable to the Bonds in such New Interest Period shall exceed the Highest Lawful Rate. If the Bonds in the New Interest Period bear interest at Fixed Rates (as provided by Section 3.04 of the Bond Order), no Fixed Rate shall exceed the Highest Lawful Rate. At the time of remarketing of the Bonds, an Authorized Official shall determine the principal amount of Bonds to bear interest at a Term Rate and the principal amount of Bonds to bear interest at Fixed Rates (and, with respect to such determination, the years of Stated Maturity of and redemption provisions, if any, applicable to such Bonds bearing interest at a Term Rate or Fixed Rates). Notwithstanding the foregoing, no remarketing of Bonds shall result in an extension of the final maturity of the Bonds, as specified in the Bond Order, or maximum annual debt service on the Bonds exceeding the highest year of debt service indicated in Table 8 of the Final Offering Memorandum relating to the remarketing of the Original Bonds.

The [Term Rate / Fixed Rate] Conversion Date shall be August 1, 2021, which is an Interest Payment Date on which interest is payable for the Term Rate Period from which conversion is to be made. The New Interest Period shall commence on August 1, 2021 and continue through [the mandatory tender date, stated maturity or prior redemption] of the Bonds.

SECTION 2: Notices; Ratification of Prior Action. (a) Conversion. The Paying Agent/Registrar is hereby authorized and directed to provide notice to the Owners of any conversion of the Rate Period for the Bonds authorized by this Order, such notice to be in the form and to the effect required by the Bond Order. In addition, each Authorized Official is authorized and directed to provide any notice required by the Bond Order in connection with any conversion of the Rate Period for the Bonds authorized by this Order.

The actions of the Authorized Officials, agents and representatives of the District taken prior to the date of this Order to accomplish the conversion of the Rate Period for the Bonds to a Term Rate Period are hereby ratified, confirmed and approved.

(b) Material Events Notice. The Authorized Officials, agents and representatives of the District are hereby authorized and directed to take any action, and to execute and deliver any and all documents, certificates or other instruments as are necessary or appropriate, for the filing of any material event notice required as a result of the transactions authorized by this Order and the District's continuing disclosure undertaking under United States Securities and Exchange Commission Rule 15c2-12 (the *Rule*) and the Bond Order.

SECTION 3: Reoffering Memorandum. The Board hereby approves, ratifies and confirms the form and content of the reoffering memorandum (the *Reoffering Memorandum*) presented to the Board with this Order, in substantially the same form attached hereto as Exhibit A, and prepared for use by the Remarketing Agent in connection with the remarketing of the Bonds and

the determination of the interest rate for the Bonds from time to time, including the Term Rate and/or any Fixed Rates, and authorizes the preparation of any addenda, supplements or amendments thereto as an Authorized Official may deem appropriate; and the District further ratifies and approves the use and distribution of such Reoffering Memorandum in connection with the remarketing of the Bonds and the determination of the Term Rate and/or any Fixed Rates. The Authorized Officials, officials, agents and representatives of the District are hereby authorized and directed to execute and deliver any certificates, instruments, affidavits or other documents as may be necessary or appropriate in connection with the Reoffering Memorandum. It is hereby officially found, determined and declared that the descriptions, statements and information contained in the Reoffering Memorandum are true and correct in all material respects, to the best knowledge and belief of the Board.

SECTION 4: Amendments to Bond Order Authorized. To accommodate changes in terms governing the Bonds, the District hereby approves the hereinafter-specified amendments to the Bond Order, which amendments are effectuated pursuant to Section 14.01(g) of the Bond Order. In connection therewith, such amendments will become effective as to the designated Bonds upon the Conversion Date applicable to the Bonds that are remarketed into a new Term Rate Period or the Fixed Rate Period pursuant to this Order, that notice of such amendments be delivered to the Paying Agent/Registrar, that Bonds reflecting such amended terms, as applicable or necessary, are delivered to the Paying Agent/Registrar in accordance with Section 14.04 of the Bond Order, and that any other prerequisites to the effectiveness of such amendments as specified in Article XIV of the Bond Order are satisfied.

(a) The definition of Authorized Official, as contained in Section 1.01 of the Bond Order is hereby amended and restated in its entirety as follows:

Authorized Official shall mean any of the President, Board of Trustees, the Secretary, Board of Trustees, the Superintendent of Schools, the Associate Superintendent for Business Services/Chief Financial Officer, and the Executive Director of Finance and Accounting or any individual serving in such capacity as any of the foregoing on either an interim or permanent basis (each individually an *Authorized Official*).

(b) The following sentence shall be added to the end of Section 5.05(a):

Except for Bonds redeemed on a Conversion Date and that are, on such date, subject to mandatory tender without the Holder's optional right to retain (which redemption(s) may be effected at the District's discretion), Bonds redeemed in part shall be selected for redemption at random and by lot.

(c) Section 5.05 of the Bond Order is hereby amended by adding the following subsection (d):

(d) Notwithstanding the foregoing, a notice of mandatory tender delivered in accordance with Section 4.03(d) hereof shall serve as notice of redemption of Bonds, if any such redemption is to occur at the option of the District, on a Conversion Date.

(d) Section 12.03 of the Bond Order is hereby amended and restated in its entirety as follows:

Discharge by Deposit. Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Article when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to 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 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 amount(s) 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. In the event of a defeasance of the Bonds, the District shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent firm of certified public accountants, or another qualified third party concerning the sufficiency of 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 Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

(e) Article XIII of the Bond Order is hereby replaced in its entirety with the following:

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01. 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 13.02 through 13.06 below, hereunder accepted and entered into by the District for the purpose of compliance with the Rule.

Section 13.02. 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 2021 financial information and operating data with respect to the District of the general type included in the final Offering Memorandum authorized by Section 8.01 of this Order, being the information described in Exhibit E hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit H 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 Superintendent of Schools. 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.

Section 13.03. 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 to 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.

Section 13.04. 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.

Section 13.05. 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.

Section 13.06. General Policies and Procedures Concerning Compliance with Federal Securities Laws.

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, as a supplement (and not as a substitution or in replacement of) to the District’s existing policies and procedures pertaining to compliance with the Rule, the General Policies and

Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit H, 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.

- (f) The following is added as a new Exhibit H to the Bond Order:

EXHIBIT H

General Policies and Procedures Concerning Compliance with the Rule*

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 1.01 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 Article XIII 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 Superintendent of Schools or the Associate Superintendent for Business Services/Chief Financial Officer or the Executive Director of Finance and Accounting (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 Article 13 of the Order;

(c) the Compliance Officer shall promptly determine the occurrence of any of the events described in Article XIII 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

VI. 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.

*The Policies and Procedures supplement (and are not a substitution or replacement of) the District's existing policies and procedures pertaining to the District's compliance with the Rule which have been previously adopted by the Board of Trustees of the District.

SECTION 5: Bonds Subject to Mandatory Tender Without Right of Retention. As required by Section 3.02(g) of the Bond Order, the Board hereby specifies that, at the end of the Term Rate Period into which the Bonds are remarketed pursuant to Section 1 hereof (and if such Bonds are remarketed into a Term Rate Period), such Bonds shall be subject to mandatory tender, without right of retention by the Owner; provided, however, that a failure of the Remarketing Agent to remarket the Bonds at the end of such Term Rate Period shall result in the holders of the Bonds retaining such Bonds until the same are remarketed or redeemed pursuant to the applicable provisions of the Bond Order (including Section 3.02(g)).

The paying agent of any bonds subject to mandatory tender is authorized and instructed to provide notice of this mandatory tender to the holders of the Bonds. A copy of the notice of mandatory tender pertaining to the Bonds is attached hereto as Exhibit D and such notice is incorporated herein by reference for all purposes.

SECTION 6. Redemption of Certain Bonds. Bonds in the amount of \$ _____ are subject to mandatory sinking fund redemption on August 1, 2021 pursuant to the provisions of the Bond Order. In addition, the remarketing of the Bonds in the manner specified in Section 3.02(a)(ii) of the Bond Order, may result in additional proceeds that can be used to refund certain of the Bonds. In addition to the aforementioned Bonds that are subject to mandatory sinking fund redemption, the remaining Bonds are subject to redemption, in whole or in part, on August 1, 2021 (which is the first Interest Payment Date after the conclusion of the Term Rate Period) at the option of the District. If the remarketing of the Bonds produces proceeds in excess of the amount necessary to accomplish the settlement of the remarketing of such Bonds, and an Authorized Official determines that such excess proceeds shall be used to optionally redeem certain of the Bonds, then such Bonds determined to be optionally redeemed by the Authorized Official (to be evidenced in the Approval Certificate) are hereby called for redemption.

The District shall give written notice to the paying agent of any Bonds that have been called for redemption. A copy of the notice of redemption pertaining to any Bonds is attached hereto as Exhibit B and such notice 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 any redeemed Bonds in the form and manner described in the Bond Order. Notwithstanding the foregoing, a notice of mandatory tender without retention rights shall satisfy any notice requirements for an optional redemption of Bonds which occurs on a Conversion Date, pursuant to Section 5.06 of the Bond Order.

SECTION 7. Appointment of Remarketing Agent. In recognition and satisfaction of its obligations under the Bond Order (including Section 6.10(a) thereof), the District authorizes each Authorized Official to appoint a bank or syndicate of banks to serve as the Remarketing Agent for the Bonds (the *Remarketing Agent*), to accomplish the remarketing of the Bonds in the manner

contemplated under this Order. The Remarketing Agreement shall signify the acceptance of the duties and obligations imposed thereon by such appointment by execution of the Remarketing Agreement, in substantially the form attached hereto as Exhibit C (the *Remarketing Agreement*). Any Authorized Official is hereby authorized and directed to execute and deliver the Remarketing Agreement, for and on behalf of the District and this Board, and such agreement, as executed by the District and the Remarketing Agent shall be deemed to be the Remarketing Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and this Board. Upon completion of the foregoing, the Remarketing Agent shall constitute the “Remarketing Agent” and the Remarketing Agreement shall constitute the “Remarketing Agreement”, respectively, under the Bond Order.

SECTION 8. Additional Actions Authorized; Authorized Officials. Pursuant to the authority provided by Chapter 1371, as amended, Texas Government Code, each Authorized Official, and all other appropriate officers, agents and representatives of the District are hereby authorized and directed to take any and all other actions as may be necessary and appropriate to provide for the (i) conversion of the Rate Period for the designated Bonds to the Term Rate Period or Fixed Rate Period; (ii) selection of a bank or syndicate of banks to serve as the Remarketing Agent and the execution of a Remarketing Agreement, memorializing the terms of such engagement; and (iii) preparation and distribution of replacement definitive Bonds and the Reoffering Memorandum, as contemplated by this Order, including, without limitation, executing, delivering, and accepting on behalf of the District all agreements certificates, consents, waivers, receipts, notices, requests and other documents as may be necessary or appropriate to carry out the actions contemplated by this Order, and shall execute a certificate to reflect the approval of the interest rates, stated maturities and redemption provisions of the Bonds in connection with the remarketing of the Bonds. In addition, each Authorized Official is hereby authorized to distribute notice of the matters described in this Order by delivering a letter, substantially the form attached hereto as Exhibit E, to any party having an interest in such matters.

SECTION 9: 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 10: 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 11: 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 remarketing and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Tender Agent Agreement, the Remarketing Agreement, and the Reoffering Memorandum. In addition, prior to the settlement of the remarketing 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 Reoffering Memorandum, or (ii) obtain a rating from any of the national bond rating agencies, or (iii) coordinate any matter with the Texas Education Agency and the Texas Attorney General. 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 12: Issuer'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 Issuer hereby consents to and authorizes any Authorized Official, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer 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.

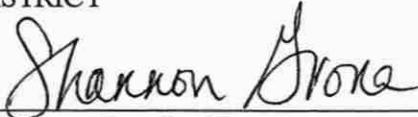
SECTION 13: Delegation Authorization Pursuant to HB 1295. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, the Board, pursuant to Chapter 1371 and other applicable law, hereby delegates to the Superintendent of Schools and the Associate Superintendent for Business Services/Chief Financial Officer or the Executive Director of Finance and Accounting the authority to independently select the counterparty to any agreement with any securities depository, or any other contract that is determined by the Superintendent of Schools or the Associate Superintendent for Business Services/Chief Financial Officer or the Executive Director of Finance and Accounting, 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 14: Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

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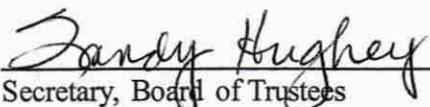
PASSED AND ADOPTED, this 14th day of June, 2021.

NORTH EAST INDEPENDENT SCHOOL
DISTRICT



President, Board of Trustees

ATTEST:



Secretary, Board of Trustees

(DISTRICT SEAL)

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EXHIBIT A

Reoffering Memorandum

See Tab No. _

EXHIBIT B

Notice of Redemption

See Tab No. ____

EXHIBIT C

Remarketing Agreement

See Tab No. _

EXHIBIT D

Notice of Mandatory Tender and Conversion of Bonds

TO: Owners of North East Independent School District (the *District*) Variable Rate Unlimited Tax School Building Bonds, 2013B (the *Bonds*):

<u>CUSIP No.</u>	<u>Stated Maturity</u>	<u>Principal Amount (\$)</u>
659155JD8	August 1, 2040	\$ _____
659155FR1	August 1, 2042	\$ _____

Pursuant to Section 3.04(d) of the order authorizing the issuance of the referenced Bonds (as amended, the *Order*), and an order adopted by the District’s Board of Trustees on June 14, 2021, in which the District elected to exercise its right to convert the Bonds from the Term Rate Period to a new [Fixed/ Term] Rate Period, commencing on August 1, 2021 (the *Conversion Date*). The [duration (in years) for the Term Rate Period/Fixed Rates for each maturity of Bonds] during such [Term/Fixed] Rate Period [is/ are] expected to be determined on or about ____ __, 2021 (the *Determination Date*). Notice of such [rate/rates] shall be sent by _____, as paying agent/registrar, on such Determination Date.

All Bonds are subject to mandatory tender, without right of retention by the Owners thereof, on the Conversion Date at the Purchase Price. Bonds must be tendered for purchase at or before 5:00 p.m., New York City time, on the Business Day next preceding the Conversion Date (or by noon, New York City time, on such date for Bonds held in the book-entry-only system) by delivering such Bonds by mail to: _____, _____, Texas. (the *Tender Agent*), [ADDRESS], Attention: _____.

Any Bond not delivered to the Tender Agent for purchase, as herein provided, shall be deemed tendered and purchased on the Conversion Date and shall constitute an Undelivered Bond under the Order. Any Owner of an Undelivered Bond shall have no further right thereunder except the right to receive the Purchase Price thereof upon presentation and surrender of such Bond to the Tender Agent.

The District may elect to redeem on August 1, 2021 certain Bonds tendered for purchase rather than convert and remarket them to bear interest at a [Term/Fixed] Rate during the [Term/Fixed] Rate Period. In the event the District so elects, this Notice shall also serve as notice to the Holders of any such redemption.

Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Order.

as Paying Agent/Registrar and Tender Agent

Dated: July 31, 2021

EXHIBIT E

Notice from District to Working Group

[DISTRICT LETTERHEAD]

Re: North East Independent School District Variable Rate Unlimited Tax School Building Bonds, 2013B

TO THE ATTACHED DISTRIBUTION LIST:

The Board of Trustees (the *Board*) of the North East Independent School District (the *District*) hereby notifies you, as a recipient of this letter, of the District's intent to convert and remarket to a [Term/Fixed] Rate Period those bonds of the captioned series (collectively, the *Bonds*) that are subject to mandatory tender, without optional right of retention, on August 1, 2021, and that remain outstanding after the District's redemption on such date of a portion of such Bonds mandatorily tendered for purchase. The Bonds are subject to mandatory tender on August 1, 2021 as a result of the July 31, 2021 expiration of their Term Rate Period. The Bonds are currently outstanding in the principal amount of \$42,825,000. On August 1, 2021, \$1,585,000 in Bonds will be subject to mandatory sinking fund redemption. The balance of the Bonds will be remarketed in the manner described above, though the District has reserved the right to effect additional redemptions on August 1, 2021, conditioned on the results of the remarketing.

The Bonds are issued and outstanding pursuant to an order adopted by the Board on June 3, 2013 which order was amended by subsequent orders of the Board adopted on June 1, 2015, June 13, 2016 and again on June 14, 2021 (such order authorizing the issuance of the Bonds, as amended, the *Order*). The conversion and remarketing of the Bonds into a [Term/Fixed] Rate Period is authorized pursuant to the aforementioned order of the Board adopted on June 14, 2021. Capitalized terms used, but not defined, herein have the meanings ascribed thereto in the Order.

This letter is provided in satisfaction of the requirements of the Order. Please contact Ms. Stephanie Leibe, Norton Rose Fulbright US LLP, the District's Bond Counsel, with any questions concerning this matter. Documents will be circulated to the working group by Bond Counsel to effectuate the remarketing of the Bonds not redeemed as herein described.

Thank you, in advance, for your prompt attention to this matter. If I can provide any additional assistance concerning this matter, please do not hesitate to contact me.

Very truly yours,

Mr. Dan Villarreal,
Associate Superintendent for Business
Services/Chief Financial Officer

cc: Brian Moy (North East Independent School District)
Raul Villaseñor (Hilltop Securities, Inc.)

Michelle Aragon (Hilltop Securities, Inc.)

(Paying/Tender Agent)

(Fitch Ratings, Inc.)

(Fitch Ratings, Inc.)

(Moody's Investors Service, Inc.)
Stephanie Leibe (Norton Rose Fulbright US LLP)
Arnold Cantu (Norton Rose Fulbright US LLP)
Matt Lee (Norton Rose Fulbright US LLP)
William T. Medaille (Norton Rose Fulbright US LLP)



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 14, 2021

Presenter: Dan Villarreal
Brian Moy, Executive Director
Finance & Accounting

Subject: Amendments to the Commercial Paper Note Purchase Agreement and Revolving Credit Agreement
Related Page(s): Attachment

ACTION ITEM

BACKGROUND INFORMATION

Consideration and approval of an order authorizing and approving a second amendment to the Revolving Credit Agreement pertaining to the Series A Notes and a second amendment to the Note Purchase Agreement pertaining to the Series B Notes, each pertaining to the District's commercial paper program.

ADMINISTRATIVE CONSIDERATION

The Revolving Credit Agreement and the Note Purchase Agreement, in their current forms, require there to always be outstanding \$1,000,000 of Series B commercial paper, held by the bank, JPMorgan Chase Bank. The bank wishes to terminate the Series B Notes. The attached order for amendments achieves that purpose.

BUDGETARY CONSIDERATION

None.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees adopt an order authorizing and approving a second amendment to each of the Revolving Credit Agreement and the Note Purchase Agreement pertaining to the District's commercial paper program as presented.

BOARD ACTION REQUIRED

Approval/Disapproval

AN ORDER AUTHORIZING AND APPROVING A SECOND AMENDMENT TO THE REVOLVING CREDIT AGREEMENT PERTAINING TO THE SERIES A NOTES AND A SECOND AMENDMENT TO THE NOTE PURCHASE AGREEMENT PERTAINING TO THE SERIES B NOTES, EACH PERTAINING TO THE DISTRICT'S COMMERCIAL PAPER PROGRAM; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Board of Trustees (the *Board*) of the North East Independent School District (the *District*) previously adopted an order (the *CP Order*) on March 28, 2016 authorizing and establishing a commercial paper program (the *CP Program*) under which will be issued from time to time short-term obligations in an aggregate principal amount not to exceed \$100,000,000 at any one time outstanding to provide interim financing to pay project costs for eligible projects for the District, being projects approved by voters in the District at the District's November 3, 2015 bond election; and

WHEREAS, the Board, in the CP Order, delegated to each Authorized Official, defined in the CP Order to include the President of the Board, the Vice President of the Board, the Secretary of the Board, the Superintendent of Schools, and the Associate Superintendent of Business Services/Chief Financial Officer, the authority to act for and on behalf of the District in carrying out and discharging the purposes, duties and obligations set forth in the CP Order, any Issuing and Paying Agent Agreement, Credit Agreement or Dealer Agreement and for the purpose of entering into, renewing, extending, modifying or substituting any such agreement or entering into any other Credit Agreement upon the terms and conditions set out therein and in the CP Order; and

WHEREAS, an Authorized Official, under and pursuant to the authority granted in the CP Order and subject to the limitations contained in the CP Order, entered into a revolving credit agreement dated as of March 28, 2016, but effective as of May 5, 2016 (the *Original Revolving Credit Agreement*) between the District and JPMorgan Chase Bank, National Association (the *Bank*), requesting that the Bank purchase the District's Unlimited Tax Commercial Paper Notes, Series A (the *Series A Notes*) from time to time up to the aggregate amount, when combined with the Series B Notes (defined below), of \$100,000,000; and

WHEREAS, an Authorized Official, under and pursuant to the authority granted in the CP Order and subject to the limitations contained in the CP Order, entered into a first amendment to the Original Revolving Credit Agreement, dated as of May 2, 2019, which was the initial date of expiration of such agreement (the *First Amendment to the Revolving Credit Agreement*; the Original Revolving Credit Agreement as amended by the First Amendment thereto, the *Revolving Credit Agreement*), to extend the initial date of expiration of May 2, 2019 to the current date of expiration of May 2, 2022; and

WHEREAS, an Authorized Official, under and pursuant to the authority granted in the CP Order and subject to the limitations contained in the CP Order, entered into a note purchase agreement dated as of March 28, 2016, but effective as of May 5, 2016 (the *Original Note Purchase Agreement*) between the District and the Bank, requesting that the Bank purchase the District's Unlimited Tax Commercial Paper Notes, Series B (the *Series B Notes* and, together

with the Series A Notes, the *Commercial Paper Notes*) from time to time up to the aggregate amount, when combined with the Series A Notes, of \$100,000,000; and

WHEREAS, an Authorized Official, under and pursuant to the authority granted in the CP Order and subject to the limitations contained in the CP Order, entered into a first amendment to the Original Note Purchase Agreement, dated as of May 2, 2019, which was the initial date of expiration of such agreement (the *First Amendment to the Note Purchase Agreement*; the Original Note Purchase Agreement as amended by the First Amendment thereto, the *Note Purchase Agreement* and, together with the Revolving Credit Agreement, the *Credit Agreements*), to extend the initial date of expiration of May 2, 2019 to the current date of expiration of May 2, 2022; and

WHEREAS, the Bank has agreed to eliminate the requirement that a minimum amount of Series B Notes must be outstanding from time to time; and

WHEREAS, the second amendment to the Revolving Credit Agreement (the *Second Amendment to the Revolving Credit Agreement*) is attached hereto in substantially final form as Exhibit A and the second amendment to the Note Purchase Agreement (the *Second Amendment to the Note Purchase Agreement* and, together with the Second Amendment to the Revolving Credit Agreement, the *Second Amendments*) is attached hereto in substantially final form as Exhibit B; and

WHEREAS, the Board has determined that it is in the best interests of the District to authorize the Second Amendment to each Credit Agreement to evidence the elimination of the requirement that a minimum amount of Series B Notes must be outstanding from time to time; now, therefore,

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

SECTION 1: The Board hereby authorizes the Second Amendment to the Revolving Credit Agreement and the Second Amendment to the Note Purchase Agreement and authorizes and directs each Authorized Official to carry out and discharge the purposes, duties and obligations set forth in the CP Order, the Credit Agreements, and this Order to effectuate the Second Amendments to the Credit Agreements.

SECTION 2: Each Authorized Official, or any of them, are authorized to evidence adoption of this Order and to do any and all things necessary or convenient to effect the amendments described herein and otherwise give effect to the intent and purpose hereof. The District's financial advisor and bond counsel are hereby authorized and directed to take any and all action and execute such certificates, instruction letters, notices, or agreements as may be required to carry out the purposes of this Order. Each Authorized Official is hereby authorized and directed to approve payment of the costs associated with the Second Amendments upon presentation of invoices for such costs.

SECTION 3: Capitalized, but undefined, terms used herein have the meanings ascribed thereto in the CP Order.

SECTION 4: The recitals contained in the preamble hereof 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 5: All orders and resolutions, 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 resolved herein.

SECTION 6: This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7: 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 of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

SECTION 8: 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 9: This Order shall be in force and effect from and after its final passage, and it is so ordered.

* * * *

PASSED AND APPROVED, this the 14th day of June, 2021.

NORTH EAST INDEPENDENT SCHOOL
DISTRICT

Shannon Arona

President, Board of Trustees

ATTEST:

Sandy Hughey

Secretary, Board of Trustees

(DISTRICT SEAL)

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EXHIBIT A

Second Amendment to Revolving Credit Agreement

SECOND AMENDMENT TO REVOLVING CREDIT AGREEMENT

This Second Amendment to Revolving Credit Agreement (this "Amendment") is dated as of the ___ day of _____ 2021 (the "Amendment Effective Date"), by and between NORTH EAST INDEPENDENT SCHOOL DISTRICT (the "District") and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (together with its successors and assigns as such agent, the "Bank").

WITNESSETH

WHEREAS, the District and the Bank are parties to that certain Revolving Credit Agreement dated as of March 28, 2016, (but effective as of May 5, 2016), as amended by the First Amendment to Revolving Credit Agreement dated May 2, 2019 (together, the "Revolving Credit Agreement");

WHEREAS, the District has requested the Bank to support the District's notes issued from time to time under its commercial paper program, in response to which the Bank, whether directly or through an affiliate, has agreed (i) by making available a revolving line of credit initially supporting the commercial paper notes issued as "Series A" (the "Commercial Paper Notes") and (ii) by agreeing to directly purchase when and as issued commercial paper notes issued as "Series B" (the "Series B Commercial Paper Notes") pursuant to the terms of a separate note purchase agreement entered into by the parties thereto concurrently herewith (herein defined and described as the JPMorgan Note Purchase Agreement); and

WHEREAS, the District and the Bank have agreed to amend certain terms of the Revolving Credit Agreement in certain respects, subject to and upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto hereby agree as follows:

ARTICLE 1

Amendments

1.1 Amendment to Section 5.23.

Section 5.23 of the Revolving Credit Agreement is hereby deleted and replaced with the word "*Reserved.*"

1.2 Amendment to Section 7.03.

The notice information in Section 7.03 under "If to the Bank" is hereby deleted and replaced with the following:

All Notices, Information required under Section 5.01 and a copy of each Request for Advance:

If to the Bank:

All Notices and a copy of each Request for Advance:

383 Madison Avenue, Floor 3

Mail Code: NY1-M165

New York, NY 10179

Attention: Public Finance, Justin Wahn

Telephone: (212) 270-3813

Facsimile: (917) 456-3564

E-mail: Justin.d.wahn@jpmorgan.com

Each Request for Advance and a copy of each other Notice:

JPMorgan Chase Bank, National Association

JPM-Delaware Loan Operations

500 Stanton Christiana Road, NCC5, Floor 01

Newark, DE 19713-2107

Attention: Contact Name – PFG Servicing

Telephone: Contact Number – 302-634-9588

Email/Fax: PFG_Servicing@jpmorgan.com

In each case, with a copy to:

E-mail: public.finance.notices@jpmorgan.com

ARTICLE 2

Conditions Precedent

2.1 Conditions Precedent to Effectiveness.

The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

(a) The Bank shall have received such additional documents, instruments and information as the Bank or its legal counsel may reasonably request;

(b) The representations and warranties contained herein and in the Revolving Credit Agreement, as amended hereby, shall be true and correct as of the Amendment Effective Date as if made on the Amendment Effective Date;

(c) No Default or Event of Default shall have occurred and be continuing as of the Amendment Effective Date hereof;

(d) All proceedings taken in connection with the transactions contemplated by this Amendment and all documents, instruments, and other legal matters incident thereto shall be satisfactory to the Bank and its legal counsel; and

(e) The District shall have paid all fees of legal counsel to the Bank related to the preparation of this Amendment in the amount of \$5,000 (such total amount shall include the fees due to legal counsel to the Bank for this Amendment and the related Second Amendment to the JPMorgan Note Purchase Agreement).

ARTICLE 3

Ratifications, Representations and Warranties

3.1 Ratifications.

The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Revolving Credit Agreement and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Revolving Credit Agreement are ratified and confirmed and shall continue in full force and effect. The Parties hereby agree that the Revolving Credit Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

3.2 Representations and Warranties.

The Issuer hereby represents and warrants to the Bank that (i) the execution, delivery and performance of this Amendment have been authorized by all requisite action on the part of the Issuer, (ii) the representations and warranties contained in the Revolving Credit Agreement are true and correct on and as of the date hereof as though made on and as of the date hereof, (iii) as of the Amendment Effective Date hereof no Default or Event of Default has occurred and is continuing and no event or condition has occurred that with the giving of notice or lapse of time or both would be an Event of Default, and (iv) as of the Amendment Effective Date hereof the Issuer is in full compliance with all covenants and agreements contained in the Revolving Credit Agreement.

ARTICLE 4

Bank Representations

4.1 Texas Government Code Section 2252.908(c)(4) Exemption.

The Bank hereby certifies that it meets the criteria for an exemption under Section 2252.908(c)(4) of the Texas Government Code with respect to the requirement for the Bank to file an application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission.

4.2 Texas Government Code Section 2271.002.

The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Revolving Credit Agreement is a contract for goods or services, will not boycott Israel during the term of the Revolving Credit Agreement. The foregoing verification is made solely to comply with

Section 2271.102, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with such Bank and exists to make a profit.

4.3 Texas Government Code Section 2252.152.

The Bank hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

ARTICLE 5

Miscellaneous

5.1 Survival of Representations and Warranties.

All representations and warranties made in this Amendment shall survive the execution and delivery of this Amendment, and no investigation by the Bank shall affect the representations and warranties or the right of the Bank to rely upon them.

5.2 Counterparts/Electronic Signatures.

This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this Amendment. The parties agree that any electronically signed document

(including this Amendment) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

5.3 Construction/Governing Law.

This Amendment shall be governed by all of the provisions of the Revolving Credit Agreement, unless the context expressly requires otherwise, including the governing law provision set forth in Section 7.11 of the Agreement.

5.4 Entire Agreement.

THIS AMENDMENT AND THE REVOLVING CREDIT AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers on the date and year first above written.

NORTH EAST INDEPENDENT
SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION

By: _____
Name: Justin D. Wahn
Title: Executive Director

EXHIBIT B

Second Amendment to Note Purchase Agreement

SECOND AMENDMENT TO NOTE PURCHASE AGREEMENT

This Second Amendment to Note Purchase Agreement (this "Amendment") is dated as of the ___ day of _____, 2021 (the "Amendment Effective Date"), by and between NORTH EAST INDEPENDENT SCHOOL DISTRICT (the "District") and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (together with its successors and assigns as such agent, the "Bank").

WITNESSETH

WHEREAS, the District and the Bank are parties to that certain Note Purchase Agreement dated as of March 28, 2016, (but effective as of May 5, 2016), as amended by the First Amendment to Note Purchase Agreement dated May 2, 2019 (together, the "Note Purchase Agreement");

WHEREAS, the District has requested the Bank to support the District's notes issued from time to time under its Commercial Paper Program, in response to which the Bank has agreed (i) to directly purchase when and as issued commercial paper notes issued as "Series B" (the "Series B Commercial Paper Notes" or the "Notes") pursuant to the terms of the Note Purchase Agreement and (ii) by making available a revolving line of credit pursuant to the Series A Commercial Paper Revolving Credit Agreement supporting the commercial paper notes issued as "Series A" (the "Series A Commercial Paper Notes"); and

WHEREAS, the District and the Bank have agreed to amend certain terms of the Note Purchase Agreement in certain respects, subject to and upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto hereby agree as follows:

ARTICLE 1

Amendments

1.1 Amendment to Section 2.02(a).

The following sentence is hereby deleted from Section 2.02(a) of the Note Purchase Agreement:

"In addition, the District agrees to have Notes outstanding at all times to the Bank in a minimum principal amount of one million dollars (\$1,000,000)."

1.2 Amendment to Section 5.21.

The following sentence is hereby deleted from Section 5.21 of the Note Purchase Agreement:

“At all times while this Agreement is outstanding the District shall have a minimum of \$1,000,000 of Notes Outstanding and held by the Bank pursuant to this Agreement.”

1.3 Amendment to Section 7.03.

The notice information in Section 7.03 under “If to the Bank” is hereby deleted and replaced with the following:

If to the Bank:

All Notices and a copy of each Request for Purchase:

383 Madison Avenue, Floor 3
Mail Code: NY1-M165
New York, NY 10179
Attention: Public Finance, Justin Wahn
Telephone: (212) 270-3813
Facsimile: (917) 456-3564
E-mail: Justin.d.wahn@jpmorgan.com

Each Request for Purchase and a copy of each other Notice:

JPMorgan Chase Bank, National Association
JPM-Delaware Loan Operations
500 Stanton Christiana Road, NCC5, Floor 01
Newark, DE 19713-2107
Attention: Contact Name – PFG Servicing
Telephone: Contact Number – 302-634-9588
Email/Fax: PFG_Servicing@jpmorgan.com

In each case, with a copy to:
E-mail: public.finance.notices@jpmorgan.com

1.4 Amendments to Exhibit A – Form of Purchase Request.

“Exhibit A - Form of Purchase Request” is hereby deleted and replaced which the form attached as Appendix 1 attached hereto.

ARTICLE 2

Conditions Precedent

2.1 Conditions Precedent to Effectiveness.

The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

(a) The Bank shall have received such additional documents, instruments and information as the Bank or its legal counsel may reasonably request;

(b) The representations and warranties contained herein and in the Note Purchase Agreement, as amended hereby, shall be true and correct as of the Amendment Effective Date as if made on the Amendment Effective Date;

(c) No Default or Event of Default shall have occurred and be continuing as of the Amendment Effective Date hereof;

(d) All proceedings taken in connection with the transactions contemplated by this Amendment and all documents, instruments, and other legal matters incident thereto shall be satisfactory to the Bank and its legal counsel; and

(e) The District shall have paid all fees of legal counsel to the Bank related to the preparation of this Amendment in the amount of \$5,000 (such total amount shall include the fees due to legal counsel for the Bank for this Amendment and the related Second Amendment to the Series A Commercial Paper Revolving Credit Agreement).

ARTICLE 3

Ratifications, Representations and Warranties

3.1 Ratifications.

The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Note Purchase Agreement are ratified and confirmed and shall continue in full force and effect. The Parties hereby agree that the Note Purchase Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

3.2 Representations and Warranties.

The District hereby represents and warrants to the Bank that (i) the execution, delivery and performance of this Amendment have been authorized by all requisite action on the part of the District, (ii) the representations and warranties contained in the Note Purchase Agreement are true and correct on and as of the date hereof as though made on and as of the date hereof, (iii) as of the Amendment Effective Date hereof no Default or Event of Default has occurred and is continuing and no event or condition has occurred that with the giving of notice or lapse of time or both would be an Event of Default, and (iv) as of the Amendment Effective Date hereof the District is in full compliance with all covenants and agreements contained in the Note Purchase Agreement.

ARTICLE 4

Bank Representations

4.1 Texas Government Code Section 2252.908(c)(4) Exemption.

The Bank hereby certifies that it meets the criteria for an exemption under Section 2252.908(c)(4) of the Texas Government Code with respect to the requirement for the Bank to file an application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission.

4.2 Texas Government Code Section 2271.002.

The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Note Purchase Agreement is a contract for goods or services, will not boycott Israel during the term of the Note Purchase Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with such Bank and exists to make a profit.

4.3 Texas Government Code Section 2252.152.

The Bank hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

ARTICLE 5

Miscellaneous

5.1 Survival of Representations and Warranties.

All representations and warranties made in this Amendment shall survive the execution and delivery of this Amendment, and no investigation by the Bank shall affect the representations and warranties or the right of the Bank to rely upon them.

5.2 Counterparts/Electronic Signatures.

This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this Amendment. The parties agree that any electronically signed document (including this Amendment) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

5.3 Construction/Governing Law.

This Amendment shall be governed by all of the provisions of the Note Purchase Agreement, unless the context expressly requires otherwise, including the governing law provision set forth in Section 7.11 of the Note Purchase Agreement.

5.4 Entire Agreement.

THIS AMENDMENT AND THE NOTE PURCHASE AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers on the date and year first above written.

NORTH EAST INDEPENDENT
SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION

By: _____
Name: Justin D. Wahn
Title: Executive Director

APPENDIX 1

EXHIBIT A

FORM OF PURCHASE REQUEST

[DATE]

JPMorgan Chase Bank, National Association
JPM-Delaware Loan Operations
500 Stanton Christiana Road, NCC5, Floor 01
Newark, DE 19713-2107
Attention: Contact Name – PFG Servicing
Telephone: Contact Number – 302-634-9588
Email/Fax: PFG_Servicing@jpmorgan.com

JPMorgan Chase Bank, National Association
383 Madison Avenue, Floor 3
Mail Code: NY1-M165
New York, NY 10179
Attention: Public Finance, Justin Wahn
Telephone: (212) 270-3813
Facsimile: (917) 456-3564
E-mail: Justin.d.wahn@jpmorgan.com

Copy:
E-mail: public.finance.notices@jpmorgan.com

Re: North East Independent School District (the “District”) Unlimited Tax Commercial Paper Notes, Series B (the “Notes”) and the Note Purchase Agreement dated March 28, 2016 (but effective as of May 5, 2016), as amended, (the “Agreement”), between the District and JPMorgan Chase Bank, National Association (the “Purchaser”)

Ladies and Gentlemen:

The District hereby requests that the Purchaser purchase Notes in the amount of \$[_____] on [_____] (the “Purchase Date”) pursuant to the Agreement, such amount to be [deposited to the District’s account number _____ with the Purchaser/transferred as follows [specify payment instructions]]. The District requests [1-month/3-month/6-month] LIBOR for the LIBOR Index Rate and for the Notes to mature on _____, 20____. The District hereby requests that the Purchaser use its best efforts to make such purchase no later than 11:00 a.m. on the Purchase Date. The Notes shall be [exchange Notes

to repay Outstanding Notes/new money Notes]. Capitalized terms used herein and not defined shall have the meanings assigned in the Agreement. The District hereby represents and warrants that: (a) no Event of Default has occurred and is continuing under the Agreement; (b) the Purchase Date meets the requirements of Section 2.01 and 3.01 of the Agreement; (c) the amount of the purchase does not exceed the Commitment Amount less the sum of all previous purchases made under the Agreement; and (d) all representations and warranties of the District in the Agreement are true and correct and are deemed to be made on the date hereof. When the Notes are purchased, please provide confirmation of such purchase to the undersigned, with copies to the District at the electronic mail addresses specified below.

JPMorgan Chase Bank, National Association, as Calculation Agent, is requested to determine the LIBOR Index Rate for the Notes and to advise the District and the District of such LIBOR Index Rate by submission of the Confirmation of Purchase and LIBOR Index Rate at the electronic email addresses specified below.

Please advise if the foregoing terms are acceptable.

Very truly yours,

NORTH EAST INDEPENDENT SCHOOL
DISTRICT

By _____
Name _____
Title _____



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 14, 2021

Presenter: Dan Villarreal
Brian Moy, Executive Director
Finance and Accounting

Subject: Waiver of Penalties and
Interest

Related Page(s): Attachment

CONSENT ITEM

BACKGROUND INFORMATION

In accordance with §33.011 of the Texas Property Tax Code, the governing body of a taxing unit shall waive penalties and interest on a delinquent tax if an act or omission of an employee of the taxing unit or appraisal district resulted in the taxpayer's failure to pay the tax before delinquency.

ADMINISTRATIVE CONSIDERATION

The Bexar County Tax Assessor-Collector determined that the following penalties and interest were assessed as a result of an error by the Assessor-Collector or the Bexar Appraisal District:

Tax Account 17839-024-0320: Penalties = \$186.40 Interest = \$69.90

The Assessor-Collector has requested the District waive the penalties and interest in accordance with §33.011 of the Texas Property Tax Code.

BUDGETARY CONSIDERATION

No budgetary consideration required.

RECOMMENDATION

It is recommended that the Board of Trustees waive the penalties and interest on the accounts listed above as presented.

BOARD ACTION REQUIRED

Approval/Disapproval



Albert Uresti, MPA, PCC
Office of the Tax Assessor - Collector

May 11, 2021

Mr. Brian Moy
Senior Director-Budgets & Financial Analysis
North East I.S.D.
8961 Tesoro Drive Suite 201
San Antonio, Texas 78217

RE: Waiver of Penalty and Interest on Tax Account: 17839-024-0320
Years(s): 2020
Owner(s): Monica Weinheimer
Amount of Penalty Paid: \$186.40
Amount of Interest Paid: \$69.90
Amount of 33.07 Penalty Paid: \$0.00

Dear Mr. Moy:

The above referenced property owner has requested for the waiver of penalty and interest under Section 33.011 of the Texas Property Tax Code.

The governing body of a taxing unit shall waive penalties and may provide for the waiver of interest if an act or omission of an act by an employee of the Bexar Appraisal District resulted in the taxpayer's failure to pay the tax before delinquency.

The attached letter confirms such an error did occur. The taxes have been paid and the request for waiver was made within 180 days of the delinquency date. This office recommends penalty and interest to be refunded unless we receive notice otherwise from the governing body.

Please notify our office within fifteen days of the receipt of this letter if the governing body of the North East I.S.D. agrees with this recommendation. If you have any questions or concerns, please call our office at (210) 335-6623

Sincerely,

A handwritten signature in blue ink, appearing to read "AU", written over a faint, larger signature.

Albert Uresti, MPA, PCC
Tax Assessor-Collector
Bexar County

AU:CG/syg/rk
FORM: TASL7
REV 04/13

0420-01

April 5, 2021

To whom it may concern at the Albert Uresti, Bexar County Tax Assessor- Collector office:

RE: Account 17839-024-0320

I called your office and talked to someone about not getting any bill or notice in the mail until a week ago, which is after the due date. I should not be charged the penalty and interest of \$576.81. Whoever it was, took my phone number and said they'd talk with someone and give me a call back. I never received a phone call. Therefore, I am sending what is owed before the added penalty. Enclosed is a check for: \$5,243.76.

Sincerely,

Monica Weinheimer

3226 Falcon Grove Dr.

San Antonio, TX 78247

MONICA WEINHEIMER
3226 FALCON GROVE DR
SAN ANTONIO, TX 78247
(210) 325-1602

April 5, 2021
Date

944
30.9/1140
BANK OF AMERICA

Pay to the
Order of

Albert Vreski, MPA, PCC | \$ 5,243.76

Five thousand, two hundred & forty three & 76/100 dollars



www.frostbank.com

For 17839-024-0320



Albert Uresti, MPA, PCC
Office of the Tax Assessor - Collector

April 22, 2021

Monica Weinheimer
3226 Falcon Grove Dr
San Antonio, Texas 78247

RE: Account 17839-024-0320

Dear: Ms. Weinheimer

This letter is to acknowledge receipt of your correspondence wherein you have requested for the waiver of penalty and interest against the above referenced property.

We are in the process of reviewing your account for a possible error. Once this step is completed, the findings along with your request for the waiver of penalties and interest will be forwarded to the governing bodies of the taxing units for which we collect taxes. Their agency will determine if an error was made by the Bexar Appraisal District that would warrant for the waiver of penalty and interest.

If we can be of further assistance, please contact our Property Tax Department at (210) 335-6623.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephanie Y. Gonzales", is written over the word "Sincerely,".

Stephanie Y. Gonzales, PCC
Property Tax Supervisor
Office of Albert Uresti MPA, PCC
Tax Assessor-Collector
Bexar County

AU:CG:syg/rk



Albert Uresti, MPA, PCC
Office of the Tax Assessor - Collector

April 21, 2021

Mr. Michael A. Amezcua
Chief Appraiser
Bexar Appraisal District
411 North Frio
San Antonio, TX 78207

Re: Research of Possible Error per Section 33.011 of the Texas Property Tax Code
Account(s): 17839-024-0320

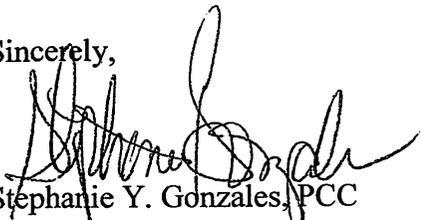
Dear Mr. Amezcua:

Enclosed please find copies of the request received by this office from Monica Weinheimer, of 3226 Falcon Grove Dr requesting to waive penalty and interest under the Section of the Tax Code cited above. Taxes were paid timely of the notification of delinquent taxes and the request for waiver was made within 180 days.

Please research account number(s) for tax year(s) 2020, for possible incorrect ownership information/ mailing address. A recommendation is requested of a possible incorrect ownership/ mailing address information administrative error on the Bexar Appraisal District records.

Please forward your response to: Bexar County Tax Office, Attn: Property Tax Department, P.O. Box 839950, San Antonio, TX 78283. If there are any questions we can be reached at 210-335-6623.

Sincerely,


Stephanie Y. Gonzales, PCC
Property Tax Supervisor
Office of Albert Uresti, MPA, PCC
Tax Assessor-Collector
Bexar County

AU:CG:syg/rk
Enclosures: As Stated



BEXAR APPRAISAL DISTRICT

Michael A. Amezcua
Chief Appraiser

411 N. Frio, P.O. Box 830248
San Antonio, TX 78283-0248
Phone (210) 224-8511
Fax (210) 242-2451

BOARD OF DIRECTORS

CHERI BYROM
Chairwoman
ROBERTO TREVIÑO
Councilman District 1
Vice-Chairman
GEORGE TORRES
Secretary

SERGIO RODRIGUEZ -
Commissioner, PCT 1
J. KEITH HUGHES
ALBERT URESTI, MPA

April 28, 2021

Albert Uresti MPA, PCC
Tax Assessor/Collector
Bexar County Tax Office
233 N Pecos
San Antonio, Texas 78207

RE: Research of Possible Error per Sections 33.011 or 31.015 of the Texas Property Tax Code.

As per your request, we have researched account number #17839-024-0320 for possible incorrect ownership/mailing information under State Property Tax Code 33.011 and/or 31.015. We have found that there was an administrative error on the Bexar Appraisal Records.

If we can be of any further assistance please contact me at (210) 242-2538.

Sincerely,
Mary Mares

Mary Mares
Bexar Appraisal District



BEXAR APPRAISAL DISTRICT

BEXAR APPRAISAL DISTRICT RESEARCH DOCUMENT FOR POSSIBLE MAILING ADDRESS CORRECTION

PER SECTION 33.011 OR 31.015

ACCOUNT 17839-024-0329

REASON FOR ERROR:

1. MAILING ADDRESS NOT UPDATED ACCORDINGLY
2. SUITE AND OR APARTMENT NUMBER LEFT OFF ON MAILING ADDRESS.
3. DEED NOT TRANSFERRED CORRECTLY. PROPERTY TRANSFERRED IN ERROR.
4. DEED NOT TRANSFERRED CORRECTLY WITH MORE THAN ONE ACCOUNT AND ONLY ONE ACCOUNT TRANSFERRED.
5. DEED FILED TIMELY BUT NOT TRANSFERRED.
6. OTHER:
REMARKS:

INITIATOR: MARY MARES

DATE: 04/28/2021



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 14, 2021

Presenter: Dan Villarreal
Jesse Luna, Director
Procurement & eCommerce

Subject: \$50,000 Purchases

Related Page(s): Attachment

CONSENT ITEM

BACKGROUND INFORMATION

Texas Education Code §44.031 requires all school district contracts, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period shall be made by one of the methods listed in the Code providing the best value for the district. Board Policy CH (LOCAL) states, "The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services costing \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place."

ADMINISTRATIVE CONSIDERATION

The purpose of this consent item is to ask for Board authorization to expend funds for previously approved budgeted expenditures for 2020-2021, which meet or exceed \$50,000 from the attached listed vendors. The attachment reflects categories of purchases, vendor names, descriptions of goods or services and estimated 2020-2021 expenditures. These purchases comply with applicable bid laws. The attachment includes estimated aggregate expenditures exceeding \$50,000 during the school year. By approving this consent item, each approved budgeted item will not have to be presented again, saving considerable time and resources.

BUDGETARY CONSIDERATION

The estimated expenditure amounts are budgeted in various District accounts which were approved at the Board of Trustees meeting on June 22, 2020. Funds being expended include general funds, bond funds, grant funds, special revenue funds, internal service funds and enterprise funds.

ADMINISTRATIVE RECOMMENDATION

The Superintendent recommends the Department of Procurement & eCommerce be authorized to expend funds listed in the attachment for fiscal year 2020-2021.

BOARD ACTION REQUIRED

Approval/Disapproval

ATTACHMENT
BUDGETED PURCHASES OF GOODS OR SERVICES COSTING \$50,000 OR MORE
NEISD BOARD MEETING JUNE 14, 2021

Category	Vendor(s) Name	Description of Goods/Services	Estimated Expenditures 2020-2021	Bid Compliance
Technology Services	Pear Deck	Educational Technology Software	\$ 51,000.00	Sole Source
English Lang Arts/Reading Secondary	William H. Sadlier	Phonics to Reading Resources	\$ 61,149.00	105-19
Transportation	Smart Tag Secured Mobility, LLC	Student Ridership Technology System, Hardware & Installation	\$ 399,129.57	BuyBoard
Network Technology	Zayo Group	Fiber Wide Area Network	\$ 1,042,000.00	25-20
Network Technology	Lightspeed IS	Secondary Backup Data Storage Hardware	\$ 430,000.00	10-20

Food Products Direct From Manufacturers Commercial Pricing RFP #45-21

On Tuesday, March 23, 2021 at 10:00 a.m. RFP #45-21 was received on the purchase of food products directly from manufacturers for District cafeterias. The proposal for food products, for the 2021-2022 school year, consists of **199** items, from condiments, fruits, vegetables, meat items to bakery items for a total bid amount of **\$5,099,990.71**. It is recommended that the bid be awarded to the following companies for the various items for the total amounts shown. The recommendation is based on the lowest bid meeting specifications for each item.

Bid requests were mailed to all known companies and advertised in the Hart Beat Newspaper.

Vendor	No. of Items Awarded	Total
Albie's Food Products, LLC	1	\$134,784.00
Atlantic Beverage Company, LLC	2	\$234,696.56
Bake Crafters Food Company	2	\$73,252.80
Barilla America, Inc.	4	\$48,006.37
Bolner's Fiesta Products	13	\$55,947.70
Butterball, LLC	1	\$179,487.00
C.H. Guenther & Son	8	\$242,011.94
Chef's Corner Foods	1	\$19,360.00
Cloverdale Foods	1	\$36,352.80
Conagra Brands, Inc.	1	\$27,511.68
Continental Green Products Inc.	1	\$20,160.00
Danone US (Dannon Yogurt)	4	\$171,540.00
Darlington Snacks	1	\$23,007.60
Del Real Foods	1	\$6,702.00
Eddy Packing Co., Inc.	2	\$56,179.20
Envy Brands, Inc.	4	\$103,958.40
Foster Poultry Farms	2	\$137,676.00
General Mills Foodservice TL	8	\$235,307.49
Gold Creek Foods	1	\$34,845.00
Gregory Packaging	7	\$327,739.41
Harvest Hill Beverage Company	3	\$140,990.50
Heart of Texas Biscuits	1	\$24,392.20
Hershey's Ice Cream	14	\$153,305.28
International Food Solutions, Inc.	2	\$45,540.00
J & J Snack Foods Corp.	6	\$140,058.00
Jennie-O Turkey Store	3	\$97,390.08
JTM Provisions Co., Inc.	1	\$5,631.60
Kellogg Away From Home	18	\$434,452.64
Ken's Foods, Inc.	5	\$24,929.52
Kent Precision Foods Group	2	\$17,781.84
Kikkoman Sales USA	3	\$139,547.36
Kraft Heinz Food Company	10	\$81,550.06
LeSaffre Yeast Corp.	2	\$18,144.00
Lux Bakery, Inc.	2	\$32,294.08

Food Products Direct From Manufacturers Commercial Pricing RFP #45-21

Vendor	No. of Items Awarded	Total
M.C.I. Foods, Inc.	1	\$35,758.80
McKee Foods Corporation	1	\$70,968.54
Mexilink, Inc.	3	\$33,730.56
MJM Marketing	1	\$23,100.00
Music Mountain Water Co.	2	\$76,035.96
Nestle Waters North America, Inc.	2	\$24,408.75
Par-Way Group, Inc.	1	\$19,765.20
PepsiCo Foodservice–FritoLay	16	\$510,916.34
PepsiCo Foodservice-QTG	4	\$75,737.60
Post Consumer Brands	1	\$16,920.00
Raisels	2	\$52,152.00
Red Gold LLC	1	\$14,272.00
Rich Products Corporation	7	\$228,416.90
Ricos Products Co., Inc.	1	\$4,529.25
Sara Lee Frozen Bakery	3	\$63,655.20
Savory Life, LLC	2	\$46,469.50
Schwan’s Food Service, Inc.	3	\$53,379.60
Smithfield Packaged Meat Sales Corp.	3	\$119,414.80
Super Bakery	1	\$14,049.00
Talking Rain	2	\$42,000.00
Tasty Brands	3	\$27,588.00
Tyson	1	\$10,900.00
Wowbutter Foods	1	\$11,289.60
GRAND TOTAL:		\$5,099,990.71

Benchmark Pricing	Benchmark Description	Discount
Amazing Fruit Products	Custom net pricing	0%
Amish Country Bakehouse, LLC	Price sheet	0%
Apani Southwest	Custom net pricing	0%
Apple & Eve		0%
Arlington Valley Farms	Custom net pricing	0%
Aryzta, LLC		0%
ATXFROYO, LLC	Custom net pricing	0%
Bush Brothers & Company	Custom net pricing	0%
Country Pure Foods	Custom net pricing	
Cargill Meat Solutions	Net pricing	0%
Classic Delight Inc.	Price sheet	0%
Dave’s Baking	Price sheet	0%
Diamond Crystal Brands, Inc.	Pricing provided by item requested	0%

Food Products Direct From Manufacturers Commercial Pricing RFP #45-21

Don Lee Farms	Custom net pricing	0%
Benchmark Pricing	Benchmark Description	Discount
Harty Bake		0%
Integrated Food Service	Catalog	0%
Lindy's Homemante, LLC	Net pricing	0%
Love Your Healthy Snacks	Catalog	0%
M&B Products	Custom net pricing	1%
Marketplace Foods Group	Custom net pricing	0%
McCain Foods USA, Inc.	N/A	0%
Nu Health Foods, LLC	Custom net pricing	0%
Padrino Foods LLC	Catalog	0%
Perdue Foods, LLC	Custom net pricing	0%
Rich Chicks	Net 30 Days	0%
Ripple Foods PBC	Custom net pricing	0%
Rodriguez Foods, Ltd.	Custom net pricing	0%
Schreiber Foods International	Custom net pricing	0%
Shearer's Foods Perham, LLC	Custom net pricing	0%
Sky Blue Foods	Custom net pricing	0%
Tarrier Foods	Custom net pricing	n/a
Tree Top, Inc.	Custom net pricing	0%
Tropical Paradise, Inc.dba Cool Tropics	Price Sheet	0%
True Natural Foods	Catalog	0%
Yangs 5th Taste	N/A	0%

Food and Paper Products Pricing RFP #46-21

On Friday, March 26, 2021 at 10:00 a.m. RFP #46-21 was received on the purchase of food and paper products for District cafeterias. The proposal for Food and Paper Products, for the 2021-2022 school year, consists of **115** items, from cups and plates to frozen food and shelf stable items for a total bid amount of **\$1,708,855.39**. It is recommended that the bid be awarded to the following companies for the various items for the total amounts shown. The recommendation is based on the lowest bid meeting specifications for each item.

Bid requests were mailed to all known companies and advertised in the Hart Beat Newspaper.

Vendor	No. of Items Awarded	Total
Advanced Blending (dba:Last Group Enterprises)	7	\$32,775.20
Braun Beef Co., Inc.	12	\$71,932.69
Churchfield Trading	3	\$31,193.84
Devin Distributing and Packaging, Inc.	10	\$39,953.77
Form Plastics	1	\$15,996.60
Gordon Food Service, Inc.	12	\$294,356.36
Gulf Coast Papers	8	\$214,249.62
Jake's Finer Foods	10	\$72,888.02
Pyramid School Products	2	\$3,182.96
Safeway Supply Inc.	7	\$206,695.96
Serv-Pack Products, Inc.	3	\$23,009.70
Shaver Foods, LLC	4	\$56,627.04
Sysco Central Texas, Inc.	24	\$447,760.16
Tasty Brands	1	\$5,520.00
Tools for Schools	1	\$19,950.00
Tyson Prepared Foods, Inc.	1	\$21,800.00
US Foods, Inc.	8	\$145,094.72
U.S. Wholesales Products	1	\$5,868.75
GRAND TOTAL:		\$1,708,855.39

Benchmark Pricing	Benchmark Description	Discount
Central Poly-Bag Corp.	N/A	0%
Cleaning Ideas Corp. dba Sanivac	Catalog	20%
Dave's Baking	Price sheet	0%
Dispose N' Save LLC	Current 2021 catalog	50%
ePallet, Inc.	Custom net pricing	0%
General Mills, Inc.	Net pricing	0%
Gold Creek Foods	Price sheet	0%
Love Your Healthy Snacks	Catalog	0%
National Food Group	Custom net	0%
Rich Chicks	Net 30 days	0%
The Masters Distribution System	Catalog	0%
Unipak Corp	SPPE	15%

FRESH PRODUCE RFQ #49-21

Produce will be purchased using periodic quotes as defined in Texas Education Code 44.031. The following vendors have been identified as eligible companies to receive quotes from:

VENDORS
Fernandez Produce Express, Inc.
Brother's Food Service

It is recommended the list of vendors for quarterly quotes for produce be approved as listed above. The low quote meeting specifications will be awarded for all items. Based on Pre-COVID 19 purchasing, the anticipated annual expenditure for the 2021-2022 school year is **\$2,000,000.00**.

The recommended vendors meet the specifications and conditions established by the District.

Bid requests were mailed to all known companies and advertised in the Hart Beat Newspaper.

FRESH BREAD PRODUCTS RFP #50-21

On Wednesday, April 28, 2021 at 10:00 a.m. RFP #50-21 was received on the purchase of fresh bread products for District cafeterias. The proposal for bread products, for the 2021-2022 school year, consists of **3** items, whole grain hamburger buns, sandwich bread and sub rolls for a total bid amount of **\$1,610,137.00**. It is recommended that the bid be awarded to the following company for the various items. The recommendation is based on the lowest bid meeting specifications for each item.

Bid requests were mailed to all known companies and advertised in the Hart Beat Newspaper.

VENDOR
Flowers Baking Company of Denton, LLC

TORTILLA PRODUCTS RFP #52-21

On Thursday, May 6, 2021 at 10:00 a.m. RFP #52-21 was received on the purchase of tortilla products for District cafeterias. The proposal for tortilla products, for the 2021-2022 school year, consists of **6** whole grain items, flour 6" tortillas, flour 9" tortillas, corn tortillas, chalupa shells, taco shells, and tortilla chips for a total bid amount of **\$198,437.38**. It is recommended that the bid be awarded to the following company for the various items. The recommendation is based on the lowest bid meeting specifications for each item.

Bid requests were mailed to all known companies and advertised in the Heartbeat.

VENDOR
Ixpala Inc. dba Fiesta Tortillas



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 14, 2021

Presenter: Dan Villarreal
Jesse Luna, Director
Procurement & eCommerce

Subject: 2020-2021 Cooperative
Purchasing Contracts Report

Related Page(s): Attachment

CONSENT ITEM

BACKGROUND INFORMATION

As required by law, the District must present an annual written report to the Board of Trustees documenting any contract-related fees, including management fees, for Cooperative Purchasing Contracts. (Texas Education Code §44.031)

ADMINISTRATIVE CONSIDERATION

North East ISD participates in multiple purchasing cooperatives. Participation in a purchasing cooperative meets the legal requirements of Texas Education Code §44.031 which requires all school district contracts, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period shall be made by one of the methods listed in the Code which provides the best value for the district. Participation in purchasing cooperatives gives the district access to cooperative services and bids which result in financial savings through volume purchasing and time savings through pre-negotiated contracts. North East ISD currently participates in twenty (20) purchasing cooperatives.

BUDGETARY CONSIDERATION

No budgetary consideration required.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board of Trustees approve the report for cooperative purchasing contract fees for fiscal year 2020-2021.

BOARD ACTION REQUIRED

Approval/Disapproval

NORTH EAST INDEPENDENT SCHOOL DISTRICT

**2020-2021 ANNUAL REPORT OF PARTICIPATION/MANAGEMENT FEES
UNDER CERTAIN COOPERATIVE PURCHASING CONTRACTS**

Name of Purchasing Cooperative	Participation/Management Fee	2020-2021 Total Fees
1 Government Procurement Alliance (1GPA)	No Fee	\$ -
Bexar County	No Fee	\$ -
City of San Antonio	No Fee	\$ -
Central Texas Purchasing Alliance (CTPA)	Annual Fee	\$ 150.00
Department of Information Resources (DIR)	No Fee	\$ -
Educational & Institutional Cooperative Purchasing (E&I)	No Fee	\$ -
Education Service Center Region 2 (Goodbuy)	No Fee	\$ -
Education Service Center Region 6 (EPIC6)	No Fee	\$ -
Education Service Center Region 13	No Fee	\$ -
Educational Service Center Region 19 (Allied States Cooperative)	No Fee	\$ -
Education Service Center Region 20	Annual fees include \$875 Purchasing, \$772 Technology	\$ 1,647.00
Harris County Department of Education (HCDE)	No Fee	\$ -82
Houston-Galveston Area Council (HGAC)	No Fee	\$ -
Houston ISD (SHARS only)	No Fee	\$ -
North East ISD/Birdville ISD Interlocal Agreement	No Fee	\$ -
North East ISD/East Central ISD Interlocal Agreement	No Fee	\$ -
North East ISD/Judson ISD Interlocal Agreement	No Fee	\$ -
North East ISD/San Antonio ISD Interlocal Agreement	No Fee	\$ -
North East ISD/City of Fort Worth Interlocal Agreement	No Fee	\$ -
Omnia Partners	No Fee	\$ -
Purchasing Association of Cooperative Entities (PACE)	No Fee	\$ -
Purchasing Solutions Alliance (PSA)	No Fee	\$ -
Sourcewell	No Fee	\$ -
State of Texas Cooperative Purchasing Program (TXMAS)	Annual Fee	\$ 100.00
TASB BuyBoard	No Fee	\$ -
TexBuy Purchasing Cooperative (ESC Region 16 - TexBuy)	No Fee	\$ -
The Interlocal Purchasing System (ESC Region 8 - TIPS)	No Fee	\$ -
U. S. General Services Administration (GSA)	No Fee	\$ -
	TOTAL:	\$ 1,897.00



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 14, 2021

Presenter: Dan Villarreal
Jesse Luna, Director
Procurement & eCommerce

Subject: Annual Over
\$50,000 Purchases

Related Page(s): Attachment

CONSENT ITEM

BACKGROUND INFORMATION

Texas Education Code §44.031 requires all school district contracts, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period shall be made by one of the methods listed in the Code providing the best value for the district. Board Policy CH (LOCAL) states, "The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services costing \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place."

ADMINISTRATIVE CONSIDERATION

The purpose of this consent item is to ask for Board authorization to expend funds for previously approved budgeted expenditures for 2021-2022, which meet or exceed \$50,000 from the attached listed vendors. The attachment reflects categories of purchases, vendor names, descriptions of goods or services and estimated 2021-2022 expenditures. These purchases comply with applicable bid laws. The attachment includes estimated aggregate expenditures exceeding \$50,000 during the school year. By approving this action item each approved budgeted item will not have to be presented again, saving considerable time and resources.

BUDGETARY CONSIDERATION

The estimated expenditure of funds are budgeted in various district accounts for the 2021-2022 school year and will be implemented pending final 2021-2022 budget approval. Funds being expended include; general funds, bond funds, grants funds, special revenue funds, internal service funds and enterprise funds.

ADMINISTRATIVE RECOMMENDATION

The Superintendent recommends the Department of Procurement & eCommerce be authorized to expend funds listed in the attachment for fiscal year 2021-2022 pending final 2021-2022 budget approval.

BOARD ACTION REQUIRED

Approval/Disapproval

DATE	BID COMPLIANCE	VENDOR/CO-OP	CATEGORY	DESCRIPTION OF GOODS/SERVICES	ESTIMATED EXPENDITURE 2021-2022
6/14/2021	22-21	3SIXTY INTEGRATED	CONSTRUCTION MANAGEMENT	SECURITY ALARM & TECHNICAL BUILDING SYSTEMS	\$ 579,355.91
6/14/2021	DIR CO-OP	A T & T	VARIOUS	COMMUNICATIONS	\$ 276,048.86
6/14/2021	DIR CO-OP	A T T MOBILITY	VARIOUS	COMMUNICATIONS	\$ 148,461.62
6/14/2021	06-20	ABC CLIO LLC	TEXTBOOKS	ONLINE SOCIAL STUDIES DATABASES	\$ 43,960.00
6/14/2021	02-20	ACC CONSULTING INC	CONSTRUCTION MANAGEMENT	CONSULTING SERVICES - BOND AUDITING	\$ 132,500.00
6/14/2021	22-21	ACE CO	CONSTRUCTION MANAGEMENT	CONSTRUCTION SERVICES	\$ 254,788.65
6/14/2021	03-18	ADVANCED TECHNOLOGIES	CAREER AND TECHNOLOGY	CURRICULUM TECHNOLOGY, EQUIPMENT, AND SOFTWARE	\$ 130,900.10
6/14/2021	SOLE SOURCE	ADVANCEMENT VIA INDIVIDUAL	CURRICULUM AND INSTRUCTION	TESTING AND REGISTRATION	\$ 189,407.60
6/14/2021	120-17	AFFILIATED COM-NET INC	TELEPHONE SERVICES	TELEPHONE RELATED	\$ 117,048.44
6/14/2021	55-20	ALAMO INSURANCE GROUP	RISK MANAGEMENT	WORKER'S COMPENSATION EXCESS INSURANCE COVERAGE	\$ 159,445.00
6/14/2021	87-17	ALAMO1 ABATEMENT DIVISION	ENGINEERING	ENVIRONMENTAL SERVICES	\$ 57,981.00
6/14/2021	106-18	ALONZO, BACARISSE, IRVINE	INTERNAL AUDIT	CONSULTING SERVICES	\$ 69,361.00
6/14/2021	102-19	ALPHA MEDIA LLC	TRANSPORTATION	RADIO ADVERTISING	\$ 52,864.00
6/14/2021	OMNIA PARTNERS	AMAZON.COM LLC	VARIOUS	VARIOUS, OFFICE AND CLASSROOM SUPPLIES	\$ 1,321,777.73
6/14/2021	E&I CO-OP	AMERICAN EXPRESS- WIRE	VARIOUS	VARIOUS	\$ 7,434,851.34
6/14/2021	73-19	AMERICAN ROOFING & METAL CO	ENGINEERING	ROOF REPAIRS	\$ 1,960,895.72
6/14/2021	DIR CO-OP	APPLE INC	TECHNOLOGY	COMPUTER HARDWARE, SOFTWARE, AND MISCELLANEOUS SUPPLIES	\$ 459,265.99
6/14/2021	38-18	ATHENS ADMINISTRATORS	RISK MANAGEMENT	WORKER'S COMPENSATION ADMINISTRATION FEE	\$ 761,937.20
6/14/2021	46-19	AUDIENCE RESEARCH & DEVELOPMENT LLC	COMMUNICATIONS	CONSULTING/TRAINING	\$ 46,000.00
6/14/2021	44-17	AUDIO VISUAL AIDS CORP	VARIOUS	DISTRICT WIDE MISCELLANEOUS GOODS AND SERVICES	\$ 65,509.35
6/14/2021	BUYBOARD	AUSTIN VACUUM S A INC	CUSTODIAL	CUSTODIAL SUPPLIES AND EQUIPMENT	\$ 71,486.88
6/14/2021	PROFESSIONAL SERVICES	AUTISTIC TREATMENT CENTER	SPECIAL EDUCATION	PROFESSIONAL SERVICES	\$ 276,029.94
6/14/2021	11-19	AUTOMATIC FIRE PROTECTION	FACILITIES MAINTENANCE, CONSTRUCTION MANAGEMENT	HVAC CONTROLS	\$ 71,741.69
6/14/2021	57-20	BACKFLOW APPARATUS VALVE CO	FACILITIES MAINTENANCE	PLUMBING PARTS	\$ 41,381.90
6/14/2021	05-19	BARNES & NOBLE INC	VARIOUS	MISCELLANEOUS BOOKS	\$ 65,186.27
6/14/2021	133-18	BARSCO	FACILITY MAINTENANCE	HVAC REPAIR PARTS	\$ 73,540.23
6/14/2021	16-20	BEASLEY TIRE SERVICE	TRANSPORTATION	AUTOMOTIVE TIRES	\$ 156,857.69
6/14/2021	61-18	BELDON ROOFING CO	ENGINEERING	ROOFING	\$ 184,286.01
6/14/2021	GOVERNMENT ENTITY	BEXAR APPRAISAL DISTRICT	GOVERNMENT	GOVERNMENT SERVICE, TAXES	\$ 1,804,875.00
6/14/2021	GOVERNMENT ENTITY	BEXAR COUNTY CLERK	GOVERNMENT	GOVERNMENT SERVICE	\$ 217,471.17
6/14/2021	ESC REGION 19 CO-OP	BLACKBOARD INC	VARIOUS	SOFTWARE	\$ 387,150.00
6/14/2021	69-17	BLUE CROSS BLUE SHIELD OF TEXAS	RISK MANAGEMENT	ADMINISTRATION FEES	\$ 1,200,000.00
6/14/2021	82-19	BORDEN DAIRY	SCHOOL NUTRITION SERVICES	MILK PRODUCTS	\$ 693,965.14

6/14/2021	37-18	BOSWORTH BRW	PRINT SERVICES	PRINTING PAPER AND SUPPLIES	\$ 257,630.59
6/14/2021	105-19	BRENNER PRINTING & MAILING	PRINT SERVICES	DECALS	\$ 40,294.80
6/14/2021	46-20	BROTHERS PRODUCE OF AUSTIN	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 97,103.26
6/14/2021	20-20	BRYCOMM LLC	COMPUTER SERVICE CENTER	TECHNOLOGY PROFESSION SERVICE	\$ 310,000.00
6/14/2021	12-20	BSN SPORTS LLC	VARIOUS	ATHLETIC EQUIPMENT AND SUPPLIES, MISCELLANEOUS INSTRUCTIONAL ITEMS	\$ 236,441.32
6/14/2021	57-20	BUCKEYE CLEANING CENTERS	FACILITIES MAINTANANCE	CUSTODIAL SUPPLIES AND EQUIPMENT	\$ 229,677.88
6/14/2021	18-20	BUCKS WHEEL EQUIPMENT CO	TRANSPORTATION	AUTOMOTIVE REPAIR PARTS	\$ 43,031.20
6/14/2021	06-20	BUD GRIFFIN	FACILITIES MAINTENANCE	BUILDING MAINTENANCE SUPPLIES AND SERVICE	\$ 78,313.85
6/15/2021	BUYBOARD	BUYBOARD	VARIOUS	VARIOUS	\$ 3,000,000.00
6/14/2021	41-20	C H GUENTHER SON INC	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 58,492.92
6/14/2021	92-18	CAMFIL USA INC DBA ADVANCED FILTRATION	FACILITIES MAINTENANCE	HVAC PARTS	\$ 46,223.43
6/14/2021	12-18	CANTU CONTRACTING INC	FACILITIES MAINTENANCE	LANDSCAPE SERVICE	\$ 600,000.00
6/14/2021	14-18	CAPSTONE CLASSROOM	VARIOUS	INSTRUCTIONAL SUPPLIES	\$ 73,000.00
6/14/2021	16-20	CDW GOVERNMENT	VARIOUS	TECHNOLOGY EQUIPMENT	\$ 539,398.99
6/14/2021	05-19	CENGAGE LEARNING	CURRICULUM AND INSTRUCTION	PRE-K-12 DIGITAL & CURRICULAR CLASSROOM MATERIALS	\$ 287,948.45
6/14/2021	CENTRAL TEXAS PURCHASING ALLIANCE CO-OP	CENTRAL TEXAS PURCHASING ALLIANCE (CTPA)	VARIOUS	VARIOUS	\$ 3,000,000.00
6/14/2021	03-18	CERTIPORT	CURRICULUM AND INSTRUCTION	EXAMS AND CERTIFICATIONS	\$ 77,405.25
6/14/2021	22-21	CGC GENERAL CONTRACTORS INC	CONSTRUCTION MANAGEMENT	CONSTRUCTION SERVICES	\$ 431,688.65
6/14/2021	23-10	CHARTER COMMUNICATIONS LLC	NETWORK SERVICES	INTERNET SERVICE PROVIDER	\$ 200,000.00
6/14/2021	45-18	CINTAS CORP 087	VARIOUS	UNIFORMS	\$ 79,147.51
6/14/2021	GOVERNMENT ENTITY	CITY OF SAN ANTONIO	VARIOUS	MISCELLANEOUS ITEMS	\$ 378,696.97
6/14/2021	GOVERNMENT ENTITY	CITY PUBLIC SERVICE (CPS) ENERGY	FACILITIES MAINTENANCE	ELECTRICAL SERVICE, UTILITY	\$ 9,855,266.48
6/14/2021	47-18	CLAMPITT PAPER CO SAN ANTON	COPIER SERVICES	PAPER	\$ 89,953.40
6/14/2021	DIR CO-OP	CLASSLINK INC	INSTRUCTIONAL TECHNOLOGY	SOFTWARE	\$ 158,445.00
6/14/2021	12-17	COCA COLA SOUTHWEST BEVERAG	VARIOUS	BEVERAGES	\$ 78,490.47
6/14/2021	84-19	COLLEGE BOARD	GUIDANCE SERVICES, VARIOUS	AP TESTING, SAT TESTING, PSAT/NMSQT TESTING	\$ 985,952.25
6/14/2021	22-21	COMFORT AIR ENGINEERING INC	FACILITIES MAINTENANCE, CONSTRUCTION AND ENGINEERING	HVAC/PLUMBING REPAIRS AND ALTERATIONS	\$ 202,820.65
6/14/2021	104-17	COMMERCIAL KITCHEN PARTS & SERVICE	FACILITIES MAINTENANCE	KITCHEN REPAIR PARTS	\$ 48,636.56
6/14/2021	99-18	COMMUNITIES IN SCHOOLS OF SA	CURRICULUM AND INSTRUCTION	CONSULTING SERVICES	\$ 728,824.00
6/14/2021	21-20	CONAGRA BRANDS INC	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 41,289.55
6/14/2021	18-20	CT AUTO REPAIR INC	TRANSPORTATION	AUTOMOTIVE REPAIR, INCLUDING BODYWORK	\$ 71,936.00
6/14/2021	57-20	CT FIELDSCAPES LLC	BAC	LANDSCAPE SERVICE	\$ 56,090.00
6/14/2021	56-17	CULLIGAN WATER CONDITIONING	FACILITIES MAINTENANCE, SCHOOL NUTRITION SERVICES	WATER TREATMENT SERVICE AND SUPPLIES	\$ 70,536.77
6/14/2021	BUYBOARD 592-19	DAKTRONICS	FACILITIES MAINTENANCE	REPAIR PARTS	\$ 52,026.00

6/14/2021	41-20	DANONE US LLC	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 47,658.39
6/14/2021	25-19	DATA OPTICS	NETWORK TECHNOLOGY	CABLING INFRASTRUCTURE	\$ 75,000.00
6/14/2021	43-20	DAXWELL DISTRIBUTION	VARIOUS	FOOD SERVICE/KITCHEN RELATED SUPPLIES	\$ 43,572.90
6/14/2021	111-19	DE LA GARZA FENCE SUPPLY CO	FACILITIES MAINTENANCE, CONSTRUCTION MANAGEMENT	FENCING SERVICE AND SUPPLIES	\$ 1,026,295.23
6/14/2021	70-18	DEAF INTERPRETER SERVICES INC	SPECIAL EDUCATION	SPECIAL EDUCATION SUPPORT SERVICES	\$ 46,901.25
6/14/2021	30-21	DEALERS ELECTRICAL SUPPLY	FACILITIES MAINTENANCE	ELECTRICAL REPAIR PARTS	\$ 134,868.16
6/14/2021	24-21	DELTA DENTAL INSURANCE COMP	RISK MANAGEMENT	DENTAL INSURANCE	\$ 272,726.42
6/14/2021	DIR CO-OP	DEPT OF INFORMATION RESOURCES	VARIOUS	VARIOUS	\$ 2,000,000.00
6/14/2021	68-19	DIVE CINCINNATI INC	BLOSSOM ATHLETIC CENTER	AQUATIC CENTER EQUIPMENT AND SUPPLIES	\$ 44,653.03
6/14/2021	105-19	DON JOHNSTON INC	SPECIAL EDUCATION	INSTRUCTIONAL SUPPLIES & EQUIPMENT	\$ 74,842.70
6/14/2021	92-18	DUSTLESS AIR FILTER CO	FACILITIES MAINTENANCE	GLASS AND GLASS REPAIR	\$ 60,860.83
6/14/2021	99-18	E3 ALLIANCE	LEARNING SUPPORT SERVICES	PROFESSIONAL DEVELOPMENT	\$ 112,965.28
6/14/2021	94-18	EAST END GLASS	FACILITIES MAINTENANCE	GLASS AND GLASS REPAIR	\$ 51,225.19
6/14/2021	BUYBOARD	ECOLAB INC	FACILITIES MAINTENANCE	CLEANING CHEMICALS, INCLUDING SANITIZER AND SANITIZING SPRAY	\$ 514,192.14
6/14/2021	119-18	EDGENUITY INC	LEARNING SUPPORT SERVICES	PROFESSIONAL DEVELOPMENT	\$ 272,000.00
6/14/2021	84-19	EDUCATION GALAXY LLC	CURRICULUM AND INSTRUCTION	ONLINE SUBSCRIPTION FOR SITE LICENSE	\$ 52,439.55
6/14/2021	EDUCATION SERVICE CENTER REGION 13 PURCHASING CO-OP	EDUCATION SERVICE CENTER REGION 13 PURCHASING CO-OP	VARIOUS	VARIOUS	\$ 500,000.00
6/14/2021	EDUCATION SERVICE CENTER REGION 20 PURCHASING CO-OP	EDUCATION SERVICE CENTER REGION 20 PURCHASING CO-OP	VARIOUS	VARIOUS	\$ 5,000,000.00
6/14/2021	EDUCATIONAL & INSTUTIONAL COOPERATIVE PURCHASING CO-OP (E&I)	EDUCATIONAL & INSTUTIONAL COOPERATIVE PURCHASING CO-OP (E&I)	VARIOUS	VARIOUS	\$ 2,000,000.00
6/14/2021	89-19	EDUCATIONAL BASED SERVICES	SPECIAL EDUCATION	SUPPORT SERVICES	\$ 110,910.00
6/14/2021	EPIC6 EDUCATION SERVICE CENTER REGION 6 PURCHASING CO-OP	EMR ELEVATOR	FACILITIES MAINTENANCE	ELEVATOR AND WHEEL CHAIR LIFT RELATED WORK SERVICES	\$ 130,201.79
6/14/2021	GSA	ENABLING TECHNOLOGIES	NETWORK TECHONOLOGY	SERVICES	\$ 100,000.00
6/14/2021	57-20	ENTERPRISE FIRE & SAFETY LLC	FACILITIES MAINTENANCE	FIRE SPRINKLER SYSTEM INSPECTIONS & REPAIRS	\$ 56,207.00
6/14/2021	87-19	ESTRELLITA	PRE-K - 3RD GRADE	SPANISH READING MATERIALS AND PROFESSIONAL DEVELOPMENT	\$ 41,476.32
6/14/2021	105-19	EXPLORELEARNING LLC	CURRICULUM AND INSTRUCTION	SOFTWARE LICENSES	\$ 96,765.02
6/14/2021	30-21	FACILITY SOLUTIONS GROUP	FACILITIES MAINTENANCE	FIRE SUPPRESSION SYSTEM SERVICE AND PARTS	\$ 188,874.33
6/14/2021	46-20	FERNANDEZ PRODUCE EXPRESS	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 126,941.27
6/14/2021	41-20	FIESTA TORTILLAS	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 53,794.65
6/14/2021	57-20	FIRE ALARM CONTROL SYSTEMS	FACILITIES MAINTENANCE	FIRE SUPPRESSION SYSTEM SERVICE AND PARTS	\$ 75,796.47

6/14/2021	57-20	FIRST SOURCE FIRE ALARMS	FACILITIES MAINTENANCE	FIRE ALARM SYSTEM INSPECTIONS/REPAIRS/REPAIR PARTS	\$ 51,700.00
6/14/2021	16-20	FLEETPRIDE	TRANSPORTATION	TRUCK AND TRAILER PARTS	\$ 48,461.19
6/14/2021	105-19	FLINN SCIENTIFIC INC	CLASSROOM SUPPLIES	SCIENCE SUPPLIES	\$ 40,580.39
6/14/2021	09-18	FOLLET SCHOOL SOLUTIONS LIBRARY RESOURCES	CURRICULUM AND INSTRUCTION & LIBRARY SVS	BOOKS	\$ 381,000.00
6/14/2021	43-20	FORM PLASTICS CO	SCHOOL NUTRITION SERVICES	FOOD AND PAPER PRODUCTS	\$ 55,811.43
6/14/2021	99-18	FRANKLIN COVEY CLIENT SALES	VARIOUS	CONSULTING/TRAINING MATERIALS	\$ 116,392.47
6/14/2021	106-19	FRED J MILLER INC	FINE ARTS	MARCHING BAND SUPPLIES	\$ 161,075.50
6/14/2021	ALLIED STATES CO-OP	FRONTLINE EDUCATION	SPECIAL EDUCATION	eSTAR SUBSCRIPTION	\$ 199,553.74
6/14/2021	OMNIA PARTNERS	FUELMAN	TRANSPORTATION	FUEL	\$ 771,768.87
6/14/2021	SOLE SOURCE	GALLUP INC	HUMAN RESOURCES	SERVICE AGREEMENT	\$ 73,000.00
6/14/2021	28-19, 12-21	GARRATT CALLAHAN CO	CONSTRUCTION MANAGEMENT AND FACILITIES MAINTENANCE	CONSTRUCTION SERVICES	\$ 240,000.00
6/14/2021	12-18	GCA SERVICES GROUP	FACILITIES MAINTENANCE	LANDSCAPE SERVICE	\$ 312,596.43
6/14/2021	113-19	GLIDDEN PROFESSIONAL PAINT	FACILITIES MAINTENANCE	PAINT	\$ 46,334.07
6/14/2021	06-18	GOPHER SPORT	BAC	ATHLETIC EQUIPMENT AND SUPPLIES, MISCELLANEOUS INSTRUCTIONAL ITEMS	\$ 48,002.24
6/14/2021	ALLIED STATES CO-OP	GOSAFE	VARIOUS	PPE	\$ 78,861.90
6/14/2021	57-20	GRAINGER	FACILITIES MAINTENANCE	VARIOUS HARDWARE AND REPAIR PARTS	\$ 106,410.05
6/14/2021	12-20	GREAT SOUTHERN COMPANY DBA COMPUTER SOLUTIONS	TECHNOLOGY	E-RATE INFRASTRUCTURE	\$ 291,676.73
6/14/2021	03-19	GULF COAST PAPER CO	VARIOUS	CHEMICALS, PAPER PRODUCTS	\$ 78,424.00
6/14/2021	48-17	H E B	VARIOUS	VARIOUS FOOD PRODUCTS	\$ 750,000.00
6/14/2021	130-18	HAYES SOFTWARE SYSTEMS	PROCUREMENT	TEXTBOOK TRACKING SOFTWARE	\$ 47,986.00
6/14/2021	05-19	HEINEMANN	VARIOUS	BOOKS AND INSTRUCTIONAL SUPPLIES	\$ 112,974.05
6/14/2021	123-18	HIGH SCHOOL MUSIC SERVICE	VARIOUS	MUSIC SUPPLIES	\$ 118,915.14
6/14/2021	49-20	HILLYARD SAN ANTONIO	FACILITY SUPPORT, VARIOUS	CUSTODIAL SUPPLIES AND EQUIPMENT	\$ 133,662.46
6/14/2021	34-20	HOLMES MURPHY & ASSOCIATES	RISK MANAGEMENT	CONSULTING SERVICES FOR RETIREMENT PLANS AND EMP BENEFITS	\$ 65,666.66
6/14/2021	OMNIA PARTNERS	HOME DEPOT COMMERCIAL ACCOUNT	VARIOUS	MAINTENANCE, HARDWARE, ETC.	\$ 143,993.59
6/14/2021	134-18	HOWARD INDUSTRIES INC	TECHNOLOGY SERVICES	TECHNOLOGY EQUIPMENT AND SUPPLIES AND PROJECTOR UPGRADES	\$ 4,091,622.99
6/14/2021	DIR CO-OP	HUDL	VARIOUS ATHLETICS, TECHNOLOGY SERVICES	ATHLETIC SERVICE (CAMPUSES & DO), ATHLETIC VIDEO REPLAY/EDITING AND STATISTICS	\$ 100,000.00
6/14/2021	22-20	IFIXYOURI CORP	TECHNOLOGY SUPPORT SERVICES	ELECTRONIC DEVICE REPAIR	\$ 126,000.00
6/14/2021	39-18	IMAGINE LEARNING INC	VARIOUS	INSTRUCTIONAL MATERIAL	\$ 191,200.00
6/14/2021	57-20	IML SECURITY	FACILITIES MAINTENANCE	REPAIR PARTS	\$ 43,507.61
6/14/2021	133-18	INSCO DISTRIBUTING	FACILITIES MAINTENANCE	HVAC AND ELECTRONIC REPAIR PARTS	\$ 40,283.12
6/14/2021	OMNIA PARTNERS	INSIGHT PUBLIC SECTOR INC	NETWORK SERVICES	SOFTWARE LICENSE/VEEAM DATABACKUP DISASTER RECOVERY	\$ 125,000.00
6/14/2021	58-19	INTECH SOUTHWEST SERVICES	VARIOUS	TECHNOLOGY EQUIPMENT - COMPUTERS, LAPTOPS, SCANNERS, ETC.	\$ 3,213,086.74
6/14/2021	74-19	INTERSTATE ALL BATTERY CENTER	TRANSPORTATION	AUTOMOTIVE BATTERIES AND PARTS	\$ 69,645.11

6/14/2021	23-19	J R INC	VARIOUS	FURNITURE	\$ 100,699.88
6/14/2021	41-20	JENNIE O TURKEY STORE SALES	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 53,687.83
6/14/2021	27-19	JOHNSON CONTROLS	FACILITIES MAINTENANCE	HVAC PARTS	\$ 52,871.58
6/14/2021	119-17	JORDAN FORD	VARIOUS	NEW AND USED VEHICLES AND ACCESSORIES	\$ 67,366.83
6/14/2021	41-20	KELLOGG SALES CO	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 134,311.63
6/14/2021	OMNIA PARTNERS	KRONOS SAASHR INC	DATA PROCESSING	TIME CLOCK SOFTWARE AND SERVICES	\$ 92,593.70
6/14/2021	44-20	KURZ CO	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 46,007.49
6/14/2021	103-19	LABATT FOOD SERVICE	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 44,452.82
6/14/2021	05-19	LAKESHORE LEARNING MATERIAL	VARIOUS	INSTRUCTIONAL MATERIAL	\$ 106,111.69
6/14/2021	21-20	LAND O'LAKES INC	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 73,873.42
6/14/2021	10-20	LAYER 3 COMMUNICATIONS LLC	DATA PROCESSING	WIRELESS INFRASTRUCTURE	\$ 1,500,000.00
6/14/2021	49-18	LEAD4WARD LLC	VARIOUS	STAFF DEVELOPMENT	\$ 79,592.00
6/14/2021	105-19	LEARNING A-Z LLC	VARIOUS	INSTRUCTIONAL MATERIAL	\$ 107,082.43
6/14/2021	87-19	LEARNING FORWARD	VARIOUS	CONSULTING SERVICES	\$ 50,119.00
6/14/2021	05-19	LEXIA LEARNING SYSTEMS LLC	SPECIAL EDUCATION	LITERACY ASSESSMENTS	\$ 73,458.33
6/14/2021	58-19	LIGHTSPEED IS INC	VARIOUS	ONLINE LICENSE - DATA STORAGE, PROTECTION, MANAGEMENT	\$ 525,000.00
6/14/2021	83-19	LITERACY RESOURCES LLC	CURRICULUM AND INSTRUCTION	READING ELEMENTARY - PRIMARY PHONEMIC CURRICULUM	\$ 45,079.01
6/14/2021	HCDE HARRIS COUNTY EDPARTMENT OF EDUCATION/CHOICE PARTNER	M A N S DISTRIBUTORS INC	FACILITIES MAINTENANCE	BUILDING MAINTENANCE SUPPLIES AND SERVICE	\$ 196,660.72
6/14/2021	12-18	MALDONADO NURSERY	FACILITIES MAINTENANCE	LANDSCAPE SERVICE	\$ 53,136.39
6/14/2021	50-18	MARSHALL DISTRIBUTING	TRANSPORTATION	FUEL	\$ 173,507.26
6/14/2021	21-20	MCCAIN FOODS INC	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 44,428.63
6/14/2021	96-17	MCGRIFF SEIBELS & WILLIAMS	RISK MANAGEMENT	INSURANCE SERVICES	\$ 2,010,339.97
6/14/2021	92-18	MECHANICAL REPS INC	FACILITIES MAINTENANCE	ELECTRONIC EQUIPMENT REPAIR PARTS	\$ 43,668.50
6/14/2021	99-18	MENTORING MINDS	VARIOUS	INSTRUCTIONAL MATERIAL	\$ 105,863.80
6/14/2021	03-18	MIND RESEARCH INSTITUTE	VARIOUS	ONLINE SUBSCRIPTION - ST MATH, PREK-8 VISUAL INSTRUCTIONAL PROGRAM	\$ 60,000.00
6/14/2021	10-20	MINNTEK SOLUTIONS INC	VARIOUS	TECHNOLOGY EQUIPMENT	\$ 85,000.00
6/14/2021	41-17	MOAK, CASEY, AND ASSOCIATES	BUDGET & FINANCE	PROPERTY VALUE AUDIT SERVICES	\$ 125,000.00
6/14/2021	03-18	MONARCH TEACHING TECHNOLOGIES	VARIOUS	INSTRUCTIONAL SOFTWARE	\$ 91,352.50
6/14/2021	29-21	MORRISON SUPPLY CO	FACILITIES MAINTENANCE	REPAIR PARTS	\$ 193,267.71
6/14/2021	89-17	MULTIMEDIA SPECIALTIES	VARIOUS	TECHNOLOGY SUPPLIES	\$ 236,187.13
6/14/2021	20-17	MUSIC & ARTS CENTER	FINE ARTS	REPAIR OF MUSICAL INSTRUMENTS	\$ 73,062.96
6/14/2021	05-19	NCS PEARSON INC	VARIOUS	INSTRUCTIONAL MATERIAL	\$ 210,781.74
6/14/2021	105-19	NEWSELA	CURRICULUM AND INSTRUCTION	ELECTRONIC TEXT ASSOCIATED WITH DISTRICT ASSSESMENT	\$ 161,750.00
6/14/2021	84-19	NWEA	TEXTBOOKS	WORKBOOKS AND INSTRUCTIONAL SUPPLIES	\$ 112,851.00
6/14/2021	OMNIA PARTNERS	OFFICE DEPOT	VARIOUS	OFFICE EQUIPMENT AND SUPPLIES	\$ 1,181,532.93

6/14/2021	23-19	OFFICESOURCE LTD	VARIOUS	OFFICE EQUIPMENT AND SUPPLIES	\$ 209,310.46
6/14/2021	OMNIA PARTNERS	OMNIA PARTNERS	VARIOUS	VARIOUS	\$ 4,000,000.00
6/14/2021	11-20	ORANGE COUNTY THERMAL	FACILITIES MAINTENANCE	REPAIR PARTS	\$ 90,828.40
6/14/2021	44-19	O'REILLY AUTO PARTS	TRANSPORTATION	AUTOMOTIVE PARTS AND SUPPLIES	\$ 64,980.91
6/14/2021	01-21	PACIFIC LEARNING	BILINGUAL ESL	BOOKS AND INSTRUCTIONAL SUPPLIES, SYSTEM INTERVENTION LESSONS	\$ 109,352.25
6/14/2021	111-18	PAPER RETRIEVER OF TEXAS	FACILITIES MAINTENANCE	SINGLE STREAM RECYCLING SERVICE	\$ 137,464.40
6/14/2021	07-20	PARK PLACE RECREATION DESIGNS INC	VARIOUS	PE AND PLAYGROUND EQUIPMENT AND SUPPLIES	\$ 119,375.64
6/14/2021	SOLE SOURCE	PEAR DECK INC	TECHNOLOGY AND LIBRARY SERVICES	WEB-BASED EDUCATIONAL PROGRAM	\$ 54,000.00
6/14/2021	18-19	PERFORMER'S ACADEMY	FINE ARTS	FINE ARTS CONSULTING SEVICES	\$ 237,488.00
6/14/2021	12-20	PHILLIP WILSON	ATHLETICS	TENNIS INSTRUCTORS	\$ 74,911.90
6/14/2021	21-20	PILGRIMS PRIDE CORP	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 251,300.83
6/14/2021	HCDE HARRIS COUNTY EDPARTMENT OF EDUCATION/CHOICE PARTNER	PINNACLE MEDICAL MANAGEMENT	HUMAN RESOURCES	TESTING	\$ 61,495.00
6/14/2021	BUY BOARD	PITNEY BOWES	DOCUMENT MANAGEMENT	EQUIPMENT AND SUPPLIES	\$ 75,000.00
6/14/2021	BUY BOARD	POWERSCHOOL GROUP LLC	VARIOUS	STAFF DEVELOPMENT	\$ 67,179.72
6/14/2021	REGION 20 PURCHASING CO-OP	PRESENCEARNING INC	SPECIAL EDUCATION	TELE THERAPY - TELE ASSESMENTS	\$ 89,500.00
6/14/2021	114-18	PRIMEROEDGE BY CYBERSOFT	SCHOOL NUTRITION SERVICES	SOFTWARE	\$ 93,260.00
6/14/2021	SOLE SOURCE	PURPLE MOONTOWER LLC	TEXTBOOKS	TRUE+WAY ASL	\$ 54,000.00
6/14/2021	21-18	PYRAMID SCHOOL PRODUCTS	VARIOUS	CLASSROOM EQUIPMENT AND SUPPLIES	\$ 61,531.74
6/14/2021	53-20	QUALITY HARDWOOD FLOORS INC	FACILITIES MAINTENANCE	REPAIR PARTS AND SERVICE	\$ 68,130.84
6/14/2021	135-18	QUILL LLC	VARIOUS	MISCELLANEOUS CLASSROOM, OFFICE EQUIPMENT, AND SUPPLIES	\$ 136,338.69
6/14/2021	126-18	RAPTOR TECHNOLOGIES LLC	VARIOUS	BADGING SUPPLIES	\$ 40,299.00
6/14/2021	102-19	READING WRITING PROJECT	SCHOOL IMPROVEMENT	LITERACY PROGRAM	\$ 82,000.00
6/14/2021	41-20	RED GOLD	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 56,141.12
6/14/2021	SOLE SOURCE	RETHINK AUTISM INC	SPECIAL EDUCATION	STAFF DEVELOPMENT	\$ 280,000.00
6/14/2021	47-20	RICH PRODUCTS CORP	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 85,475.39
6/14/2021	19-18	RIDDELL ALL AMERICAN SPORTS	BAC	ATHLETIC AND INSTRUCTIONAL EQUIPMENT AND SUPPLIES	\$ 299,764.59
6/14/2021	16-17	RIVERSIDE INSIGHTS	VARIOUS	INSTRUCTIONAL MATERIALS, GT TESTING	\$ 154,510.02
6/14/2021	21-20	RODRIGUEZ FOODS LTD	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 56,941.00
6/14/2021	16-20	RUSH BUS CENTERS	TRANSPORTATION	REPAIR PARTS	\$ 80,194.33
6/14/2021	21-20	SA PIAZZA & ASSOCIATES LLC	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 111,976.00
6/14/2021	48-17	SAM'S CLUB	VARIOUS	VARIOUS	\$ 77,088.90
6/14/2021	CITY OF SAN ANTONIO INTERLOCAL CONTRACT	SAN ANTONIO EDUC PARTNERSHIP	GUIDCANCE SERVICES	COLLEGE TRANSITION SERVICES, ACCESS TO CAFÉ' COLLEGE AND THE CAFÉ' COLLEGE SCHOLASHIP	\$ 100,000.00
6/14/2021	NON-COMPETITIVE	SAN ANTONIO EXPRESS NEWS	PROCUREMENT	BID ADVERTISEMENTS	\$ 49,688.21
6/14/2021	GOVERNMENT ENTITIY	SAN ANTONIO WATER SYSTEM	FACILITIES MAINTENANCE	WATER SERVICE, UTILITY	\$ 1,665,413.08

6/14/2021	16-20	KYRISH TRUCK CENTER OF SAN ANTONIO (SANTEX TRUCK CENTERS LTD)	TRANSPORTATION	DELIVERY VEHICLES, VEHICLE REPAIR SERVICES AND REPAIR PARTS	\$ 612,128.11
6/14/2021	22-21	SATTERFIELD PONTIKES	CONSTRUCTION MANAGEMENT	CONSTRUCTION SERVICES	\$ 765,883.49
6/14/2021	84-18	SAVVAS LEARNING CO LLC	TEXTBOOKS	INSTRUCTIONAL MATERIALS - PRE K PROCLAMATION	\$ 1,000,000.00
6/14/2021	88-17	SCANTEX BUSINESS SYSTEMS	VARIOUS	INSTRUCTIONAL MATERIAL	\$ 105,994.30
6/14/2021	41-17	SCHOLASTIC	VARIOUS	INSTRUCTIONAL MATERIALS	\$ 58,059.15
6/14/2021	116-19	SCHOOL HEALTH CORP	HEALTH SERVICES	PPE AND NURSING SUPPLIES	\$ 45,894.18
6/14/2021	88-17	SCHOOL SPECIALTY	VARIOUS	INSTRUCTIONAL MATERIALS	\$ 83,376.51
6/14/2021	PROFESSIONAL SERVICES	SCHULMAN LOPEZ HOFFER	ADMINISTRATION	PROFESSIONAL LEGAL SERVICES	\$ 469,280.67
6/14/2021	22-21	SCI ENTERPRISES LLC	ENGINEERING	SMALL RENOVATIONS/FACILITY REPAIRS	\$ 70,100.62
6/14/2021	119-18	SEESAW LEARNING INC	INSTRUCTIONAL TECHNOLOGY	SEESAW SOFTWARE LICENSE/REMOTE LEARNING SOFTWARE FOR VIRTUAL AND NON VIRTUAL LEARNING USE	\$ 107,000.00
6/14/2021	78-19	SHARP BUSINESS SYSTEMS	COPIER SERVICES	COPIERS, PARTS, AND SERVICE	\$ 138,389.77
6/14/2021	DIR CO-OP	SHI GOVERNMENT SOLUTIONS	TECHNOLOGY	TECHNOLOGY EQUIPMENT AND SUPPLIES	\$ 850,000.00
6/14/2021	63-18	SIGN RESOURCE MANAGEMENT	CONSTRUCTION MANAGEMENT	BUILDING SIGNAGE	\$ 145,939.33
6/14/2021	37-17	SKYWARD INC	DATA PROCESSING	SOFTWARE	\$ 391,602.00
6/14/2021	CTPA	SOLIANT HEALTH INC	SPECIAL EDUCATION	SPEECH LANGUAGE SERVICES	\$ 113,383.84
6/14/2021	18-19	SOLUTION TREE	VARIOUS	PROFESSIONAL LEARNING COMMUNITIES CONSULTING TO IMPACT STUDENT OUTCOMES, INSTRUCTIONAL SUPPLIES, AND ONLINE CONFERENCES/INSTRUCTION	\$ 505,735.74
6/14/2021	52-18	SOUTHWASTE DISPOSAL LLC	FACILITIES MAINTENANCE	GREASE TRAP MAINTENANCE	\$ 55,176.26
6/14/2021	70-18	SPEECH SPECIALISTS	SPECIAL EDUCATION	SUPPORT SERVICES	\$ 443,905.00
6/14/2021	20-20	SPROTT EDUCATION CONSULTING	SCHOOL IMPROVEMENT	CONSULTATION AND TRAINING	\$ 52,400.00
6/14/2021	22-20	STAYMOBILE	TECHNOLOGY SERVICES	ELECTRONIC DEVICE REPAIR	\$ 84,000.00
6/14/2021	05-19	STENHOUSE PUBLISHERS	SCHOOL IMPROVEMENT	PROFESSIONAL DEVELOPMENT AND BOOKS	\$ 52,979.78
6/14/2021	02-20	SUNBELT STAFFING LLC	SPECIAL EDUCATION	SPEECH LANGUAGE SERVICES	\$ 85,000.00
6/14/2021	61-18	SUPERIOR ROOFING & CONST CO	CONSTRUCTION MANAGEMENT	CONSTRUCTION SERVICES	\$ 174,825.00
6/14/2021	96-17	SWBC INSURANCE SERVICES INC	RISK MANAGEMENT	CYBER LIABILITY COVERAGE	\$ 42,099.75
6/14/2021	43-20	SYSCO CENTRAL TEXAS INC	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 86,485.47
6/14/2021	41-20	TASTY BRANDS	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 128,678.48
6/14/2021	03-18	TECHNICAL LABORATORY SYSTEM	CURRICULUM AND INSTRUCTION	SCIENCE - EDUSMART K-5 LICENSES	\$ 224,800.00
6/14/2021	TIPS	TECHNOLOGY INTEGRATION GROUP	VARIOUS	TECHNOLOGY EQUIPMENT, SUPPLIES, AND SERVICE	\$ 300,000.00
6/14/2021	94-18	TEXAS LOCK & DOOR CLOSER IN	FACILITIES MAINTENANCE	DOOR, LOCK, AND RELATED PARTS	\$ 62,910.22
6/14/2021	BUYBOARD	TEXAS MULTI CHEM LTD	CONSTRUCTION	BASEBALL FIELDS	\$ 264,835.30
6/14/2021	96-17	TEXAS POLITICAL SUBDIVISION	RISK MANAGEMENT	INSURANCE SERVICES	\$ 630,949.17
6/14/2021	ALLIED STATES PURCHASING CO-OP	TEXAS STATE BILLING SERVICE	SPECIAL EDUCATION	SHARS/MEDICARE BILLING	\$ 235,387.66
6/14/2021	109-19	TEX-CON OIL CO	TRANSPORTATION	VEHICLE FLUIDS	\$ 47,572.94
6/14/2021	GOVERNMENT ENTITY	TEXNET TX COMPTR SALES TEX	FINANCE SERVICES	TAX	\$ 48,101.55
6/14/2021	70-18	THERAPIA STAFFING LLC	SPECIAL EDUCATION	CONSULTING SERVICES	\$ 71,088.28

6/14/2021	41-18	THOMPSON PRINT & MAILING	COMMUNICATIONS	PRINTING SERVICES, DISCOVERER MAGAZINE	\$ 47,068.00
6/14/2021	TIPS REGION 8 PURCHASING CO-OP	TIPS PURCHASING CO-OP (ESRC REGION 8)	VARIOUS	VARIOUS	\$ 7,000,000.00
6/14/2021	71-19	TOPSIDE CONTRACTING	CONSTRUCTION MANAGEMENT	CONSTRUCTION SERVICES	\$ 80,279.50
6/14/2021	57-20	TRANE	FACILITIES MAINTENANCE	HVAC PARTS	\$ 230,107.40
6/14/2021	49-18	TRINITY UNIV	VARIOUS	INSTRUCTIONAL MATERIALS	\$ 70,000.00
6/14/2021	BUYBOARD	TROXELL COMMUNICATIONS INC	TECHONOLOGY SERVICES	TECHNOLOGY EQUIPMENT & PROJECTORS	\$ 600,100.43
6/14/2021	61-18	TURNER ROOFING	ENGINEERING	ROOFING	\$ 102,941.32
6/14/2021	SOLE SOURCE	TURNITIN LLC	TEXTBOOKS	SOFTWARE LICENSE - PLAGARISM DETECTION SOFTWARE	\$ 46,000.00
6/14/2021	21-20	TYSON FOODS INC	SCHOOL NUTRITION SERVICES	FOOD PRODUCTS	\$ 44,012.75
6/14/2021	87-19	UNIV OF TEXAS AT AUSTIN	VARIOUS	INSTRUCTIONAL MATERIAL	\$ 65,567.28
6/14/2021	68-17	UNUM LIFE INSURANCE	RISK MANAGEMENT	FOOD AND PAPER PRODUCTS	\$ 57,477.77
6/14/2021	REGION 19- ALLIED STATES COOPERATIVE	VISTA HIGHER LEARNING	BILINGUAL ESL	WORKBOOKS AND INSTRUCTIONAL SUPPLIES	\$ 119,990.26
6/14/2021	04-17	VST SERVICES LLC	NETWORK SERVICES	E-RATE CONSULTING	\$ 144,692.62
6/14/2021	CHOICE PARTNERS	WASTE MANAGEMENT OF TEXAS	FACILITIES MAINTENANCE	WASTE COLLECTION	\$ 436,561.38
6/14/2021	80-18, 22-21	WATERMAN CONSTRUCTION LLC	CONSTRUCTION MANAGEMENT	CONSTRUCTION SERVICES	\$ 913,882.84
6/14/2021	02-20	WEBBCO ENTERPRISES LLC	SPECIAL EDUCATION	SUPPORT SERVICES	\$ 109,180.38
6/14/2021	30-17	WENGER CORP	VARIOUS	VARIOUS	\$ 217,995.00
6/14/2021	57-20	WICK FLOOR MACHINE CO INC	FACILITIES MAINTENANCE	REPAIR PARTS	\$ 51,092.43
6/14/2021	105-19	WILLIAM H. SADLIER	LANGUAGE ARTS	PHONICS & READING RESOURCES	\$ 61,149.00
6/14/2021	132-18	WORLDWIDE LANGUAGES	VARIOUS	INSTRUCTIONAL MATERIAL	\$ 98,129.90
6/14/2021	05-19	ZANER BLOSER EDUCATIONAL	CURRICULUM AND INSTRUCTION	K-2 PHONICS	\$ 616,112.43
6/14/2021	25-20	ZAYO GROUP	NETWORK TECHNOLOGY	WAN AND DIA	\$ 350,000.00



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 14, 2021

Presenter: Sean Maika
Garrett Sullivan
Executive Director, CM&E

Subject: Professional Services Contracts, Construction Contracts, and Related Contract Amendments Supporting the 2015 Bond Program, M&O Funded Program and BAC Athletic Enterprise Funded Design & Construction Requirements

Related Page(s): Attachment

CONSENT ITEM

BACKGROUND INFORMATION

The Board of Trustees approved the appointment of Principal Consultants for the 2015 Bond Program on Feb. 8, 2016. Bond projects require supporting professional services contracts to perform: (1) architectural and landscape architectural services; (2) acoustical, civil, code review, fire protection, food service, mechanical-electrical-plumbing, roofing, and structural engineering services; (3) technology services; (4) geotechnical investigations; (5) material testing services; (6) test-balance-commissioning services; and (7) post-construction investigative reviews.

ADMINISTRATIVE CONSIDERATION

These professional services contracts, construction contracts, and related contract amendments support the development and construction of approved projects included in the 2015 Bond Program, M&O funded program, and BAC Athletic Enterprise funded requirements. Contracts and contract amendments exceeding \$50,000.00 in value must be approved by the Board of Trustees.

BUDGETARY CONSIDERATION

Funding for these professional services contracts, construction contracts, and related contract amendments are included in the 2015 Bond Program.

ADMINISTRATIVE RECOMMENDATION

It is recommended for the Board of Trustees to approve the Professional Services Contracts, Construction Contracts, and Related Contract Amendments in support of the 2015 Bond Program, M&O funded program, and BAC Athletic Enterprise funded requirements (see Attachment). It is further recommended for the Board of Trustees to grant the Superintendent, the Associate Superintendent for Operations, and the Executive Director of Construction Management and Engineering authority to execute the contracts.

BOARD ACTION REQUIRED

Approval/Disapproval

ATTACHMENT

PROFESSIONAL SERVICES CONTRACTS, CONSTRUCTION CONTRACTS, AND RELATED CONTRACT AMENDMENTS 2015 Capital Improvement Bond Program - Jun.14, 2021

Program	Project	Consultant or Construction Contract Award Date	Bid Description	Professional Services Consulting Firm or General Contractor or Service Vendor	Original Contract Value (Board Award)	Current Contract Value	Contract Amendment	New Contract Value
2015-Bond	CTE Institute of Cybersecurity and Innovation / Project # 9.13	8-Feb-21	Video Wall Systems at Entry Lobby and Security Operations Center Lab Areas 1 and 2 TASB BuyBoard Bid # 563-18	TROXEL Communications	\$ 371,270.00	\$ 371,270.00	\$ -	\$ 371,270.00
2015-Bond	CTE Institute of Cybersecurity and Innovation / Project # 9.13	8-Feb-21	Video Wall Systems at Facility Conference Room, Network Technology Labs 3 and 4, and Classroom / Lab Areas 9 and 10 TASB BuyBoard Bid # 563-18	TROXEL Communications	\$ 23,331.00	\$ 23,331.00	\$ -	\$ 23,331.00
2015-Bond	CTE Institute of Cybersecurity and Innovation / Project # 9.13	8-Feb-21	Graphic Design Layout for Video Wall Systems Professional Services	TDonovan	\$ 1,250.00	\$ 1,250.00	\$ -	\$ 1,250.00
2015-Bond	CTE Institute of Cybersecurity and Innovation / Project # 9.13	8-Feb-21	Facility Intercom System TASB BuyBoard Bid # 574-18	Beckwith Engineering	\$ 37,415.00	\$ 37,415.00	\$ -	\$ 37,415.00 93
2015-Bond	CTE Institute of Cybersecurity and Innovation / Project # 9.13	8-Feb-21	Technology Equipment for Facility MDF and IDF Rooms DIR Co-Op # DIR-TSO-4167	Computer Solutions	\$ 56,103.55	\$ 56,103.55	\$ -	\$ 56,103.55
2015-Bond	CTE Institute of Cybersecurity and Innovation / Project # 9.13	8-Feb-21	Technology Equipment for Security Operations Center Labs 1 and 2 DIR Co-Op # DIR-TSO-4167	Computer Solutions	\$ 80,578.94	\$ 80,578.94	\$ -	\$ 80,578.94
2015-Bond	CTE Institute of Cybersecurity and Innovation / Project # 9.13	8-Feb-21	Technology Equipment for Network Technology Labs 3 and 4 DIR Co-Op # DIR-TSO-4167	Computer Solutions	\$ 39,586.42	\$ 39,586.42	\$ -	\$ 39,586.42
2015-Bond	CTE Institute of Cybersecurity and Innovation / Project # 9.13	8-Feb-21	Technology Equipment Classroom / Lab Areas 9 and 10 DIR Co-Op # DIR-TSO-4167	Computer Solutions	\$ 13,865.00	\$ 13,865.00	\$ -	\$ 13,865.00
2015-Bond	CTE Institute of Cybersecurity and Innovation / Project # 9.13	8-Feb-21	Technology Infrastructure for Dark Fiber System / North East ISD Fiber Wide Area Network Bid # 25-20	Zayo	\$ 41,981.00	\$ 41,981.00	\$ -	\$ 41,981.00
2015-Bond	CTE Institute of Cybersecurity and Innovation / Project # 9.13	8-Feb-21	Technology Infrastructure for Facility Firewalls - Palo Alto System DIR Co-Op # DIR-TSO-3972	Layer 3	\$ 22,775.70	\$ 22,775.70	\$ -	\$ 22,775.70
2015-Bond	CTE Institute of Cybersecurity and Innovation / Project # 9.13	8-Feb-21	Technology Equipment Desktop Computers / North East ISD Technology Equipment Bid # 58-19	Intech Southwest Services	\$ 97,588.00	\$ 97,588.00	\$ -	\$ 97,588.00
2015-Bond	CTE Institute of Cybersecurity and Innovation / Project # 9.13	8-Feb-21	Technology Equipment Laptop Computers / North East ISD Technology Equipment Bid # 58-19	Intech Southwest Services	\$ 47,390.00	\$ 47,390.00	\$ -	\$ 47,390.00

ATTACHMENT

PROFESSIONAL SERVICES CONTRACTS, CONSTRUCTION CONTRACTS, AND RELATED CONTRACT AMENDMENTS 2015 Capital Improvement Bond Program - Jun.14, 2021

Program	Project	Consultant or Construction Contract Award Date	Bid Description	Professional Services Consulting Firm or General Contractor or Service Vendor	Original Contract Value (Board Award)	Current Contract Value	Contract Amendment	New Contract Value
2015-Bond	CTE Institute of Cybersecurity and Innovation / Project # 9.13	8-Feb-21	Finish-Out Reverse Side of Interior Demising Walls North East ISD Bid # 22-21	Waterman Construction	\$ 7,983.00	\$ 7,983.00	\$ -	\$ 7,983.00
2015-Bond	CTE Institute of Cybersecurity and Innovation / Project # 9.13	8-Feb-21	Carpet for Selected Facility Areas TASB BuyBoard Bid # 561-18	Interface Services	\$ 16,434.94	\$ 16,434.94	\$ -	\$ 16,434.94
2015-Bond	CTE Institute of Cybersecurity and Innovation / Project # 9.13	8-Feb-21	Architectural Design and Construction Administration Services for Phase 3A North East ISD Bid # RFQ 35-16	KNRG Architects	\$ 50,000.00	\$ 50,000.00	\$ 22,209.08	\$ 72,209.08
2015 Bond Program Contract Adjustments (This Period)					\$ 907,552.55	\$ 907,552.55	\$ 22,209.08	\$ 929,761.63
6999 Fund	Nimitz Middle School Maker Space Renovations	14-Jun-21	Maker Space Interior Renovations North East ISD Bid # 22-21	Waterman Construction	\$ 8,489.00	\$ 8,489.00	\$ -	\$ 8,489.00
6999 Fund	Heroes Stadium Wall of Heroes	14-Jun-21	Three New Plaques 1. State Championship Plaque for Legacy of Educational Excellence High School Boys Soccer Team 2. Recognition of Service Plaque for Former Athletic Director (Karen Funk) 3. Recognition of Service Plaque for New Athletic Director (Kelly Parker) North East ISD Bid # 63-18	Sign Resource Management	\$ 1,275.00	\$ 1,275.00	\$ -	\$ 1,275.00
6999 Funds	Las Lomas Elementary School	14-Jun-21	Wet-Seal Selected Windows and Storefront Systems, Readjust Curtain Wall Gasket Seals and Tighten Tensioner Plates North East ISD Bid # 22-21	Waterman Construction and Bulverde Glass, Inc.	\$ 14,510.00	\$ 14,510.00	\$ -	\$ 14,510.00
Construction Management and Engineering Department Fund 6999 Contract Adjustments (This Period)					\$ 24,274.00	\$ 24,274.00	\$ -	\$ 24,274.00
BAC Athletic Enterprise Fund	District Softball Fields at Wood Middle School	14-Jun-21	District Softball Outfield Fence Replacement North East ISD Bid # 22-21	Waterman Construction	\$ 73,200.00	\$ 73,200.00	\$ -	\$ 73,200.00
BAC Athletic Enterprise Fund	BAC Baseball Stadium	14-Jun-21	BAC Baseball Outfield Fence Replacement North East ISD Bid # 22-21	Waterman Construction	\$ 43,745.00	\$ 43,745.00	\$ -	\$ 43,745.00
BAC Athletic Department Enterprise Funds Contract Adjustments (This Period)					\$ 116,945.00	\$ 116,945.00	\$ -	\$ 116,945.00