



Agenda of Regular Meeting

The Board of Trustees McAllen Independent School District

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

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, June 14, 2021, beginning at 5:00 PM Texas Our Texas room/Staff Development Building, Achieve Early College High School, 1601 North 27th Street, McAllen, TX 78501.

Public comments related to this meeting will be handled as follows: Please follow procedures at the following site <https://www.mcallenisd.org/page/public-comments>. Public comments may be made in person subject to social distancing requirements at the Texas our Texas room/Staff Development Building at Achieve Early College High School, 1601 North 27th, McAllen, TX 78501, by use of the following video conference site: <https://www.mcallenisd.org/page/school-board-meetings> or by telephone call to the following number 956 618-6094.

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

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

1. **CALL MEETING TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT(S)**

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

- A) Human Resources Recommendation(s) for School Year 2021-2022
- B) Human Resources Employee Resignation(s) for School Year 2020-2021
- C) Principal for Jose De Escandon Elementary
- D) Director for Athletics
- E) Director for Community Information
- F) Director for Regional Day School Program for the Deaf
- G) Fifth Amendment to Superintendent's Employment Contract
- H) Pending and/or Potential Litigation
 - 1. Ameresco Litigation Update
- I) Possible Real Estate Acquisition

6. **RECONVENE IN OPEN SESSION**

7. **PUBLIC MEETING TO DISCUSS 2021 - 2022 BUDGET AND PROPOSED TAX RATE**

8

Item Submitted: Cynthia Medrano Richards, Assistant Superintendent
Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

8. **SUPERINTENDENT'S REPORT(S) - Graduation Highlights 2021!**

Presenter: Dr. J. A. Gonzalez, Superintendent

9. **RECOGNITION(S)**

10. **PROCLAMATION(S)**

11. **DONATION(S)**

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

A) Board Committee Reports

- 1. Instructional Services Briefing - Chair - Tony Forina
- 2. Human Resources Briefing - Chair - Marco Suarez
- 3. District Operations Briefing - Chair - Danny Vela
- 4. Business Operations Briefing - Chair - Debbie Aliseda

B) District Reports

- 1. Report Regarding Facilities, Maintenance and Operations Projects 22
Item Submitted: Arely Benavides, Assistant Superintendent District
Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

- 2. Report Regarding Enrollment 31
Item Submitted: Arely Benavides, Assistant Superintendent District
Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

3.	Report Regarding ESSER III Update Item Submitted: Arely Benavides, Assistant Superintendent District Operations Presenter: Dr. J. A. Gonzalez, Superintendent	49
4.	Report Regarding Interlocal Cooperative Agreement No. 2020-003 State of Texas Cooperative Purchasing Program Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations Presenter: Dr. J. A. Gonzalez, Superintendent	50
5.	Report Regarding Interlocal Cooperative Agreement No. 2020-002 Texas Association of School Board (“TASB”) Purchasing Cooperative BuyBoard Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations Presenter: Dr. J. A. Gonzalez, Superintendent	51
13. ACTION ON ITEM(S) IN CLOSED SESSION		
A)	Approval of Human Resources Recommendation(s) for School Year 2021-2022 Item Submitted: Todd Miller, Assistant Superintendent Human Resources Presenter: Dr. J. A. Gonzalez, Superintendent	53
B)	Human Resources Employee Resignation(s) for School Year 2020-2021 Item Submitted: Todd Miller, Assistant Superintendent Human Resources Presenter: Dr. J. A. Gonzalez, Superintendent	54
C)	Approval of the Principal for Jose De Escandon Elementary Item Submitted: Todd Miller, Assistant Superintendent Human Resources Presenter: Dr. J. A. Gonzalez, Superintendent	55
D)	Approval of the Director for Athletics Item Submitted: Todd Miller, Assistant Superintendent Human Resources Presenter: Dr. J. A. Gonzalez, Superintendent	56
E)	Approval of the Director for Community Information Item Submitted: Todd Miller, Assistant Superintendent Human Resources Presenter: Dr. J. A. Gonzalez, Superintendent	57
F)	Approval of the Director for Regional Day School Program for the Deaf Item Submitted: Todd Miller, Assistant Superintendent Human Resources Presenter: Dr. J. A. Gonzalez, Superintendent	58
G)	Approval of the Fifth Amendment to Superintendent's Employment Contract	59
H)	Pending and/or Potential Litigation ³	

1. Ameresco Litigation Update

I) Possible Real Estate Acquisition

14. CONSENT AGENDA ITEMS

- A) Approval of Request for Proposal No. 2021-1007 Career and Technology Materials, Supplies, Equipment, and Related Services Discount-from-List (Round 4) 60
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services
Presenter: Dr. J. A. Gonzalez, Superintendent
- B) Approval of Request for Proposal No. 2021-1000R Library Books, eBooks, Textbooks, Audiovisual Materials and Instructional Reading Materials Discount-from-List (Round 6) 62
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services
Presenter: Dr. J. A. Gonzalez, Superintendent
- C) Approval of Request for Proposal No. 2021-1010 Physical, Occupational, and Speech Therapy Services for Special Education 64
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services
Presenter: Dr. J. A. Gonzalez, Superintendent
- D) Approval of Request for Proposal No. 2021-1005 Professional Development, Site Licenses, Supplemental Materials, and Other Related Products and Services (Round 2) 66
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services
Presenter: Dr. J. A. Gonzalez, Superintendent
- E) Approval of Request for Proposal No. 2021-1024 Instructional Materials and Supplies (Round 2) 68
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services
Presenter: Dr. J. A. Gonzalez, Superintendent
- F) Approval of Amended and Restated Memorandum of Understanding 2020-273 ABC University Educare 71
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services
Presenter: Dr. J. A. Gonzalez, Superintendent
- G) Approval of Amended and Restated Memorandum of Understanding 2020-275 Tony’s Playhouse Discovery Center, LLC 78
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services
Presenter: Dr. J. A. Gonzalez, Superintendent
- H) Approval of Amended and Restated Memorandum of Understanding 2020-278 Rhema’s Learning Center, LLC 85
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services

- Presenter:** Dr. J. A. Gonzalez, Superintendent
- I) Approval of Amended and Restated Memorandum of Understanding 2021-082 Kids Village Montessori, Learning Center LLC 92
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services
- Presenter:** Dr. J. A. Gonzalez, Superintendent
- J) Approval of Agreement No. 2022-042 Legal Services Agreement with Eichelbaum Wardell Hansen Powell & Munoz, P.C. 99
Item Submitted: Todd Miller, Assistant Superintendent Human Resources
- Presenter:** Dr. J. A. Gonzalez, Superintendent
- K) Approval of Addendum One to Contract No. 2018-216 Agreement with Insight Public Sector Inc. for District-Wide eRate Firewall Project through Texas Department of Information Resources (DIR) 102
Item Submitted: Arely Benavides, Assistant Superintendent District Operations
- Presenter:** Dr. J. A. Gonzalez, Superintendent
- L) Approval of Memorandum of Understanding No. 2021-251 City of McAllen and McAllen ISD for McHi Tennis Courts Lighting Repairs 104
Item Submitted: Arely Benavides, Assistant Superintendent District Operations
- Presenter:** Dr. J. A. Gonzalez, Superintendent
- M) Approval of Rejection of Bid No. 2021-1029 Sale of Real Property (701 S. 17th Street) RE-BID 108
Item Submitted: Arely Benavides, Assistant Superintendent District Operations
- Presenter:** Dr. J. A. Gonzalez, Superintendent
- N) Approval of Request for Proposal No. 2021-1020 Food, Restaurants, Catering, Fundraising, Field Trips, and Rentals 111
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations
- Presenter:** Dr. J. A. Gonzalez, Superintendent
- O) Approval of Request for Proposal No. 2021-1012 Trophies, T-shirt, Awards, Incentives, and Related Products and Services Round 2 114
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations
- Presenter:** Dr. J. A. Gonzalez, Superintendent
- P) Approval of Continuation of Inter-Local Cooperation Agreement No. 2017-095 Hidalgo County Tax Assessment and Tax Collection 116
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations
- Presenter:** Dr. J. A. Gonzalez, Superintendent
- Q) Approval of Agreement No. 2021-239 Boggus Ford Lincoln for Anchor Sponsorship and Advertising for the McAllen Veterans Memorial Stadium Scoreboard 119

Item Submitted: Norma Zamora-Guerra, Director Community Information

Presenter: Dr. J. A. Gonzalez, Superintendent

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

A) Instructional Services Item(s) (Dr. Rosalba De Hoyos) **Instructional Leadership Item(s)** (Bridgette Vieh)

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

1. Approval of the Job Description for Coordinator of Early Childhood Instruction
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

2. Approval of the Job Description for Coordinator of College Readiness
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

3. Approval of the Job Description for Assistant Director of Community Information 131
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

4. Approval of the Job Description for Literacy Strategist (3rd - 8th Grade) Item 132
Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

5. Approval of Compensation Plan for School Year 2021-2022 133
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

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

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

1. Approval of the McAllen Independent School District June Budget Amendment for Fiscal Year Beginning July 1, 2020 and Ending June 30, 2021 134

Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

2. Approval and Adoption of the McAllen Independent School District Budget for Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022 142

Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

E) Board of Trustees Item(s)

16. SCHEDULE OF FUTURE MEETINGS

- A) Board Workshop - June 23, 2021 4:30 P.M. Texas Our Texas room/Staff Development Building at Early College High School
- B) Special Board Meeting (Level III Grievance) - June 23, 2021 5:30 P.M. (E. Villarreal) - Texas our Texas room/Staff Development Building at Achieve Early College High School
- C) Special Board Meeting (Level III Grievance) - June 23, 2021 6:30 P.M. (E. Castro) - Texas Our Texas room/Staff Development Building at Achieve Early College High School
- D) Board Workshop (Team Building) 4:30 - 7:30 p.m., location TBD
 - Monday, July 12, 2021 - tentative
 - Wednesday, July 14, 2021 - tentative
 - Saturday, July 17, 2021 - tentative
 - Monday, July 19, 2021 - tentative
 - Wednesday, July 21, 2021 - tentative
- E) Special Board Meeting (HR Recommendations), July 26, 2021 5:30 p.m., Texas Our Texas at Staff Development Building at Achieve Early College High School

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

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

19. ADJOURNMENT

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on June 11, 2021 at 10:00 A.M.

*Natalia Goza
For the Board of Trustees*



Public Meeting

June 14, 2021

Cynthia Medrano-Richards, RTSBA, CPA
Assistant Superintendent for Business Operations

Public Hearing



The purpose of this meeting is to discuss the 2021-2022 school district's budget and 2021 proposed tax rate. At the conclusion of this presentation public participation is invited.

Please visit our homepage at www.mcallenisd.org, and click on Public Hearing to participate in public comments. You can either request to be invited by email to speak at the conclusion of the presentation or leave a comment which will be read aloud at the conclusion of this presentation.

Board of Trustees

Tony Forina
Vice President



Conrado Alvarado
Trustee



Marco Suarez
Trustee

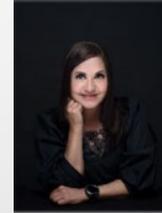


Sam Saldivar Jr.
President

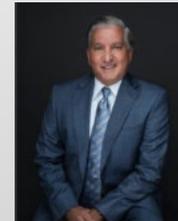
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Debbie Crane Aliseda
Secretary



Sofia M. Pena
Trustee



Daniel D. Vela
Trustee

Administrative Staff



Jose A. Gonzalez, Ed. D.
Superintendent



Cynthia Medrano Richards, RTSBA, CPA
Assistant Superintendent for Business Operations



Rosalba De Hoyos, Ed. D.
Assistant Superintendent for Instructional Services



Arely Benavides
Assistant Superintendent for District Operations



Todd Miller
Assistant Superintendent for Human Resources



Bridgette Vieh
Associate Superintendent for Instructional Leadership



Adel Felix, CPA, CFE
Chief Financial Officer

Vision

The McAllen Independent School District is a multicultural community in which students are enthusiastically and actively engaged in the learning process. Students demonstrate academic excellence in a safe, nurturing and challenging environment enhanced by technology and the contributions of the total community.

Mission

The mission of the McAllen Independent School District is to educate all students to become lifelong learners and productive citizens in a global society through a program of educational excellence utilizing technology and actively involving parents and the community.

Public Notice

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The McALLEN ISD will hold a public meeting at 6:00 PM, June 14, 2021 in the Texas Our Texas Room / Staff Development Building 1601 North 27th St, McAllen TX 78501. The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

Maintenance Tax	\$1.0486/\$100 (proposed rate for maintenance and operations)
School Debt Service Tax	\$0.0890/\$100 (proposed rate to pay bonded indebtedness)
Approved by Local Voters	

Comparison of Proposed Budget with Last Year's Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories.

Maintenance and operations	-0.33 % decrease
Debt Service	-1.54 % decrease
Total expenditures	-0.36 % decrease

Total Appraised Value and Total Taxable Value (as calculated under Section 26.04, Tax Code)

	Preceding Tax Year	Current Tax Year
Total appraised value* of all property	\$9,758,191,704	\$8,365,394,678
Total appraised value* of new property**	\$99,108,284	\$72,421,548
Total taxable value*** of all property	\$7,964,158,964	\$6,552,164,348
Total taxable value*** of new property**	\$62,741,155	\$70,908,919

*Appraised value is the amount shown on the appraisal roll and defined by Section 1.04(9), Tax Code.

** "New property" is defined by Section 26.01(17), Tax Code.

*** "Taxable value" is defined by Section 1.04(10), Tax Code.

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness* \$50,155,000

*Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

	Maintenance & Operations	Interest & Sinking Fund*	Total	Local Revenue Per Student	State Revenue Per Student
Last Year's Rate	\$1.0450	\$0.0936*	\$1.1386	\$4,266	\$6,272
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$1.3902	\$0.0951*	\$1.4853	\$5,482	\$6,011
Proposed Rate	\$1.0486	\$0.0890*	\$1.1376	\$4,617	\$6,217

*The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both. The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

Comparison of Proposed Levy with Last Year's Levy on Average Residence

	Last Year	This Year
Average Market Value of Residences	\$147,573	\$164,784
Average Taxable Value of Residences	\$119,547	\$132,045
Last Year's Rate Versus Proposed Rate per \$100 Value	\$1.1386	\$1.1376
Taxes Due on Average Residence	\$1,361.16	\$1,502.14
Increase (Decrease) in Taxes		\$140.98

Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.

Notice of Rollback Rate: Because of the Governor's declaration of a disaster in McAllen ISD during Tax year 2016, the highest tax rate the district can adopt under Tax Code Sec. 26.08(a) before requiring voter approval at an election is \$1.13760. This election will be automatically held if the district adopts a rate in excess of the rollback rate of \$1.13760.

Fund Balances

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for operating the district before receipt of the first state aid payment.

Maintenance and Operations Fund Balance(s)	\$77,494,554
Interest & Sinking Fund Balance(s)	\$1,209,962

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying the district's debt service.



Budget Summary Report

2020 - 2021 Actual Budget		Aggregate Expenditures	Per Pupil Expenditures
Instruction			
11	Instruction	\$130,785,675	\$6,054
12	Instructional Resources, Media Services	\$3,646,714	\$169
13	Curriculum Development & Staff Development	\$5,222,339	\$242
95	Payment to Juvenile Justice AEP	\$40,000	\$2
	Total:	\$139,694,728	\$6,467
Instructional Support			
21	Instructional Leadership	\$3,262,907	\$151
23	School Leadership	\$13,969,962	\$647
31	Guidance & Counseling, Evaluation	\$9,986,682	\$462
32	Social Work Services	\$1,942,550	\$90
33	Health Services	\$3,241,358	\$150
36	Co-curricular/ Extra-curricular Activities	\$9,180,083	\$425
	Total	\$41,583,542	\$1,925
Central Administration			
41	General Administration	\$8,772,988	\$406
41	Publish Required Notices	\$32,760	\$2
41	Lobbying	\$5,184	\$0
	Total:	\$8,810,932	\$408

2021 - 2022 "Proposed" Budget		Aggregate Expenditures	Per Pupil Expenditures
Instruction			
11	Instruction	\$126,586,945	\$6,001
12	Instructional Resources, Media Services	\$3,568,402	\$169
13	Curriculum Development & Staff Development	\$4,557,240	\$216
95	Payment to Juvenile Justice AEP	\$40,000	\$2
	Total:	\$134,752,587	\$6,388
Instructional Support			
21	Instructional Leadership	\$3,450,687	\$164
23	School Leadership	\$13,393,257	\$635
31	Guidance & Counseling, Evaluation	\$9,820,599	\$466
32	Social Work Services	\$1,957,232	\$93
33	Health Services	\$2,885,127	\$137
36	Co-curricular/ Extra-curricular Activities	\$9,738,355	\$462
	Total	\$41,245,257	\$1,955
Central Administration			
41	General Administration	\$8,006,016	\$380
41	Publish Required Notices	\$32,160	\$2
41	Lobbying	\$5,300	\$0
	Total:	\$8,043,476	\$381

District Operations			
51	Plant Maintenance & Operations	\$23,405,795	\$1,084
52	Security and Monitoring	\$5,047,043	\$234
53	Data Processing	\$6,903,082	\$320
34	Student Transportation	\$5,369,675	\$249
35	Food Services	\$22,878,277	\$1,059
	Total:	\$63,603,872	\$2,944
Debt Service			
71	Debt Service	\$14,448,988	\$669
Other			
61	Community Service	\$55,307	\$3
81	Facilities Acquisition and Construction	\$31,276,141	\$1,448
91	Contracted Instructional Services Between Public schools	\$0	\$0
92	Incremental Cost Associated with Chapter 41 School Districts	\$0	\$0
93	Payments to Fiscal Agents for Shared Service Arrangements	\$0	\$0
97	Payments to Tax Increment Funds	\$0	\$0
99	Inter-government charges not Defined in Other codes	\$907,579	\$42
	Total:	\$32,239,027	\$1,492

District Operations			
51	Plant Maintenance & Operations	\$20,535,685	\$973
52	Security and Monitoring	\$4,415,229	\$209
53	Data Processing	\$4,429,511	\$210
34	Student Transportation	\$4,049,716	\$192
35	Food Services	\$17,265,197	\$818
	Total:	\$60,695,338	\$2,403
Debt Service			
71	Debt Service	\$12,711,051	\$603
Other			
61	Community Service	\$36,710	\$2
81	Facilities Acquisition and Construction	\$15,297,696	\$725
91	Contracted Instructional Services Between Public schools	\$0	\$0
92	Incremental Cost Associated with Chapter 41 School Districts	\$0	\$0
93	Payments to Fiscal Agents for Shared Service Arrangements	\$0	\$0
97	Payments to Tax Increment Funds	\$0	\$0
99	Inter-government charges not Defined in Other codes	\$939,270	\$45
	Total:	\$16,273,676	\$771

Budget Summary Report – Cont.

Published on District Website.

Public Hearing



The purpose of this meeting is to discuss the 2021-2022 school district's budget and 2021 proposed tax rate. At the conclusion of this presentation public participation is invited.

Please visit our homepage at www.mcallenisd.org, and click on Public Hearing to participate in public comments. You can either request to be invited by email to speak at the conclusion of the presentation or leave a comment which will be read aloud at the conclusion of this presentation.

Appropriations by Function

2021-2022 Accelerated Instruction Funds

	State Compensatory Fund
11 - INSTRUCTION	\$ 89,550
12 - INSTRUCTIONAL RES & MEDIA SERV	-
13 - CURR DEV & INSTRUCTIONAL DEV	1,115
23 - SCHOOL LEADERSHIP	100
31 - COUNSEL AND EVALUATION	-
61 - COMMUNITY SERVICES	-
Total Appropriations	\$ 90,765

2021-2022 Budget Summary

General, Debt Service and Capital Projects Funds

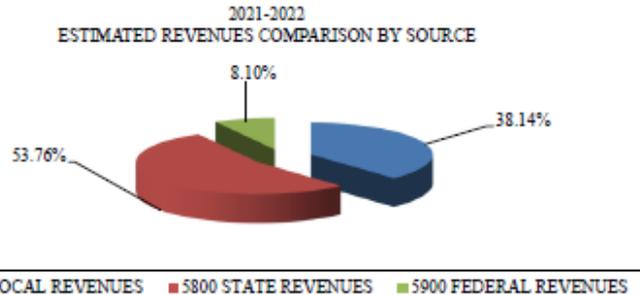
	General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
5700 LOCAL REVENUES	\$ 88,097,580	\$ 6,644,732	\$ -	\$ 94,742,312
5800 STATE REVENUES	133,383,459	161,168	-	133,544,627
5900 FEDERAL REVENUES	20,132,664	-	-	20,132,664
<i>FUND BALANCE CONTRIBUTIONS:</i>				
599 DEBT SERVICE FUND	-	-	-	-
619 MISD MTN-2020	-	-	1,408,466	1,408,466
620 MTN-2020	-	-	12,322,428	12,322,428
698 MISD CAPITAL PROJECTS	-	-	1,746,802	1,746,802
Total Revenues and Fund Balance	\$ 241,613,703	\$ 6,805,900	\$ 15,477,696	\$ 263,897,299

	General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
11 INSTRUCTION	\$ 126,586,945	\$ -	\$ -	\$ 126,586,945
12 INSTRUCTIONAL RES & MEDIA SERV	3,568,402	-	-	3,568,402
13 CURR DEV & INSTRUCTIONAL DEV	4,557,240	-	-	4,557,240
21 INSTRUCTIONAL LEADERSHIP	3,450,687	-	-	3,450,687
23 SCHOOL LEADERSHIP	13,393,257	-	-	13,393,257
31 GUIDANCE COUNSELING AND EVAL	9,820,599	-	-	9,820,599
32 SOCIAL WORK SERVICES	1,957,232	-	-	1,957,232
33 HEALTH SERVICES	2,885,127	-	-	2,885,127
34 STUDENT TRANSPORTATION	4,049,716	-	-	4,049,716
35 FOOD SERVICES	17,265,197	-	-	17,265,197
36 EXTRACURRICULAR ACTIVITIES	9,738,355	-	-	9,738,355
41 GENERAL ADMINISTRATION	8,043,476	-	-	8,043,476
51 FACILITIES MAINT & OPERATIONS	20,349,685	-	186,000	20,535,685
52 SECURITY AND MONITORING SERV	4,415,229	-	-	4,415,229
53 DATA PROCESSING SERVICES	4,429,511	-	-	4,429,511
61 COMMUNITY SERVICES	36,710	-	-	36,710
71 DEBT SERVICE	5,905,151	6,805,900	-	12,711,051
81 FACILITIES ACQ & CONSTRUCTION	6,000	-	15,291,696	15,297,696
95 PYMTS TO JUVENILE JUSTICE	40,000	-	-	40,000
89 OTHER INTERGOVT CHARGES	939,270	-	-	939,270
8900 OTHER USES	85,000	-	-	85,000
Total Appropriations	\$ 241,522,789	\$ 6,805,900	\$ 15,477,696	\$ 263,806,385

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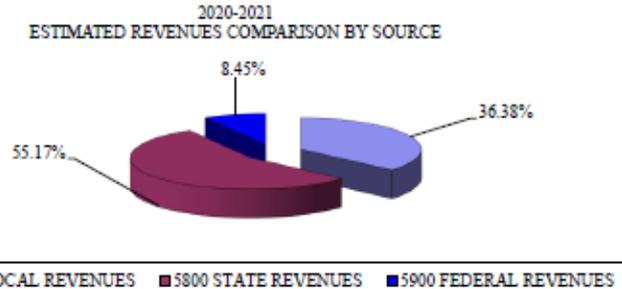
Two Year Budget Comparison of Revenues by Object Code General, Debt Service and Capital Projects Funds

Revenue Code	Description	Percent of Total	Proposed Budget 2021-2022 07/01/2021	Revenues Per ADA	Percent of Total	Original Budget 2020-2021 07/01/2020	Revenues Per ADA
5700	LOCAL REVENUES	38.14%	\$ 94,742,312	\$ 4,788	36.38%	\$ 90,958,108	\$ 4,515
5800	STATE REVENUES	53.76%	133,544,627	6,749	55.17%	137,939,170	6,847
5900	FEDERAL REVENUES	8.10%	20,132,664	1,017	8.45%	21,131,995	1,049
	Total	100.00%	\$ 248,419,603	\$ 12,554	100.00%	\$ 250,029,273	\$ 12,411
7900	OTHER RESOURCES		-	-		-	-
<i>FUND BALANCE CONTRIBUTIONS</i>							
	599 DEBT SERVICE FUND		-	-		-	-
	619 MISD MTN-2020		1,408,466	71		1,656,293	82
	620 MTN-2020		12,322,428	623		20,959,770	1040
	698 MISD CAPITAL PROJECTS		1,746,802	88		2,875,239	143
	Grand Total		\$ 263,897,299	\$ 13,336		\$ 275,520,575	\$ 13,676



2021-2022 ADA 19,787

18



2020-2021 ADA 20,146

Two Year Budget Comparison of Appropriations by Object Code General, Debt Service and Capital Projects Funds

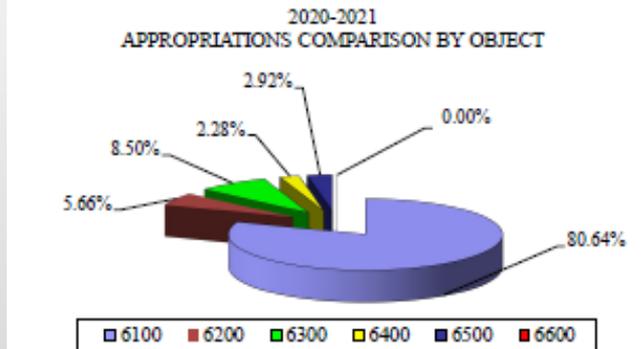
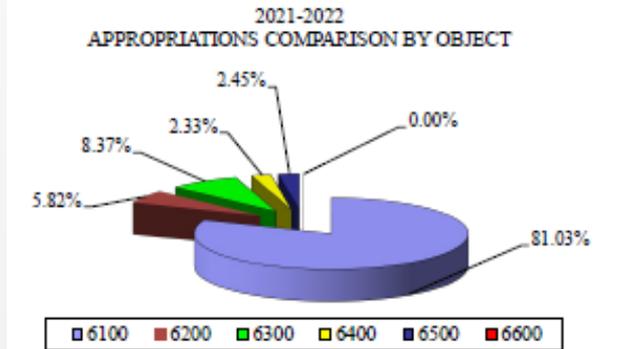
Object Code	Description	Percent of Total	Proposed Budget 2021-2022 07/01/2021	Percent of Total	Original Budget 2020-2021 07/01/2020
GENERAL FUND					
6100	PAYROLL COSTS	81.03%	\$ 195,639,733	80.64%	\$ 195,333,665
6200	PROF & CONTRACTED SERVICES	5.82%	14,064,943	5.66%	13,706,819
6300	SUPPLIES & MATERIALS	8.37%	20,212,420	8.50%	20,584,595
6400	OTHER OPERATING COSTS	2.33%	5,615,542	2.28%	5,532,967
6500	DEBT SERVICE	2.45%	5,905,151	2.92%	7,073,589
6600	CAPITAL OUTLAY	0.00%	-	0.00%	-
	Total	100.00%	\$ 241,437,789	100.00%	\$ 242,231,635
DEBT SERVICE FUND					
599	DEBT SERVICE FUND		6,805,900		6,912,500
CAPITAL PROJECTS FUNDS					
619	MISD MTN-2020		1,408,466		1,656,293
620	MTN-2020		12,322,428		20,959,770
698	MISD CAPITAL PROJECTS		1,746,802		2,875,239
OTHER USES \$xxx					
			85,000		85,330
	Grand Total		\$ 263,806,385		\$ 274,720,767

Payroll Costs - Percent of Total less
*Non-Monetary On-Behalf

*80.13%

*79.63%

19



Appropriations – Budget Summary General, Debt Service and Capital Projects Funds

	Proposed Budget 2021-2022 07/01/2021	Original Budget 2020-2021 07/01/2020	Difference
<i>GENERAL FUND</i>			
101 FOOD SERVICE	\$ 17,265,197	\$ 17,155,190	\$ 110,007
155 COLLEGE CAREER MILITARY READIN	1,072,555	974,600	97,955
156 EARLY EDUCATION ALLOTMENT	3,870,262	4,000,797	(130,535)
157 DYSLEXIA	893,904	711,357	182,547
158 SCHOOL SAFETY ALLOTMENT	202,284	200,665	1,619
162 CAREER TECHNICAL ED	8,306,181	7,290,637	1,015,544
163 ADV LEARNERS/G&T	721,333	721,640	(307)
164 BILINGUAL/ESL	2,526,296	2,512,761	13,535
173 SPECIAL EDUCATION	16,827,754	15,630,518	1,197,236
183 ATHLETICS	6,371,286	6,187,074	184,212
184 FINE ARTS	2,284,508	2,363,380	(78,872)
193 STATE COMPENSATORY	14,311,130	13,780,196	530,934
195 ADVERTISING	206,250	206,250	-
197 MAINTENANCE TAX NOTES	3,926,152	3,920,240	5,912
199 GENERAL FUND	<u>162,652,697</u>	<u>166,576,330</u>	<u>(3,923,633)</u>
	<u>\$ 241,437,789</u>	<u>\$ 242,231,635</u>	<u>\$ (793,846)</u>
<i>DEBT SERVICE FUND</i>			
599 DEBT SERVICE FUND	<u>\$ 6,805,900</u>	<u>\$ 6,912,500</u>	<u>\$ (106,600)</u>
	<u>\$ 6,805,900</u>	<u>\$ 6,912,500</u>	<u>\$ (106,600)</u>
<i>CAPITAL PROJECTS FUND</i>			
619 MISD MTN-2020	\$ 1,408,466	\$ 1,656,293	\$ (247,827)
620 MTN-2020	12,322,428	20,959,770	(8,637,342)
698 MISD CAPITAL PROJECTS	1,746,802	2,875,239	(1,128,437)
	<u>\$ 15,477,696</u>	<u>\$ 25,491,302</u>	<u>\$ (10,013,606)</u>
Sub-Total All Funds	\$ 263,721,385	\$ 274,635,437	\$ (10,914,052)
	20		
Other Uses Sixxx	<u>\$ 85,000</u>	<u>85,330</u>	<u>(330)</u>
Total All Funds	<u>\$ 263,806,385</u>	<u>\$ 274,720,767</u>	<u>\$ (10,914,382)</u>

Public Hearing

McAllen ISD thanks you for your continued support!

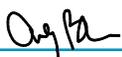
The purpose of this meeting is to discuss the 2021-2022 school district's budget and 2021 proposed tax rate. At the conclusion of this presentation public participation is invited.

Please visit our homepage at www.mcallenisd.org, and click on Public Hearing to participate in public comments. You can either request to be invited by email to speak at the conclusion of the presentation or leave a comment which will be read aloud at the conclusion of this presentation.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: 

SUPERVISOR: 
Arely Benavides (Jun 10, 2021 10:18 CDT)

Approved for presentation to the Board of Education:



22 _____
Superintendent of Schools

Report Regarding



Facilities Maintenance & Operations Projects



23

June 14, 2021

Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects:

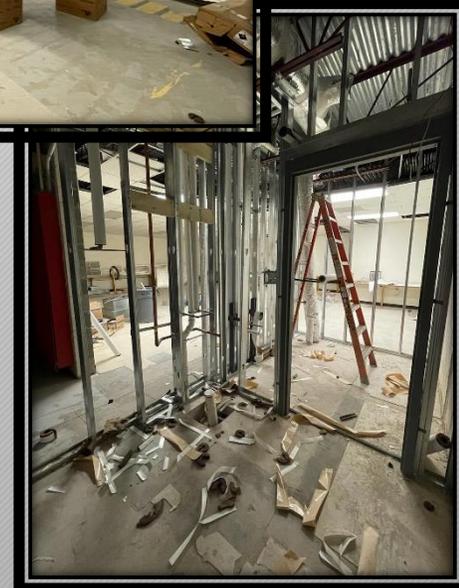
- **Agricultural Learning Center**
- **Fire Alarms (6)**
Jackson ES, Cathey MS, Castaneda ES,
Travis MS, Navarro, and Crockett
- **Intercoms (9)**
Alvarez ES, Wilson ES, Brown MS,
Fossum MS, Perez ES, Hendricks ES,
Garza ES, Gonzalez ES, and Fields ES



Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects:

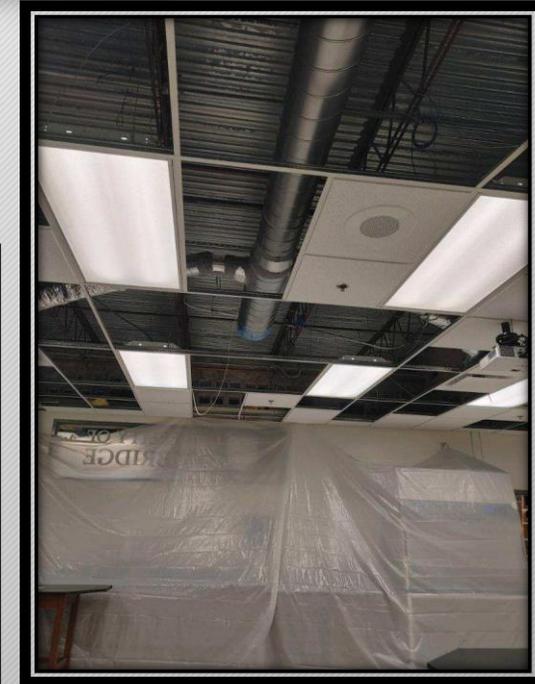
- **Culinary Arts Lab Renovation at A.E.C.H.S.**
- **District Wide Bottle Filler Water Fountain Installation 184 Units**
- **District Wide Installation of Air Purification Systems**
- **Memorial HS Roof Replacement**
- **CMAR Stadium Pressbox**



Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects:

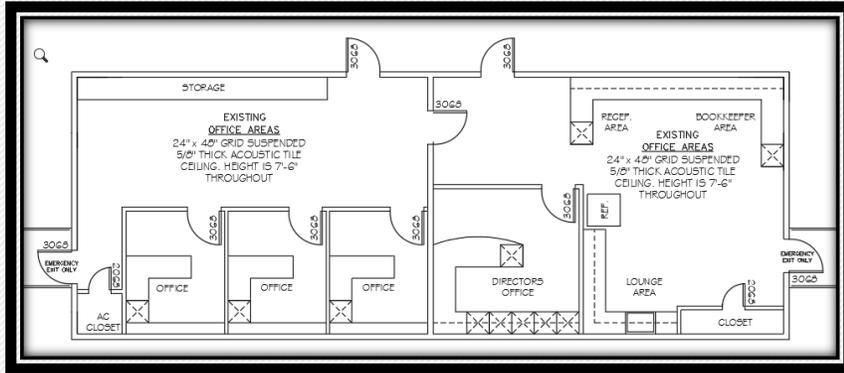
- **McAllen HS HVAC Improvements Phase II**
- **Rowe HS Softball Field
Lighting Improvements**
- **Restroom Partitions Replacement (5)
Rayburn ES, Gonzalez ES, Escandon ES,
Morris MS, and Travis MS**



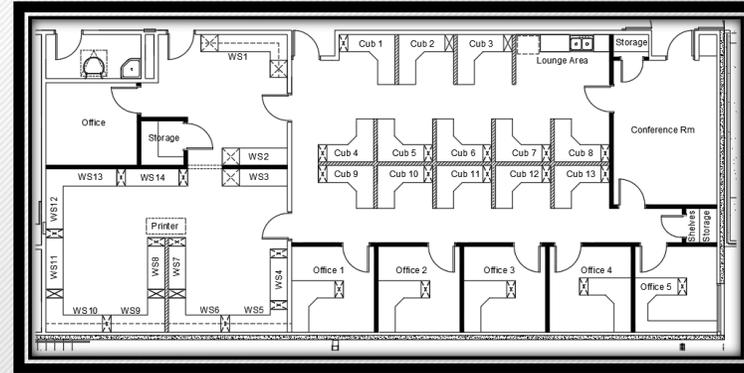
Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects

Portable Remodel for Tech Center at A.E.C.H.S.



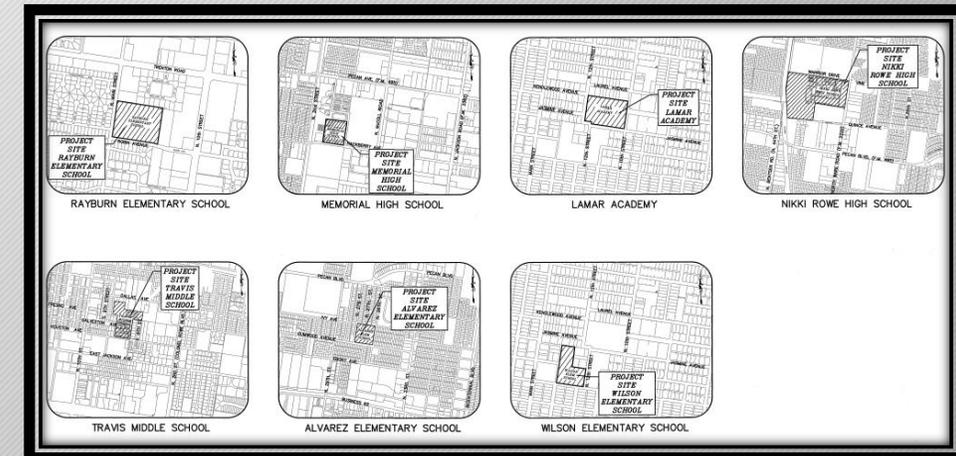
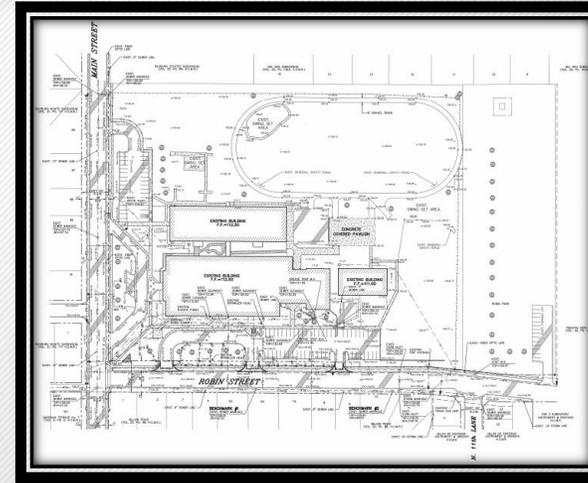
Technology Relocation Remodel



Report Regarding Facilities Maintenance & Operations Projects

Upcoming Projects:

- **Restroom Partitions Replacement (2)
McAllen HS and Memorial HS**
- **Paving Projects (7)
Lamar Academy, Travis MS, Rowe HS,
Alvarez ES, Wilson ES, Memorial HS, and
Rayburn ES**



Report Regarding Facilities Maintenance & Operations Projects

2021 Graduations At McAllen Veterans Memorial Stadium



Report Regarding Facilities Maintenance & Operations Projects

**Work Orders
Submitted/Completed**

May 2021

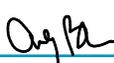
257 / 184



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: 
Elizabeth Cavazos (Jun 10, 2021 16:36 CDT)

SUPERVISOR: 
Arely Benavides (Jun 10, 2021 16:38 CDT)

Approved for presentation to the Board of Education:



31 _____
Superintendent of Schools



Report Regarding Enrollment: Transfers

June 14, 2021

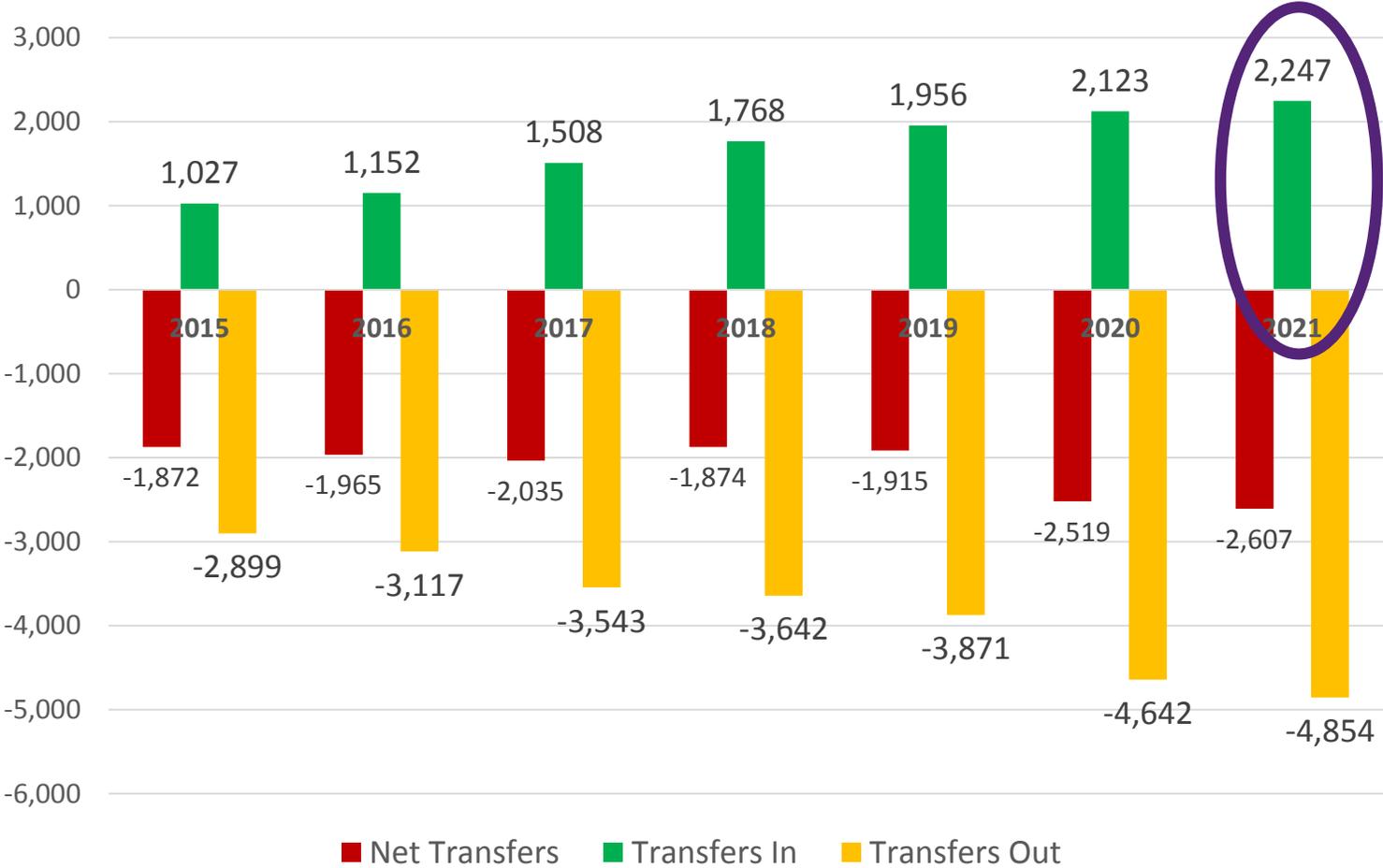
Lisa Cavazos, Director

Strategic Partnerships & Student Outreach

Report Regarding Enrollment – Quarterly Road Map



McAllen ISD Transfer Activity: 7-year trend

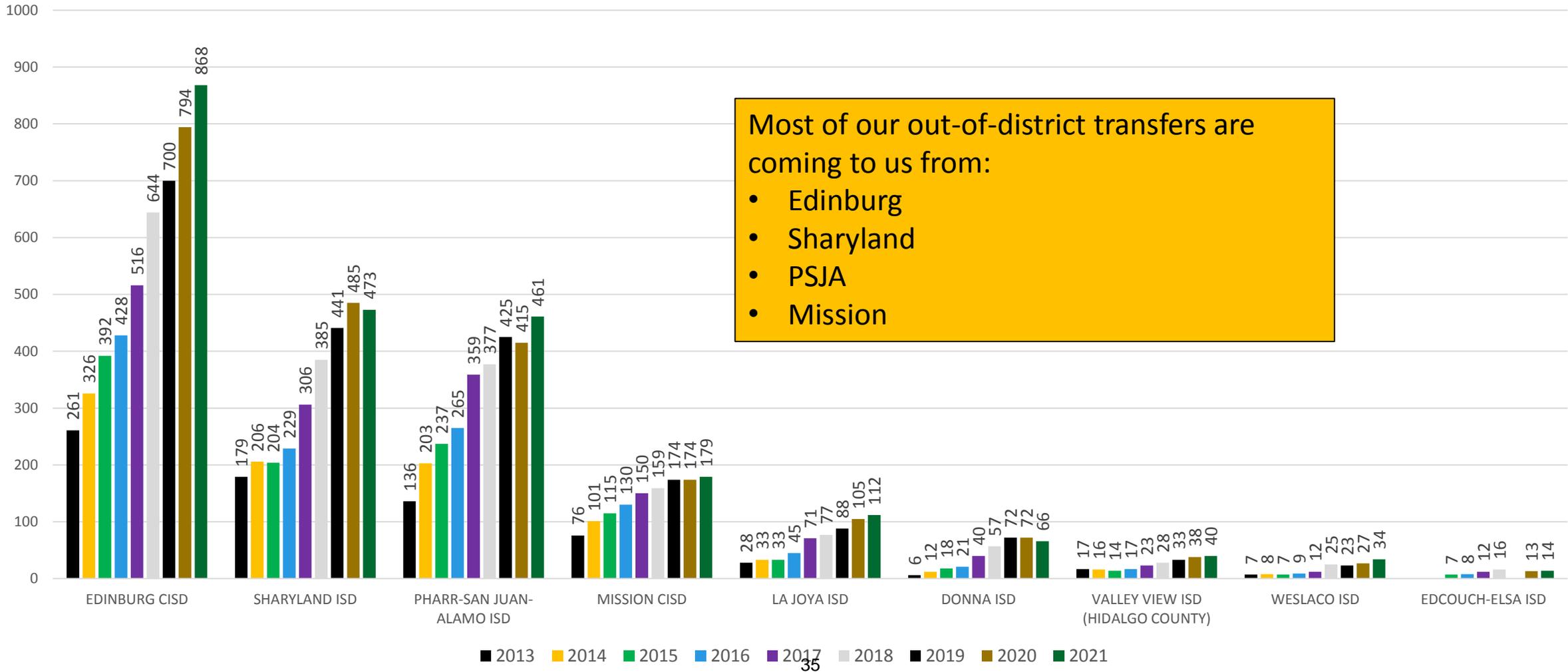


We have been swapping students with districts all along.

Out-of-district transfers into McAllen ISD are increasing: 50% over the last five years
Transfers OUT of McAllen ISD are increasing: 57% over the last five years.

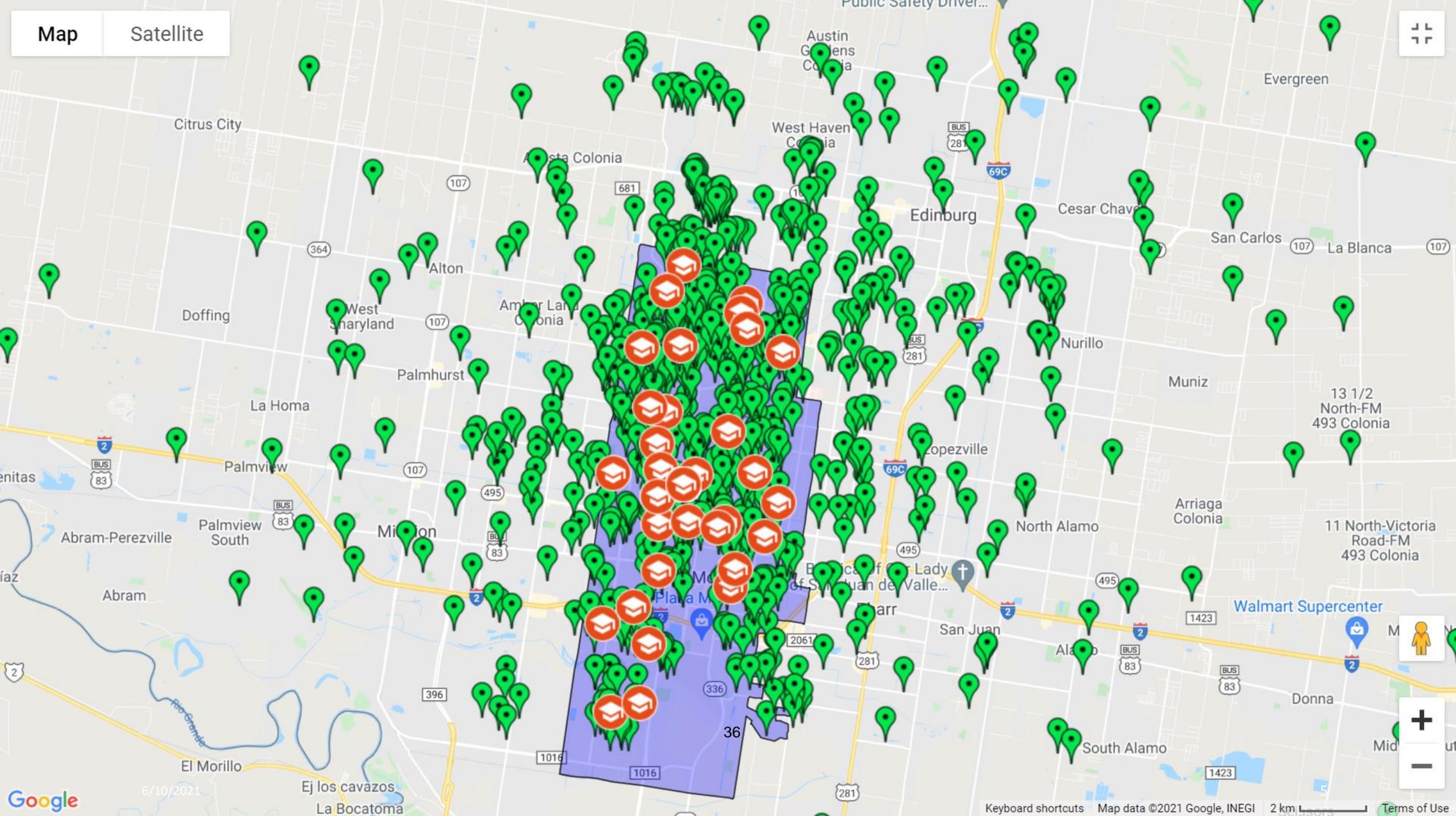
Out-of-District Transfers –by home district

9-year trends



Map

Satellite



For 2021-22 school year

969 total transfer approvals

401 NEW to McAllen ISD (+16% from last year)

118 – Edinburg CISD

45 – Sharyland ISD

31 – PSJA ISD

7 – Mission CISD

174 - **McAllen⁺ ISD**

26 – Neighboring district

25 – charter school

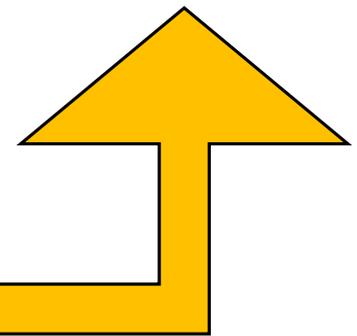
21 – private school

11 – homeschool

7 – magnet

84 – other (new to school)

This is our
PreK/ Build the
base strategy
at work!



For 2021-22 school year

969 total transfer approvals

207 continuing with McAllen ISD, zoned elsewhere

60 – Edinburg	5 - Valley View
50 – Sharyland	2 – Edcouch Elsa
49 – PSJA	1 – Weslaco
18 - Mission	1 – Hidalgo
12- Donna	
8 – La Joya	1 - Roma

These are students who were already on an out-of-district transfer and are moving buildings, OR who were already with us and moved out of district and are choosing to stay with us.

Reason for transfer request (in-district)	Count	Percent	Reason for transfer (out-of-district)	Count	Percentage
Academics	199	26.68%	Academics	125	22.12%
Other	173	23.19%	Other	93	16.46%
Sibling currently at campus	108	14.48%	Change of address	82	14.51%
Change of address	57	7.64%	Parents works within city limits	68	12.04%
Parents works within city limits	51	6.84%	Sibling currently at campus	58	10.27%
IB Program	40	5.36%	Parent is an Employee at Requested Campus	43	7.61%
Parent is an Employee at Requested Campus	28	3.75%	IB Program	34	6.02%
Dual Language	25	3.35%	Parent is an Employee at Other Campus	23	4.07%
Parent is an Employee at Other Campus	24	3.22%	Dual Language	17	3.01%
Aftercare provided within city limits	20	2.68%	Aftercare provided within city limits	16	2.83%
Universal Pre-K program	20	2.68%	Employee at Departments, Non-Campus	3	0.53%
Employee at Departments, Non-Campus	1	0.13%	Universal Pre-K program	3	0.53%

Grade level breakdown All transfers

Grade Level	Count	Percent
5	302	23.04%
8	248	18.92%
NA	201	15.33%
pk	122	9.31%
k	75	5.72%
3	65	4.96%
1	61	4.65%
4	45	3.43%
7	39	2.97%
2	38	2.90%
9	35	2.67%
10	31	2.36%
6	28	2.14%
11	21	1.60%

- Transition grades
 - New building
 - Aging out of private/
Montessori
 - Looking for a traditional high school experience
- New PreK and Kinder students

Grade level breakdown Out-of-district

Grade Level	Count	Percent
8	118	20.96%
5	113	20.07%
NA	90	15.99%
pk	51	9.06%
k	35	6.22%
3	30	5.33%
1	28	4.97%
7	23	4.09%
4	17	3.02%
9	14	2.49%
6	13	2.31%
2	12	2.13%
11	11	1.95%
10	8	1.42%

Based on Attendance					
School of Attendance Name	ZONED	ID	OOD	MISSING	Grand Total
Alvarez Elementary	225	81	30	4	340
Bonham Elementary	122	38	12	1	173
Castaneda Elementary	299	140	51	11	501
DC1		7		16	23
DC3		6		4	10
DC6		5		16	21
DC8				21	21
Escandon Elementary	197	55	37	2	291
RS9		7		51	58
Fields Elementary	314	92	80	3	489
Garza Elementary	359	85	49	1	494
Gonzalez Elementary	569	115	141	17	842
Hendricks Elementary	248	107	78	5	438
Houston Elementary	321	96	36	3	456
HS1		136		76	212
HS3		80		33	113
Jackson Elementary	449	78	59	9	595
McAuliffe Elementary	234	151	32	3	420
Milam Elementary	470	229	108	5	812
Perez Elementary	277	111	119	4	511
Rayburn Elementary	255	146	85	7	493
Roosevelt Elementary	311	118	25	2	456
Sanchez Elementary	292	98	127	4	521
Seguin Elementary	417	128	34	14	593
Thigpen/Zavala Elem.	308	51	35		41 394
Wilson Elementary	323	97	28	6	454
	5990	2257	1166	318	9731

Based on attendance:

Zoned: student is zoned to that school

ID: student is in-district transferred to that school

OOD: student is out-of-district transferred to that school

Based on Attendance					
School of Attendance Name	ZONED	ID	OOD	MISSING	Grand Total
Brown Middle School	557	30	32	3	622
RS4		4		21	25
Cathey Middle School	593	209	162	6	970
De Leon Middle School	584	173	41	1	799
IB4		66	1	16	83
Fossum Middle School	623	151	115	8	897
Morris Middle School	499	293	196	10	998
Travis Middle School	480	39	31	10	560
I & G Center		2			2
	3336	967	578	75	4956
Achieve ECHS		371	54	1	426
Lamar Academy		104	10	1	115
IB1		56		11	67
IB2		126		34	160
IB6		59		49	108
McAllen High School	1444	404	220	23	2091
Memorial High School	1498	215	217	5	1935
RS2		4		34	38
Rowe High School	1450	267	168	13	1898
ST1		17		5	22
ST2		18		1	19
ST6		11		3	14
I & G Center		5		1	6
	4392	1657	669	181	6899

Based on attendance:

Zoned: student is zoned to that school

ID: student is in-district transferred to that school

OOD: student is out-of-district transferred to that school



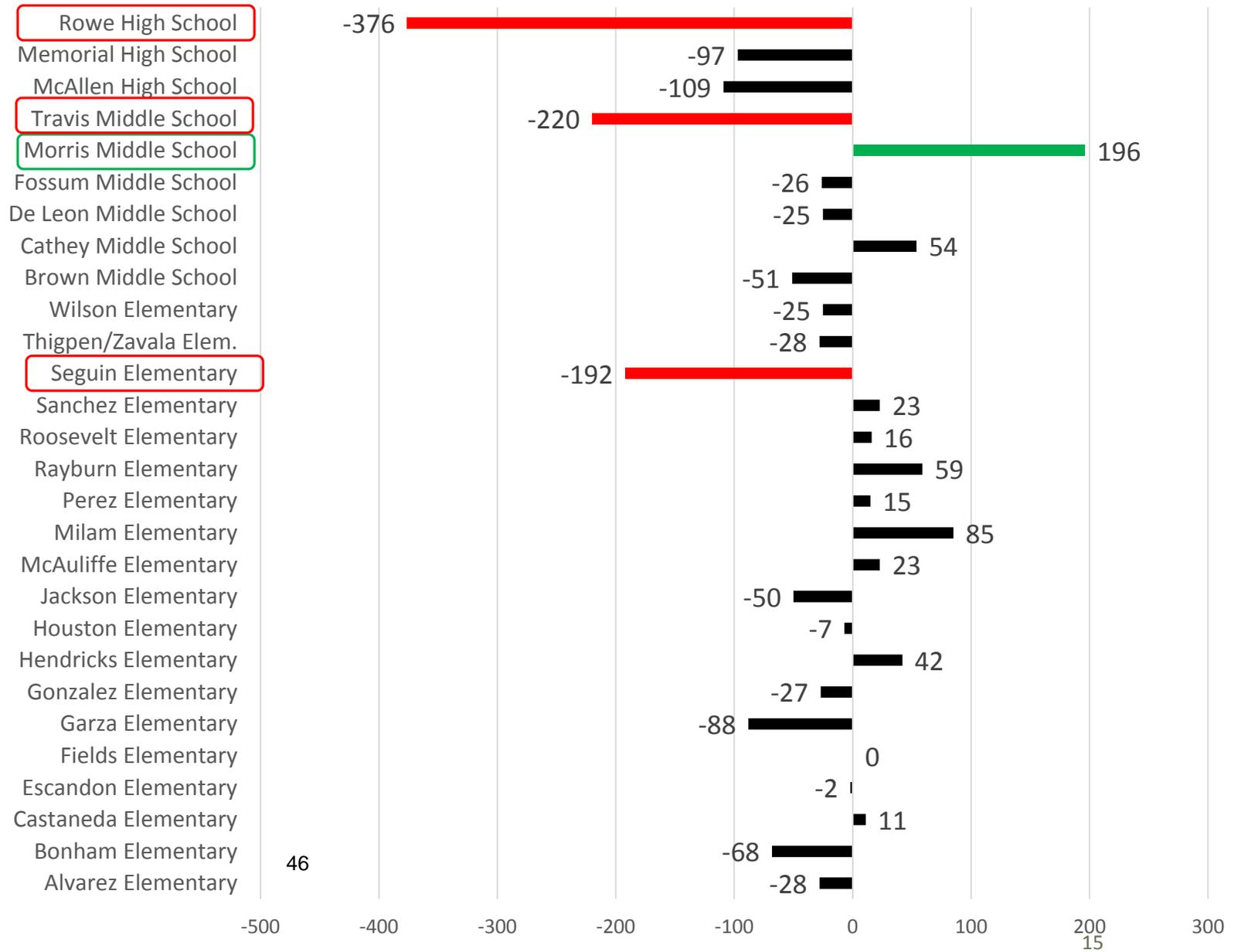
What if our students attended
the schools they were zoned
to?

School of Residence Name	ZONED	ID	OOD	MISSING	Grand Total	Difference
Alvarez Elementary	225	109			334	-6
Bonham Elementary	122	106			228	55
Castaneda Elementary	299	129			428	-73
Escandon Elementary	197	57			254	-37
Fields Elementary	314	92			406	-83
Garza Elementary	359	173			532	38
Gonzalez Elementary	569	142			711	-131
Hendricks Elementary	248	65			313	-125
Houston Elementary	321	103			424	-32
Jackson Elementary	449	128			577	-18
McAuliffe Elementary	234	128			362	-58
Milam Elementary	470	144			614	-198
Perez Elementary	277	96			373	-138
Rayburn Elementary	255	87			342	-151
Roosevelt Elementary	311	102			413	-43
Sanchez Elementary	292	75			367	-154
Seguin Elementary	417	320			737	144
Thigpen/Zavala Elem.	308	79			387	-7
Wilson Elementary	323	122			445	-9
Out Of District		44	1166		1166	

School of Residence Name	ZONED	ID	OOD	MISSING	Grand Total	Difference
Brown Middle School	557	81			638	16
Cathey Middle School	593	155			748	-222
De Leon Middle School	584	198			782	-17
Fossum Middle School	623	177			800	-97
Morris Middle School	499	97			596	-402
Travis Middle School	480	259			739	179
Out Of District			578		578	
Middle School Totals	3336	967	578	75	4956	
McAllen High School	1444	513			1957	-134
Memorial High School	1498	501			1999	64
Rowe High School	1450	643			2093	195
Out Of District			669		669	
High School Totals	4392	1657	669	181	6899	

Our own campuses trade students. This chart shows net transfer activity.

Net In-District Transfer Activity



For 2021-22 school year

969 total transfer approvals

401 NEW to McAllen ISD (+16% from last year)

118 – Edinburg CISD

45 – Sharyland ISD

31 – PSJA ISD

7 – Mission CISD

174 - **MC^{A+}ALLEN ISD**

26 – Neighboring district

25 – charter school

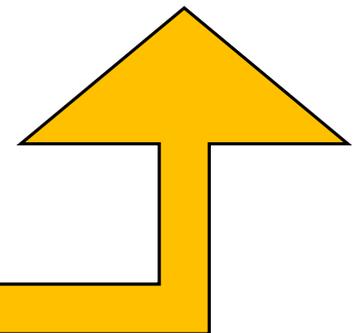
21 – private school

11 – homeschool

7 – magnet

84 – other (new to school)

This is our
PreK/ Build the
base strategy
at work!



Summer Focus:

Ongoing RECRUITMENT of new students via community events, and boots on the ground.

RECAPTURE of students who have disconnected from McAllen ISD via targeted outreach.

RETENTION of students who are on track to join us in August via a 3-phase nurture campaign for summer 2021.

#SPSOSummer2021



48



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 2, 2021

SUBMITTED BY: _____

SUPERVISOR: 
Arely Benavides (Jun 10, 2021 16:53 CDT)

Approved for presentation to the Board of Education:



49 _____
Superintendent of Schools

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021 _____

Alexandra Borsaglia
SUBMITTED BY: _____

Cynthia Medrano-Richards
SUPERVISOR: _____

Approved for presentation to the Board of Education:

J. Alexander

50 _____
Superintendent of Schools

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBJECT: Report Regarding Interlocal Cooperative Agreement No. 2020-002 Texas Association of School Board (TASB) Purchasing Cooperative Buyboard

REFERENCE: Goal 4 - Financial Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Texas Association of School Board (TASB) Buyboard is a customized electronic purchasing system which is administered through the Local Government Purchasing Cooperative. The Agency was created in accordance with Section 791.001 of the Texas Government Code. Its purpose is to provide efficiencies for members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services. Membership is free and the District benefits from the Purchasing Cooperatives.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The District utilizes the Contracts available through Purchasing Cooperatives as an additional resource for the acquisition of goods and services for students and staff on an as-needed basis. Additionally, in accordance with Texas Education Code, Chapter 44, Section 44.0331 - Management Fees Under Certain Cooperative Purchasing Contracts, a school district is required to report the fees paid for purchases through Interlocal Cooperative Agreements, if any.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

The District paid \$1,600 last year in management fees for vehicle purchases, using budgeted funds.

RECOMMENDED BOARD ACTION:

This item is for informational purposes.

Alejandra Gonzalez
SUBMITTED BY: _____

Cynthia Medrano-Richards
SUPERVISOR: _____

For further information contact:
Name: Alejandra Gonzalez
Office: 956-632-3241
email: alejandra.gonzalez@mcallenisd.net

Approved for presentation to the Board of Education:

J. A. Douglas

51

Superintendent of Schools



Encumbered Accounts Report 7/1/2020 - 5/28/2021
 PO8092106669 - Rush Truck Centers of Texas LP

Display Order	Quantity	Unit Cost	Amount	Description	Commodity Code	Commodity Description	Purchase Order Accounting Info
1				Purchased through BuyBoard contract # 630-20. Buy Board Fee/Contract # 630-20 Year 2022			
2	2.00000	103,676.00000	\$207,352.00	Gas	071-15	BUSES COMPLETE SCHOOL CONVENTI	199 E 34 6631 1P 809 0 99 W AF \$207352.00
3	1.00000	800.00000	\$800.00	Buy Board Fee/Contract # 630-20 Buy Board Fee/Contract # 630-20 Year 2022	963-39	FEES (NOT OTHERWISE CLASSIFIED)	199 E 34 6631 1P 809 0 99 W AF \$800.00
4	2.00000	107,537.00000	\$215,074.00	Diesel	071-15	BUSES COMPLETE SCHOOL CONVENTI	199 E 34 6631 1P 809 0 99 W AF \$215074.00
5	1.00000	800.00000	\$800.00	Buy Board Fee/Contract # 630-20.	963-39	FEES (NOT OTHERWISE CLASSIFIED)	199 E 34 6631 1P 809 0 99 W AF \$800.00

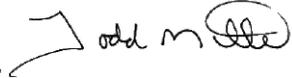
PO Total: \$424,026.00

Total BuyBoard Fees: \$1,600.00

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: _____

SUPERVISOR: 

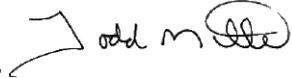
Approved for presentation to the Board of Education:



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:

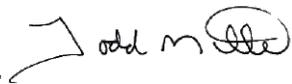


54 _____
Superintendent of Schools Jun 9, 2021

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:

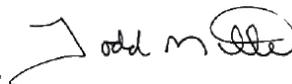


55 _____
Superintendent of Schools Jun 9, 2021

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021 _____

SUBMITTED BY: _____

SUPERVISOR:  _____

Approved for presentation to the Board of Education:

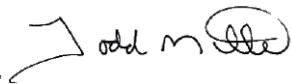


56 _____
Superintendent of Schools Jun 9, 2021

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

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SUPERVISOR: 

Approved for presentation to the Board of Education:

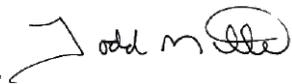


57 _____
Superintendent of Schools Jun 9, 2021

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:



58 _____
Superintendent of Schools Jun 9, 2021

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: _____

SUPERVISOR: *Sam Saldivar, Jr.*
Sam Saldivar, Jr. (Jun 9, 2021 16:56 CDT)

Approved for presentation to the Board of Education:

J. A. Douglas

59 _____
Superintendent of Schools Jun 9, 2021

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: *Lilia Sandoval Silva*

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:

J. X. O'Leary

60 _____
Superintendent of Schools

2021-1007

RFP - Career and Technology Materials, Supplies, Equipment and Related Services Discount-from-List (Round 4)

No.	Responding Supplier	City	State	Recommendation
1	ACP Direct (Affordable Computer Products, Inc.)	Dallas	TX	Qualified
2	Ace Mart Restaurant Supply	San Antonio	TX	Qualified
3	Cengage Learning, Inc	Mason	OH	Qualified
4	HiEd inc (Moore)	Allen	TX	Qualified
5	Maxi Aids	Farmingdale	NY	Qualified
6	Oxford University Press	Cary	NC	Qualified
7	Piraino Consulting Inc.	College Station	TX	Qualified
8	TestOut Corporation	Pleasant Grove	UT	Qualified
9	Xello Inc.	Toronto	ON	Qualified
10	Youthlight, Inc.	Chapin	SC	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: *Jenny Ann Vega*

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:

J. X. O'Connell

62 _____
Superintendent of Schools

2021-1000R

RFP - Library Books, e-Books, Textbooks, Audiovisual Materials and Instructional Reading Materials Discount-from-List (Round 6)

No.	Responding Supplier	City	State	Recommendation
1	Continental (The Continental Press Inc)	Elizabethtown	PA	Qualified
2	Dr. Ruby K. Payne dba aha! Process, Inc.	Highlands	TX	Qualified
3	Lectorum Publications, Inc.	Lyndhurst	NJ	Qualified
4	Nystrom Education;The Center for Learning;MindSparks;The Writing Company;Interact;Good Year Books;School Counselor Resources;Classroom Health Resource (Social Studies School Service)	Culver City	CA	Qualified
5	Okapi Educational Publishing	Temecula	CA	Qualified
6	OverDrive, Inc.	Cleveland	OH	Qualified
7	Pacific Learning	Cypress	CA	Qualified
8	Scholastic Library Publishing, Inc.	New York	NY	Qualified
9	Social Thinking	Santa Clara	CA	Qualified
10	TestOut Corporation	Pleasanton Grove	UT	Qualified
11	The Reading Warehouse Inc	North Charleston	SC	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: *Maribelle Elizondo (Spec Ed)*
Maribelle Elizondo (Spec Ed) (Jun 10, 2021 12:06 CDT)

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:

J. X. O'Sullivan

64 _____
Superintendent of Schools

RFP 2021-1010 Physical, Occupational, and Speech Therapy Services for Special Education

No.	Responding Supplier	City	State	Recommendation
1	ABC Therapy, Inc.	Edinburg	TX	Qualified
2	AMN Allied Services, LLC	BROOMFIELD	CO	Qualified
3	EBS Healthcare	West Chester	PA	Qualified
4	Life Span Rehabilitation Center, LLC	San Juan	TX	Qualified
5	Lighthouse Therapy LLC	Pleasant Lake	MI	Qualified
6	Orange Tree Staffing, LLC	Winter Park	FL	Qualified
7	Soliant Health	Peachtree Corners	GA	Qualified
8	The Stepping Stones Group, LLC	Atlanta	GA	Qualified
9	Therapia Staffing (Gifted Nurses LLC)	Metairie	LA	Qualified
10	Translation & Interpretation Network (Catholic Charities Diocese of Fort Worth, Inc.)	Fort Worth	TX	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: *Rosalba De Hoyos*

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:

J. Alexander

66 _____
Superintendent of Schools

	Responding Supplier	City	State	Recommendation
1	Aaron Daffern Consulting	River Oaks	TX	Qualified
2	Accelerate Learning Inc.	Houston	TX	Qualified
3	Achieve3000, Inc.	Red Bank	NJ	Qualified
4	ACT, Inc.	Iowa City	IA	Qualified
5	Camp Fire First Texas	Fort Worth	TX	Qualified
6	Capturing Kids' Hearts (The Flippen Group, LLC)	College Station	TX	Qualified
7	Carnegie Learning, Inc.	Pittsburgh	PA	Qualified
8	Cengage Learning, Inc	Mason	OH	Qualified
9	Center for Student Achievement Solutions, LLC	New York	NY	Qualified
10	Coach Meger Fitness Games	Plano	TX	Qualified
11	Continental (The Continental Press Inc)	Elizabethtown	PA	Qualified
12	Continued.com, LLC	Dallas	TX	Qualified
13	Creative Education Institute	Waco	TX	Qualified
14	DreamBox Learning, Inc.	Bellevue	WA	Qualified
15	Eduphoria! Incorporated	Plano	TX	Qualified
16	Empower Educational Consulting	Chandler	AZ	Qualified
17	Estrellita, Inc.	Englewood	CO	Qualified
18	Exploros, Inc.	Attleboro	MA	Qualified
19	Eye On Mastery	San Antonio	TX	Qualified
20	Foundations In Teaching	Mission	TX	Qualified
21	HighScope Educational Research Foundation	Ypsilanti	MI	Qualified
22	Houghton Mifflin Harcourt Publishing Company	Geneva	IL	Qualified
23	Houston Education Leadership Partners, LLC	Houston	TX	Qualified
24	Institute for Multi-Sensory Education (IMSE)	Southfield	MI	Qualified
25	John Jones Media, LLC	Chicago	CO	Qualified
26	Kaeden Publishing	Rocky River	OH	Qualified
27	Kagan Professional Development	San Clemente	CA	Qualified
28	Lakeshore Learning Materials (Lakeshore Equipment Company)	Carson	CA	Qualified
29	Learning Without Tears (No Tears Learning)	Gaithersburg	MD	Qualified
30	Lupe Lloyd & Associates, Inc.	San Antonio	TX	Qualified
31	Maps101 / Maps.com (Maps.com LLC)	Santa Barbara	CA	Qualified
32	Maria Luisa Salcines	mcAllen	TX	Qualified
33	Mentoring Minds, L.P.	Tyler	TX	Qualified
34	National Training Network	Greensboro	NC	Qualified
35	NSTA-National Science Teaching Association	Arlington	VA	Qualified
36	Osmo for Schools (Tangible Play, Inc.)	Palo Alto	CA	Qualified
37	Pacific Learning	Cypress	CA	Qualified
38	Pear Deck, Inc. (Pear Deck Inc., a subsidiary of Liminex, Inc. dba GoGuardian)	El Segundo	CA	Qualified
39	Read Naturally (Read Naturally, Inc.)	St. Paul	MN	Qualified
40	Renaissance Learning, Inc.	Wisconsin Rapids	WI	Qualified
41	Renryder LLC. dba Sylvan Learning	Pharr	TX	Qualified
42	Richard C. Owen Publishers, Inc.	Katonah	NY	Qualified
43	Scholastic Library Publishing, Inc.	New York	NY	Qualified
44	Scientific Minds, LLC	Austin	TX	Qualified
45	Seidlitz Education	San Clemente	CA	Qualified
46	Tech4Learning, Inc.	San Diego	CA	Qualified
47	The Charles A. Dana Center	Austin	TX	Qualified
48	The Master Teacher	Manhattan	KS	Qualified
49	The Writing Academy, LLC	Kemah	TX	Qualified
50	ThinkCERCA.com, Inc.	Chicago	IL	Qualified
51	TSS Networks/MATCHFIT (The Sport Source, Inc)	McKinney	TX	Qualified
52	Walsh Gallegos Trevino Russo & Kyle P.C.	Austin	TX	Qualified
53	Wayside Publishing	Freeport	ME	Qualified
54	Western Psychological Services (Manson Western, LLC)	Torrance	CA	Qualified
55	White Rock Cybersecurity (White Rock Security Group LLC)	Dallas	TX	Qualified
56	Xello Inc.	Toronto	ON	Qualified
57	Zoo-phonics, Inc	Sonora	CA	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: *Rosalba De Hoyos*

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:

J. X. O'Leary

68 _____
Superintendent of Schools

RFP 2021-1024 Instructional Materials and Supplies Round 2

No.	Responding Supplier	City	State	Recommendation
1	AndyMark, Inc.	Kokomo	IN	Qualified
2	ASW Enterprises, LLC (Christina Price)	Groesbeck	TX	Qualified
3	Barnes & Noble Booksellers, Inc. (Barnes & Noble, Inc.)	New York	NY	Qualified
4	BeeReaders	Austin	TX	Qualified
5	Blick Art Materials (Blick Art Materials LLC)	Galesburg	IL	Qualified
6	Brainchild Unlited Inc. (Brainchild)	Piscataway	NJ	Qualified
7	BSN Sports, LLC (Varsity Brands Holding Co., Inc.)	Dallas	TX	Qualified
8	Childswork/Childsplay (Prevention Products & Services, Inc.)	Bohemia	NY	Qualified
9	Cielo Office Products	McAllen	TX	Qualified
10	COPY PLUS	MCALLEN	TX	Qualified
11	Dr. Ruby K. Payne dba aha! Process, Inc.	Highlands	TX	Qualified
12	EDpuzzle, Inc.	San Francisco	CA	Qualified
13	Educational Products, Inc.	Houston	TX	Qualified
14	FISHER SCIENCE EDUCATION (Fisher Scientific Co LLC (Fisher Science Education Business Unit))	HANOVER PARK	IL	Qualified
15	Foundations In Teaching	Mission	TX	Qualified
16	Great Ideas for Teaching	Wrightsville Beach	NC	Qualified
17	Hameray Publishing Group, Inc.	Los Angeles	CA	Qualified
18	Holt Anatomical, Inc.	Miami	FL	Qualified
19	John Jones Media, LLC	Chicago	CO	Qualified
20	Kagan Publishing	San Clemente	CA	Qualified
21	Kendore Learning (Syllables Reading Center, Inc.)	Alpharetta	GA	Qualified
22	Mackin Educational Resources (Mackin Book Company)	Burnsville	MN	Qualified
23	Maneuvering the Middle LLC	Austin	TX	Qualified
24	Maxi Aids	Farmingdale	NY	Qualified
25	MindRise Learning	Driftwood	TX	Qualified
26	Music in Motion Inc.	Plano	TX	Qualified
27	n2y, LLC	Huron	OH	Qualified
28	Nylynn Cosmetics	Lewisville	TX	Qualified
29	Osmo for Schools (Tangible Play, Inc.)	Palo Alto	CA	Qualified
30	Pacific Learning	Cypress	CA	Qualified
31	PAR, INC. (Psychological Assessment Resources, Inc.)	Lutz	FL	Qualified
32	PRESTWICK HOUSE, INC.	CLAYTON	DE	Qualified
33	Primary Concepts, Inc.	69 Berkeley	CA	Qualified
34	QEP, Inc. Professional Books	Plano	TX	Qualified
35	RALLY! EDUCATION	Glen Head	NY	Qualified

RFP 2021-1024 Instructional Materials and Supplies Round 2

36	Renryder LLC. dba Sylvan Learning	Pharr	TX	Qualified
37	Richard C. Owen Publishers, Inc.	Katonah	NY	Qualified
38	Science Pilot, LLC	Boerne	TX	Qualified
39	Super Duper Publications (Super Duper Inc.)	Greenville	SC	Qualified
40	Teacher's Discovery (American Eagle Co Inc)	Auburn Hills	MI	Qualified
41	Textbook Warehouse (Textbook Warehouse, LLC)	Alpharetta	GA	Qualified
42	The Markerboard People	Lansing	MI	Qualified
43	Theatrefolk Ltd.	New York	NY	Qualified
44	TouchMath Acquisition LLC	Colorado Springs	CO	Qualified
45	Youthlight, Inc.	Chapin	SC	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: 
Elizabeth Cavazos (Jun 9, 2021 08:51 CDT)

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:



71 _____
Superintendent of Schools

2020-273
**MEMORANDUM OF UNDERSTANDING BETWEEN McALLEN INDEPENDENT
SCHOOL DISTRICT AND ABC UNIVERSITY EDUCARE**
2021-2022

This Memorandum of Understanding (“MOU”) is by and between **ABC University Educare**, a Community-Based Prekindergarten Provider (“CBPP”) and the McAllen Independent School District (“MISD”) to provide services to age-eligible and criteria-eligible prekindergarten children as per the guidelines established by the Department of Health and Human Services (DHHS) and the Texas Education Agency (TEA).

Whereas CBPP and MISD have executed an MOU providing for same or similar services to prekindergarten children as per guidelines established by the Department of Human Services (“DHHS”) and (“TEA”);

Whereas CBPP and MISD desire to amend and restate their existing MOU and have this MOU supersede and replace any existing MOU in effect between the parties hereto as of the date of execution of this MOU; and

Whereas CBPP meets component number two (2) Texas Rising Star program 3 or higher and component number four (4) Texas School ready participant, as described in subparagraph 1 of Program Requirements herein below.

The purpose of the Memorandum of Understanding is to develop and foster a cohesive working relationship with prekindergarten education providers to establish high quality early childhood programs in the community; to ensure that each party hereto assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these working relationships between MISD and the CBPP are developed, implemented, and reviewed annually to improve quality of services.

Each party hereto has received information regarding the nature and scope of the proposed working relationship and have approved and granted signatory authority to the individuals designated as authorized to bind their respective organizations. Signatory authorities are listed at the end of this MOU. Each designee shall ensure that their respective Board of Directors, Owners or Board of Trustees as applicable are informed of the various aspects and elements of this MOU.

The terms and conditions set forth in this MOU shall constitute the entire MOU between MISD and CBPP and may not be amended except by a written document signed by both entities.

Program Requirements:

This program can be provided at the childcare site as long as the following conditions are met:

1. the site meets at least one of the following high-quality components set by the Texas Education Agency: (1) is nationally accredited; or (2) is a Texas Rising Star program 3 or higher; or (3) is a Head Start provider; or (4) is a Texas School ready participant; or (5) meets the prekindergarten program requirements under TEC 29.1532
2. the site maintains a minimum of 15 students that meet prekindergarten eligibility rules and requirements set by the Texas Education Agency. The site has up to 60 days from the first day of school or from the date of this MOU to reach the minimum of 15 students.

The CBPP and MISD agree that a fundamental requirement of this MOU obligation is to ensure the CBPP PreK classroom meets the minimum requirement of 15 eligible students. This may be accomplished by: 1.) a homogenous Pk3 or Pk4 enrollment at the center, or 2.) combined PK3 and PK4 students who are eligible to be served by MISD into one classroom for the purposes of meeting minimum requirements to continue providing a full-day teacher on-site.

Term:

The Term of this Memorandum of Understanding commences July 1, 2021 and ends on June 30, 2022 (the “Term”) unless earlier terminated as herein provided. If this MOU is not terminated as herein provided, then MISD and CBPP may by mutual agreement extend the term for three (3) additional one-year terms on the same terms and conditions stated herein.

Program Description:

Children that are 3 or 4-years old as of September 1 of the year of the term then in effect, and meet the prekindergarten eligibility criteria set forth by TEA will be dual-enrolled and served by **MISD** and **CBPP**. Collaboratively, the children attending **CBPP** will receive three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher, funded by MISD, in each classroom, and full day services by a **MISD** teacher and a **CBPP** assistant teacher with credentials required by **CBPP** in a designated facility meeting Child Care Licensing and **MISD** requirements.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred eighty-seven (187) days, during the months of August through May (“Days of Operation”). The daily operations will be from 7:45 am to 4:15 pm. (Note: District Calendar will be developed and approved by both entities).

Center Sites:

The name and address of the **CBPP** site that will be serviced by **MISD** is:

**ABC University Educare
Maria Cortes
517 Pecan Blvd.
McAllen, TX 78501**

Responsibilities:

A. **MISD** will:

- **Provide** appropriate educational and supportive services to ensure children and families are school ready per guidelines set by the Texas Education Agency (TEA);

- Assign a **MISD** principal, and/or program specialist, to the **CBPP** to provide supervision, oversight, support and evaluation of the **MISD** teachers;
- Provide certified early childhood teachers to deliver three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher to participating children;
- Implement **MISD**'s state adopted curriculum;
- Supplement health services, educational services, parental training and other services as required by the children and their families;
- Assign special education teachers to provide services to children who are identified in need of special services through the **MISD** Special Education Program;
- Provide instructional technology and resources that are essential to implement a high quality comprehensive early childhood education program. Any instructional technology and/or resources that are provided for use at the **CBPP** for PreK classrooms shall remain the sole property of **MISD**. Such **MISD** provided instructional technology and resources may not be altered, used for purposes other than those for which they are intended, or removed. This includes, but is not limited to monitors, computers, iPads, and hotspot devices;
- Meet monthly or on a regular basis with designated personnel of **CBPP** to facilitate the instructional process and other services provided; and
- Provide an overview of the academic program with the participating Administrators.

B. The **MISD** Teacher/Staff will:

- Provide three (3) to six (6) hours of daily instruction, depending on enrollment, in cognitive development to the **CBPP** children utilizing the State Adopted Curriculum (4-year-old), Pre-K Guidelines (4-year-old), and Three-Year-Old Early Learning Guidelines (3-year-old);
- Attend and/or assist in delivery of collaborative Professional Development for **MISD** and **CBPP** as deemed appropriate;
- Participate with the **CBPP** staff in the student recruitment process;
- Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development;
- Attend **CBPP** meetings as deemed necessary during the school year;
- Complete and fulfill the required documentation for **MISD** and **CBPP** with the assistance of **MISD** and **CBPP**'s respective human resource departments;
- Work together with the **CBPP** teachers to provide high quality early childhood instruction and prevent a duplication of efforts;
- Inform **CBPP** when she/he is going to be absent;
- Follow established protocol with any issues or concerns which may arise;
- Follow **MISD** requirements, policies and procedures as well as the Texas Child Care Licensing Minimum Standards;
- Comply with any other responsibilities assigned by the teacher's immediate supervisor;
- Coordinate efforts with the **CBPP** staff to register the children online;

- Assigned **MISD** school teachers will travel to the **CBPP** site and provide instruction to students at such locations;

C. **CBPP** will:

- Provide classroom space in a state childcare licensed facility which meets the state guidelines and **MISD**'s requirements, and is appropriately staffed and furnished to deliver **CBPP** services based on the qualifying standards set forth by the Texas Education Agency (TEA), Child Care Licensing and district, local, and state and **MISD** requirements;
- Provide a **CBPP** assistant teacher with the credentials required by **CBPP**;
- Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services;
- Identify personnel who will attend the ARDs conducted by **MISD**;
- Assist with the distribution, completion, and submission of the required **MISD** student enrollment documents within the first week of a child's enrollment;
- Provide assistance with daily attendance reporting and meeting attendance goals;
- Meet monthly or as needed with the designated **MISD** personnel;
- Schedule a time for the **CBPP** teacher and **MISD** teacher to plan weekly to implement a high-quality early childhood instruction and prevent a duplication of effort;
- Ensure that the classroom size meets the adult/child ratio as required by state and federal standards; and
- Coordinate with **MISD** staff to transition children to the public schools at the end of each school year.

D. Collaboratively **MISD** and **CBPP** will:

- Implement an early childhood program utilizing best early childhood practices;
- Coordinate and partner to plan for instruction, and share resources to meet the needs of eligible four-year-old (Pre-K children) and three-year-old children;
- Schedule a weekly planning time for lesson planning and preparation;
- Share information on upcoming workshops and conferences on Early Childhood Education;
- Review program operations to avoid duplication of efforts;
- Meet on a regular basis to discuss the progress of the program;
- Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISD** and **CBPP** requirements;
- Analyze and share data for program planning and improvement;
- Work together to meet attendance goals;
- Inform all stakeholders of the working relationship of the parties hereto and this Memorandum of Understanding (MOU);
- Provide family services, parent engagement activities and home visits;
- Support all events which promote the shared goals of **MISD** and **CBPP**;
- Organize and plan to sustain the program and promote a collaborative culture;

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU. It is expressly understood and agreed that, in the execution of this Agreement, **MISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party at their own expense, shall provide and maintain, during the term of the Agreement, General Liability insurance of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage; Automobile insurance of \$1,000,000.00 combined single limit per accident for bodily injury, personal injury and property damage and statutory Worker's Compensation and Employees' Liability insurance with policy limits of \$1,000,000.00 for each accident, \$100,000.00 policy limit -disease, \$100,000.00 each employee disease, or in the case of MISD, MISD may self-insure.
- CBPP shall furnish the MISD Certificates of Insurance evidencing such coverage and **MISD** must be named as an additional insured on the Certificate of Insurance.
- This Agreement shall be governed by and construed by the laws of the State of Texas and is performable in Hidalgo County, Texas and shall constitute the complete understanding of **MISD** and **CBPP**, and may not be modified in any manner without the express written consent of all parties.
 - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
 - This Memorandum of Understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Memorandum of Understanding, with or without cause by providing 30 days' written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this MOU.

Indemnification:

To the extent allowed by law, **CBPP** will and does hereby agree to indemnify, protect, defend with counsel approved by the Board of Trustees of MISD, and hold harmless **MISD** and their respective elected officials, employees, representatives and agents (collectively "**MISD Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**MISD Claims**") by any person or entity, arising out of, caused by, or resulting from **CBPP** performance under or breach of this MOU and

that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **CBPP**, anyone directly employed by **CBPP** or anyone for whose acts **CBPP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MISD** Indemnatee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **MISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **CBPP** from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**CBPP claims**") by any person or entity, arising out of, caused by, or resulting from **MISD's** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **MISD** employees, anyone directly employed by the **MISD** or anyone for whose acts **MISD** may be liable. The provisions of this paragraph will not be construed to eliminate or reduce any other indemnification or right which any **CBPP** Indemnatee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong working relationship and an open communication system at all levels which will enable both **MISD** and **CBPP** to provide the children the best services available. The date of this MOU shall be the later of the dates of the execution by the signatories shown below.

This MOU shall supersede and replace any previous MOU in effect between the parties as of the date hereof regarding the subject matter hereof.

Executed effective as of 15th date of June, 2021.

McAllen Independent School District

By: _____
Sam Saldivar Jr., President, Board of Trustees

**CBPP
ABC University Educare**

By: *Maria Cortes*
Maria Cortes (Jun 3, 2021 17:09 CDT)

Maria Cortes, Owner/Director

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

Stephen L. Crain
Stephen L. Crain (Jun 3, 2021 13:28 CDT)

Stephen L. Crain

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: 
Elizabeth Cavazos (Jun 9, 2021 08:53 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:



78
Superintendent of Schools

2020-275
MEMORANDUM OF UNDERSTANDING BETWEEN McALLEN INDEPENDENT
SCHOOL DISTRICT AND TONY’S PLAYHOUSE DISCOVERY CENTER, LLC
2021-2022

This Memorandum of Understanding (“MOU”) is by and between **Tony’s Playhouse Discovery Center, LLC**, a Community-Based Prekindergarten Provider (“CBPP”) and the McAllen Independent School District (“MISD”) to provide services to age-eligible and criteria-eligible prekindergarten children as per the guidelines established by the Department of Health and Human Services (DHHS) and the Texas Education Agency (TEA).

Whereas CBPP and MISD have executed an MOU providing for same or similar services to prekindergarten children as per guidelines established by the Department of Human Services (“DHHS”) and (“TEA”);

Whereas CBPP and MISD desire to amend and restate their existing MOU and have this MOU supersede and replace any existing MOU in effect between the parties hereto as of the date of execution of this MOU; and

Whereas CBPP meets component number four (4) Texas School ready participant, as described in subparagraph 1 of Program Requirements herein below.

The purpose of the Memorandum of Understanding is to develop and foster a cohesive working relationship with prekindergarten education providers to establish high quality early childhood programs in the community; to ensure that each party hereto assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these working relationships between MISD and the CBPP are developed, implemented, and reviewed annually to improve quality of services.

Each party hereto has received information regarding the nature and scope of the proposed working relationship and have approved and granted signatory authority to the individuals designated as authorized to bind their respective organizations. Signatory authorities are listed at the end of this MOU. Each designee shall ensure that their respective Board of Directors, Owners or Board of Trustees as applicable are informed of the various aspects and elements of this MOU.

The terms and conditions set forth in this MOU shall constitute the entire MOU between MISD and CBPP and may not be amended except by a written document signed by both entities.

Program Requirements:

This program can be provided at the childcare site as long as the following conditions are met:

1. the site meets at least one of the following high-quality components set by the Texas Education Agency: (1) is nationally accredited; or (2) is a Texas Rising Star program 3 or higher; or (3) is a Head Start provider; or (4) is a Texas School ready participant; or (5) meets the prekindergarten program requirements under TEC 29.1532
2. the site maintains a minimum of 15 students that meet prekindergarten eligibility rules and requirements set by the Texas Education Agency. The site has up to 60 days from the first day of school or from the date of this MOU to reach the minimum of 15 students.

The CBPP and MISD agree that a fundamental requirement of this MOU obligation is to

ensure the CBPP PreK classroom meets the minimum requirement of 15 eligible students. This may be accomplished by: 1.) a homogenous Pk3 or Pk4 enrollment at the center, or 2.) combined PK3 and PK4 students who are eligible to be served by MISD into one classroom for the purposes of meeting minimum requirements to continue providing a full-day teacher on-site.

Term:

The Term of this Memorandum of Understanding commences July 1, 2021 and ends on June 30, 2022 (the “Term”) unless earlier terminated as herein provided. If this MOU is not terminated as herein provided, then MISD and CBPP may by mutual agreement extend the term for three (3) additional one-year terms on the same terms and conditions stated herein.

Program Description:

Children that are 3 or 4-years old as of September 1 of the year of the term then in effect, and meet the prekindergarten eligibility criteria set forth by TEA will be dual-enrolled and served by **MISD** and **CBPP**. Collaboratively, the children attending **CBPP** will receive three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher, funded by MISD, in each classroom, and full day services by a **MISD** teacher and a **CBPP** assistant teacher with credentials required by **CBPP** in a designated facility meeting Child Care Licensing and **MISD** requirements.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred eighty-seven (187) days, during the months of August through May (“Days of Operation”). The daily operations will be from 7:45 am to 4:15 pm. (Note: District Calendar will be developed and approved by both entities).

Center Sites:

The name and address of the **CBPP** site that will be serviced by **MISD** is:

Tony’s Playhouse Discovery Center, LLC
Evon Ibarra
929 Pecan Blvd.
McAllen, TX 78501

Responsibilities:

A. **MISD** will:

- **Provide** appropriate educational and supportive services to ensure children and families are school ready per guidelines set by the Texas Education Agency (TEA);
- Assign a **MISD** principal, and/or program specialist, to the **CBPP** to provide

- supervision, oversight, support and evaluation of the **MISD** teachers;
- Provide certified early childhood teachers to deliver three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher to participating children;
- Implement **MISD**'s state adopted curriculum;
- Supplement health services, educational services, parental training and other services as required by the children and their families;
- Assign special education teachers to provide services to children who are identified in need of special services through the **MISD** Special Education Program;
- Provide instructional technology and resources that are essential to implement a high quality comprehensive early childhood education program. Any instructional technology and/or resources that are provided for use at the **CBPP** for PreK classrooms shall remain the sole property of **MISD**. Such **MISD** provided instructional technology and resources may not be altered, used for purposes other than those for which they are intended, or removed. This includes, but is not limited to monitors, computers, iPads, and hotspot devices;
- Meet monthly or on a regular basis with designated personnel of **CBPP** to facilitate the instructional process and other services provided; and
- Provide an overview of the academic program with the participating Administrators.

B. The **MISD** Teacher/Staff will:

- Provide three (3) to six (6) hours of daily instruction, depending on enrollment, in cognitive development to the **CBPP** children utilizing the State Adopted Curriculum (4-year-old), Pre-K Guidelines (4-year-old), and Three-Year-Old Early Learning Guidelines (3-year-old);
- Attend and/or assist in delivery of collaborative Professional Development for **MISD** and **CBPP** as deemed appropriate;
- Participate with the **CBPP** staff in the student recruitment process;
- Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development;
- Attend **CBPP** meetings as deemed necessary during the school year;
- Complete and fulfill the required documentation for **MISD** and **CBPP** with the assistance of **MISD** and **CBPP**'s respective human resource departments;
- Work together with the **CBPP** teachers to provide high quality early childhood instruction and prevent a duplication of efforts;
- Inform **CBPP** when she/he is going to be absent;
- Follow established protocol with any issues or concerns which may arise;
- Follow **MISD** requirements, policies and procedures as well as the Texas Child Care Licensing Minimum Standards;
- Comply with any other responsibilities assigned by the teacher's immediate supervisor;
- Coordinate efforts with the **CBPP** staff to register the children online;
- Assigned **MISD** school teachers will travel to the **CBPP** site and provide

instruction to students at such locations;

C. **CBPP** will:

- Provide classroom space in a state childcare licensed facility which meets the state guidelines and MISD's requirements, and is appropriately staffed and furnished to deliver **CBPP** services based on the qualifying standards set forth by the Texas Education Agency (TEA), Child Care Licensing and district, local, and state and MISD requirements;
- Provide a CBPP assistant teacher with the credentials required by CBPP;
- Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services;
- Identify personnel who will attend the ARDs conducted by **MISD**;
- Assist with the distribution, completion, and submission of the required **MISD** student enrollment documents within the first week of a child's enrollment;
- Provide assistance with daily attendance reporting and meeting attendance goals;
- Meet monthly or as needed with the designated **MISD** personnel;
- Schedule a time for the **CBPP** teacher and **MISD** teacher to plan weekly to implement a high-quality early childhood instruction and prevent a duplication of effort;
- Ensure that the classroom size meets the adult/child ratio as required by state and federal standards; and
- Coordinate with MISD staff to transition children to the public schools at the end of each school year.

D. Collaboratively **MISD** and **CBPP** will:

- Implement an early childhood program utilizing best early childhood practices;
- Coordinate and partner to plan for instruction, and share resources to meet the needs of eligible four-year-old (Pre-K children) and three-year-old children;
- Schedule a weekly planning time for lesson planning and preparation;
- Share information on upcoming workshops and conferences on Early Childhood Education;
- Review program operations to avoid duplication of efforts;
- Meet on a regular basis to discuss the progress of the program;
- Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISD** and **CBPP** requirements;
- Analyze and share data for program planning and improvement;
- Work together to meet attendance goals;
- Inform all stakeholders of the working relationship of the parties hereto and this Memorandum of Understanding (MOU);
- Provide family services, parent engagement activities and home visits;
- Support all events which promote the shared goals of MISD and CBPP;
- Organize and plan to sustain the program and promote a collaborative culture;

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU. It is expressly understood and agreed that, in the execution of this Agreement, **MISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party at their own expense, shall provide and maintain, during the term of the Agreement, General Liability insurance of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage; Automobile insurance of \$1,000,000.00 combined single limit per accident for bodily injury, personal injury and property damage and statutory Worker’s Compensation and Employees’ Liability insurance with policy limits of \$1,000,000.00 for each accident, \$100,000.00 policy limit -disease, \$100,000.00 each employee disease, or in the case of MISD, MISD may self-insure.
- CBPP shall furnish the MISD Certificates of Insurance evidencing such coverage and **MISD** must be named as an additional insured on the Certificate of Insurance.
- This Agreement shall be governed by and construed by the laws of the State of Texas and is performable in Hidalgo County, Texas and shall constitute the complete understanding of **MISD** and **CBPP**, and may not be modified in any manner without the express written consent of all parties.
 - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
 - This Memorandum of Understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Memorandum of Understanding, with or without cause by providing 30 days’ written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this MOU.

Indemnification:

To the extent allowed by law, **CBPP** will and does hereby agree to indemnify, protect, defend with counsel approved by the Board of Trustees of MISD, and hold harmless **MISD** and their respective elected officials, employees, representatives and agents (collectively “**MISD Indemnites**”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing (collectively “**MISD Claims**”) by any person or entity, arising out of, caused by, or resulting from **CBPP** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct

of **CBPP**, anyone directly employed by **CBPP** or anyone for whose acts **CBPP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **MISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **CBPP** from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**CBPP claims**") by any person or entity, arising out of, caused by, or resulting from **MISD's** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **MISD** employees, anyone directly employed by the **MISD** or anyone for whose acts **MISD** may be liable. The provisions of this paragraph will not be construed to eliminate or reduce any other indemnification or right which any **CBPP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong working relationship and an open communication system at all levels which will enable both **MISD** and **CBPP** to provide the children the best services available. The date of this MOU shall be the later of the dates of the execution by the signatories shown below.

This MOU shall supersede and replace any previous MOU in effect between the parties as of the date hereof regarding the subject matter hereof.

Executed effective as of 15th date of June, 2021.

McAllen Independent School District

By: _____
Sam Saldivar Jr., President, Board of Trustees

**CBPP
Tony's Playhouse Discovery Center, LLC**

By: *Evon Ibarra*
Evon Ibarra (Jun 3, 2021 20:39 CDT)
Evon Ibarra, Owner/Director

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: *Stephen L. Crain*
Stephen L. Crain (Jun 3, 2021 13:30 CDT)
Stephen L. Crain

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: 
Elizabeth Cavazos (June 14, 2021 09:04 CDT)

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:



85 _____
Superintendent of Schools

2020-278
MEMORANDUM OF UNDERSTANDING BETWEEN McALLEN INDEPENDENT
SCHOOL DISTRICT AND RHEMA’S LEARNING CENTER, LLC
2021-2022

This Memorandum of Understanding (“MOU”) is by and between **Rhema’s Learning Center, LLC**, a Community-Based Prekindergarten Provider (“CBPP”) and the McAllen Independent School District (“MISD”) to provide services to age-eligible and criteria-eligible prekindergarten children as per the guidelines established by the Department of Health and Human Services (DHHS) and the Texas Education Agency (TEA).

Whereas CBPP and MISD have executed an MOU providing for same or similar services to prekindergarten children as per guidelines established by the Department of Human Services (“DHHS”) and (“TEA”);

Whereas CBPP and MISD desire to amend and restate their existing MOU and have this MOU supersede and replace any existing MOU in effect between the parties hereto as of the date of execution of this MOU; and

Whereas CBPP meets component number two (2) Texas Rising Star program 3 or higher and component number four (4) Texas School ready participant, as described in subparagraph 1 of Program Requirements herein below.

The purpose of the Memorandum of Understanding is to develop and foster a cohesive working relationship with prekindergarten education providers to establish high quality early childhood programs in the community; to ensure that each party hereto assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these working relationships between MISD and the CBPP are developed, implemented, and reviewed annually to improve quality of services.

Each party hereto has received information regarding the nature and scope of the proposed working relationship and have approved and granted signatory authority to the individuals designated as authorized to bind their respective organizations. Signatory authorities are listed at the end of this MOU. Each designee shall ensure that their respective Board of Directors, Owners or Board of Trustees as applicable are informed of the various aspects and elements of this MOU.

The terms and conditions set forth in this MOU shall constitute the entire MOU between MISD and CBPP and may not be amended except by a written document signed by both entities.

Program Requirements:

This program can be provided at the childcare site as long as the following conditions are met:

1. the site meets at least one of the following high-quality components set by the Texas Education Agency: (1) is nationally accredited; or (2) is a Texas Rising Star program 3 or higher; or (3) is a Head Start provider; or (4) is a Texas School ready participant; or (5) meets the prekindergarten program requirements under TEC 29.1532
2. the site maintains a minimum of 15 students that meet prekindergarten eligibility rules and requirements set by the Texas Education Agency. The site has up to 60 days from the first day of school or from the date of this MOU to reach the minimum of 15 students.

The CBPP and MISD agree that a fundamental requirement of this MOU obligation is to ensure the CBPP PreK classroom meets the minimum requirement of 15 eligible students. This may be accomplished by: 1.) a homogenous Pk3 or Pk4 enrollment at the center, or 2.) combined PK3 and PK4 students who are eligible to be served by MISD into one classroom for the purposes of meeting minimum requirements to continue providing a full-day teacher on-site.

Term:

The Term of this Memorandum of Understanding commences July 1, 2021 and ends on June 30, 2022 (the “Term”) unless earlier terminated as herein provided. If this MOU is not terminated as herein provided, then MISD and CBPP may by mutual agreement extend the term for three (3) additional one-year terms on the same terms and conditions stated herein.

Program Description:

Children that are 3 or 4-years old as of September 1 of the year of the term then in effect, and meet the prekindergarten eligibility criteria set forth by TEA will be dual-enrolled and served by **MISD** and **CBPP**. Collaboratively, the children attending **CBPP** will receive three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher, funded by MISD, in each classroom, and full day services by a **MISD** teacher and a **CBPP** assistant teacher with credentials required by **CBPP** in a designated facility meeting Child Care Licensing and **MISD** requirements.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred eighty-seven (187) days, during the months of August through May (“Days of Operation”). The daily operations will be from 7:45 am to 4:15 pm. (Note: District Calendar will be developed and approved by both entities).

Center Sites:

The name and address of the **CBPP** site that will be serviced by **MISD** is:

Rhema’s Learning Center, LLC
Lizeth Acevedo
2402 Buddy Owens Avenue
McAllen, TX 78504

Responsibilities:

A. **MISD** will:

- **Provide** appropriate educational and supportive services to ensure children and families are school ready per guidelines set by the Texas Education Agency (TEA);

- Assign a **MISD** principal, and/or program specialist, to the **CBPP** to provide supervision, oversight, support and evaluation of the **MISD** teachers;
- Provide certified early childhood teachers to deliver three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher to participating children;
- Implement **MISD**'s state adopted curriculum;
- Supplement health services, educational services, parental training and other services as required by the children and their families;
- Assign special education teachers to provide services to children who are identified in need of special services through the **MISD** Special Education Program;
- Provide instructional technology and resources that are essential to implement a high quality comprehensive early childhood education program. Any instructional technology and/or resources that are provided for use at the **CBPP** for PreK classrooms shall remain the sole property of **MISD**. Such **MISD** provided instructional technology and resources may not be altered, used for purposes other than those for which they are intended, or removed. This includes, but is not limited to monitors, computers, iPads, and hotspot devices;
- Meet monthly or on a regular basis with designated personnel of **CBPP** to facilitate the instructional process and other services provided; and
- Provide an overview of the academic program with the participating Administrators.

B. The **MISD** Teacher/Staff will:

- Provide three (3) to six (6) hours of daily instruction, depending on enrollment, in cognitive development to the **CBPP** children utilizing the State Adopted Curriculum (4-year-old), Pre-K Guidelines (4-year-old), and Three-Year-Old Early Learning Guidelines (3-year-old);
- Attend and/or assist in delivery of collaborative Professional Development for **MISD** and **CBPP** as deemed appropriate;
- Participate with the **CBPP** staff in the student recruitment process;
- Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development;
- Attend **CBPP** meetings as deemed necessary during the school year;
- Complete and fulfill the required documentation for **MISD** and **CBPP** with the assistance of **MISD** and **CBPP**'s respective human resource departments;
- Work together with the **CBPP** teachers to provide high quality early childhood instruction and prevent a duplication of efforts;
- Inform **CBPP** when she/he is going to be absent;
- Follow established protocol with any issues or concerns which may arise;
- Follow **MISD** requirements, policies and procedures as well as the Texas Child Care Licensing Minimum Standards;
- Comply with any other responsibilities assigned by the teacher's immediate supervisor;
- Coordinate efforts with the **CBPP** staff to register the children online;

- Assigned **MISD** school teachers will travel to the **CBPP** site and provide instruction to students at such locations;

C. **CBPP** will:

- Provide classroom space in a state childcare licensed facility which meets the state guidelines and **MISD**'s requirements, and is appropriately staffed and furnished to deliver **CBPP** services based on the qualifying standards set forth by the Texas Education Agency (TEA), Child Care Licensing and district, local, and state and **MISD** requirements;
- Provide a **CBPP** assistant teacher with the credentials required by **CBPP**;
- Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services;
- Identify personnel who will attend the ARDs conducted by **MISD**;
- Assist with the distribution, completion, and submission of the required **MISD** student enrollment documents within the first week of a child's enrollment;
- Provide assistance with daily attendance reporting and meeting attendance goals;
- Meet monthly or as needed with the designated **MISD** personnel;
- Schedule a time for the **CBPP** teacher and **MISD** teacher to plan weekly to implement a high-quality early childhood instruction and prevent a duplication of effort;
- Ensure that the classroom size meets the adult/child ratio as required by state and federal standards; and
- Coordinate with **MISD** staff to transition children to the public schools at the end of each school year.

D. Collaboratively **MISD** and **CBPP** will:

- Implement an early childhood program utilizing best early childhood practices;
- Coordinate and partner to plan for instruction, and share resources to meet the needs of eligible four-year-old (Pre-K children) and three-year-old children;
- Schedule a weekly planning time for lesson planning and preparation;
- Share information on upcoming workshops and conferences on Early Childhood Education;
- Review program operations to avoid duplication of efforts;
- Meet on a regular basis to discuss the progress of the program;
- Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISD** and **CBPP** requirements;
- Analyze and share data for program planning and improvement;
- Work together to meet attendance goals;
- Inform all stakeholders of the working relationship of the parties hereto and this Memorandum of Understanding (MOU);
- Provide family services, parent engagement activities and home visits;
- Support all events which promote the shared goals of **MISD** and **CBPP**;
- Organize and plan to sustain the program and promote a collaborative culture;

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU. It is expressly understood and agreed that, in the execution of this Agreement, **MISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party at their own expense, shall provide and maintain, during the term of the Agreement, General Liability insurance of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage; Automobile insurance of \$1,000,000.00 combined single limit per accident for bodily injury, personal injury and property damage and statutory Worker's Compensation and Employees' Liability insurance with policy limits of \$1,000,000.00 for each accident, \$100,000.00 policy limit -disease, \$100,000.00 each employee disease, or in the case of MISD, MISD may self-insure.
- CBPP shall furnish the MISD Certificates of Insurance evidencing such coverage and **MISD** must be named as an additional insured on the Certificate of Insurance.
- This Agreement shall be governed by and construed by the laws of the State of Texas and is performable in Hidalgo County, Texas and shall constitute the complete understanding of **MISD** and **CBPP**, and may not be modified in any manner without the express written consent of all parties.
 - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
 - This Memorandum of Understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Memorandum of Understanding, with or without cause by providing 30 days' written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this MOU.

Indemnification:

To the extent allowed by law, **CBPP** will and does hereby agree to indemnify, protect, defend with counsel approved by the Board of Trustees of MISD, and hold harmless **MISD** and their respective elected officials, employees, representatives and agents (collectively "**MISD Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**MISD Claims**") by any person or entity, arising out of, caused by, or resulting from **CBPP** performance under or breach of this MOU and

that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **CBPP**, anyone directly employed by **CBPP** or anyone for whose acts **CBPP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MISD** Indemnatee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **MISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **CBPP** from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**CBPP claims**") by any person or entity, arising out of, caused by, or resulting from **MISD's** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **MISD** employees, anyone directly employed by the **MISD** or anyone for whose acts **MISD** may be liable. The provisions of this paragraph will not be construed to eliminate or reduce any other indemnification or right which any **CBPP** Indemnatee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong working relationship and an open communication system at all levels which will enable both **MISD** and **CBPP** to provide the children the best services available. The date of this MOU shall be the later of the dates of the execution by the signatories shown below.

This MOU shall supersede and replace any previous MOU in effect between the parties as of the date hereof regarding the subject matter hereof.

Executed effective as of 15th date of June, 2021.

McAllen Independent School District

By: _____
Sam Saldivar Jr., President, Board of Trustees

**CBPP
Rhema's Learning Center, LLC**

By:  _____
Lizeth Acevedo-Solar (Jun 3, 2021 14:56 CDT)
Lizeth Acevedo, Director

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP


By: Stephen L. Crain (Jun 3, 2021 13:40 CDT)
Stephen L. Crain

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: 
Elizabeth Cavazos (June 9, 2021 08:52 CDT)

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:



92
Superintendent of Schools

2021-082
MEMORANDUM OF UNDERSTANDING BETWEEN McALLEN INDEPENDENT
SCHOOL DISTRICT AND KIDS VILLAGE MONTESSORI, LLC
2021-2022

This Memorandum of Understanding (“MOU”) is by and between **Kids Village Montessori LLC**, a Community-Based Prekindergarten Provider (“CBPP”) and the McAllen Independent School District (“MISD”) to provide services to age-eligible and criteria-eligible prekindergarten children as per the guidelines established by the Department of Health and Human Services (DHHS) and the Texas Education Agency (TEA).

Whereas CBPP and MISD have executed an MOU providing for same or similar services to prekindergarten children as per guidelines established by the Department of Human Services (“DHHS”) and (“TEA”);

Whereas CBPP and MISD desire to amend and restate their existing MOU and have this MOU supersede and replace any existing MOU in effect between the parties hereto as of the date of execution of this MOU; and

Whereas CBPP meets component number five (5) meets the prekindergarten program requirements under TEC 29.1532, as described in subparagraph 1 of Program Requirements herein below.

The purpose of the Memorandum of Understanding is to develop and foster a cohesive working relationship with prekindergarten education providers to establish high quality early childhood programs in the community; to ensure that each party hereto assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these working relationships between MISD and the CBPP are developed, implemented, and reviewed annually to improve quality of services.

Each party hereto has received information regarding the nature and scope of the proposed working relationship and have approved and granted signatory authority to the individuals designated as authorized to bind their respective organizations. Signatory authorities are listed at the end of this MOU. Each designee shall ensure that their respective Board of Directors, Owners or Board of Trustees as applicable are informed of the various aspects and elements of this MOU.

The terms and conditions set forth in this MOU shall constitute the entire MOU between MISD and CBPP and may not be amended except by a written document signed by both entities.

Program Requirements:

This program can be provided at the childcare site as long as the following conditions are met:

1. the site meets at least one of the following high-quality components set by the Texas Education Agency: (1) is nationally accredited; or (2) is a Texas Rising Star program 3 or higher; or (3) is a Head Start provider; or (4) is a Texas School ready participant; or (5) meets the prekindergarten program requirements under TEC 29.1532
2. the site maintains a minimum of 15 students that meet prekindergarten eligibility rules and requirements set by the Texas Education Agency. The site has up to 60 days from the first day of school or from the date of this MOU to reach the minimum of 15 students.

The CBPP and MISD agree that a fundamental requirement of this MOU obligation is to ensure the CBPP PreK classroom meets the minimum requirement of 15 eligible students. This may be accomplished by: 1.) a homogenous Pk3 or Pk4 enrollment at the center, or 2.) combined PK3 and PK4 students who are eligible to be served by MISD into one classroom for the purposes of meeting minimum requirements to continue providing a full-day teacher on-site.

Term:

The Term of this Memorandum of Understanding commences July 1, 2021 and ends on June 30, 2022 (the “Term”) unless earlier terminated as herein provided. If this MOU is not terminated as herein provided, then MISD and CBPP may by mutual agreement extend the term for three (3) additional one-year terms on the same terms and conditions stated herein.

Program Description:

Children that are 3 or 4-years old as of September 1 of the year of the term then in effect, and meet the prekindergarten eligibility criteria set forth by TEA will be dual-enrolled and served by **MISD** and **CBPP**. Collaboratively, the children attending **CBPP** will receive three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher, funded by MISD, in each classroom, and full day services by a **MISD** teacher and a **CBPP** assistant teacher with credentials required by **CBPP** in a designated facility meeting Child Care Licensing and **MISD** requirements.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred eighty-seven (187) days, during the months of August through May (“Days of Operation”). The daily operations will be from 7:45 am to 4:15 pm. (Note: District Calendar will be developed and approved by both entities).

Center Sites:

The name and address of the **CBPP** site that will be serviced by **MISD** is:

Kids Village Montessori LLC
Laura Rosales
5401 N. G Street.
McAllen, TX 78504

Responsibilities:

A. **MISD** will:

- **Provide** appropriate educational and supportive services to ensure children and families are school ready per guidelines set by the Texas Education Agency (TEA);
- Assign a **MISD** principal, and/or program specialist, to the **CBPP** to provide

- supervision, oversight, support and evaluation of the **MISD** teachers;
- Provide certified early childhood teachers to deliver three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher to participating children;
- Implement **MISD**'s state adopted curriculum;
- Supplement health services, educational services, parental training and other services as required by the children and their families;
- Assign special education teachers to provide services to children who are identified in need of special services through the **MISD** Special Education Program;
- Provide instructional technology and resources that are essential to implement a high quality comprehensive early childhood education program. Any instructional technology and/or resources that are provided for use at the **CBPP** for PreK classrooms shall remain the sole property of **MISD**. Such **MISD** provided instructional technology and resources may not be altered, used for purposes other than those for which they are intended, or removed. This includes, but is not limited to monitors, computers, iPads, and hotspot devices;
- Meet monthly or on a regular basis with designated personnel of **CBPP** to facilitate the instructional process and other services provided; and
- Provide an overview of the academic program with the participating Administrators.

B. The **MISD** Teacher/Staff will:

- Provide three (3) to six (6) hours of daily instruction, depending on enrollment, in cognitive development to the **CBPP** children utilizing the State Adopted Curriculum (4-year-old), Pre-K Guidelines (4-year-old), and Three-Year-Old Early Learning Guidelines (3-year-old);
- Attend and/or assist in delivery of collaborative Professional Development for **MISD** and **CBPP** as deemed appropriate;
- Participate with the **CBPP** staff in the student recruitment process;
- Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development;
- Attend **CBPP** meetings as deemed necessary during the school year;
- Complete and fulfill the required documentation for **MISD** and **CBPP** with the assistance of **MISD** and **CBPP**'s respective human resource departments;
- Work together with the **CBPP** teachers to provide high quality early childhood instruction and prevent a duplication of efforts;
- Inform **CBPP** when she/he is going to be absent;
- Follow established protocol with any issues or concerns which may arise;
- Follow **MISD** requirements, policies and procedures as well as the Texas Child Care Licensing Minimum Standards;
- Comply with any other responsibilities assigned by the teacher's immediate supervisor;
- Coordinate efforts with the **CBPP** staff to register the children online;
- Assigned **MISD** school teachers will travel to the **CBPP** site and provide instruction to students at such locations;

C. **CBPP** will:

- Provide classroom space in a state childcare licensed facility which meets the state guidelines and **MISD**'s requirements, and is appropriately staffed and furnished to deliver **CBPP** services based on the qualifying standards set forth by the Texas Education Agency (TEA), Child Care Licensing and district, local, and state and **MISD** requirements;
- Provide a **CBPP** assistant teacher with the credentials required by **CBPP**;
- Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services;
- Identify personnel who will attend the ARDs conducted by **MISD**;
- Assist with the distribution, completion, and submission of the required **MISD** student enrollment documents within the first week of a child's enrollment;
- Provide assistance with daily attendance reporting and meeting attendance goals;
- Meet monthly or as needed with the designated **MISD** personnel;
- Schedule a time for the **CBPP** teacher and **MISD** teacher to plan weekly to implement a high-quality early childhood instruction and prevent a duplication of effort;
- Ensure that the classroom size meets the adult/child ratio as required by state and federal standards; and
- Coordinate with **MISD** staff to transition children to the public schools at the end of each school year.

D. Collaboratively **MISD** and **CBPP** will:

- Implement an early childhood program utilizing best early childhood practices;
- Coordinate and partner to plan for instruction, and share resources to meet the needs of eligible four-year-old (Pre-K children) and three-year-old children;
- Schedule a weekly planning time for lesson planning and preparation;
- Share information on upcoming workshops and conferences on Early Childhood Education;
- Review program operations to avoid duplication of efforts;
- Meet on a regular basis to discuss the progress of the program;
- Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISD** and **CBPP** requirements;
- Analyze and share data for program planning and improvement;
- Work together to meet attendance goals;
- Inform all stakeholders of the working relationship of the parties hereto and this Memorandum of Understanding (MOU);
- Provide family services, parent engagement activities and home visits;
- Support all events which promote the shared goals of **MISD** and **CBPP**;
- Organize and plan to sustain the program and promote a collaborative culture;

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU. It is expressly understood and agreed that, in the execution of this Agreement, **MISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party at their own expense, shall provide and maintain, during the term of the Agreement, General Liability insurance of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage; Automobile insurance of \$1,000,000.00 combined single limit per accident for bodily injury, personal injury and property damage and statutory Worker's Compensation and Employees' Liability insurance with policy limits of \$1,000,000.00 for each accident, \$100,000.00 policy limit -disease, \$100,000.00 each employee disease, or in the case of MISD, MISD may self-insure.
- CBPP shall furnish the MISD Certificates of Insurance evidencing such coverage and **MISD** must be named as an additional insured on the Certificate of Insurance.
- This Agreement shall be governed by and construed by the laws of the State of Texas and is performable in Hidalgo County, Texas and shall constitute the complete understanding of **MISD** and **CBPP**, and may not be modified in any manner without the express written consent of all parties.
 - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
 - This Memorandum of Understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Memorandum of Understanding, with or without cause by providing 30 days' written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this MOU.

Indemnification:

To the extent allowed by law, **CBPP** will and does hereby agree to indemnify, protect, defend with counsel approved by the Board of Trustees of MISD, and hold harmless **MISD** and their respective elected officials, employees, representatives and agents (collectively "**MISD Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**MISD Claims**") by any person or entity, arising out of, caused by, or resulting from **CBPP** performance under or breach of this MOU and

that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **CBPP**, anyone directly employed by **CBPP** or anyone for whose acts **CBPP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MISD** Indemnatee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **MISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **CBPP** from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**CBPP claims**") by any person or entity, arising out of, caused by, or resulting from **MISD's** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **MISD** employees, anyone directly employed by the **MISD** or anyone for whose acts **MISD** may be liable. The provisions of this paragraph will not be construed to eliminate or reduce any other indemnification or right which any **CBPP** Indemnatee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong working relationship and an open communication system at all levels which will enable both **MISD** and **CBPP** to provide the children the best services available. The date of this MOU shall be the later of the dates of the execution by the signatories shown below.

This MOU shall supersede and replace any previous MOU in effect between the parties as of the date hereof regarding the subject matter hereof.

Executed effective as of 15th date of June, 2021.

McAllen Independent School District

By: _____
Sam Saldivar Jr., President, Board of Trustees

**CBPP
Kids Village Montessori, LLC**

By: *Maria L Rocha Callejas*
Maria L Rocha Callejas (Jun 4, 2021 14:28 CDT)
Laura Rosales, Owner/Director

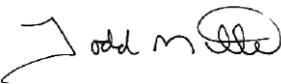
APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

Stephen L. Crain
Stephen L. Crain (Jun 3, 2021 13:39 CDT)
Stephen L. Crain

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:



99 _____
Superintendent of Schools

**Legal Services Agreement Between
McAllen Independent School District and
Eichelbaum Wardell Hansen Powell & Muñoz, P.C.**

McAllen Independent School District (District) and Eichelbaum Wardell Hansen Powell & Muñoz, P.C. (FIRM), or its successor firm or assignee, agree to have FIRM represent the District as its attorneys beginning September 1, 2021.

The District is a member of Region 1 Education Service Center Legal Cooperative. As long as FIRM maintains its current contractual relationship with Region 1 Education Service Center, this agreement entitles authorized district representatives to contact FIRM attorneys for legal services for no yearly retainer fee. Representatives may call as often as they want, and the district is not billed additional fees unless work is required beyond the initial telephone call of 15 minutes or less. This agreement also entitles the District to Client Alerts and "Board Minutes" publications (sent via email) and reduced hourly rates on legal work beyond the initial telephone call. If the District engages FIRM for legal matters in the future, the current agreed upon billing rates and costs for out-of-pocket expenses will apply to those matters, unless engaged under a separate agreement for those matters. FIRM fees, rates and cost information are outlined in the attached Exhibit A. FIRM will inform the District of any changes to Exhibit A in writing. Continued use of FIRM services by the district constitutes an agreement by the District to any change in rates. The District will be invoiced an annual flat fee each future September 1st while this agreement remains in effect if Region 1 and FIRM does not maintain its contractual relationship.

By virtue of execution of this agreement, an attorney-client relationship exists between FIRM and the District. The privilege extends to the board of trustees as a whole and those authorized representatives as designated by the District. Under the terms of this agreement, FIRM attorneys will communicate with the authorized representatives of the District. In so doing, the expectation is that the attorney-client privilege remains intact absent action by the board of trustees to waive the privilege. FIRM verifies it does not boycott Israel and will not boycott Israel during the term of the contract, pursuant to Tex. Gov't Code § 2270.

This legal services Agreement binds the District, its administrators, trustees, successors, assigns and legal representative to FIRM and to the partners, successors, assigns and legal representatives of FIRM with respect to all covenants stated above or attached to as an exhibit. The District agrees that FIRM may relieve itself from the responsibility of performing further work and, therefore, may withdraw as counsel should the District fail to timely pay FIRM for any fees or expenses incurred in representation of the District in any matter.

If this letter correctly reflects the terms and conditions of our representation of the District, please indicate the Board's approval by your signature below, and return it to us.

Approval by the Board on this the _____ day of _____ 20__.

Sam Saldivar, Jr., Board President
McAllen Independent School District



Dennis Eichelbaum (May 28, 2021 12:51 CDT)
Managing Shareholder
Eichelbaum Wardell
Hansen Powell & Muñoz, P.C.

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


Stephen L. Crain (May 28, 2021 13:46 EDT)
Stephen Crain

EXHIBIT A

**EICHELBAUM WARDELL
HANSEN POWELL & MUÑOZ, P.C.
TELEPHONE CONSULTATION AGREEMENT
FEES, RATES, AND EXPENSES
AS OF SEPTEMBER 1, 2021**

FEES

Due to the firm's relationship with the Regional Education Service Center, the district is not charged yearly retainer fees from the firm. Fees may be assessed by the Regional Education Service Center for membership to its Legal Cooperative. Membership entitles authorized District representatives to unlimited telephone advice on initial calls under .3 hours related to a single matter.

RATES

For any work conducted on a matter beyond the initial telephone call, the District will be charged the following reduced hourly rates:

\$300 for Senior Shareholders (20+ Years of Practice);
\$270 for Shareholders
\$250 for Senior Associates
\$240 for Associates
\$200 for Attorneys Pending Licensure and
\$115 for Law Clerks and/or Paralegals.

EXPENSES

In addition to fees for legal services, statements will include other charges for expenses and services incurred in relation to providing legal services.

Copying and Printing	\$.15 per page for black & white copies \$.50 per page for color copies
Delivery charges, Long Distance Charges, Long Distance Cellular, Postage, Electronic Research and Travel	Actual cost
Mileage	IRS standard rate
Court Reporters and other Outside Vendor Fees	Actual cost <i>Invoices for such services will be sent to the District for direct payment by the District to the vendor involved.</i>

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: *Judith Escamilla*

SUPERVISOR: *Arely*
Arely Benavides (Jun 1, 2021 07:56 CDT)

Approved for presentation to the Board of Education:

J. Alexander

102
Superintendent of Schools

Addendum One: Contract Renewal

Insight is providing this Contract Renewal form to McAllen Independent School District for any future E-Rate opportunities. Signature of this Contract Renewal constitutes a renewal of the binding agreement previously executed between Insight Public Sector, Inc. ("Insight") and McAllen Independent School District ("Customer") dated April 9, 2019, Contract No. 2018-216 (the "Contract") in accordance with the requirements of the Schools and Libraries Division (SLD) of the USAC, pertaining to E-Rate funding.

By executing this Contract Renewal, the parties agree:

- That McAllen Independent School District has selected Insight Public Sector, Inc. ("Insight") (SPIN # 143030052) as its E-Rate service provider pursuant to the SLD's requirements for filing Form 471.
- The Contract, including all terms, conditions, and specifications thereof, is hereby renewed for an additional 1-year term, and may be subsequently renewed annually for up to three additional 1-year terms upon mutual, written agreement of both parties at least 30 days' prior to the end of the then-current term.
- Either party may terminate the Contract for its convenience upon 30 days written notice to the other.
- The individual signing this Contract Renewal represents he/she has actual authority to execute this instrument and therefore binds their respective party to the requirements of this Contract Renewal as well as the Contract.

Except as otherwise expressly provided in this Contract Renewal, the Contract shall remain unchanged and in full force and effect.

Customer Reference Number: _____

Insight Reference Number: 201902014-erfp

MCALLEN INDEPENDENT SCHOOL DISTRICT

INSIGHT PUBLIC SECTOR, INC.

By: _____

By: Lisanne Steinheiser

Authorized Signature

Authorized Signature

Name: Sam Saldivar, Jr.

Name: Lisanne Steinheiser

Printed or Typed

Printed or Typed

Title: Board President

Title: Global Compliance Officer and Assistant Secretary

Date: _____

Date: March 14, 2021

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

by: Stephen L. Crain
Stephen L. Crain (May 26, 2021 13:18 CDT)
Stephen Crain

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: 

SUPERVISOR: 
Arely Benavides (Jun 9, 2021 08:18 CDT)

Approved for presentation to the Board of Education:



104 _____
Superintendent of Schools

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made effective as of the _____ day of _____, 2021 by and between the McAllen Independent School District ("MISD"), and the City of McAllen ("City").

Whereas MISD has tennis courts at McAllen High School; and

Whereas members of the City's community use the tennis courts when they are not in use by McAllen High School; and

Whereas City has agreed to assist in the purchase and installation of new lights for the tennis court; and

Whereas City has received a BuyBoard quote from Musco Sports Lighting for \$220,000.00 for purchase and installation of the new lights;

NOW THEREFORE in consideration of the following mutual covenants the Parties agree as follows:

1. MISD

1.1 MISD shall contribute \$110,000.00 toward the purchase and installation of the lights for the McHi Tennis Courts.

2. City

2.1 City shall accept the BuyBoard quote from Musco Sports Lighting and pay \$220,000.00 for purchase and installation of the lights for the McHi Tennis Courts.

3. Binding Effect

This MOU is binding on the parties in accordance with its terms. The parties signing below represent and warrant that they have the legal authority to bind the party for whom they are signing.

4. Governing Law

This MOU shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

5. Notices

All notices permitted or required under this MOU shall be in writing, and shall be deemed made when delivered to the applicable party at the following addresses either by first class mail postage prepaid, facsimile, or personal delivery:

If to MISD:

McAllen Independent School District
Attention: Jose A. Gonzalez, Ed.D., Superintendent
2000 North 23rd Street
McAllen, Texas 78501

If to City:

City of McAllen
Attention: Roy Rodriguez, City Manager
1300 Houston
McAllen, Texas 78501

5. Entire Agreement

This MOU represents the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, representations or agreements whether written or oral, regarding the matters described herein. This MOU may be amended only by a written agreement signed by all the Parties.

6. Authority to Bind

The undersigned represent and warrant that they are authorized to sign on behalf of and bind to the terms of this MOU the party each represents.

7. Recitals

The recitals to this Agreement are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first written above.

City of McAllen

McAllen Independent School District

**By: _____
James Darling, Mayor**

**By: _____
Sam Saldivar, Jr.
President, Board of Trustees**

ATTEST

City Secretary

APPROVED AS TO FORM:

Mark Swaim, Assistant City Attorney

APPROVED AS TO FORM:

Stephen L. Crain

Stephen L. Crain | Jun 27, 2017 08:58 CDT
Atlas, Hall & Rodriguez, LLP
By: Stephen L. Crain
Attorneys for McAllen Independent School District

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: 
Arely Benavides (Jun 8, 2021 15:33 CDT)

SUPERVISOR: 
Arely Benavides (Jun 8, 2021 15:33 CDT)

Approved for presentation to the Board of Education:



108 _____
Superintendent of Schools

WASHINGTON ALLIANCE CAPITAL, LLC

VIA FedEx

June 1, 2021

School Board Trustee
Mr. Sam Saldivar, Jr.
2000 N. 23rd St.
McAllen, TX 78501

RE: Reason for Non-Conforming Bid – 701 S. 17th Street, McAllen, Texas

Mr. Saldivar:

Washington Alliance Capital, LLC (“WAC”) is a private real estate investment firm that specializes in the acquisition and/or development of real estate assets occupied by federal, state local or quasi government agencies. The firm’s investment capital consists of pension funds, wealth management offices and high net worth individuals and/or families.

In all previous acquisition of real assets WAC has submitted a standard letter of intent such as this. WAC is writing this cover letter to go along with our non-conforming offer to purchase said site as the firm has stringent underwriting guidelines that limits the commitment of capital without a detailed due diligence process. WAC’s offer price for the site is **Seven Hundred Twenty Five Thousand Dollars (\$725,000)**; however, there will be the need for an extended study and closing period to complete the purchase. WAC’s process as it relates it relates to this particular acquisition is discussed below.

Recently the federal government advertised the need for leased space in McAllen, Texas. This is a **new** requirement for 21,953 rentable square feet of office space with the need of 80 parking spaces. The government is very specific regarding the location of this requirement and **701 S. 17th Street** is within the designated area. WAC reviewed the government’s requirement with our architect, Mr. David Negrete of Negrete Kolar, and it was determined that a site the size of the former school (a city block) is needed. Therefore, as you may or may not know, by acting through the school district’s broker of record, Mr. Arriage, WAC received approval to submit 701 S. Street as a possible candidate to meet this lease space requirement. Nevertheless, this too is a bid process for the federal government administered by the General Services Administration (“GSA”) and timing, which can take months, is subject to their Process.

All sites to be considered for this requirement had to be submitted to GSA by May 13th. GSA must evaluate each site to ensure that it will meet the end user’s requirements. Once that determination is made, GSA sends out a Request for Lease Proposal (“RLP”) to all respondents to the advertisement whose site qualify. If the 701 S. Street 17th Street location qualifies then GSA will send WAC a formal RLP to respond. At this point WAC will develop a plan with Mr. Negrete, our architect, to renovate the existing buildings to meet GSA’s/Tenant’s requirements. WAC’s renovation plan will include design drawings and pricing taking into consideration the fact that **“THIS PROPERTY HAS A HISTORICAL MARKER AND IS BEING SOLD SUBJECT TO SUCH HISTORICAL MARKER. SUCCESSFUL BIDDER TAKES THE PROPERTY SUBJECT TO ANY AND ALL LIMITATIONS OF USE OF THE PROPERTY DUE TO SUCH HISTORICAL MARKER.”** The historical preservation aspect of the site is not only a requirement of local and state government but is a federal government requirement as well. WAC and Mr. Negrete have been involved in a number of GSA renovation projects including those that have a **Historical Preservation** aspect to them. **Preliminary indications are that GSA is considering this site as a candidate.**

WASHINGTON ALLIANCE CAPITAL, LLC

Renovation of these buildings preserving the historical marker aspect as well as expanding the square footage will be quite costly. Adding to these costs are GSA requirements that this project shall obtain LEED certification for commercial interiors, the buildings must earn an Energy Star label and be environmentally safe. As a result, our architect must create a design that addresses all of these requirements and provide pricing. Pricing is extremely important as WAC, as landlord, will propose a rental rate, based on a return on cost, in its response to GSA's RLP. Again, to go through this analysis/process takes a several months and a significant amount of effort that will result in an extended study period. Based on previous like projects, the cost to deliver office space meeting these requirements could range between \$4 to \$5 million dollars at a minimum and possibly more.

In conclusion, the school district will be able to sell this asset at a very attractive price, preserve the historic nature of the buildings, the site/buildings will now be added to the real estate tax roll at a significant value that will generate revenue for both the McAllen ISD and City of McAllen in perpetuity and will help revitalized the surrounding neighborhood. WAC has committed capital and local banking relationships in McAllen to get this project completed once GSA has selected this site.

Sincerely,



Robert C. Falsone
Managing Partner
Washington Alliance Capital, LLC

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

Alexandra Borsaglia
SUBMITTED BY: _____

Cynthia Medrano-Richards
SUPERVISOR: _____

Approved for presentation to the Board of Education:

J. Alexander

114 _____
Superintendent of Schools

2021-1020 Addendum 1

RFP - Food, Restaurants, Catering, Fundraising, Field Trips, and Rentals (Round 2)

	Responding Supplier	City	State	Recommendation
1	Chick-fil-A N. 10th St.	McAllen	TX	Qualified
2	Church's Chicken	Atlanta	GA	Qualified
3	Convention + Expo Management Services, LLC	McAllen	TX	Qualified
4	Dairy Queen (Lynn Lee Inc.)	Pharr	TX	Qualified
5	Fork and Garden LLC	San Antonio	TX	Qualified
6	Golden Aces L.P. (McDonalds)	McAllen	TX	Qualified
7	H-E-B LP	San Antonio	TX	Qualified
8	Hector Loya dba Athletic Security Investments, LLC	McAllen	TX	Qualified
9	Jason's deli (Coastal Deli Inc)	Corpus Christi	TX	Qualified
10	Nothing Bundt Cakes (M-Amaya Inc)	McAllen	TX	Qualified
11	Schlotzsky's (LotzaPan)	Pharr	TX	Qualified
12	Southern Smiles Photography LLC	Edinburg	TX	Qualified
13	Texas Music Festivals Enterprise, Inc	San Juan	TX	Qualified

2021-1020 Addendum 1

RFP - Food, Restaurants, Catering, Fundraising, Field Trips, and Rentals (Round 3)

	Responding Supplier	City	State	Recommendation
1	Aim Fundraising Services, LLC	Houston	TX	Qualified
2	Bar-B-Cutie	Pharr	TX	Qualified
3	Chick-fil-A 27th & Nolana (Magdaleno Restaurant Group)	McAllen	TX	Qualified
4	Chick-fil-A Edinburg on University Drive	Edinburg	TX	Qualified
5	Chick-fil-A La Plaza	Pharr	TX	Qualified
6	Chick-fil-A 281 & Trenton	Edinburg	TX	Qualified
7	Cowboy Chicken (AC Chicken LLC)	McAllen	TX	Qualified
8	Espi And Ts	McALLEN	TX	Qualified
9	McAllen Kona Ice, LLC	Pharr	TX	Qualified
10	Ms. G's Tacos N' More, inc. (Ms. G's Tacos N' More)	McALLEN	TX	Qualified
11	Sams Club	Mcallen	TX	Qualified
12	Trevino's Digital Photography, Inc	Pharr	TX	Qualified
13	Whataburger Restaurants LLC (Sunrise Group Holdings, LLC)	San Antonio	TX	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021 _____

Alexandra Borsaglia
SUBMITTED BY: _____

Cynthia Medrano-Richards
SUPERVISOR: _____

Approved for presentation to the Board of Education:

J. Alexander

114 _____
Superintendent of Schools

RFP 2021-1012 Trophies, T-shirts, Awards, Incentives, and Related Products and Services Round 2

No.	Responding Supplier	City	State	Recommendation
1	Awards Unlimited	Fort Davis	TX	Qualified
2	Cheerleading Company, Inc	DALLAS	TX	Qualified
3	Cielo Office Products	McAllen	TX	Qualified
4	COPY PLUS	MCALLEN	TX	Qualified
5	Diverse Education Resources (Discovery Education Resources, LLC)	Fort Worth	TX	Qualified
6	Duratex Apparel (international apparel warehouse inc)	Pharr	TX	Qualified
7	Educational Products, Inc.	Houston	TX	Qualified
8	Gandy Ink (G & G Investments)	SAN ANGELO	TX	Qualified
9	Gulf Coast Trophies, LLC	Pasadena	TX	Qualified
10	HDL ENTERPRISES	WESLACO	TX	Qualified
11	HIDALGO ALL STARS SCREEN PRINTING & EMBROIDERY	Hidalgo	TX	Qualified
12	House of Ribbons (Frances L. Rehfeld)	Lago Vista	TX	Qualified
13	JAYCO INK	Mcallen	TX	Qualified
14	Level Up Promo	Azle	TX	Qualified
15	Maxwell Medals & Awards (Maxwell Marketing Associates, Inc.)	Traverse City	MI	Qualified
16	MGM PRINTING	McAllen	TX	Qualified
17	MTM Recognition d/b/a Jostens Awards (MTM Recognition)	Oklahoma City	OK	Qualified
18	Music in Motion Inc.	Plano	TX	Qualified
19	Printex Express (North Lean LTD)	MCALLEN	TX	Qualified
20	Promo Masters	Alton	TX	Qualified
21	Valley Trophies, LLC	Weslaco	TX	Qualified

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: *Adelfino*

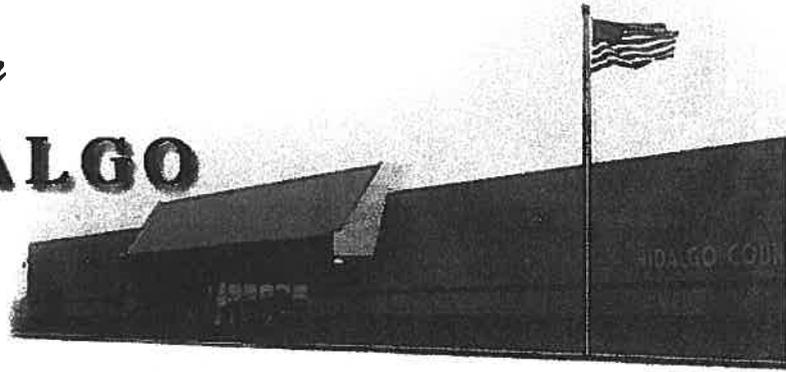
SUPERVISOR: *Cynthia Medrano-Richards*

Approved for presentation to the Board of Education:

J. Adams

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Pablo "Paul" Villarreal, Jr. PCC.

Hidalgo County Tax Assessor-Collector

P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

June 1, 2021

Ms. Cynthia Richards
Chief Financial Officer, McAllen ISD
2000 North 23rd St.
McAllen, TX. 78501

Dear Ms. Richards:

As per Clause VI, consideration of our Collection of Taxes Contract be advised that the fee for the taxable year 2021 will remain at **\$158,340**. Effective July 1, 2021.

Please sign, date and return this letter to us as soon as possible.

Sincerely,

Pablo (Paul) Villarreal, Jr. PCC
Hidalgo County Tax Assessor-Collector

XC: Hon. Richard F. Cortez
Hidalgo County Judge

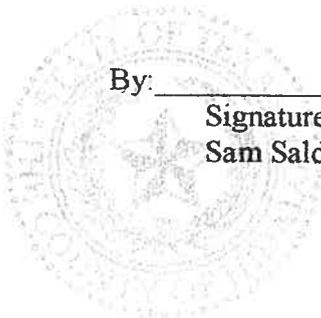
Mrs. Maria Arcilia Duran CPA
Hidalgo County Auditor

Accepted & Agreed:

By: _____
Signature
Sam Saldivar Jr.

Title
President

Date



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: 
Norma Guerra (Comm Info) (Jun 8, 2021 16:12 CDT)

SUPERVISOR: 
Norma Guerra (Comm Info) (Jun 8, 2021 16:12 CDT)

Approved for presentation to the Board of Education:



119
Superintendent of Schools

**McALLEN INDEPENDENT SCHOOL DISTRICT SCOREBOARD SIGN
ADVERTISING AGREEMENT**

This Scoreboard Sign Advertising Agreement (the "Agreement") is made and entered in to as of the 1st day of August, 2021 (hereinafter referred to as the "Effective Date"), by and between the **McAllen Independent School District** (hereinafter referred to as "District"), at 2000 North 23rd Street McAllen, TX 78501, and **Boggus Ford Lincoln** (hereinafter referred to as "Sponsor").

WHEREAS, District has the exclusive right to market, sell, and control all advertising displayed at McAllen Veterans Memorial Stadium (hereinafter referred to as "Stadium") located at 2001 Bicentennial Boulevard, McAllen, TX 78501;

WHEREAS, District has the exclusive right to grant licenses to parties, including Sponsor, to use scoreboard, marquees and venues or display materials at or on District property including the Stadium and to grant licenses to parties, including Sponsor, to permit use of District intellectual property and promotional materials;

WHEREAS, Sponsor desires to purchase from District the right to display certain advertising and to conduct or participate in certain promotions on the electronic scoreboard (the "Scoreboard") at the Stadium for the purposes of promoting Sponsor, the attendance at District events, and the Sponsor's products and service lines.

NOW THEREFORE, in consideration of the foregoing, incorporated herein by reference as provisions of this Agreement, the mutual promises set out below, and other good and valuable consideration, the parties agree as follows:

1. **Grant of Advertising and Promotional Rights.** Subject to the terms and conditions of this Agreement, the Board Policies of District, state and federal law, all as may be from time to time amended, District hereby grants and sells to Sponsor, and Sponsor hereby purchases and accepts from District, the advertising and promotional rights described on Exhibit A attached hereto (collectively, the "Rights").
2. **Term of Agreement.** The term of this Agreement ("Term") is stated on Exhibit A attached hereto. If the Sponsor desires to renew this Agreement for an additional term, Sponsor shall provide written notice to District of such desire no later than one hundred eighty (180) days prior to the expiration of the term of this Agreement.

3. **Rights Fees.** In consideration of the Rights granted to Sponsor under Paragraph I of this Agreement, Sponsor shall pay to District the sum stated on Exhibit A attached hereto (collectively, the "Rights Fee").

4. **Partial Non-Exclusivity.** Nothing in this Agreement may be construed to imply that Sponsor has the exclusive right to provide District goods and services or sponsor District or any District event. During the term of this Agreement, District reserves the right to use all available resources to procure other goods, services, and/or advertisers/sponsors as deemed in the best interest of District in District's sole discretion and doing so will not violate any rights of Sponsor.

5. Notwithstanding anything to the contrary in this Agreement Sponsor agrees, acknowledges and understands the following:

a. District makes no guarantees of the visibility of the Scoreboard or other advertising Rights from outside the Stadium. District makes no guarantees of the visibility of the Scoreboard or other advertising rights from within the Stadium when the Stadium lights are off.

b. Content of all Rights are subject to approval by both Sponsor and District. All advertising content shall be provided at the sole cost of Sponsor.

c. Any costs associated with changes to advertising content, artwork, or formatting once District has accepted the submitted content, artwork or formatting of same, shall be the responsibility of the Sponsor.

6. Notwithstanding anything to the contrary herein Sponsor agrees that in the event District is unable to perform for any reason the granting of the Rights granted to Sponsor, there shall be no refund, prorata or otherwise, of any Rights Fee.

7. **Termination:**

a. **Termination for the Best Interest of District.** District reserves the right to terminate this Agreement, in the sole discretion of District if District determines it is in the Best Interest of District to terminate this Agreement for any reason and without cause at any time during the Term and without penalty by providing thirty (30) days written notice to the Sponsor. Best Interest, as used in this numbered paragraph 7, includes, but is not limited to, Sponsor prior to or during the term of this Agreement, engaging in any immoral or financially irresponsible conduct, or any other conduct that in the sole opinion of District, might tend to bring Sponsor into public disrepute, contempt, scandal, or which might otherwise tend to reflect unfavorably upon Sponsor, its employees, subsidiaries, or affiliated companies; or if Sponsor files for

protection under any chapter of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq., or commits any felonious act under federal, state, or local law. If the Agreement is terminated for Best Interest, District will have the right to seek appropriate remedies at law or equity. District reserves all legal rights and remedies not otherwise specified in this clause. Upon termination under this numbered paragraph 7, District shall have no obligation to pay or refund to Sponsor any amount paid to District under this Agreement. In the event that District determines, in its sole discretion, that the 30-day notice required by this Paragraph 7(a) would pose a hardship or that immediate termination of this Agreement would be in the Best Interest of District, District may provide notice of immediate termination and this Agreement shall terminate upon notice. Upon termination under this numbered paragraph 7, District shall have no obligation to pay or refund to Sponsor any amounts paid to District under this Agreement.

b. **Termination for Cause.** Either party may terminate this Agreement for cause at any time that the other party breaches any of its obligations under this Agreement. Notwithstanding the foregoing, a breach shall not be deemed to have occurred if either party is delayed or interrupted in fulfillment of its obligations as a result of a Force Majeure as defined in Paragraph 10(a). In the event of breach, the non-breaching party shall have the option to immediately cease all performance under this Agreement. If such breach results from the failure by Sponsor to pay the Rights Fees or any other monetary obligations of Sponsor hereunder by the dates when due under this Agreement, District may exercise its right to terminate this Agreement, retain all Rights Fees or other payments previously made by Sponsor, and pursue any and all remedies available in equity or at law. In the case of a breach of this Agreement for any reason other than non-payment, the non-breaching party shall provide the breaching party with written notice of the alleged breach and the breaching party shall have five (5) business days in which to commence curing the breach, and thirty (30) days within which to cure the breach to the reasonable satisfaction of the non-breaching party. If the breaching party fails to cure to the reasonable satisfaction of the non-breaching party within thirty (30) days after the date such written notice is given, the non-breaching party may, in addition to any other remedies which may be available to it under the circumstances, terminate this Agreement effective immediately by providing written notice of such termination to the breaching party. Upon termination, District shall no obligation to refund to Sponsor any amounts paid to District under this Agreement.

c. **Default.** If Sponsor fails to pay, when due, any amount owing under this Agreement, and such failure continues for a period of thirty (30) days after Sponsor receives written notice of the default from District, or if either party to this Agreement fails to perform any of its covenants and obligations under this Agreement, and such failure continues for a period of thirty (30) days after the non-performing party receives written notice of the default from the other party, and such non-performance remains uncured after such thirty (30) day period, then such aggrieved party may terminate this Agreement by giving notice of termination. All parties' rights under this Section are in addition to, and are not a limitation on or in substitution for, any other rights which either party has by reason of any non- performance, including, without limitation, any claim for damages under law or equity. All rights are cumulative. Upon termination, all rights and obligations of the parties under this Agreement shall cease. Time is of the essence in the performance of all duties and obligations imposed by this Agreement. Each party's course of dealing, or forbearance from, or delay in, the exercise of any of their rights, remedies, privileges or right to insist upon strict performance of any provisions contained in this Agreement, shall not be construed as a waiver by either party, unless any such waiver is in writing and is signed by the party. Upon termination, District shall have no obligation to refund to Sponsor any amount of any Rights Fees paid.

8. **Provisions Regarding Advertising Copy.** Provisions regarding advertising, sideline signs, static digital impressions, PA announcements, etc. (hereinafter referred to as "Advertising Copy"), approval of Advertising Copy, and standards of approval are set forth in District Board Policy and applicable Regulations which may from time to time be amended which are incorporated herein as if set forth in full and state and federal law.

9. **Retained Rights to Intellectual Property.** Sponsor's logo, trademark, service mark, composite mark, design work, and other creative content prepared by or for Sponsor that is displayed on or in the Advertising Copy, and all trademark rights or copyrights in such Advertising Copy (collectively, "Sponsor Intellectual Property"), shall be and remain the sole and exclusive property of Sponsor. Throughout the Term of this Agreement, Sponsor grants with written consent to District a non-exclusive limited license to publish, distribute and display Sponsor Intellectual Property on and/or in the Advertising Copy or on any other items or materials consistent with the terms and purposes of this Agreement. District's name, logo, service marks, composite marks, creative content, trademark rights, copyrighted material and related materials and work, including without limitation any such property

that is displayed on or in Advertising Copy with the written consent of District (collectively, "District Intellectual Property") shall be and remain the sole and exclusive property of District. Any and all advertising or promotional materials displayed or distributed by Sponsor pursuant to this Agreement in conjunction with any District Intellectual Property shall be subject to the prior written approval of District, and, if approved, shall be subject to the grant of non-exclusive limited license that automatically expires upon the expiration or termination of this Agreement. Neither party shall have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos, or other proprietary symbols of the other party without that party's prior written consent.

10. Force Majeure.

a. **Definition of "Force Majeure".** For purposes of this Agreement, "Force Majeure" shall mean and include, any event beyond District's reasonable control (including, but not limited to fire; flood; explosions; weather events; damage by third parties, whether negligently or intentionally caused; work stoppages; picketing; lockouts and/or any other concerted action by any employees; acts of God or other casualties; the laws or actions of any governmental authority; or any other event or cause that is beyond the reasonable control of District), as a result of which, at any time and from time to time during the Term, (1) the display of the Advertising Copy is suspended or prevented; or (2) any event, including a District athletic event, is not held, is interrupted, or is suspended, at the Stadium. Notwithstanding the above, Force Majeure will not be extended beyond six (6) months.

b. **Options in Event of Force Majeure.** If a Force Majeure occurs during any contract year during the Term, District may, upon written notice to Sponsor and approved by Sponsor, (i) extend the Term of this Agreement beyond its expiration to make up for lost exposure by the Sponsor; (ii) terminate this Agreement, or (iii) provide to Sponsor advertising and/or promotional rights of substantially equivalent value, as reasonably determined by District.

11. Indemnification. To the extent allowed or allowable by law, each party agrees to and hereby defends, indemnifies, and holds the other party and its present and future board members/trustees, officers, administrators, employees, stakeholders, other representatives, successors and assigns, and their respective subsidiaries, affiliates, partners, officers, directors, employees, stakeholders, shareholders, agents, other representatives, successors and assigns (collectively the "indemnitees") harmless from and against any and all losses, liabilities, damages, claims, demands, suits, and

judgments (collectively, "claims"), including, without limitation, attorneys' fees, and the costs of any legal action, arising out of: (i) the use of any trademark, service mark, logo, design, and other intellectual property right materials provided by Sponsor; (ii) the character, content, and subject matter of any advertising copy displayed by District; (iii) any act or omission of the other party related to or in connection with the rights, privileges, or obligations under this Agreement; and (iv) any breach of this Agreement. The indemnification obligations under this Agreement shall survive expiration or earlier termination of this Agreement.

12. **Assignment.** Sponsor shall not have the right or power to assign any of its rights or obligations under this Agreement to any other party without the prior written consent of District in its sole discretion. District shall not assign any of its rights or obligations under this Agreement to any other party without the prior written consent of Sponsor. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

13. **Immunity.** The execution of this Agreement and/or the performance by District of its obligations hereunder does not, and is not intended to waive or relinquish, and District shall not waive or relinquish, any governmental, sovereign immunity or defense from liability or prosecution available to District, its trustees, officers, employees, or agents under federal or Texas laws.

14. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without regard to its choice or law or conflict of law provisions. Exclusive venue for any proceeding that may be instituted in connection with this Agreement and the parties' rights and liabilities hereunder shall be in a court of competent jurisdiction located in Hidalgo County, Texas.

15. **Notices.** All notices or other communications, which are required or contemplated by this Agreement ("Notices"), shall be in writing. All other may be sent by any delivery method which provides a tracking number and delivery receipt. Notices shall be addressed as provided below (unless a party changes its addresses or addresses through a written notice to the other party that complies with this Paragraph 15):

If to the District:

McAllen Independent School District
Attention: Superintendent
2000 North 23rd Street
McAllen, Texas 78501
Telephone: (956) 618-6000

If to Sponsor:

Boggus Ford Lincoln
1400 E. Expressway 83
McAllen, TX 78501

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall be deemed to be the same instrument.

17. **Relationship of Parties.** This Agreement does not create, and shall not be construed by the parties or any third person as creating, any agency, partnership, joint venture, or employment relationship between the parties. The relationship of the parties under this Agreement shall be solely that of independent contractors. Each party shall be solely responsible for the conduct of its respective agents and employees in connection with that party's performance of this Agreement.

18. **Merger Clause.** This Agreement (including the attached Exhibit) is the final, complete, and exclusive statement and expression of the Agreement among the parties hereto with relation to the subject matter of this Agreement, and supersedes all prior communications with respect to the subject matter contained herein. It is understood that there are no oral representations, understandings, or agreements covering the same subject matter as this Agreement.

19. **Entire Agreement.** This Agreement contains the entire agreement between District and Sponsor, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning this Agreement.

20. **Incorporation of Exhibits.** Any and all Exhibits referenced in this Agreement shall be attached to the Agreement, made a part of the Agreement, and incorporated into the Agreement by reference for all purposes including without limitation the following Exhibit:

Exhibit A – Advertising, Promotional Rights, and Fees

21. **Severability.** In case any provision of this Agreement shall be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement. The validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

22. **Nondiscrimination.** It is mutually agreed that there shall be no discrimination on the basis of a person's race, color, creed, religion, national origin, ancestry, citizenship, gender, sexual orientation, age, or disability.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by an authorized representative as of the Effective Date.

Sponsor:
Boggus Ford Lincoln

Roberto G. Lucio
Roberto G. Lucio (Jan 8, 2011 10:19 CDT)
Robert Lucio, General Manager

Date: Jun 8, 2021

District:

Board of Trustees President

Date: _____

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

By: *Stephen L. Crain*
Stephen L. Crain (Jan 8, 2011 12:29 CDT)
Stephen Crain

EXHIBIT A

Advertising, Promotional Rights, and Fees

Term: The Term of this Agreement is for five (5) years commencing August 1, 2021 through July 31, 2026.

"RIGHTS"

1. **Terms and Conditions.** Under the terms and conditions as set forth herein District grants the advertising rights to the Sponsor, as follows:

Anchor Sponsor

"Anchor Sponsor" receives the following advertising rights:

- Prime Anchor Spot Estimated at approximately 5' x 19' size;
- Backlit illuminated display face;
- Fifteen (15) second video commercial played on scoreboard at all home games for a minimum of two times (at least once per half);
- Scorebug on televised games displayed through one (1) quarter of the game;
- Minimum 3 public address mentions in each game;
- Eight (8) reserved home season tickets for the District high school of your choice; and
- Two (2) VIP parking passes.

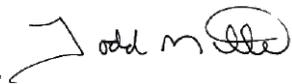
2. **Rights Fee.** The right fee is One Hundred Thousand and no one hundred dollars (\$100,000.00) payable as follows:

- Payment 1 : \$20,000.00 payment due on or before the last Monday of August, 2021.
- Payment 2: \$20,000.00 payment due on or before the last Monday of August, 2022.
- Payment 3: \$20,000.00 payment due on or before the last Monday of August, 2023.
- Payment 4: \$20,000.00 payment due on or before the last Monday of August, 2024.
- Payment 5: \$20,000.00 payment due on or before the last Monday of August, 2025.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: Rosalba De Hoyos

SUPERVISOR: 

Approved for presentation to the Board of Education:



129
Superintendent of Schools Jun 9, 2021

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: *Rosalba De Hoyos*

SUPERVISOR: *J. Adalberto*

Approved for presentation to the Board of Education:

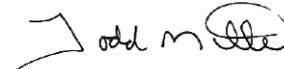
J. Adalberto

130 _____
Superintendent of Schools **Jun 9, 2021**

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: 
Arely Benavides (Jun 10, 2021 15:28 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: *Rosalba De Hoyos*

SUPERVISOR: *[Signature]*

Approved for presentation to the Board of Education:

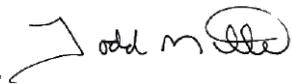
[Signature]

132
Superintendent of Schools Jun 9, 2021

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:



133 _____
Superintendent of Schools Jun 9, 2021

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: *Adelfino*

SUPERVISOR: *Cynthia Medrano-Richards*

Approved for presentation to the Board of Education:

J. Adansky

Description	A	B	C		D	E
	Original Budget	Revised Budget 04/30/2021	Budget Amendments Under Consideration		Revised Budget 06/14/2021	
			Revisions	Transfers		
Audited Fund Balance	97,700,231	97,700,231				97,700,231
Revenues:						
Local:						
Property Taxes	79,823,682	79,823,682	1,450,000			81,273,682
Interest Income	1,559,000	809,000	(214,419)			594,581
Other Local Income	2,827,299	2,762,249	18,304			2,780,553
State:	137,774,797	139,173,497	(4,108,456)			135,065,041
Federal:	21,131,995	24,638,528	277,739			24,916,267
Other Sources:	0	6,578,298	(50,835)			6,527,463
Total Revenues	243,116,773	253,785,254	(2,627,667)	0		251,157,587
Expenditures:						
11 Instruction	125,902,178	130,785,675	(237,234)	220,867		130,769,308
12 Inst. Res. & Media Services	3,591,042	3,646,714	(28,196)	40,400		3,658,918
13 Curriculum Dev. & Inst. Staff Dev.	4,566,016	5,222,339	(60,230)	69,794		5,231,903
21 Inst. Leadership	3,424,579	3,262,907	(40,093)	(300,306)		2,922,508
23 School Leadership	13,398,767	13,969,962	(195,333)	90,669		13,865,298
31 Guid., Counseling & Eval. Ser.	10,033,333	9,986,682	(103,120)	74,909		9,958,471
32 Social Work Services	1,864,993	1,942,550	10,208	(41,646)		1,911,112
33 Health Services	3,031,453	3,241,358	(134,335)	37,448		3,144,471
34 Student (Pupil) Trans.	4,007,329	5,369,675	(92,948)	(56,121)		5,220,606
35 Food Services	17,566,135	22,878,277	(101,122)	9,310		22,786,465
36 Curricular/Extracurricular Act.	9,996,499	9,180,083	(359,126)	(164,838)		8,656,119
41 General Administration	7,895,268	8,810,932	(353,770)	28,557		8,485,719
51 Plant Maint. & Operations	19,817,409	21,813,210	(413,803)	(73,893)		21,325,514
52 Security and Monitoring Serv.	4,387,069	5,047,043	(14,635)	50,538		5,082,946
53 Data Processing Services	4,703,026	6,903,082	(478,266)	(8,433)		6,416,383
61 Community Services	35,975	55,307	(201)	2,745		57,851
71 Debt Service	7,073,589	7,078,590	(1,853,659)			5,224,931
81 Fac. Acquisition & Const.	5,000	983,300		20,000		1,003,300
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000	40,000				40,000
99 Other Intergovernmental Charges	891,975	907,579				907,579
Other Uses	85,330	2,959,330				2,959,330
Total Expenditures	242,316,965	264,084,595	(4,455,863)	0		259,628,732
		136				
Preliminary Ending Fund Balance	98,500,039	87,400,890	1,828,196	0		89,229,086

GENERAL FUND
Revisions

REVENUES:

Local			
Property Taxes	- Increase to Tax Collections for Fund 199 General Fund	\$ 1,450,000	1,450,000
Interest Income	- Increase to Interest Income for Fund 197 Maintenance Tax Notes - Decrease to Interest Revenue for Fund 199 General Fund - Decrease to Interest Revenue for Fund 199 General Fund - Earned Credit	\$ 65,581 (50,000) <u>(230,000)</u>	 (214,419)
Other Local Income	- Increase to Local Revenues for Fund 101 Food Service - Donation from Rio Wireless for Facemasks for Fund 199 General Fund - Increase to Local Revenues for Fund 199 General Fund	\$ 11,056 3,940 <u>3,308</u>	 18,304
State			
	- Summary of Finance Adjustment to 5th Six Weeks for Fund 156 Early Education Allotment - Summary of Finance Adjustment to 5th Six Weeks for Fund 157 Dyslexia - Summary of Finance Adjustment to 5th Six Weeks for Fund 158 School Safety Allotment - Summary of Finance Adjustment to 5th Six Weeks for Fund 162 Career Technical Education - Summary of Finance Adjustment to 5th Six Weeks for Fund 164 Bilingual - Summary of Finance Adjustment to 5th Six Weeks for Fund 193 State Compensatory - Summary of Finance Adjustment to 5th Six Weeks for Fund 199 General Fund - Decrease to TRS On-Behalf	\$ 941,746 81,497 (1,331) (1,086,229) 38,927 (7,019) (2,941,567) <u>(1,134,480)</u>	 (4,108,456)
Federal			
	- Decrease to USDA Commodities for Fund 101 Food Service - Increase to Indirect Cost from Grants for Fund 199 General Fund - Increase to SHARS Revenue for Fund 199 General Fund - Increase to Federal Revenue through Federal Government for Fund 199 General Fund - E-Rate	\$ (26,832) 233,136 47,162 <u>24,273</u>	 277,739
Other Sources			
	- Increase to Sale of Real/Personal Property for Fund 101 Food Service - Increase to Sale of Real/Personal Property for Fund 199 General Fund - Decrease to Proceeds from Capital Leases for Fund 199 General Fund	\$ 15,776 37,560 <u>(104,171)</u>	 (50,835)
		Grand Total	<u>\$ (2,627,667)</u>

EXPENDITURES:

Function 11	- Decrease to Supplies High Pilferage Equipment for Fund 199 General Fund - Decrease to TRS On-Behalf - Transfer to Fund Balance for Fund 155 College, Career and Military Readiness - Transfer from Fund Balance for Fund 164 Bilingual for Interactive Boards for all Elementary Schools - Transfer to Fund Balance for Fund 199 General Fund	\$ (4,914) (716,941) (120,607) 1,530,000 <u>(924,772)</u>	 (237,234)
Function 12	- Decrease to TRS On-Behalf - Transfer to Fund Balance for Fund 199 General Fund	\$ (13,697) <u>(14,499)</u>	 (28,196)

GENERAL FUND
Revisions

Function 13	- Decrease to Supplies High Pilferage Equipment for Fund 199 General Fund - Increase to TRS On-Behalf - Transfer to Fund Balance for Fund 199 General Fund	\$ (356) 22,347 <u>(82,221)</u>	(60,230)
Function 21	- Decrease to TRS On-Behalf - Transfer to Fund Balance for Fund 199 General Fund	\$ (9,594) <u>(30,499)</u>	(40,093)
Function 23	- Decrease to Supplies High Pilferage Equipment for Fund 199 General Fund - Decrease to TRS On-Behalf - Transfer to Fund Balance for Fund 199 General Fund	\$ (35,065) (85,887) <u>(74,381)</u>	(195,333)
Function 31	- Decrease to Supplies High Pilferage Equipment for Fund 199 General Fund - Decrease to TRS On-Behalf - Transfer to Fund Balance for Fund 199 General Fund	\$ (18,687) (56,554) <u>(27,879)</u>	(103,120)
Function 32	- Decrease to Supplies High Pilferage Equipment for Fund 199 General Fund - Increase to TRS On-Behalf	\$ (1,602) <u>11,810</u>	10,208
Function 33	- Increase to Supplies for Facemask Donation for Fund 199 General Fund - Decrease to Supplies High Pilferage Equipment for Fund 199 General Fund - Decrease to TRS On-Behalf - Transfer to Fund Balance for Fund 199 General Fund	\$ 3,940 (5,900) (8,348) <u>(124,027)</u>	(134,335)
Function 34	- Decrease to Supplies High Pilferage Equipment for Fund 199 General Fund - Decrease to TRS On-Behalf	\$ (2,218) <u>(90,730)</u>	(92,948)
Function 35	- Decrease to TRS On-Behalf	<u>\$ (101,122)</u>	(101,122)
Function 36	- Decrease to Supplies High Pilferage Equipment for Fund 199 General Fund - Decrease to TRS On-Behalf - Transfer to Fund Balance for Fund 199 General Fund	\$ (534) (52,426) <u>(306,166)</u>	(359,126)
Function 41	- Decrease to Supplies High Pilferage Equipment for Fund 199 General Fund - Decrease to Miscellaneous Operating Costs for Earned Credit for Fund 199 General Fund - Decrease to TRS On-Behalf - Transfer to Fund Balance for Fund 199 General Fund	\$ (11,828) (230,000) (26,514) <u>(85,428)</u>	(353,770)
Function 51	- Decrease to Supplies High Pilferage Equipment for Fund 199 General Fund - Decrease to TRS On-Behalf - Transfer to Fund Balance for Fund 199 General Fund	\$ (185) (11,218) <u>(402,400)</u>	(413,803)
Function 52	- Decrease to Support Staff Salaries/Wages for Fund 158 School Safety Allotment - Decrease to TRS On-Behalf	\$ (1,331) <u>(13,304)</u>	(14,635)
Function 53	- Decrease to Supplies High Pilferage Equipment for Fund 199 General Fund - Increase to TRS On-Behalf - Transfer to Fund Balance for Fund 199 General Fund	\$ (22,766) 17,893 <u>(473,393)</u>	(478,266)
Function 61	- Decrease to TRS On-Behalf	<u>\$ (201)</u>	(201)

DEBT SERVICE

Description	A	B	C		D	E	
	Original Budget	Revised Budget 03/31/2021	Budget Amendments Under Consideration		Revisions	Transfers	Revised Budget 06/14/2021
Audited Fund Balance	2,046,425	2,046,425					2,046,425
Revenues:							
Local							
Property Taxes	6,683,727	6,683,727	600,000				7,283,727
Interest Income	20,400	20,400					20,400
Other Local Income	44,000	44,000					44,000
State	164,373	163,243					163,243
Federal							
Other Sources		46,207,905					46,207,905
Total Revenues	6,912,500	53,119,275	600,000	0	0	0	53,719,275
Expenditures:							
71 Debt Service	6,912,500	7,370,398					7,370,398
Other Uses		45,750,007					45,750,007
Total Expenditures	6,912,500	53,120,405	0	0	0	0	53,120,405
Preliminary Ending Fund Balance	2,046,425	2,045,295	600,000	0	0	0	2,645,295

DEBT SERVICE
Revisions

REVENUES:

Local

Property Taxes - Increase to Tax Collections for Fund 599 Debt Service Fund

\$ 600,000

600,000

Grand Total

\$ 600,000

Signature: *Natalie Goza*

Email: natalie.goza@mcallenisd.net

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: *Adelfino*

SUPERVISOR: *Cynthia Medrano-Richards*

Approved for presentation to the Board of Education:

J. Adansky

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: June 14, 2021

SUBMITTED BY: *Sam Saldivar, Jr.*
Sam Saldivar, Jr. (Jun 10, 2021 13:04 CDT)

SUPERVISOR: _____

Approved for presentation to the Board of Education:

J. Adansby

144 _____
Superintendent of Schools