



Agenda of Regular Meeting

The Board of Trustees McAllen Independent School District

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Tuesday, February 11, 2025, beginning at 5:30 PM Dr. Ricardo Chapa Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501.

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

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

1. **CALL MEETING TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT(S)**
5. **SUPERINTENDENT'S REPORT(S)**
Presenter: Dr. René Gutiérrez, Superintendent
 - A) Schoolyard Forests Coming to 7 Schools
 - B) Spelling Bee Winners
 - C) Campuses Celebrate 100 Days of Schools
6. **NOTICE OF PUBLIC MEETING** and Notice of Proposed Contract for Legal Services under Texas Government Code § 2254.1036(a)(1) **5**
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Presenter: Dr. René Gutiérrez, Superintendent
7. Discussion and Possible Action on Findings Made upon Approval of Contract 2025-213 Contingent Fee Contract for Legal Services with Millin & Millin, PLLC under Texas Government Code § 2254.1036(b) **8**
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Presenter: Dr. René Gutiérrez, Superintendent

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| 8. | Discussion and Possible Action on Approval of Contract No. 2025-213 Contingent Fee Contract for Legal Services with Millin & Millin, PLLC Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations | 10 |
| | Presenter: Dr. René Gutiérrez, Superintendent | |
| 9. | DONATIONS | |
| | A) Discussion and Possible Action for the Approval of Parent Teacher Organization (PTO) Donation at Leonelo H. Gonzalez Elementary Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership | 20 |
| | Presenter: Dr. René Gutiérrez, Superintendent | |
| 10. | INSTRUCTIONAL SERVICES/ INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, BUSINESS AND OPERATIONS, AND BOARD OF TRUSTEES ITEMS | |
| | A) Instructional Services/ Instructional Leadership Item(s) (Dr. Rosalba De Hoyos and/or Jeanette Nino) | |
| | 1. Report Regarding Counseling and Guidance/Family Treatment Program Department Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services | 22 |
| | Presenter: Dr. René Gutiérrez, Superintendent | |
| | B) Human Resources Item(s) (Dr. Albert Canales) | |
| | C) Business and Operations Item(s) (Lorena Garcia) | |
| | 1. Report Regarding the Delinquent Tax Collections for the Period of October 1, 2024 to December 31, 2024 Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations | 38 |
| | Presenter: Dr. René Gutiérrez, Superintendent | |
| | 2. Report Regarding Self-Funded Health Plan Update Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations | 44 |
| | Presenter: Dr. René Gutiérrez, Superintendent | |
| | 3. Discussion and Possible Action on the McAllen Independent School District January Budget Amendment for Fiscal Year Beginning July 1, 2024 and Ending June 30, 2025 Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations | 57 |
| | Presenter: Dr. René Gutiérrez, Superintendent | |
| | 4. Discussion and Possible Action on Final Payment to Safe Haven Defense Arizona, LLC on Contract No. 2024-313 Safety/Security Film Application Re-Bid Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations | 64 |
| | Presenter: Dr. René Gutiérrez, Superintendent | |

5. Discussion and Possible Action on Request for Proposal No. 2025-1023 Staff Refresh Technology Equipment with Service and Leasing Options 70
 Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Presenter: Dr. René Gutiérrez, Superintendent
- D) Board of Trustees Item(s)**
1. Approval of Board of Education Meeting Minutes 73
 a) Regular Board Meeting January 28, 2025 5:30 PM
- 11. RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, 551.074, 551.076, and 551.089 Texas Government Code, to discuss the following:**
- A) Human Resources Recommendation(s) for School Year 2024-2025
 B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2024-2025
 C) Discussion Regarding School Safety and Security
 D) Pending and/or Potential Litigation
 E) Possible Real Estate Acquisition
- 12. RECONVENE IN OPEN SESSION**
- 13. ACTION ON ITEM(S) IN CLOSED SESSION**
- A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2024-2025 74
 Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Presenter: Dr. René Gutiérrez, Superintendent
- B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2024-2025 75
 Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Presenter: Dr. René Gutiérrez, Superintendent
- C) Discussion Regarding School Safety and Security
 D) Pending and/or Potential Litigation
 E) Possible Real Estate Acquisition
- 14. ADJOURNMENT**

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

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

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

*The notice for this meeting was posted in compliance with the Texas Open Meeting Act on February 7, 2025 by 4:00 P.M.
Natalia Goza
on behalf of the Board of Trustees*

**NOTICE OF A PUBLIC MEETING AND
NOTICE OF PROPOSED CONTRACT FOR LEGAL SERVICES
UNDER TEXAS GOVERNMENT CODE § 2254.1036(a)(1)**

Notice is hereby given that a meeting of the Board of Trustees of McAllen Independent School District will be held on February 11, 2025 for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firm Millin & Millin, PLLC as special counsel to perform all legal services necessary to recover damages, court costs, and penalties as provided in the Texas Insurance Code, the Texas Civil Practice and Remedies Code, and other Texas statutory and common law claims for breaches of contract, tort claims (including negligence, misrepresentations, and/or fraud), violations of the Texas Insurance Code, and common law bad faith on a contingency fee basis.

The purpose of the agreement is to pursue a recovery of insured but unpaid property damages and losses sustained by McAllen Independent School District as a result of the hailstorms and windstorms that struck the McAllen, Texas area in April 2023. By way of this agreement, McAllen Independent School District's desired outcome is to recover damages, court costs, penalties, and other relief under Texas statutory and common law in order to repair the damages from these storms.

Millin & Millin, PLLC is a Texas-based law firm with its office in McAllen specializing in representing institutional and commercial entities with regard to first-party insurance bad faith litigation, commercial litigation, and construction defect litigation and is fully qualified to represent McAllen Independent School District in this matter. Millin & Millin, PLLC regularly represents commercial owners and business entities in litigation, arbitration, and appraisal in matters of this type. John A. Millin IV and Gina K. Millin, both licensed to practice law for 25 years, began their respective careers in criminal law, working for the district attorney's offices of Harris County, Texas and Hidalgo County, Texas, respectively. They both transitioned to law firms in McAllen that focused on civil litigation, becoming specialists in the area of commercial litigation, construction litigation, and first party insurance litigation. They were among the first litigators in the Rio Grande Valley to specialize in first-party insurance property damage claims, having begun their practice in this area in 2000. They formed their own firm in 2014 and have continued to represent private, institutional, and commercial clients in these niche areas. The firm has decades of experience handling first party insurance litigation matters, beginning with claim damage evaluation, pre-litigation analysis and advice, insurance coverage, discovery, motion practice, mediation, litigation, arbitration, appraisal, and appeal. Mr. and Mrs. Millin collectively possess decades of experience handling complicated and high value commercial first party property damage litigation, arbitration, and appraisal, and the firm possesses the competence, specialized experience and resources to represent McAllen Independent School District in this matter.

Millin & Millin, PLLC has not previously represented McAllen Independent School District on a contingency fee arrangement. In 2014, Gina Millin was chosen by McAllen ISD to lead the Facilities Forecast Advisory Committee, which she did on a voluntary basis. The result of her work has provided Millin & Millin, PLLC with unmatched familiarity with McAllen ISD's school campuses and facilities. Millin & Millin, PLLC has represented, and continues to

represent, claimants with competence and professionalism for recovery of damages provided for under Texas statutory and common law.

The specialized legal services, advancement of expenses, and compensation on a contingent fee basis required by this agreement cannot be performed by the attorneys and supporting personnel of McAllen Independent School District, because the District does not currently employ attorneys who have specialized knowledge and experience regarding property insurance coverage analysis and legal remedies under Texas law on a contingent fee basis. In addition, the District does not have budgeted the financial resources necessary to compensate competent and experienced attorneys and staff regarding property insurance law as District employees or to reasonably compensate a firm in private practice with the necessary experience under a contract providing for payment on an hourly basis without contingency. Due to the complexity of the matter and expected difficulties in performing the legal work for this matter, the expected risk of no recovery, the expected expenses, including expert witness fees and other litigation costs, a reasonable hourly fee for a firm in private practice to prosecute this matter would exceed the amount for which the District would be able to adequately budget and expend financial resources. The District does not have the financial resources required to pay the additional significant costs of implementing appropriate infrastructure and technology necessary to fully and properly perform the needed legal services. The District also does not have the financial resources required to properly pursue its claims and causes of action, including to retain independent experts as testifying witnesses and to finance all costs of litigation through final resolution of the matter. Additionally, many law firms that handle large, complex matters strictly on an hourly basis have institutional clients, including insurance companies, large construction companies, and adjusting or third-party administrations; and it would be difficult to find a firm that does not have a conflict of interest that would hinder the firm's ability to effectively represent the District. The proposed law firm has certified that it has no such conflict of interest in representing McAllen ISD.

The legal services cannot be reasonably obtained from attorneys in private practice charging hourly fees without contingency because a contract to pay attorneys on an hourly basis without contingency would represent an additional and significant cost to McAllen Independent School District. Furthermore, the District would be responsible for payment of all costs and expenses of the litigation through appeals, including to retain independent experts as testifying witnesses and to finance all discovery expenses and other costs of litigation through final resolution of the matter. The District does not have the financial resources necessary to pay for these additional and significant expenses necessitated by the specialized insurance recovery matter.

Millin & Millin, PLLC will be compensated on a contingent fee basis. Entering into the proposed agreement is in the best interests of the residents of McAllen ISD and the municipalities that encompass it in Hidalgo County, Texas. The District has sustained significant damages to property fully insured with taxpayer monies and for which there exists a potential recovery from those insuring the damages. Millin & Millin, PLLC possesses the specialized skills, knowledge, experience, and financial and technological resources needed to competently and fully pursue the maximum potential recovery of the District's damages. Furthermore, the proposed agreement enables the District to pursue its legal remedies without diverting essential monies and resources from the ongoing needs and operations of its students, staff, and community at large. In addition,

the proposed agreement shifts the financial risk and burden of litigation costs and expenses to Millin & Millin, PLLC, with the District owing no such monies to the law firm unless and until it recovers monies. Moreover, Texas statutory and common law provide for penalty damages and for recovery of court costs, and for recovery of attorneys' fees for certain of the District's claims, including for breaches of contract and deceptive trade practices. Additionally, time is of the essence in the provision of these legal services. Damages and necessary repairs to McAllen ISD's buildings are currently preventing the use of many of those facilities and impairing the operations of the District. The vast majority of these damages remain unpaid by the insurance company. Further McAllen ISD requires legal counsel and related expert consultant services to further the documentation of damages prior to conducting repairs necessary to appropriately re-occupy the damaged facilities and fully open the McAllen facilities and operations.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: February 11, 2025

Attachment:

SUBMITTED BY: _____

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Feb 5, 2025 15:08 CST)

**FINDINGS MADE UPON APPROVAL OF CONTRACT FOR LEGAL SERVICES
UNDER TEXAS GOVERNMENT CODE § 2254.1036(b)**

WHEREAS, McAllen Independent School District decided to hire outside legal counsel to represent the District in pursuing property damage insurance claims related to storm damage that occurred on or about the month of April 2023.

WHEREAS, in order to receive proposals by potential legal counsel, McAllen Independent School District posted Bid Event 2025-1025, titled Legal Services for Property Damage Claim.

WHEREAS, at a regular called meeting on December 10, 2024, after reviewing the proposals submitted by multiple law firms, the McAllen Independent School District Board of Trustees passed a motion to enter into negotiations on a contingent fee contract for legal services with Millin & Millin, PLLC.

WHEREAS, in connection with same, McAllen Independent School District finds that:

- (1) there is a substantial need for the legal services;
- (2) the legal services cannot be adequately performed by the attorneys and supporting personnel of the political subdivision; and
- (3) the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained or because the political subdivision does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.


THEREFORE, having made these findings, McAllen Independent School District approves a contingent fee contract with Millin & Millin, PLLC.

McALLEN INDEPENDENT SCHOOL DISTRICT

By: SOFIA M. PEÑA
Position: President, McAllen ISD
Board of Trustees

Date: February 11, 2025

Approved as to form:

By: 
JOHNATHAN BALL (Feb 3, 2025 15:27 CST)
Johnathan Ball, Staff Attorney

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: February 11, 2025

Attachment:

SUBMITTED BY: _____

SUPERVISOR: *Louisa Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Feb 7, 2025 07:56 CST)

CONTINGENT FEE LEGAL SERVICES CONTRACT

This Agreement ("Agreement") is made on the 11th day of February, 2025, between McAllen Independent School District, hereinafter referred to as "CLIENT" and Millin & Millin PLLC, hereinafter referred to as "FIRM." In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.1. CLIENT has found a substantial need to employ FIRM to provide professional legal services in connection with litigation, arbitration, and/or appraisal, and to pursue all remedies available to the CLIENT regarding property damage to CLIENT'S property caused by the hail and windstorms of April 2023 and any related proceedings involving CLIENT and their insurance carriers, agents and other parties referred to as (collectively, "Defendants") whether by litigation, arbitration, or appraisal. (the matter referred to as "the Representation").

1.2. CLIENT hereby retains and employs FIRM. CLIENT has, by its approval of this Agreement, found that CLIENT has a substantial need for these legal services which cannot be adequately performed by CLIENT'S attorneys or other government attorneys, and, because of the nature of the matter for which services will be obtained, and CLIENT'S budgetary constraints, they cannot be reasonably obtained from attorneys in private practice under a contract providing only for the payment of hourly fees without contingency, without regard to the outcome of the matter. The estimated amount that may be recovered from any litigation is expected to exceed \$100,000.00.

1.3. CLIENT hereby authorizes and directs FIRM, subject to the supervision, direction and control of the CLIENT, to handle the Representation and to take all actions necessary to prosecute and assist in the prosecution of the ongoing claim and/or any new civil case or additional case(s) on behalf of CLIENT against potential Defendants as identified by the FIRM. In the Representation, FIRM may seek necessary and appropriate injunctive relief, damages, civil penalties, and attorney's fees, and such other pecuniary recovery as may be provided for by the laws of the State of Texas and/or any relevant local, state and/or federal statutory and/or common law against any and all potentially responsible parties.

1.4. CLIENT has determined pursuant to Education Code §44.031 that this Agreement is for *professional services*, requiring work that is predominantly mental or intellectual, rather than physical or manual, requiring special knowledge or attainment and a high order of learning, skill, and academic intelligence, and the services of FIRM are being retained pursuant to all applicable laws.

1.5. The term of this Agreement shall end after the conclusion of the Representation unless either party extends or terminates this Agreement in accordance with its provisions.

1.6. The primary attorney handling this representation employed by FIRM will be John A. Millin IV, and he agrees to perform necessary legal work with reference to the Representation, and will work at the direction of CLIENT, consistent with FIRM'S professional obligations. FIRM shall prosecute the action on behalf of CLIENT against Defendants and seek necessary and appropriate temporary and permanent injunctive relief, damages, civil statutory penalties, including penalties under Section 542 of the Texas Insurance Code, and attorney's fees and such other monetary recovery as may be provided for by the laws of the State of Texas and/or any relevant local, state, federal statutory and/or common law in connection with the activities of Defendants. FIRM shall furnish the services for the Representation. FIRM agree to perform necessary legal work with reference to the Representation and will work specifically with the CLIENT or its designee. FIRM will work under the supervision, direction, and control of CLIENT or its designee.

1.7. To enable FIRM to provide effective representation, CLIENT agrees to do the following: (1) disclose to FIRM, fully and accurately and on a timely basis, all facts and documents within CLIENT'S knowledge that are or might be material, or that FIRM may request, (2) keep FIRM apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend hearings, trial, meetings, conferences, and other proceedings when it is reasonable to do so, (4) provide all files, documents, evidence, work product, and results of investigation related to the Representation that were created or obtained prior to the FIRM being hired, and (5) otherwise cooperate fully with FIRM.

1.8. Neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement without the express written permission of the other parties, unless otherwise authorized in this Agreement.

1.9. The person or entity that FIRM represents is CLIENT, and FIRM'S attorney-client relationship does not include any related persons or entities. If any potential conflict arises with respect to the Representation, FIRM will make full disclosure of the possible effects of such Representation on the professional judgment of each individual associated with FIRM working on Representation. Such disclosure shall be made in writing to CLIENT, or any other attorney as designated by the CLIENT and/or its designee.

1.10. It is understood and agreed that FIRM'S engagement is limited to the Representation unless otherwise stated in another agreement.

1.11. Any expressions on FIRM'S part concerning the outcome of the Representation, or any other legal matters, are based on FIRM'S professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by FIRM'S knowledge of the facts and are based

on FIRM'S views of the state of the law at the time they are expressed. FIRM has made no promises or guarantees to CLIENT about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

1.12. After completing the Representation, changes may occur in the applicable laws or regulations that could affect CLIENT'S future rights and liabilities in regard to the Representation. Unless FIRM is actually engaged after the completion of the Representation to provide additional advice on such issues, FIRM has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Representation other than the continuing obligations set out in this Agreement.

1.13. At the conclusion of the Representation, FIRM will return to CLIENT any documents that FIRM is specifically requested to return. As to any documents so returned, FIRM may elect to keep a copy of the documents in FIRM'S stored files. CLIENT owns all final work product generated from the Representation.

1.14. Any notice required or permitted to be given by CLIENT to FIRM hereunder may be given by hand delivery, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Attn: John A. Millin IV
MILLIN & MILLIN, PLLC
4107 N. 22ND ST.
McALLEN, TEXAS 78504

1.15. Any notice required or permitted to be given by FIRM to CLIENT hereunder may be given by hand delivery or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Attn: Dr. Rene Gutierrez
Superintendent
McAllen Independent School District
2000 N. 23rd St.
McAllen, Texas 78501

1.16. Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.

1.17. FIRM affirmatively consents to the disclosure of its email addresses that are provided to CLIENT. This consent is intended to comply with the requirements of the Texas Public' Information Act, Tex. Gov't Code Ann. § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply

to email addresses provided by FIRM and agents acting on FIRM'S behalf and shall apply to any email address provided in any form for any reason whether related to this Agreement or otherwise.

1.18. It is expressly understood that FIRM has no authority to settle or otherwise compromise the position of the CLIENT or any of its officers. CLIENT retains all authority to settle the case or any part thereof.

1.19. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CLIENT.

1.20. FIRM shall provide CLIENT's general counsel with reports on the status of the Representation as requested by CLIENT. No settlement of any claim, suit, or proceeding shall be entered into without the approval of the CLIENT.

II. FIRM'S COMPENSATION AND OTHER MATTERS

2.1 In consideration of the legal services to be provided to CLIENT by FIRM pursuant hereto, subject to the limitations in this Agreement, CLIENT hereby assigns and grants unto FIRM attorney's fees as follows:

2.2 Any fee payable to FIRM will be from the portion of any award, judgment, and/or settlement allocated by law to CLIENT, whether realized before or after litigation commences or through the appraisal process. This Agreement shall not confer upon FIRM any rights to any portion of any sum awarded to the State of Texas as a result of the Representation.

2.3 In the event of a recovery against the Defendant(s) resulting from the Representation, the CLIENT agrees to pay FIRM the lesser of 33 1/3% of the amount recovered or four times FIRM'S base fee computed in accordance with Subchapter C, Chapter 2254 of the Texas Government Code more fully discussed below, and the contingent fee owed under this Agreement will not exceed the lesser of 33 1/3% of the amount recovered or four times FIRM'S base fee.

2.4 The contingent fee set forth in this section will be subject to the limitations set forth in this Agreement pursuant to Subchapter C, Chapter 2254 of the Texas Government Code.

2.5 The amount recovered for purposes of the contingent fee computation in paragraphs 2.3 and 2.4 is the total amount obtained, including any recovery of attorney's fees, statutory civil penalties, expenses, and damages of any kind, before reimbursable expenses are deducted.

2.6 This Contract is not for mixed hourly and contingent fee services. The amount of the contingent fee and reimbursement of expenses under this Agreement will be computed in accordance with Subchapter C, Chapter 2254 of the Texas Government

Code. Because of the expected difficulties in performing the work under this Agreement, the amount of expenses expected to be risked by FIRM, the expected risk of no recovery, and the expected long delay in recovery, a reasonable multiplier for the base fee in this matter is four. FIRM'S reasonable hourly rate for the work performed under the Agreement, based on the reasonable and customary rate in Hidalgo County for this type of litigation and on the relevant experience, demonstrated ability, and standard hourly billing rate for these attorneys, paralegals, and law clerks for this type of work, is:

| | |
|------------------------------------|------------|
| John A. Millin IV, Senior Counsel: | \$450/hour |
| Gina K. Millin, Senior Counsel: | \$450/hour |
| All Associates: | \$350/hour |
| All Paralegals: | \$150/hour |
| All Law Clerks: | \$150/hour |

These rates apply to the subcontracted work performed, if any, by an attorney, law clerk, or paralegal. The base fee will be computed pursuant to Chapter C, Section 2254 of the Texas Government Code by multiplying the number of hours the attorney, paralegal or law clerk worked in providing legal or support services for the CLIENT times the reasonable hourly rate for the work performed by the attorney, paralegal or law clerk. The base fee is computed by adding the resulting amounts. The computation of the base fee does not include hours or costs attributable to work performed by a person who is not employed by FIRM or a partner, shareholder, or employee of FIRM. There are no differences in the method by which the contingent fee is computed if the matter is settled, tried, or tried and appealed.

2.7 Reimbursement of subcontracted work, if any, under Texas Government Code Section 2254.107 shall meet the requirements of Subchapter C, Chapter 2254 of the Texas Government Code, without regard to the expected or actual amount of recovery under this Agreement.

2.8 Payment of the contingent fee and reimbursement of expenses under this Agreement will be paid and limited by the requirements set forth in Subchapter C, Chapter 2254 of the Texas Government Code, including Section 2254.105(5) and all other applicable sections.

2.9 FIRM assumes responsibility for the Representation. If there is a recovery, then upon recovery, the CLIENT will instruct ATTORNEYS as to how to transfer the recovered funds in writing.

2.10 Payment of reimbursable expenses is contingent on the outcome of this matter and are reimbursable solely from the amount recovered in the matter. CLIENT shall have the absolute right to settle the case for no recovery of damages, expenses, or attorney's fees, which would yield no contingent fee or payment of any kind to FIRM. Client will not be liable for reimbursable expenses in the event that CLIENT settles the case for no recovery of damages and makes no recovery of expenses or attorney's fees

or the case otherwise results in no recovery of damages and makes no recovery of expenses or attorney's fees. FIRM will be responsible for paying all expenses of litigation directly to the vendor, such as, expert witness fees, deposition expenses, and other court costs/fees. CLIENT will not be required to advance any litigation expenses under this Agreement.

2.11 The fee to be paid under this Agreement shall come exclusively out of any recovery (including but not limited to any attorney's fees and expenses) awarded in any way resulting from the Representation and CLIENT shall be liable to ATTORNEYS for no more than the fee and reimbursable expenses as described herein. CLIENT has specifically allocated and made available from currently budgeted funds the sum of \$0 to discharge any obligation that CLIENT may incur arising out of this Agreement.

2.12 It is expressly understood that the fee described above shall be the sole source of compensation to FIRM for overhead costs and expenses (with the exception of the reimbursable expenses listed below) and includes, but is not limited to, all costs for clerical work, including overtime, computer time, meals, clerical filing, and proofreading. FIRM agrees that they are neither authorized to seek reimbursement nor is CLIENT obligated to pay for mileage within Hidalgo County, parking fees, local facsimile (fax) transmissions, use of law library, or other costs or expenses (similar or dissimilar) except for those for which reimbursement is specifically provided for in this Agreement, if any. Expert witness fees, mediation fees, expenses associated with depositions and hearings or trial (such as costs of the transcript, and court reporter or videographer fees), travel outside Hidalgo County, research and investigation related fees and expenses, finance expenses, Westlaw legal research expenses, and expenses associated with creating demonstrative exhibits or other means of evidence presentation during trial or hearings (such as trial graphics) shall constitute the reimbursable expenses ("the Reimbursable Expenses"). FIRM shall advance all the Reimbursable Expenses. Reimbursable Expenses shall be recovered by FIRM out of the CLIENT'S portion of any settlement or judgment that arises out of the Representation.

2.13 FIRM has been engaged to provide legal services in connection with the Representation, as specifically defined in this Agreement. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect CLIENT'S future rights and liabilities in regard to the Representation. Unless FIRM is actually engaged after the completion of the Representation to provide additional advice on such issues, FIRM has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Representation other than the obligations set out in this Agreement.

2.14 It is the intention of the parties that this Agreement shall be in all respects in compliance with the requirements of Subchapter C of Chapter 2254 of the Texas Government Code. To the extent any provision of the Agreement is held in whole or in part to be not in compliance with the requirements of Subchapter C of Chapter 2254 of the Texas Government Code, then such provision will be modified to bring the provision

into compliance with the requirements of Subchapter C of Chapter 2254 of the Texas Government Code.

2.15 If any provision of this Agreement is held in whole or in part to be unenforceable, void, or voidable for any reason, then such provision will be modified to reflect the parties' intention and to make the provision enforceable. It is the parties' intention that the suit against Defendants shall continue regardless of whether any single part of this Agreement is unenforceable, void or voidable. In the event that one or more provisions of this Agreement is held unenforceable, all remaining provisions of this Agreement that have not been determined by a court as being unenforceable, void, or voidable, shall remain in full force and effect.

III. OTHER PROVISIONS

3.1 This Agreement is effective only after review and approval by the Office of the Attorney General for the State of Texas. No legal services will be or have been performed under this contract unless and until the contract is approved pursuant to Tex. Gov't Code § 2254(b)-(c).

3.2 FIRM must and shall keep current and complete written time and expense records that describe in detail the time and money spent each day in performing the contract (this Agreement) as required by Section 2254.104(a) Texas Government Code.

3.3 FIRM shall permit CLIENT or CLIENT'S attorney or CLIENT'S governing body or other governing officials, the Attorney General for the State of Texas, the State Auditor, or any other appropriate official, to inspect or obtain copies of the time and expense records kept in accordance with Section 3.2, at any time on request, as required by Section 2254.104(b) Texas Government Code. FIRM shall provide CLIENT interim statements that describe the job-to-date time and expense records of FIRM, plus the expenses that are subject to reimbursement.

3.4 Upon conclusion of any matter for which FIRM was retained, FIRM shall provide CLIENT with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows FIRM'S computation of the amount of the contingent fee, and contains the final complete time and expense records required by Section 2254.104(c) Texas Government Code. The complete written statement required under this section is public information under Chapter 552 of the Texas Government Code and may not be withheld from a requester under that chapter under Section 552.103 or any other exception from required disclosure.

3.5 All time and expense records required by Section 3.2 are public information subject to required disclosure under Chapter 552 of the Texas Government Code. Information contained in the time and expense records may be withheld from a member of the public under Section 552.103 only if, in addition to meeting the requirements of Section 552.103, the chief legal officer or employee of CLIENT

determines that withholding the information is necessary to protect the CLIENT'S strategy or position in pending or reasonably anticipated litigation. If any information is withheld from public disclosure in accordance with this subsection, CLIENT shall segregate said information from information that is subject to required public disclosure.

3.6 Once approved under Section 2254.1036 Texas Government Code, this contract is public information under Chapter 552 of the Texas Government Code and may not be withheld from a requestor under Section 552.103 or any other exception from required disclosure.

3.7 The amount recovered for purposes of the contingent fee computation is the amount obtained before Reimbursable Expenses are deducted.

3.8 Any subcontracted legal or support services performed by a person who is not FIRM or a partner, shareholder, or employee of FIRM is a Reimbursable Expense only after receiving written permission from CLIENT and only in accordance with Subchapter C, Chapter 2254 of the Texas Government Code.

3.9 FIRM, pursuant to Tex. Gov't Code§ 2254.1032. agrees to indemnify and hold harmless the political subdivision from claims and liabilities resulting from negligent acts or omissions of Millin & Millin, PLLC or any of their employees or agents as allowed under Tex. Gov't Code § 2254.1034.

3.10 No Fee payment or expense reimbursement to FIRM shall occur until the provisions of Tex. Gov't Code§ 2254.108 are met. Prior to the payment of fees or expenses, at a public meeting, the political subdivision must review the appropriate documents, determine whether the expenses were reasonable, proper, necessary, actually incurred on behalf of the political subdivision, and paid for by FIRM and verify that the hours of work on which the fee computation is based were actually worked in performing reasonable and necessary services for the political subdivision under this contract.

3.11 Pursuant to Section 81.079 of the Texas Government Code, we provide the following notification and information to CLIENT: "The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free call."

AGREED:


CLIENT:

McALLEN INDEPENDENT SCHOOL DISTRICT

Date: February 11, 2025

By: SOFIA M. PEÑA
Position: President, McAllen ISD
Board of Trustees

Approved as to form:

By: 
JOHNATHAN BALL (Feb 3, 2025 15:24 CST)

Johnathan Ball, Staff Attorney

FIRM:

Date: _____

John A. Millin, IV for
Millin & Millin PPLC

APPROVED BY:

OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF TEXAS:

By: _____
Attorney General or his designee


Effective Date: _____

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: February 11, 2025

Attachment:

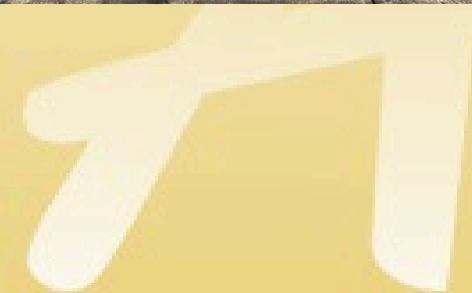
SUBMITTED BY: _____


SUPERVISOR: Jeanette Nino (Feb 6, 2025 12:16 CST)

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Feb 7, 2025 08:30 CST)

Leonelo H. Gonzalez Elementary Parent Teacher Organization (PTO) Donation – Artificial Turf




**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: February 11, 2025

Attachment:

SUBMITTED BY: 
Norma Cabrera (Feb 4, 2025 19:49 CST)

SUPERVISOR: 
Rosalba De Hoyos (Feb 5, 2025 10:00 CST)

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Feb 5, 2025 10:12 CST)

MC⁺ALLEN ISD

WE ARE **ALL** IN!

COLLEGE CAREER COUNSELING DEPARTMENT

EXECUTIVE SUMMARY

NORMA CABRERA, DIRECTOR

2024-2025

MC⁺ALLEN ISD
**LEGACY OF
GREATNESS**
EST. 1915 *continues*



COLLEGE. CAREER. COUNSELING.

Our Mission

The guidance and counseling department provides **guidance and support** to all students **to promote social-emotional development, academic success, and post-secondary, military, and career involvement.**

Our Vision

The guidance and counseling program **focuses on increasing students' social-emotional skills, academic mastery, and college, career, and military readiness.**

COLLEGE. CAREER. COUNSELING.

TEAM



Connie Caballero,
SW Manager



Jose Soto,
Assessment
Coordinator



Norma Cabrera,
Director



Sylvia Aguilera
PRS Teacher



Adrian Garza
FTP Manager



Estella Rhyne
Secretary



SCHOOL COUNSELORS

2024-2025



McALLEN ISD

COLLEGE. CAREER. COUNSELING.

GOAL 1-ENHANCE COMPREHENSIVE SCHOOL COUNSELING PROGRAM

Enhance and implement a data-driven CSCP aligned with the TCA and ASCA National Model. This program will address students' academic, career, and social-emotional development, ensuring equitable access to resources and support services.

GOAL 2-STRENGTHEN PROFESSIONAL DEVELOPMENT OPPORTUNITIES FOR SCHOOL COUNSELORS, SOCIAL WORKERS, AND FAMILY TREATMENT STAFF

Provide continuous, high-quality professional development to ensure school counselors remain current with best practices, emerging trends, and innovative strategies to support students' academic careers and social emotional learning. .,

GOAL 3-IMPROVE STUDENT OUTCOMES

Establish measurable goals to increase student achievement, graduation rates, and post-secondary readiness. Use data analysis to identify trends, target interventions, and track the effectiveness of counseling initiatives, adjusting strategies as needed to maximize impact.



COLLEGE. CAREER. COUNSELING.

GOAL 1-ENHANCE COMPREHENSIVE COUNSELING PROGRAM

Develop and implement a data-driven CSCP aligned with the TCA and ASCA National Model. This program will address students' academic, career, and social-emotional development, ensuring equitable access to resources and support services.

EFFORTS

Conduct needs assessments across grade levels to identify academic, career, and social-emotional support gaps. Tailor the counseling program to address student individual needs. Enhance a suggested pacing guide and individual campus comprehensive counseling plans.

EVIDENCE

Student achievement, graduation rates, dropout rates, CCMR percentages, promotion/retention rates. Flyers, agendas, sign-ins, and presentations will support such efforts.



COLLEGE. CAREER. COUNSELING.

GOAL 2-STRENGTHEN PROFESSIONAL DEVELOPMENT OPPORTUNITIES FOR SCHOOL COUNSELORS

Provide continuous, high-quality professional development to ensure school counselors remain current with best practices, emerging trends, and innovative strategies to support students' academic careers and sSEL.,

EFFORTS

Facilitate regular trainings, encourage professional growth, and promote peer collaboration. Organize monthly meetings, annual workshops, and regular trainings on topics such as trauma-informed practices, mental health interventions, and equity in education.

EVIDENCE

Such efforts are supported via flyers, agendas, sign-ins, feedback forms, lesson plans, program materials, time logs, and presentations.



COLLEGE. CAREER. COUNSELING.

GOAL 3-IMPROVE STUDENT OUTCOMES

Establish measurable goals to increase student achievement, graduation rates, and post-secondary readiness. Use data analysis to identify trends, target interventions, and track the effectiveness of counseling initiatives, adjusting strategies as needed to maximize impact.

EFFORTS

Use data to identify student groups that are in need of interventions. Design targeted interventions via counseling support to help students with academic success. Implement college and career curriculum for all grade levels, including resume building, college applications and FAFSA.

EVIDENCE

EOY scholarship totals, college admission data, CCMR data, FAFSA completion data, number mental health referrals/hospitalizations.



Social Workers



Homeless Populations
Foster Students
At-Risk/Eco Dis. Students
Crisis Support

Elementary

- ▶ McKinney-Vento Identification
- ▶ Student and Family Support
- ▶ Crisis Support
- ▶ Community Resources:
 - ✓ Rack Room Shoes – Shoes That Fit Program (November-March)
 - ✓ Caritas – Parental Involvement
 - ✓ City of McAllen & United Way-Transportation Metro Vouchers
 - ✓ Food Bank of the Rio Grande Valley
 - ✓ Community Service Agency
 - ✓ Salvation Army
 - ✓ Catholic Charities of the Rio Grande Valley
 - ✓ Easter Seals Rio Grande Valley
 - ✓ In His Steps Shoe Referral
 - ✓ School Nurse – Medical Care Clinic Information/Eyeglass Vouchers
 - ✓ Community Partners – Donations of Clothes/blankets for Crockett Closet
 - ✓ The Family Church-Turkey Meal Box
 - ✓ United Way of South Texas – Spirit of Christmas

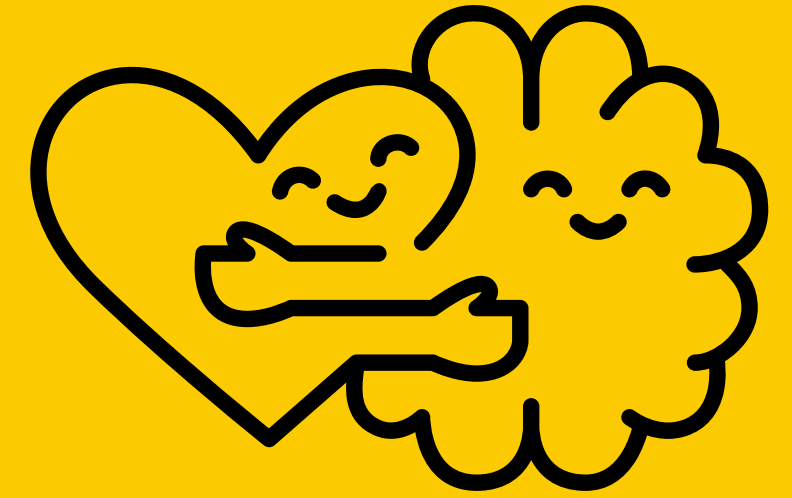
Middle School

- ▶ McKinney-Vento Identification
- ▶ Student and Family Support
- ▶ Crisis Support
- ▶ Tier 2 Interventions
- ▶ Positive Action Group-Self-concept, Respect, Positive Decision Making
- ▶ Why Try Curriculum for student group – Training of all Social Workers (Biweekly)
- ▶ Supervise UTRGV School of Social Work Internship Field Instructors-Placement Fall 2022
- ▶ Community Resources:
 - ✓ Rack Room Shoes – Shoes That Fit Program (November-March)
 - ✓ Caritas – Parental Involvement
 - ✓ United Way of South Texas-Educational Coalition
 - ✓ City of McAllen & United Way-Transportation Metro Vouchers
 - ✓ Food Bank of the Rio Grande Valley
 - ✓ Community Service Agency
 - ✓ Salvation Army
 - ✓ Catholic Charities of the Rio Grande Valley
 - ✓ Easter Seals Rio Grande Valley
 - ✓ Nurse Family Partnership – Pregnancy Related Services
 - ✓ In His Steps Shoe Referral
 - ✓ School Nurse – Medical Care Clinic Information/Eyeglass Vouchers
 - ✓ Partner’s in Excellence
 - ✓ Community Partners – Donations of Clothes/blankets for Crockett
 - ✓ United Way of South Texas – Spirit of Christmas

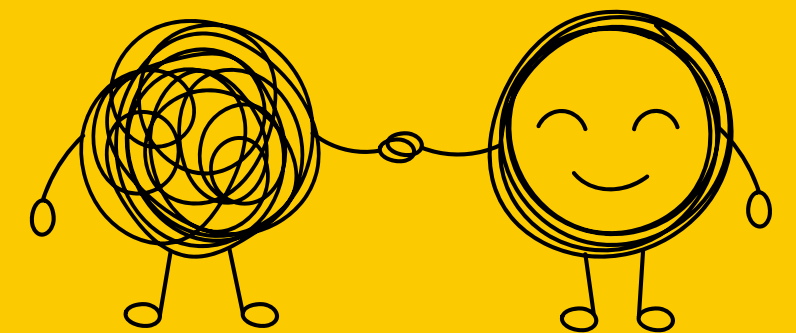
High School

- ▶ McKinney-Vento Identification
- ▶ Student and Family Support
- ▶ Crisis Support
- ▶ Tier 2 Interventions
- ▶ Positive Action Group-Self-concept, Respect, Positive Decision Making
- ▶ Why Try Curriculum for student group – Training of all Social Workers (Biweekly)
- ▶ Supervise UTRGV School of Social Work Internship Field Instructors
- ▶ Work Ready – Food Handlers Certificate – Partner United Way
- ▶ Youth Initiative Leadership Program – Partner United Way
- ▶ Community Resources:
 - ✓ Rack Room Shoes – Shoes That Fit Program (November-March)
 - ✓ Caritas – Parental Involvement
 - ✓ United Way of South Texas-Educational Coalition
 - ✓ City of McAllen & United Way-Transportation Metro Vouchers
 - ✓ Food Bank of the Rio Grande Valley
 - ✓ Community Service Agency
 - ✓ Salvation Army
 - ✓ Catholic Charities of the Rio Grande Valley
 - ✓ Easter Seals Rio Grande Valley
 - ✓ Nurse Family Partnership – Pregnancy Related Services
 - ✓ In His Steps Shoe Referral
 - ✓ School Nurse – Medical Care Clinic Information/Eyeglass Vouchers
 - ✓ Partner’s in Excellence
 - ✓ Community Partners – Donations of Clothes/blankets for Crockett
 - ✓ United Way of South Texas – Spirit of Christmas

FAMILY TREATMENT PROGRAM

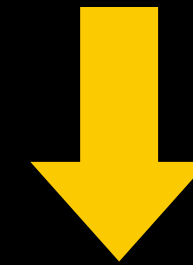
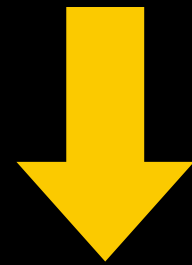
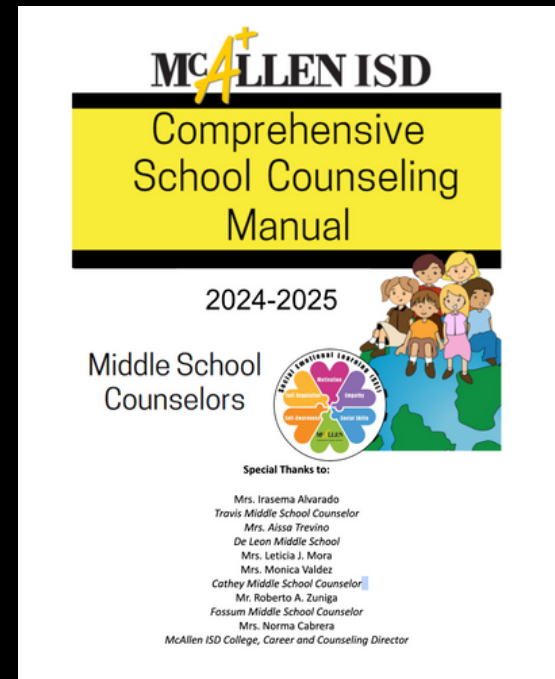


- Comprehensive Mental Health Services
- Mental Health Education and Awareness
- Community Resources
- Supportive School Environments



COLLEGE. CAREER. COUNSELING.

Recommended Pacing Guide



Comprehensive Campus Counseling Plan

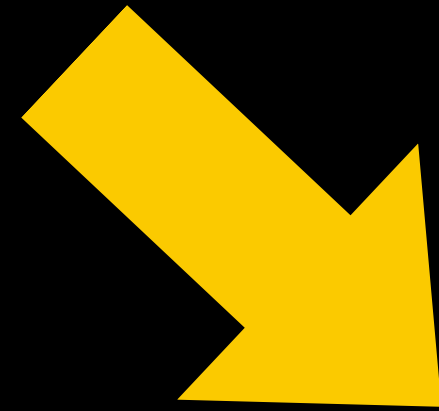
Comprehensive Campus Counseling Plan

Campus Data

Goals

Efforts

Evidence



**Campus
Annual Report**

Congratulations Counselors



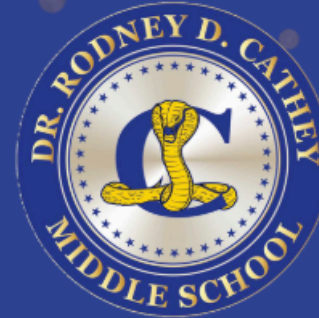
CREST

TEXAS SCHOOL COUNSELOR ASSOCIATION

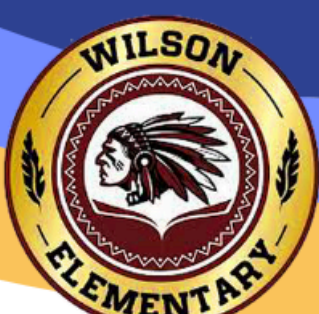
2024-2025

AWARD WINNERS!

Counselors Reinforcing Excellence for Students in Texas



McAllen ISD





27 CREST Recognized Schools

QUESTIONS/COMMENTS

Norma Cabrera M.Ed.,
Director
College, Career, and Counseling Department
MCALLEN INDEPENDENT SCHOOL DISTRICT
@CounselorMISD Norma.Cabrera@McAllenISD.net (956) 618-6098

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: February 11, 2025

Attachment:

SUBMITTED BY: 
JOEL GARCIA (Jan 29, 2025 08:46 CST)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Jan 29, 2025 16:25 CST)

McALLEN INDEPENDENT SCHOOL DISTRICT



DELINQUENT TAX COLLECTION REPORT
FEBRUARY 11, 2025



1512 SOUTH LONE STAR WAY, EDINBURG, TEXAS 78539 ☎ TEL. (956) 383-4500

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW

1512 S. Lone Star Way ★ Edinburg, Texas 78539
Tel: (956) 383-4500 Fax: (956) 383-7820

February 11, 2025

Ms. Sofia M. Peña, President
Ms. Lucia Regalado, Vice-President
Mrs. Erica de la Garza-Lopez, Secretary
Mrs. Debbie Crane-Aliseda, Trustee
Mrs. Elizabeth "Lizzie" Kittleman, Trustee
Mr. Aaron D. Rivera, Trustee
Ms. Lucia Thompson, Trustee
Dr. René Gutiérrez, Superintendent
McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501

RE: Delinquent Tax Collections for the period of October 01, 2024 through December 31, 2024

Dear Dr. Gutiérrez and Board of Trustees:

The Linebarger Goggan Blair & Sampson, LLP Report highlights our delinquent ad valorem tax collection program on behalf of the McAllen Independent School District. Our collection results, as noted herein, continue to be successful for the McAllen Independent School District.

Please know that we truly appreciate the opportunity to represent the McAllen Independent School District on all delinquent ad valorem tax matters. As always, we will continue to provide the McAllen Independent School District with quality representation, consistent results, and an ample experienced staff of attorneys, legal assistants and a certified tax assessor collector dedicated to servicing your account. We are available to address any questions you may have or to discuss any concerns that interest you at your convenience.

Sincerely,



Kelly R. Salazar
Capital Partner

Our delinquent tax collection program for the McAllen Independent School District continues to emphasize two basic premises: to work with individual taxpayers to collect taxes owed to the McAllen Independent School District and to only use the tool of litigation as a final option. We listen and continually adapt to your changing needs to ensure that we are providing the best possible service and deliver customized collection programs that yield the best possible results. The following information is an overview of our collections efforts during this reporting period.

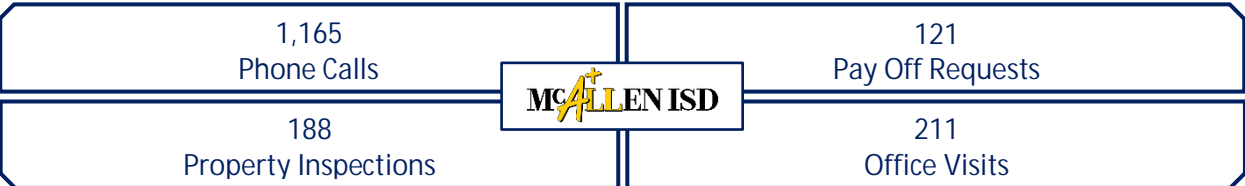

MAILINGS

Our extensive mailing program is designed to advise people who have not paid their delinquent taxes to McAllen Independent School District. During the course of the fiscal year, we send delinquent notices, with varying degrees of intensity to every delinquent taxpayer. The intensity of the notice varies on factors such as: time of year, type of property and the particular needs of the jurisdiction.

1 Demand Mailing – 996 Statements Mailed


CONTACTS

Our comprehensive collection services provide a wide scope of exceptional assistance to the McAllen Independent School District and its residents. Equipped with multi-skilled representatives, we create and manage flexible payment plans for taxpayers experiencing any financial hardship.



LITIGATION

Filing a lawsuit to collect delinquent taxes is used as a final resort; after diligent efforts to contact and work with taxpayers are fully exhausted. Once the decision to file suit has been made, a complete property title search is conducted, the taxable property is further identified and all interested parties, including all lien holders, are identified and served with notice of the lawsuit.

| Litigation Activity | Cases | Base, Penalty and Interest |
|-----------------------------------|-------|----------------------------|
| • Filed Lawsuits | 29 | \$176,729 |
| • Lawsuits Disposed | 22 | \$203,653 |
| • Judgments Taken | 7 | \$24,610 |
| • Pending Litigation as of 1/2025 | 271 | \$1,630,651 |

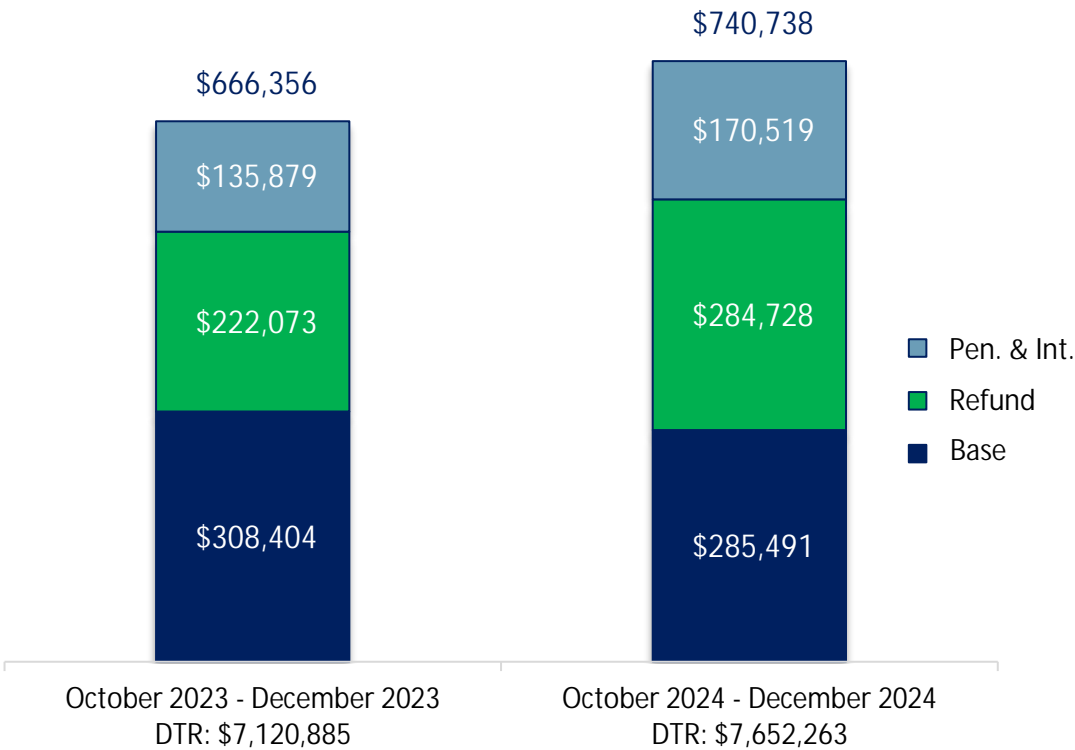
TAX SALES/RESALES

Our Office regularly monitors all judgments we take on behalf of the McAllen Independent School District. During this quarter, two (2) tax sales were conducted, placing three (3) properties for sale.

| Tax Sale Result | Number of Properties | Base, Penalty and Interest |
|----------------------------|----------------------|----------------------------|
| Pulled – Payment Agreement | 3 | \$11,089 |

COLLECTIONS

2ND QUARTER COLLECTION COMPARISON



Source: Hidalgo County Tax Office Reports

FUTURE OVERVIEW

Our office is committed to making necessary adjustments to our collection procedures and methods to best advocate for McAllen Independent School District. We will continue to offer firm yet flexible payment options for the McAllen Independent School District taxpayers.

Review of Pending Judgments and the Filing of Additional Lawsuits

During the next quarter we will continue to work pending lawsuits for full payment or payment agreements. We will also continue researching the delinquent tax roll for possible new lawsuits; both real and personal property accounts.

Continued Monitoring of Bankruptcy Accounts

As a continuation of our standard operating practice, we will actively monitor and verify accounts in bankruptcy for the payment of taxes, penalties, and interest owed to the School District.

Mailing Program

We have completed our scheduled mailing on behalf of the School District for the upcoming quarter. In addition to our scheduled mailing, our in-house letter program sends letters to taxpayers who are otherwise non-responsive to phone calls. These letters inform the delinquent taxpayer of options available for payment during this period.

Scheduling of Property Sales

As properties are taken to judgment, they will be reviewed and checked for payment. Those judgments with no taxpayer response will be further reviewed and scheduled for possible tax sale.

Execution of the work plan established for the McAllen Independent School District will include the constant monitoring of collection figures in order to adjust resources and enforce the collection of delinquent taxes. Our collection efforts will also include prosecuting pending suits to conclusion, mailing monthly letters, and filing new suits in order to maximize the collection of taxes. We will continue to work closely with you and your administrative staff to provide assistance and advice on all property tax matters, including changes in the law brought about by amendments to the Texas Property Tax Code.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: February 11, 2025

Attachment:

SUBMITTED BY: _____

SUPERVISOR: *Louisa Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Feb 4, 2025 10:16 CST)

Report Regarding

Self – Funded Health Plan

FY 23-24 Projections

| FY 23-24 Projection as of March 2024 | | |
|--------------------------------------|---------------|-------------|
| Beginning Fund Balance | | \$2,551,459 |
| Projected Revenue | \$25,495,396 | |
| Less Projected Expenses | 26,957,181 | |
| Gain/(Loss) | (1,461,785) | |
| Projected Ending Fund Balance | | \$1,089,674 |
| FY 23-24 Actual | | |
| Beginning Fund Balance | | \$2,551,459 |
| Revenue | \$25,468,866 | |
| Expenses | 27,951,829 | |
| Gain/(Loss) | (\$2,482,963) | |
| Ending Fund Balance | | \$68,496 |

FY 24-25 Projections

| FY 24-25 Projection as of March 2024 | | |
|--|--------------|-------------|
| Beginning Fund Balance | | \$1,089,674 |
| Projected Revenue | \$25,495,396 | |
| Reserve Funds Carry Over | 2,000,000 | |
| Health Plan Budget Reduction/Savings | 856,676 | |
| Less Projected Expenses | 28,613,922 | |
| Gain/(Loss) | (\$261,850) | |
| Projected Ending Fund Balance | | \$827,824 |
| NEW FY 24-25 Projection (as of December 2024) | | |
| Beginning Fund Balance | | \$68,496 |
| Projected Revenue | \$25,133,805 | |
| Reserve Funds Carry Over | 2,000,000 | |
| Health Plan Budget Reduction/Savings | 512,839 | |
| Less Projected Expenses | 28,529,451 | |
| Gain/(Loss) | (\$882,807) | |
| Ending Fund Balance | | (\$814,311) |

Budget Reductions

| Description | Amount Reduction | Cumulative Target Balance |
|---|------------------|---------------------------|
| TARGET BUDGET REDUCTION | | \$1,286,400 |
| Medical Plan Claims Administration Credit | (\$125,000) | (\$1,161,400) |
| Pharmacy Plan Medication Sourcing | (\$290,000) | (\$871,400) |
| Fixed Costs | | |
| Medical/Pharmacy Stop Loss Policy Premium | (\$375,000) | (\$496,400) |
| Medical Plan Administration Fee | (\$50,000) | (\$446,400) |
| Medical Plan On – Site Representative Fee | (\$94,000) | (\$352,400) |
| Medical Plan Claim Fiduciary Fee | (\$39,000) | (\$313,400) |
| Medical Plan Benefit Advisor Fee | (\$98,000) | (\$215,400) |
| Medical Plan – “State” Plan Discontinuation TBD | | (\$215,400) |
| Network Savings - TBD | | |

Cost Indicators

| Mounjaro | | | | |
|---------------|-----------|-----------|--------------|----------|
| July - Dec | 2023 | 2024 | Increase +/- | % Change |
| Utilizers | 95 | 108 | 13 | 14.00% |
| Prescriptions | 381 | 492 | 111 | 29.00% |
| Paid | \$404,098 | \$521,943 | \$117,845 | 29.00% |
| | | | | |
| | | | | |

| High Cost Claims* | | | | |
|-------------------|-------------|-------------|--------------|----------|
| July - Dec | 2023 | 2024 | Increase +/- | % Change |
| High Claims | 6 | 11 | 5 | 83% |
| Paid | \$1,332,582 | \$4,285,010 | \$2,952,428 | 222% |

*Claims over 50% of the Individual Stop Loss Limit of \$330K. In 2023 - Zero exceeded the \$330K. In 2023, through December, 8 claims have exceed \$330K

Cost Containment

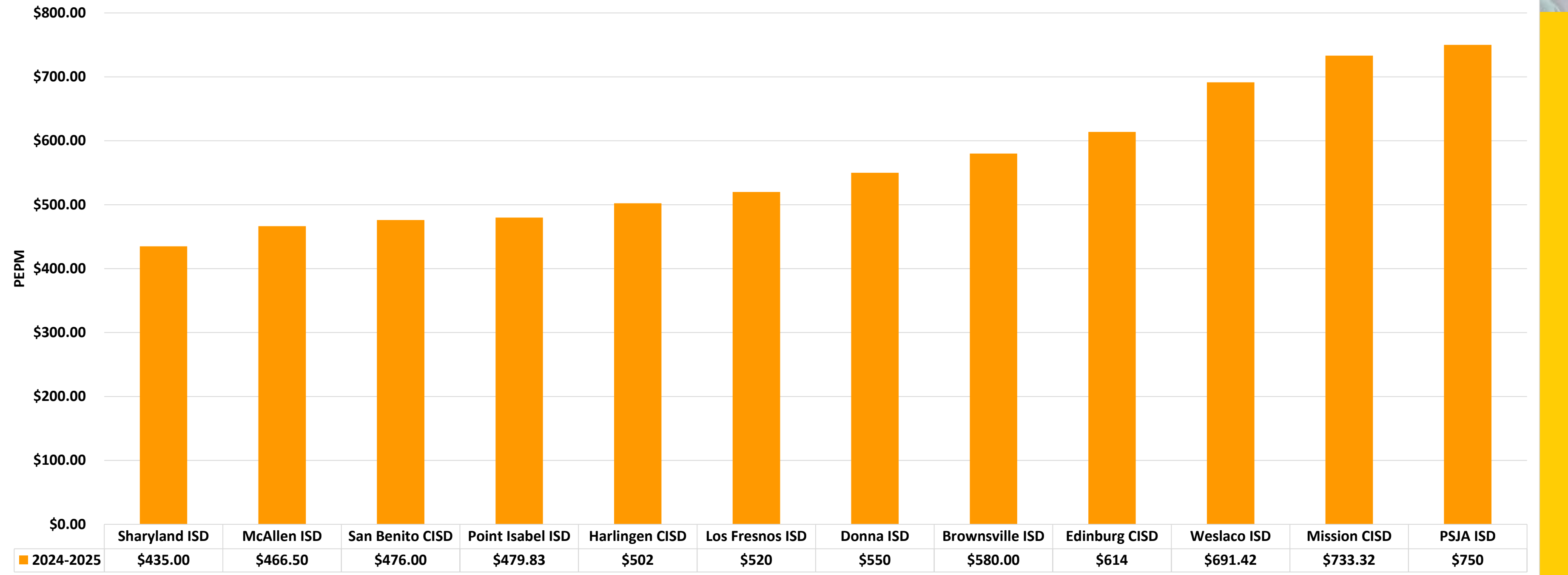
- **Current Strategies**
 - Formulary Management
 - Prior Authorizations
 - Step Therapy
 - International Pharmacy
 - Diabetes Management
 - AXIS Telemedicine

- **New Strategies FY 24-25**
 - Direct Contracting – Urgent Care & Imaging

- **Funding/Benefit Design FY 25-26**
 - Discontinuation of the “State” Plan
 - Administrative simplification
 - Low participation-High Loss Ratio
 - Employer Budgeted Contribution
 - Plan Premiums
 - Copay/Deductible/Plan Design Changes

District Contribution

**2024-2025
Employer Contribution Comparison**



District Contribution



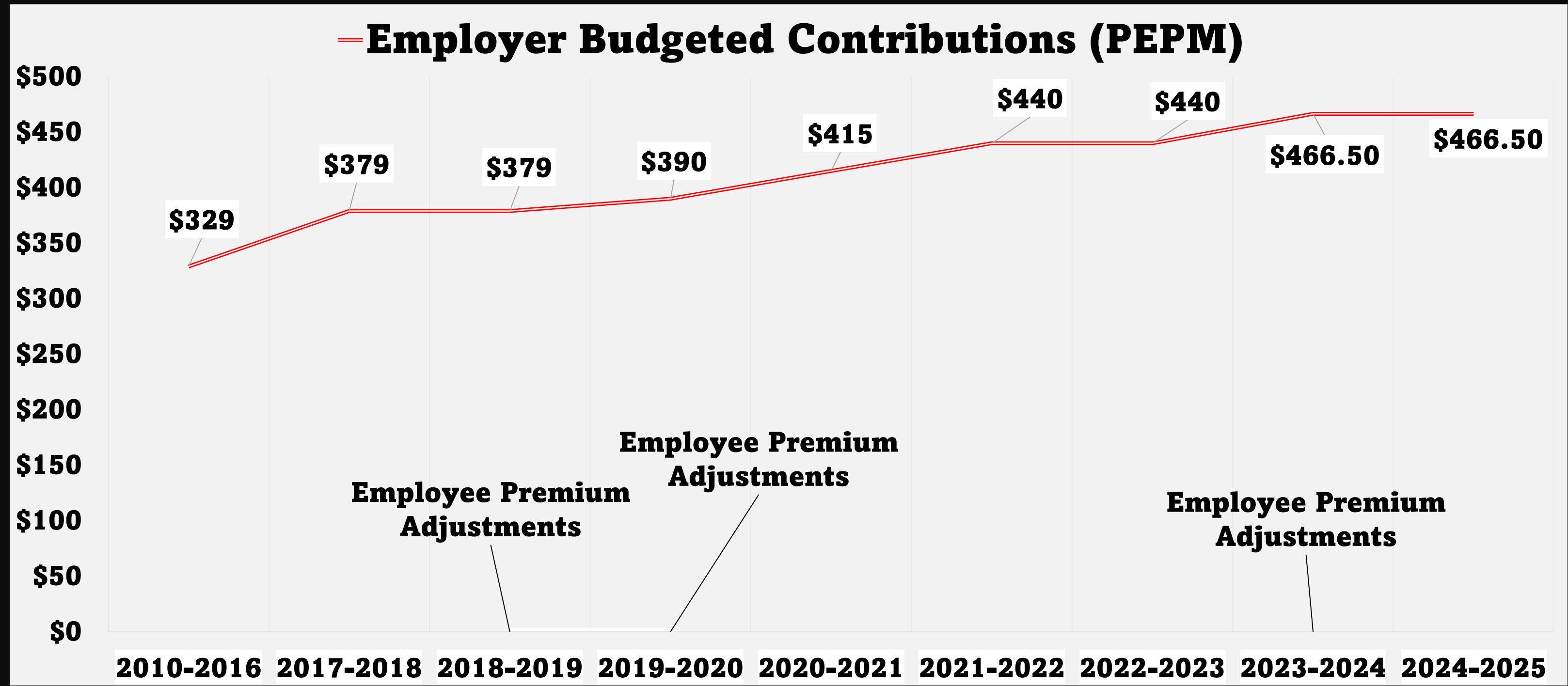
Employee Premiums

| | Los Fresnos ISD | | Weslaco ISD | | PSJA ISD | |
|------------------------------|--------------------|-----------|----------------|-----------|-------------|-----------|
| | 2023-2024 | 2024-2025 | 2023-2024 | 2024-2025 | 2023-2024 | 2024-2025 |
| Employee Only | \$47.00 | \$90.00 | \$28.76 | \$31.06 | \$0.00 | \$0.00 |
| Employee + 1 Child | \$296 | \$366 | \$232.30 | \$250.88 | N/A | N/A |
| Employee + Children | \$419 | \$502 | \$426.66 | \$460.80 | \$323.80 | \$368.00 |
| Employee + Spouse | \$534 | \$630 | \$514.00 | \$555.12 | \$515.18 | \$571.00 |
| Employee + Family | \$724.00 | \$839.00 | \$868.24 | \$937.70 | \$527.60 | \$601.00 |
| | | | | | | |
| Employer Funding PEPM | \$505 | \$520 | \$640.20 | \$691.42 | \$662 | \$750 |

Plan Comparisons

| <u>District Benefit</u> | Sharyland ISD | McAllen ISD | San Benito CISD | Point Isabel ISD | Harlingen CISD | Los Fresnos ISD | Donna ISD | Brownsville ISD | Edinburg CISD | Weslaco ISD | Mission CISD | PSJA ISD |
|-----------------------------------|------------------|----------------|--------------------|---------------------|-------------------|--------------------|--------------|--------------------|------------------|----------------|-----------------|-------------|
| <u>Deductible</u> | | | | | | | | | | | | |
| Individual | \$1,250 | \$1,000 | \$5,000 | \$1,000 | \$1,750 | \$1,500 | \$4,500 | \$750 | \$1,000 | \$750 | \$2,000 | \$750 |
| Family | \$2,500 | \$3,000 | \$10,000 | \$2,000 | \$3,500 | \$4,500 | \$11,250 | \$1,250 | \$3,000 | \$2,250 | \$6,000 | \$1,500 |
| Max Out of Pocket (individual) | \$5,000 | \$5,000 | \$7,500 | \$5,000 | \$5,000 | \$6,000 | \$7,900 | \$4,000 | \$5,000 | \$3,500 | \$8,750 | \$1,700 |
| <u>Prescriptions</u> | | | | | | | | | | | | |
| Generic | \$5 | \$7.50 | \$0 | \$5 | \$15 | \$0 | \$10 | \$10 | \$10 | \$10 | \$5 | \$10 |
| Formulary I | \$30 | \$25 | \$50 | \$40 | \$35 | \$30 | \$30 | \$30 | \$45 | \$30 | \$35 | \$30 |
| Formulary II | \$40 | \$45 | \$100 | \$60 | \$65 | \$30 | \$30 | \$60 | \$65 | \$50 | \$55 | \$100 |
| <u>Cost - Monthly</u> | | | | | | | | | | | | |
| Employee Only | \$12.00 | \$65.00 | \$0.00 | \$92.50 | \$0.00 | \$90.00 | \$29.00 | \$15.00 | \$60 | \$31.06 | \$43.92 | \$0.00 |
| Employee + 1 Child | N/A | \$244 | N/A | N/A | \$407.39 | \$366 | \$253.55 | N/A | N/A | \$250.88 | N/A | N/A |
| Employee + Children | \$279.32 | \$436 | \$258 | \$382.50 | \$455.40 | \$502 | \$373.40 | \$291.82 | \$322 | \$460.80 | \$435.28 | \$368.00 |
| Employee + Spouse | \$360 | \$543 | \$459.00 | \$427 | \$556.59 | \$630 | \$386.78 | \$404.41 | \$438 | \$555.12 | \$539.95 | \$571.00 |
| Employee + Family | \$614.00 | \$733.00 | \$944.00 | \$781.50 | \$758.99 | \$839.00 | \$610.44 | \$584.32 | \$574.00 | \$937.70 | \$935.87 | \$601.00 |
| | | | | | | | | | | | | |
| Employer Funding PEPM | \$435 | \$466.50 | \$476.00 | \$479.83 | \$502.18 | \$520 | \$550 | \$580.00 | \$614 | \$691.42 | \$733.32 | \$750 |

Historical Data





Questions?

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: February 11, 2025

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: February 11, 2025

Attachment:

SUBMITTED BY: *Jds* **SUPERVISOR:** *Louisa Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Feb 6, 2025 08:44 CST)

Superintendent of Schools

| Description | A | B | C | | D | E | |
|--|--------------------|------------------------------|--|-----------|-----------|-----------|------------------------------|
| | Original Budget | Revised Budget 12/31/2024 | Budget Amendments Under Consideration | | Revisions | Transfers | Revised Budget 01/31/2025 |
| Audited Fund Balance | 145,853,587 | 145,853,587 | | | | | 145,853,587 |
| Revenues: | | | | | | | |
| Local: | | | | | | | |
| Property Taxes | 79,212,593 | 79,212,593 | | | | | 79,212,593 |
| Interest Income | 3,060,000 | 3,060,000 | | | | | 3,060,000 |
| Other Local Income | 2,176,542 | 2,296,741 | 8,589 | | | | 2,305,330 |
| State: | 140,703,661 | 140,703,661 | 2,164,102 | | | | 142,867,763 |
| Federal: | 23,947,355 | 24,288,552 | | | | | 24,288,552 |
| Other Sources: | 0 | 150,354 | 2,047,922 | | | | 2,198,276 |
| Total Revenues | 249,100,151 | 249,711,901 | 4,220,613 | 0 | 0 | 0 | 253,932,514 |
| Expenditures: | | | | | | | |
| 11 Instruction | 132,270,921 | 132,272,108 | 1,949,871 | (715,446) | | | 133,506,533 |
| 12 Inst. Res. & Media Services | 3,349,732 | 3,398,651 | | 323 | | | 3,398,974 |
| 13 Curriculum Dev. & Inst. Staff Dev. | 3,862,783 | 4,238,608 | 177,730 | (16,341) | | | 4,399,997 |
| 21 Inst. Leadership | 3,460,537 | 3,206,320 | 16,000 | 7,924 | | | 3,230,244 |
| 23 School Leadership | 13,842,089 | 13,484,090 | 2,530 | 20,165 | | | 13,506,785 |
| 31 Guid., Counseling & Eval. Ser. | 10,829,063 | 11,267,785 | 4,000 | 73,910 | | | 11,345,695 |
| 32 Social Work Services | 1,970,180 | 2,137,657 | | (67,879) | | | 2,069,778 |
| 33 Health Services | 3,026,343 | 3,088,115 | | (34,059) | | | 3,054,056 |
| 34 Student (Pupil) Trans. | 4,940,668 | 6,435,999 | | 51,695 | | | 6,487,694 |
| 35 Food Services | 21,826,304 | 22,848,244 | | | | | 22,848,244 |
| 36 Curricular/Extracurricular Act. | 9,896,442 | 11,091,210 | 3,180 | 180,017 | | | 11,274,407 |
| 41 General Administration | 7,650,393 | 7,920,123 | 1,151,842 | 53,531 | | | 9,125,496 |
| 51 Plant Maint. & Operations | 20,698,687 | 23,920,962 | (303,871) | 386,754 | | | 24,003,845 |
| 52 Security and Monitoring Serv. | 5,048,236 | 7,261,564 | | 221,492 | | | 7,483,056 |
| 53 Data Processing Services | 5,251,154 | 5,488,181 | | (247,879) | | | 5,240,302 |
| 61 Community Services | 82,415 | 105,650 | | (13,238) | | | 92,412 |
| 71 Debt Service | 4,481,506 | 5,031,673 | 892,780 | | | | 5,924,453 |
| 81 Fac. Acquisition & Const. | 0 | 1,778,175 | | 7,645 | | | 1,785,820 |
| 95 Pmt. to Juv. Justice Alt. Ed. Prg. | 40,000 | 40,000 | | | | | 40,000 |
| 99 Other Intergovernmental Charges | 1,072,698 | 1,072,698 | | 91,386 | | | 1,164,084 |
| Other Uses | 0 | 1,000,000 | 1,000,000 | | | | 2,000,000 |
| Total Expenditures | 253,600,151 | 267,087,813 | 4,894,062 | 0 | 0 | 0 | 271,981,875 |
| Preliminary Ending Fund Balance | 141,353,587 | 128,477,675 | (673,449) | 0 | 0 | 0 | 127,804,226 |

GENERAL FUND Revisions

REVENUES:

| | | | |
|----------------------|---|---------------------|----------------------------|
| Local | | | |
| | - Increase in Instrument Maintenance Fees for Fund 184 Fine Arts | \$ 2,179 | |
| | - Increase in Donations from College Board for Fund 199 General Fund | 4,000 | |
| | - Increase in Admission Fees for Orchestra String Spectacular for Fund 184 Fine Arts | <u>2,410</u> | |
| | | | 8,589 |
| Federal | | | |
| | - Increase to Teacher Incentive Allotment (TIA) for Fund 199 General Fund | <u>\$ 2,164,102</u> | |
| | | | 2,164,102 |
| Other Sources | | | |
| | - Transfer to Fund 199 General Fund from Fund 713 Safe and Secure for 2-Way Radios at Sanchez Elementary | \$ 2,530 | |
| | | 770 | |
| | - Transfer to Fund 199 General Fund from Fund 713 Safe and Secure for Chess Lessons at Sanchez Elementary | <u>2,044,622</u> | |
| | | | 2,047,922 |
| | - Increase in Sale of Property from the Sale of Bonham for Fund 199 General Fund | | |
| | | | |
| | Grand Total | | <u><u>\$ 4,220,613</u></u> |

EXPENDITURES:

| | | | |
|-------------|--|------------------|-----------|
| Function 11 | - Increase to Contracted Maintenance and Repairs for Instruments for Fund 184 Fine Arts | \$ 2,179 | |
| | - Increase to the Budget to Allocate Funds for Teacher Incentive Allotment (TIA) Payments to Eligible Educators, Increasing Professional Salaries for Fund 199 General Fund | <u>1,947,692</u> | |
| | | | 1,949,871 |
| Function 13 | - Increase to Training Expenses and Contract Expenses for Teacher Incentive Allotment | \$ 216,410 | |
| | - Transfer to Fund Balance for TIA Training Reclassification | <u>(38,680)</u> | |
| | | | 177,730 |
| Function 21 | - Transfer from Fund Balance for Fund 164 Bilingual for Campus Computer Headsets and TSI resources | <u>\$ 16,000</u> | |
| | | | 16,000 |
| Function 23 | - Increase to Supplies for 2-Way Radios at Sanchez Elementary | <u>\$ 2,530</u> | |
| | | | 2,530 |
| Function 31 | - Increase to Supplies for AP Exams for Fund 199 General Fund | <u>\$ 4,000</u> | |
| | | | 4,000 |
| Function 36 | - Increase to Contracted Services for Chess Lessons at Sanchez Elementary | \$ 770 | |
| | - Increase to Rental Expense for Orchestra Holiday String Spectacular for Fund 184 Fine Arts | <u>2,410</u> | |
| | | | 3,180 |
| Function 41 | - Increase to Miscellaneous Expense for Sale of Bonham Closing Costs | \$ 107,220 | |
| | - Budget Adjustment to Account for Student Services Provided by the Boys and Girls Club as Part of the Agreement for the Sale of Bonham Elementary, Replacing a Portion of the Cash Proceeds with In-kind Services | <u>1,044,622</u> | |
| | | | 1,151,842 |

GENERAL FUND
Revisions

| | | | |
|-------------|--|---------------------|---------------------|
| Function 51 | - Increase to Fund Balance for Uncommitted Crocket Roof | <u>\$ (303,871)</u> | (303,871) |
| Function 71 | - Increase to Lease Expense for Laptop Lease for Fund 199 General Fund | <u>\$ 892,780</u> | 892,780 |
| Other Uses | - Transfer from Assigned Fund Balance for Fund 199 General Fund - Transfer to Fund 753 Health Fund | <u>\$ 1,000,000</u> | 1,000,000 |
| | | Grand Total | <u>\$ 4,894,062</u> |

CAPITAL PROJECTS

| Description | A | B | C | | D | E |
|--|------------------|------------------------------|--|-------------|------------------------------|------------------|
| | Original Budget | Revised Budget 12/31/2024 | Budget Amendments Under Consideration | | Revised Budget 01/31/2025 | |
| | | | Revisions | Transfers | | |
| Audited Fund Balance | 6,237,048 | 6,237,048 | | | | 6,237,048 |
| Revenues: | | | | | | |
| Local | | | | | | |
| Interest Income | | 101,598 | 31,000 | | | 132,598 |
| Other Local Income | 0 | 1,001,328 | | | | 1,001,328 |
| Total Revenues | 0 | 1,102,926 | 31,000 | 0 | 0 | 1,133,926 |
| Expenditures: | | | | | | |
| 11 Instruction | | 74,902 | | | | 74,902 |
| 33 Health Services | | 2,094 | | | | 2,094 |
| 36 Curricular/Extracurricular Act. | | 348,542 | | | | 348,542 |
| 51 Plant Maint. & Operations | 279,043 | 1,319,915 | | 233,006 | | 1,552,921 |
| 52 Security and Monitoring Serv. | | 508,053 | 31,000 | 786,615 | | 1,325,668 |
| 53 Data Processing Services | | 486,520 | | | | 486,520 |
| 81 Fac. Acquisition & Const. | 4,648,611 | 4,246,916 | | (1,019,621) | | 3,227,295 |
| Total Expenditures | 4,927,654 | 6,986,942 | 31,000 | 0 | 0 | 7,017,942 |
| Preliminary Ending Fund Balance | 1,309,394 | 353,032 | 0 | 0 | 0 | 353,032 |

CAPITAL PROJECTS FUND
Revisions

REVENUES:

| | | | |
|------------------------|--|------------------|--------|
| Local | | | |
| Interest Income | - Increase to Interest Income for Fund 620 Capital Projects for Gate Access Control at McAllen Veterans Memorial Stadium | \$ 31,000 | 31,000 |
| | | | |
| | Grand Total | <u>\$ 31,000</u> | |

EXPENDITURES:

| | | | |
|--|---|------------------|--------|
| | Function 52 - Increase for Gate Access Control at McAllen Veterans Memorial Stadium | \$ 31,000 | 31,000 |
| | | | |
| | Grand Total | <u>\$ 31,000</u> | |

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: February 11, 2025

Attachment:

SUBMITTED BY: 

SUPERVISOR: Louisa Garcia

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Feb 4, 2025 14:15 CST)

APPROVED FOR PAYMENT

Roel Morales Jan 27, 2025
Roel Morales Jan 27, 2025 10:50 CST
 Signature Date
Roel Morales Jan 27, 2025
 Signature Date

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: McAllen Independent School District
 2000 N. 23rd Street
 McAllen, Texas 78501

PROJECT:
 CSP 2024-313 Safety/Security Film Application

APPLICATION NO.: 2

DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR - X

PERIOD TO: 12/01/2024-12/31/2024

APPLICATION DATE: 1/27/2025

FROM:
 Safe Haven Defense US LLC
 22849 N. 19th Ave. Ste 100
 Phoenix, AZ 85027

CONTRACT DATE: 10/18/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

| CHANGE ORDER SUMMARY | | |
|--|------------|-----------------|
| | ADDITIONS | DEDUCTIONS |
| Change Orders approved in previous months by Owner | | \$22,806 |
| TOTAL | | \$22,806 |
| Approved this Month | | \$ 20,000 |
| TOTALS | \$0 | \$42,806 |
| Net Change by Change Orders | | \$42,806 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

CONTRACTOR: **Safe Haven Defense US LLC**

BY: K. P. Flynn DATE: 1/27/2025
 Kevin Flynn, CFO SAFE HAVEN DEFENSE US, LLC

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

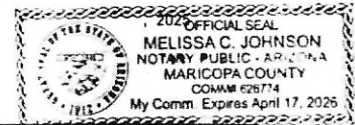
| | |
|--|--------------|
| 1. ORIGINAL CONTRACT SUM | 226,430.00 |
| 2. Net change by Change Orders | 42,806.00 |
| 3. CONTRACT SUM TO DATE (Lines 1-2) | \$183,624.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$183,624.00 |
| 5. RETAINAGE: | |
| a. 10% of Completed Work - See G703 (Column D-E on G703) | - |
| b. 10% of Stored Material (Column F on G703) | - |
| Total Retainage (Line 5a + 5b or Total in Column I of G703) | \$0.00 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Totals) | \$183,624.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$162,659.07 |
| 8. CURRENT PAYMENT DUE | \$20,964.93 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) | \$0.00 |

State of: Arizona County of: Maricopa

Subscribed and sworn to before me this 27th day of January

Notary Public: Melissa C. Johnson

My Commission expires: 4/17/2026



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$20,964.93
 (Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:
 BY: _____ DATE: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER:
 BY: _____ DATE: _____

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar.

Project Name: CSP 2024 313 Safety/Security Film Application

APPLICATION NUMBER: 2
 PERIOD TO: 12/01/2024-12/31/2024
 APPLICATION DATE: 1/27/2025
 CONTRACTOR PROJECT #: 8082401585

| ITEM NO. | DESCRIPTION | ORIGINAL SCHEDULED | CHANGE ORDERS OCO's | REVISED SCHEDULED VALUE | WORK COMPLETED | | | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % COMPLETE (G/C) | BALANCE TO FINISH (C-G) | RETAINAGE |
|----------|-----------------------------|--------------------|---------------------|-------------------------|---------------------------------|-----------------|-----------------------------|--|------------------|-------------------------|-----------|
| | | | | | FROM PREVIOUS APPLICATION (D+E) | THIS PERIOD | MATERIAL STORED THIS PERIOD | | | | |
| | | | | | | | | | | | |
| 1 | Achieve Early College | 6,951.00 | | 6,951.00 | 6,951.00 | - | | \$6,951.00 | 100% | 0.00 | - |
| 2 | McAllen HS | 4,452.00 | | 4,452.00 | 4,006.80 | 445.20 | | \$4,452.00 | 100% | 0.00 | - |
| 3 | McAllen Memorial | 4,536.00 | | 4,536.00 | 4,082.40 | 453.60 | | \$4,536.00 | 100% | 0.00 | - |
| 4 | James Nikki Rowe High | 378.00 | | 378.00 | 378.00 | - | | \$378.00 | 100% | 0.00 | - |
| 5 | Lamar Academy | 12,201.00 | 9,408.00 | 2,793.00 | 2,793.00 | - | | \$2,793.00 | 100% | 0.00 | - |
| 6 | Instruction & Guidance Ctr | 1,890.00 | | 1,890.00 | 1,890.00 | - | | \$1,890.00 | 100% | 0.00 | - |
| 7 | Dorothea Brown Middle | 5,943.00 | | 5,943.00 | 5,943.00 | - | | \$5,943.00 | 100% | 0.00 | - |
| 8 | Dr. Rodney D. Cathey Middle | 17,850.00 | | 17,850.00 | 17,850.00 | - | | \$17,850.00 | 100% | 0.00 | - |
| 9 | Alonzo De Leon Middle | 4,998.00 | 1,323.00 | 3,675.00 | 3,675.00 | - | | \$3,675.00 | 100% | 0.00 | - |
| 10 | Michael E. Fossum Middle | 20,937.00 | | 20,937.00 | 20,937.00 | - | | \$20,937.00 | 100% | 0.00 | - |
| 11 | Hamer J. Morris Middle | 12,306.00 | | 12,306.00 | 11,075.40 | 1,230.60 | | \$12,306.00 | 100% | 0.00 | - |
| 12 | William B. Travis Middle | 13,440.00 | 12,075.00 | 1,365.00 | 1,365.00 | - | | \$1,365.00 | 100% | 0.00 | - |
| 13 | Navarro Admin Ctr | 273.00 | | 273.00 | 273.00 | - | | \$273.00 | 100% | 0.00 | - |
| 14 | Alvarez Elem | 2,184.00 | | 2,184.00 | 2,184.00 | - | | \$2,184.00 | 100% | 0.00 | - |
| 15 | Dr. Carlos Castaneda | 4,746.00 | | 4,746.00 | 4,746.00 | - | | \$4,746.00 | 100% | 0.00 | - |
| 16 | Jose de Escandon | 5,460.00 | | 5,460.00 | 4,914.00 | 546.00 | | \$5,460.00 | 100% | 0.00 | - |
| 17 | Victor Fields | 5,670.00 | | 5,670.00 | 5,670.00 | - | | \$5,670.00 | 100% | 0.00 | - |
| 18 | Raymundo G. Garza | 4,389.00 | | 4,389.00 | 4,389.00 | - | | \$4,389.00 | 100% | 0.00 | - |
| 19 | Lionelo H. Gonzalez | 4,620.00 | | 4,620.00 | 4,620.00 | - | | \$4,620.00 | 100% | 0.00 | - |
| 20 | Ludie McKee Hendricks | 15,561.00 | | 15,561.00 | 15,561.00 | - | | \$15,561.00 | 100% | 0.00 | - |
| 21 | Sam Houston | 2,835.00 | | 2,835.00 | 2,835.00 | - | | \$2,835.00 | 100% | 0.00 | - |
| 22 | Andrew Jackson | 3,087.00 | | 3,087.00 | 3,087.00 | - | | \$3,087.00 | 100% | 0.00 | - |
| 23 | Christa McAuliffe | 4,242.00 | | 4,242.00 | 4,242.00 | - | | \$4,242.00 | 100% | 0.00 | - |
| 24 | Ben Milam | 1,323.00 | | 1,323.00 | 1,323.00 | - | | \$1,323.00 | 100% | 0.00 | - |
| 25 | Dr. Pablo Perez | 14,805.00 | | 14,805.00 | 14,805.00 | - | | \$14,805.00 | 100% | 0.00 | - |
| 26 | Sam Rayburn | 2,163.00 | | 2,163.00 | 1,946.70 | 216.30 | | \$2,163.00 | 100% | 0.00 | - |
| 27 | Theodore Roosevelt | 903.00 | | 903.00 | 903.00 | - | | \$903.00 | 100% | 0.00 | - |
| 28 | Bianca E. Sanchez | 13,377.00 | | 13,377.00 | 13,377.00 | - | | \$13,377.00 | 100% | 0.00 | - |
| 29 | Juan Segun | 7,308.00 | | 7,308.00 | 7,308.00 | - | | \$7,308.00 | 100% | 0.00 | - |
| 30 | Thippen Zavala | 6,447.00 | | 6,447.00 | \$6,447.00 | - | | \$6,447.00 | 100% | 0.00 | - |
| 31 | Woodrow Wilson | 1,155.00 | | 1,155.00 | 1,155.00 | - | | \$1,155.00 | 100% | 0.00 | - |
| 32 | Contingency | 20,000.00 | | 20,000.00 | - | - | | \$0.00 | | | - |
| 33 | Deductive Change Order | | 20,000.00 | (20,000.00) | - | - | | | | | - |
| | TOTAL | 226,430.00 | 42,806.00 | 183,624.00 | 180,732.30 | 2,891.70 | - | \$183,624.00 | 100% | - | - |

APPROVED FOR PAYMENT

Roel Morales Jan 27, 2025
Roel Morales (Jan 27, 2025 10:55:03)
 Signature Date
Roel Morales Jan 27, 2025
 Signature Date

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: McAllen Independent School District
 2000 N. 23rd Street
 McAllen, Texas 78501

PROJECT
 CSP 2024-313 Safety/Security Film Application

APPLICATION NO.: 2 DISTRIBUTION TO:
 OWNER
 PERIOD TO: 12/01/2024-12/31/2024 ARCHITECT
 CONTRACTOR - X
 APPLICATION DATE: 1/27/2025

FROM:
 Safe Haven Defense US LLC
 22849 N 19th Ave Ste. 100
 Phoenix, AZ 85027

CONTRACT DATE: 10/16/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

| CHANGE ORDER SUMMARY | | |
|--|-----------|------------|
| | ADDITIONS | DEDUCTIONS |
| Change Orders approved in previous months by Owner | | \$0 |
| TOTAL | | \$0 |
| Approved this Month | | |
| TOTALS | \$0 | \$0 |
| Net Change by Change Orders | \$0 | \$0 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents; that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

CONTRACTOR: Safe Haven Defense US LLC

BY: K.P. Flynn DATE 1/27/2025
 Kerin Flynn, CFO SAFE HAVEN DEFENSE US, LLC

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

| | |
|---|-------------|
| 1 ORIGINAL CONTRACT SUM | 13,818.00 |
| 2 Net change by Change Orders | - |
| 3 CONTRACT SUM TO DATE (Lines 1-2) | \$13,818.00 |
| 4 TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$13,818.00 |
| 5 RETAINAGE | |
| a 10% of Completed Work -- See G703 (Column D-E on G703) | - |
| b 10% of Stored Material (Column F on G703) | - |
| Total Retainage (Line 5a + 5b or Total in Column I of G703) | \$0.00 |
| 6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Totals) | \$13,818.00 |
| 7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$12,436.20 |
| 8 CURRENT PAYMENT DUE | \$1,381.80 |
| 9 BALANCE TO FINISH PLUS RETAINAGE (Line 3 less Line 6) | \$0.00 |

State of Arizona County of: Maricopa

Subscribed and sworn to before me this 27th day of January

Notary Public: Melissa C. Johnson
 My Commission expires 4/17/2026



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$1,381.80
 (Attach explanation if amount certified differs from the amount applied for)
 ARCHITECT:

BY: _____ DATE _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER:
 BY: _____ DATE _____

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar.

Project Name: CSP 2024-113 Safety/Serinity Firm Application

APPLICATION NUMBER: 2
 PERIOD TO: 12/01/2024-12/31/2024
 APPLICATION DATE: 1/27/2025
 CONTRACTOR PROJECT #: 8092401588

| A ITEM NO. | B DESCRIPTION | ORIGINAL SCHEDULED | CHANGE ORDERS OCO's | C REVISED SCHEDULED VALUE | D WORK COMPLETED | | | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H % COMPLETE (G/C) | I BALANCE TO FINISH (C-G) | RETAINAGE |
|---------------|-------------------------|--------------------|---------------------|------------------------------|---------------------------------|-------------|-----------------------------|---|-----------------------|------------------------------|-----------|
| | | | | | FROM PREVIOUS APPLICATION (D+E) | THIS PERIOD | MATERIAL STORED THIS PERIOD | | | | |
| | | | | | | | | | | | |
| 1 | UTRGV Colligate Academy | 13,818.00 | | 13,818.00 | 13,818.00 | - | | \$13,818.00 | 100% | 0.00 | - |
| | TOTAL | 13,818.00 | - | 13,818.00 | 13,818.00 | - | - | \$13,818.00 | 100% | - | - |



FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: Contract 2024-313 thru CSP 2024-1015 – Safety/Security Film Application Re-Bid

1. Vendor Obligations to McAllen ISD:

| YES | NA | |
|----------------------------------|-----------------------|--|
| <input checked="" type="radio"/> | <input type="radio"/> | Original Certificate of Substantial Completion (internal/external) transmitted to McAllen ISD |
| <input checked="" type="radio"/> | <input type="radio"/> | Letter of Guarantee, Warranty transmitted to McAllen ISD |
| <input checked="" type="radio"/> | <input type="radio"/> | List of names and addresses of obligatory vendors (subcontractors/suppliers) transmitted to McAllen ISD |
| <input checked="" type="radio"/> | <input type="radio"/> | All non-compliant items corrected (incl. punch list) and evidence of corrections transmitted to McAllen ISD |
| <input checked="" type="radio"/> | <input type="radio"/> | Final copy of Close-Out and As-Built Documents transmitted to McAllen ISD (hard copy and electronic files) and/or final inspections performed and project specifications met |


Notes:

McAllen ISD Facilities, Maintenance and Operations staff certifies that the items indicated above have been completed by the vendor.

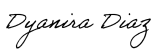
2. McAllen ISD Facilities, Maintenance, and Operations Obligations to McAllen ISD Business Operations

| | |
|----------------------------------|--|
| Select one: | |
| <input type="radio"/> | Item has been recorded as an asset and assigned an asset number. |
| <input checked="" type="radio"/> | Item has not been recorded as an asset. Appropriate steps are being taken to record. Approved to proceed with final payment. |
| <input type="radio"/> | Not applicable. |

McAllen ISD Business Operations staff certifies that the project indicated above has been reviewed.

APPROVED BY:  Feb 4, 2025

For further information, contact:
Name: Ruben Trevino
Phone: (956) 632-3200
Email: ruben.trevino@mcallenisd.net

ACKNOWLEDGED BY:  Feb 4, 2025

For further information, contact:
Name: Dyanira Diaz
Phone: (956) 632-8403
Email: Dyanira.Farias@mcallenisd.net

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: February 11, 2025

Attachment:

SUBMITTED BY: *Judith Escamilla*

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Feb 7, 2025 08:07 CST)

EVALUATION MATRIX

| No | Criteria | Max. Pts. 100 | CDW Government LLC Vernon Hills, IL | | Delcom Group, LP Lewisville, KY | | Netsync Network Solutions McAllen, TX | | Riverside Technologies, Inc. North Sioux City, SD | | Virtucom, Inc. Peachtree Corners, GA | | |
|----------|--|---------------|--|--|------------------------------------|--|--|--|--|---|---|---|----------------|
| | Total Points | 100 | | 99 | | 89 | | 89 | | 89 | | 69 | |
| | Ranking | | | 1 | | 2 | | 2 | | 2 | | 3 | |
| 1 | Price (L1 1-3) | 50 | | 50 | | 44 | | 44 | | 46 | | 35 | |
| | Total Overall Cost | | | \$2,950,548.50 | | \$3,352,865.66 | | \$3,345,660.39 | | \$3,220,798.28 | | \$4,204,719.00 | |
| | | | Qty | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| | Standard Device Staff Laptop 2 in 1 | | 2900 | \$835.00 | \$2,421,500.00 | \$797.53 | \$2,312,837.00 | \$810.14 | \$2,349,406.00 | \$799.98 | \$2,319,942.00 | \$1,169.00 | \$3,390,100.00 |
| | Advanced Tech Use Laptop Devices 2 in 1 (Technology) | | 33 | \$1,444.00 | \$47,652.00 | \$1,904.05 | \$62,833.65 | \$1,934.29 | \$63,831.57 | \$1,910.09 | \$63,032.97 | \$1,385.00 | \$45,705.00 |
| | 3-year Warranty | | 2933 | \$0.00 | \$0.00 | \$45.00 | \$131,985.00 | \$45.83 | \$134,419.39 | \$89.00 | \$261,037.00 | \$60.00 | \$175,980.00 |
| | White Glove Service | | 2933 | \$8.50 | \$24,930.50 | \$19.41 | \$56,929.53 | \$69.26 | \$203,139.58 | \$7.00 | \$20,531.00 | \$10.00 | \$29,330.00 |
| | Docking Station | | 2933 | \$152.00 | \$445,816.00 | \$264.56 | \$775,954.48 | \$198.45 | \$582,053.85 | \$185.57 | \$544,276.81 | \$188.00 | \$551,404.00 |
| | Portable Monitors | | 50 | \$213.00 | \$10,650.00 | \$246.52 | \$12,326.00 | \$256.20 | \$12,810.00 | \$239.57 | \$11,978.50 | \$244.00 | \$12,200.00 |
| 2 | Reputation of the vendor and of the vendor's goods or services; | 5 | | 5 | | 3 | | 5 | | 2 | | 3 | |
| | References (3) (Bid Attribute 54 thru 72) | 2 | | 2 | | 2 | | 2 | | 2 | | 2 | |
| | | | | 3 ISD references submitted | | 2 ISD/1 public charter school | | 3 ISD references submitted | | 3 ISD references submitted | | 2 ISD/1 County School District | |
| | District's experience with vendor | 3 | | 3 | | 1 | | 3 | | 0 | | 1 | |
| | | | | No issues | | Previous issues with shipping costs | | No issues | | No prior experience with vendor (No PO's on record) | | Experienced support issues in the past | |
| 3 | The quality of the vendor's goods or services | 15 | | 15 | | 15 | | 15 | | 15 | | 15 | |
| | Years of experience as an authorized reseller, mfr, or distributor- minimum 5 years (bid attribute 73) | 5 | | 5 | | 5 | | 5 | | 5 | | 5 | |
| | | | | 25+ years | | 16 years | | 22 years | | 16+ years | | 29 years | |
| | Implementation Strategy | 10 | | 10 | | 10 | | 10 | | 10 | | 10 | |
| 4 | The extent to which the goods or services meet District's needs (L143) | 10 | | 10 | | 8 | | 9 | | 8 | | 9 | |
| | Warranty (Bid attribute 77) | 2 | | 2 | | 1 | | 1 | | 1 | | 1 | |
| | | | | 3 year at no cost with battery replacement included; 4 year option with cost | | 3 year and 4 year depot warranty has been included which will also cover a 1-time battery replacement. --Warranty offered at an additional cost. | | Warranty will be for 3 years with 1 battery replacement. We will also offer a 4 year warranty with 1 battery replacement as requested. --Warranty offered at an additional cost. | | Batteries for mobile HP commercial PCs are covered for up to 3 years. The carepacks include a 1 time battery replacement over the 3yr coverage. --Warranty offered at an additional cost. | | 3 year warranty includes battery coverage and a 1-time battery replacement. --Warranty offered at an additional cost. | |
| | Augmentation of Staff to help with deployment (Bid Attribute 78) | 1 | | 1 | | 1 | | 1 | | 1 | | 1 | |
| | | | | CDW will lead, coordinate and manage project activities | | Delcom will assign personnel as needed to ensure compliance with project requirements | | See SOW | | RTI will work with MISD to determine optimal process and personnel. | | Virtucom will provide staff augmentation services as needed | |
| | Process and strategy for staff refresh initiative (bid attribute 79) | 1 | | 1 | | 1 | | 1 | | 1 | | 1 | |
| | | | | CDW will lead, coordinate and manage project activities | | Proposed strategy involved providing tech services, deploying Intune autopilot, device updates, tagging. | | See SOW | | RTI will work with MISD to develop a schedule that meets requirements. | | Project kick-off call; briefings; discuss project scope, timeline, constraints, deliverables. | |
| | process for receiving, imaging, asset tagging, delivery, and coordination with District (bid attribute 80) | 1 | | 1 | | 1 | | 1 | | 1 | | 1 | |
| | | | | CDW will lead, coordinate and manage project activities | | Receive devices at vendor facility, perform imaging/updates, tagging, coordinating deployment. | | See SOW | | RTI will receive product at facility and configure all laptops and ensure compatibility with District's systems. Update with latest firmware and OS patches; asset tagging | | Will work with MISD to provide catered imaging solution to simplify process, reduce workloads, and improve deployment schedules | |
| | Warranty repair process (bid attribute 81) | 1 | | 1 | | 1 | | 1 | | 1 | | 1 | |
| | | | | Lenovo warranty support repair process | | Ongoing warranty repairs will be handled by District and mfr after deployment through HP's self maintainer program. | | See SOW | | Remote problem diagnosis and support through online HP support | | Devices arrive at vendor facility for repairs and servicing. Diagnoses on a case-by-case basis. | |
| | Process to scale for repairs (bid attribute 83) | 1 | | 1 | | 1 | | 1 | | 1 | | 1 | |
| | | | | Will employ a multi-tiered approach to scaule repair services. | | Delcom will handle all defective units with the mfr prior to making deliveries | | See SOW | | RTI has a large number of certified techs who can begin work immediately to repair units as needed. No scaling is required. | | Headquarters will assist with repairs. Vendor partners with staffing agencies, if needed. | |
| | Project Management strategy (bid attribute 84) | 1 | | 1 | | 1 | | 1 | | 1 | | 1 | |
| | | | | CDW will lead, coordinate and manage project activities | | Project will be managed from beginning to end by the Senior IT Project Mgr. | | See SOW | | RTI will work with MISD to develop a schedule that meets requirements for successful deployment. | | Relationship Manager will be the main source of support throughout the project through post-sale process. | |

EVALUATION MATRIX


| No | Criteria | Max. Pts. 100 | CDW Government LLC Vernon Hills, IL | Delcom Group, LP Lewisville, KY | Netsync Network Solutions McAllen, TX | Riverside Technologies, Inc. North Sioux City, SD | Virtucom, Inc. Peachtree Corners, GA |
|----------|---|---------------|---|--|--|---|---|
| | <i>Account Manager (bid attribute 84)</i> | 1 | 1 | 1 | 1 | 1 | 1 |
| | | | CDW will lead, coordinate and manage project activities | Entire project will be managed from beginning to end by the Senior IT Project Mgr. | See attached response | RTI will work with MISD to develop a schedule that meets requirements for successful deployment. | Relationship Manager will be the main source of support throughout the project through post-sale process. |
| | <i>Resumes of assigned employees (bid attribute 84/response attachments tab)</i> | 1 | 1 | 0 | 1 | 0 | 1 |
| | | | <i>Project will be supported by multiple managers. - RESUMES submitted</i> | <i>Project will be managed from beginning to end by the Senior IT Project Mgr. - NO RESUMES SUBMITTED (submitted list of Account Team)</i> | <i>See attached response - RESUMES submitted</i> | <i>RTI will work with MISD to develop a schedule that meets requirements for successful deployment. - NO RESUMES SUBMITTED (submitted list of account team)</i> | <i>Relationship Manager will be the main source of support throughout the project through post-sale process. RESUMES submitted.</i> |
| 5 | Past Relationship with District | 1 | 1 | 1 | 1 | 0 | 1 |
| | <i>Yes = 1; No = 0</i> | | Yes | Yes | Yes | No | Yes |
| 6 | HUB | 1 | 0 | 0 | 0 | 0 | 0 |
| | <i>Yes = 1; No = 0 (Attribute# 33)</i> | | No | No | No | No | No |
| 7 | Total long-term cost to the district to acquire the vendor's goods or services (L4-L19) | 15 | 14.78 | 14.78 | 15.00 | 14.78 | 5.68 |
| | <i>3% hot spare included (bid attribute 75 and 76)</i> | 5 | 5 | 5 | 5 | 5 | 5 |
| | | | <i>No, 1% (per clarification, included 3% hot spare)</i> | <i>Yes, we can factor in spares and network numbers based on needs and numbers.</i> | <i>Yes, 3%</i> | <i>Yes, 3%</i> | <i>Yes</i> |
| | <i>lease rate</i> | 10 | 9.78 | 9.78 | 10.00 | 9.78 | 0.68 |
| | | | 0.3718 | 0.3718 | 0.3636 | 0.3718 | 5.3600 |
| 8 | Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state | 0 | 0 | 0 | 0 | 0 | 0 |
| 9 | Any other relevant factor specifically listed in the request for bids or proposals. | 3 | 3 | 3 | 0 | 3 | 0 |
| | <i>Value adds</i> | 3 | 3 | 3 | 0 | 3 | 0 |
| | | | <i>CDW & Lenovo will offer a 1% hot spare pool of devices for the overall purchase. CDW will provide MISD access to Intel's Skills for Innovation Prof Dev Program (valued at \$2800 per user).</i> | <i>Comprehensive integrated security solution</i> | <i>N/A</i> | <i>Option #1 - HP Elite x360 1040 G11 - This device is a 14" 2-in-1; HP 3yr Care Pack Premium Onsite Next Business Day Support Warranty</i> | <i>N/A</i> |

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: February 11, 2025

Attachment:

SUBMITTED BY: _____

SUPERVISOR: 
Sofia Perced Pena (Feb 6, 2025 15:10 CST)

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Feb 7, 2025 08:04 CST)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: February 11, 2025

Attachment:

SUBMITTED BY: *Alberto Canales*
Alberto Canales (Feb 3, 2025 14:38 CST)

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Feb 4, 2025 08:26 CST)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: February 11, 2025

Attachment:

SUBMITTED BY: *Alberto Canales*
Alberto Canales (Feb 3, 2025 14:38 CST)

SUPERVISOR: *Louisa Garcia*

Approved for presentation to the Board of Education:

René Gutierrez
RENE GUTIERREZ (Feb 4, 2025 08:26 CST)