



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, April 8, 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. **PROCLAMATION(S)**
 - A) Discussion and Possible Action to Adopt the Proclamation Regarding Autism Awareness Month (April 2025) 6
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Presenter: Dr. René Gutiérrez, Superintendent
 - B) Discussion and Possible Action to Adopt the Proclamation Regarding Month of the Military Child (April 2025) 8
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Presenter: Dr. René Gutiérrez, Superintendent
 - C) Discussion and Possible Action to Adopt the Proclamation Regarding Gifted and Talented Awareness Week (April 7-11, 2025) 10
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Presenter: Dr. René Gutiérrez, Superintendent
6. **CONSENT AGENDA ITEMS** 1

- A) Discussion and Possible Action of the 2025-2026 School Calendar
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for
Instructional Services 12
Presenter: Dr. René Gutiérrez, Superintendent
- B) Discussion and Possible Action on Amendment No. 1 for Memorandum
of Understanding No. 2025-165 The University of Texas Rio Grande
Valley Gaining Early Awareness and Readiness for Undergraduate
Program 14
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for
Instructional Services
Presenter: Dr. René Gutiérrez, Superintendent
- C) Discussion and Possible Action on Interlocal Cooperation Contract No.
2025-245 with The University of Texas Rio Grande Valley for Gaining
Early Awareness and Readiness for Undergraduate Program (GEAR
UP) 39
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for
Instructional Services
Presenter: Dr. René Gutiérrez, Superintendent
- D) Discussion and Possible Action on Request for Proposal No. 2024-1018
Library Books, Audiovisual Supplies & Equipment, Software and
Related Products and Services (Round 9) 60
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for
Instructional Services and Jeanette Nino, Associate Superintendent for
Instructional Leadership
Presenter: Dr. René Gutiérrez, Superintendent
- E) Discussion and Possible Action on Interlocal Cooperation Contract No.
2025-250 with The University of Texas-Rio Grande Valley for Texas
Prefreshman Engineering Program (TexPREP) 62
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for
Instructional Services and Jeanette Nino, Associate Superintendent for
Instructional Leadership
Presenter: Dr. René Gutiérrez, Superintendent
- F) Discussion and Possible Action on Memorandum of Understanding No.
2025-231 Community-Based Prekindergarten Provider with
Gingerbread House Learning Center LLC dba Valley Kidz Academy
Item Submitted: Lorena Garcia, Deputy Superintendent Business and
Operations 70
Presenter: Dr. René Gutiérrez, Superintendent
- G) Discussion and Possible Action on Request for Proposal No. 2024-1023
Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants,
and Rentals (Round 11) 82
Item Submitted: Lorena Garcia, Deputy Superintendent Business and
Operations
Presenter: Dr. René Gutiérrez, Superintendent
- H) Discussion and Possible Action on Memorandum of Understanding No.
2025-252 Raptor Application Access with City of McAllen 84

Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

- I) Discussion and Possible Action on Interlocal Agreement No. 2025-261 School Board Election Services with Hidalgo County 87
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

- J) Discussion and Possible Action on Termination of Contract No. 2024-025 Depository Services for MISD Funds (Frost Bank) 98
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

7. **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. Discussion and Possible Action for the Approval of Reimbursement to Parent Teacher Organization (PTO) at Leonelo H. Gonzalez Elementary 100
Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership

Presenter: Dr. René Gutiérrez, Superintendent

- B) **Human Resources Item(s)** (Dr. Albert Canales)

1. Discussion and Possible Action of Revisions to Policy EIC (LOCAL) -2nd Reading 101
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

- C) **Business and Operations Item(s)** (Lorena Garcia)

1. Report Regarding Yield Reduction Payment to the IRS for Maintenance Tax Note 2020 105
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

2. Discussion and Possible Action on McAllen Independent School District March Budget Amendment for Fiscal Year Beginning July 1, 2024 and Ending June 30, 2025 109
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

3. Discussion and Possible Action on Resolution Setting Forth Parameters for Payment During Emergency Closing for One Day on March 28, 2025 119

Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

4. Discussion and Possible Action on Request for Proposal No. 2025-1034 Fresh Produce for Child Nutrition Program 124
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 127
a) Regular Board Meeting March 11, 2025
b) Board Workshop March 24, 2025 128
2. Discussion and Possible Action for Board of Trustees Travel 130
8. **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
9. **RECONVENE IN OPEN SESSION**
10. **ACTION ON ITEM(S) IN CLOSED SESSION**
- A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2024-2025 131
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 132
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
11. **SCHEDULED MEETINGS**
- A) Board Workshop (Budget Workshop #4) April 15, 2025 5:30 PM Dr. Ricardo Chapa Board Room/Administration Building
B) Regular Board Meeting April 22, 2025 5:30 PM Dr. Ricardo Chapa Board Room/Administration Building

- C) Board Workshop (Budget Workshop #5) April 29, 2025 5:30 PM Dr. Ricardo Chapa Board Room/Administration Building
- D) Special Board Meeting (Recognition of outgoing Board Members, Canvass Election Results, Oath of Office, Reorganization of Officers) May 13, 2025 5:00 PM Professional Learning Center/Texas Our Texas Room
- E) Regular Board Meeting May 13, 2025 6:00 PM Professional Learning Center/Texas Our Texas Room
- F) Board Workshop (Student Recognitions) May 22, 2025 5:30 PM Auditorium/McAllen High School
- G) Regular Board Meeting May 27, 2025 5:30 PM Dr. Ricardo Chapa Board Room/Administration Building
- H) Board Workshop (Budget Workshop #6) June 3, 2025 5:30 PM Dr. Ricardo Chapa Board Room/Administration Building

12. 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 April 4, 2025 by 3:00 P.M.
Natalia Goza,
on behalf of the Board of Trustees*

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

Attachment:

SUBMITTED BY: 
Maribelle Elizondo (Mar 26, 2025 15:36 CDT)

SUPERVISOR: 
Rosalba De Hoyos (Mar 26, 2025 15:37 CDT)

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Mar 26, 2025 16:37 CDT)



Proclamation

*State of Texas
County of Hidalgo
McAllen Independent School District*

Whereas, In 2007 the United Nations General Assembly adopted resolution 62/139 World Autism Awareness Day by unanimous consent, encouraging United Nation Members States to take measures to raise awareness about autism throughout society; and

Whereas, the resolution designates World Autism Awareness Day as a United Nations Day to be observed every year starting in 2008 to raise global awareness of autism; and

Whereas, the aims for World Autism Awareness Day is to inform the general public about the global health crisis of autism, stress the importance of early diagnosis and early intervention, and to celebrate the unique talents and qualities of individuals with autism;

Now Therefore, I, Lucia Thompson, Member, Board of Trustees of the McAllen Independent School District, do hereby proclaim that the month of April 2025 be observed as:

“Autism Awareness Month”

IN WITNESS WHEREOF, I have here unto set my hand and caused the seal of the McAllen Independent School

District to be affixed on this 8th day of April 2025.

Lucia Thompson, Member, Board of Trustees
McAllen Independent School District

Attest:

Erica De La Garza-Lopez, Secretary, Board of Trustees
McAllen Independent School District

Signature: 
Rosalba de Hoyos (Mar 26, 2025 15:37 CDT)
Email: rosalba.dehoyos@mcallenisd.net

Signature: 
RENE GUTIERREZ (Mar 26, 2025 16:37 CDT)
Email: RENE.GUTIERREZ@mcallenisd.net

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

Attachment:

SUBMITTED BY:  Norma Cabrera (Mar 26, 2025 15:45 CDT)

SUPERVISOR:  Rosalba De Hoyos (Mar 26, 2025 15:57 CDT)

Approved for presentation to the Board of Education:

 RENE GUTIERREZ (Mar 26, 2025 16:35 CDT)



Proclamation

*State of Texas
County of Hidalgo
McAllen Independent School District*

Whereas, as Americans, we owe a tremendous debt to those who serve to protect and promote our freedom. It is important to remember the men and women in uniform are not alone in making sacrifices; their families, specially their children, are together in the sacrifice; and

Whereas, Each April we make a special effort to applaud military families and pay tribute to the resilient nature of military children; and

Whereas, Purple Up! For Military connected students on April 15th designated to observe the strength and sacrifices of military children across the country;

Now Therefore, I, Erica De La Garza-Lopez, Secretary, Board of Trustees of the McAllen Independent School District, do hereby proclaim that the month of April 2025 be observed as:

“Month of the Military Child”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 8th day of April 2025.

Erica De La Garza-Lopez, Secretary, Board of Trustees
McAllen Independent School District

Attest:

Sofia M. Peña, President, Board of Trustees
McAllen Independent School District

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

Attachment:

SUBMITTED BY: *Karen Nitsch (Adv. Academics)*

SUPERVISOR: 
Rosalba De Hoyos (Mar 27, 2025 10:30 CDT)

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Mar 31, 2025 15:51 CDT)



Proclamation

State of Texas
County of Hidalgo
McAllen Independent School District



Whereas, McAllen ISD strives to provide intellectual and academic opportunities for gifted and talented students to maximize their potential through collaboration, innovation and problem solving, while supporting their unique social – emotional needs and

Whereas, Gifted Education Week is a time to reflect on how gifted students are identified and served in McAllen ISD, delivering an equitable education for all our children includes identifying all students who would benefit from gifted programs and services; and

Now Therefore, I, Lucia Regalado, Vice-President, Board of Trustees of the McAllen Independent School District, do hereby proclaim that the week of April 7-11, 2025 be observed as

“Gifted and Talented Awareness Week”

All citizens are urged to take interest in and give full support to quality school Gifted and Talented programs for children and youth.

IN WITNESS WHEREOF, I have here unto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 8th day of April 2025.

Lucia Regalado, Vice-President, Board of Trustees
McAllen Independent School District

Attest:

Erica De La Garza-Lopez, Secretary, Board of Trustees
McAllen Independent School District

Signature: 
Rosalba De Hoyos (Mar 27, 2025 10:30 CDT)
Email: rosalba.dehoyos@mcallenisd.net

Signature: 
RENE GUTIERREZ (Mar 31, 2025 15:51 CDT)
Email: RENE.GUTIERREZ@mcallenisd.net

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

SUBJECT: Discussion and Possible Action of the 2025-2026 School Calendar

REFERENCE: Goal 1: Student Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Sec. 25.0811. of the Texas Education Code states that the (a)A school district may (1) begin instruction for students for a school year before the fourth Monday in August if the district operates a year-round system under Section 25.084. The calendar to be presented for board approval meets all requirements of Texas Education Code Sec. 25.084.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The LEAD Professional Learning Committee met to develop calendar drafts for the 2025-26 school year. The calendar drafts were presented to the LEAD General Assembly for feedback and approval on January 29, 2025. After the LEAD General Assembly discussion and feedback, three calendars, Draft A, Draft B and Draft C, were approved to be presented to McAllen ISD staff and families for a vote. Voting took place January 31, 2025 through February 17, 2025.

A second final voting window was opened from Friday, March 7, 2025 to Wednesday, March 26, 2025. McAllen ISD staff and families were presented with two calendar drafts. Calendar 2 was the winning calendar chosen during the first voting window, and Calendar 1 was a new option developed outside of the committee. A final tabulation of votes will be presented for review and approval of a 2025-26 instructional calendar.

A second final vote was conducted from

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

None required.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve the 2025-2026 School Calendar.

Attachment:

SUBMITTED BY: Patricia Pena

SUPERVISOR: 
Rosalba De Hoyos (Mar 31, 2025 10:55 CDT)

SUPERVISOR: 
Jeanette Nino (Mar 31, 2025 11:01 CDT)

For further information contact:

Name: Patricia Pena

Office: 956.632-8414

eMail: patricia.pena2@mcallenisd.net

Approved for presentation to the Board of Education:


12 RENE GUTIERREZ (Mar 31, 2025 17:41 CDT)

Superintendent of Schools Mar 31, 2025

2025-26 CALENDAR 2

2025		2026																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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Calendar 2

Teacher Start Date	Thursday, August 7, 2025
Student Start Date	Thursday, August 14, 2025
	Labor Day September 1, 2025
	Thanksgiving Break November 24 - 28, 2025
	Christmas Break December 22 - January 2, 2026 Students return: Wednesday, January 7, 2026
	Holidays Martin Luther King Day January 19, 2026
	Spring Break March 16 - 20, 2026
	Easter Break April 3 - 6, 2026
	Memorial Day May 25, 2026
	June 2, 2026
	Half-Days aligned to holidays/weather days
Last Day of School	June 2, 2026

*Calendar 2 is the winner of the first election (labeled calendar A in the first election)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

Attachment:

SUBMITTED BY: 
Norma Cabrera (Apr 2, 2025 13:37 CDT)

SUPERVISOR: 
Rosalba De Hoyos (Apr 3, 2025 10:50 CDT)

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 3, 2025 11:33 CDT)

**AMENDMENT No.1 to
Memorandum of Understanding**

This Amendment No.1 (“Amendment”) to the Memorandum of Understanding (“MOU”), by and between The University of Texas Rio Grande Valley, an agency and institution of higher education established under the laws of the State of Texas and a component of The University of Texas System (“System”), hereinafter referred to as (“UTRGV”), for and on behalf of its College Access & K-12 Partnerships department, and the Independent School Districts of Donna, Edinburg, McAllen, Mission, and Weslaco, each a local education agency (“LEA”) located in the Rio Grande Valley, hereinafter referred to as a (“Collaborators”). having an effective date of July, 5th, 2024.

RECITALS

- A.** UTRGV and each LEA have entered into a Memorandum of Understanding to establish a collaboration effort to apply for funding from the US Department of Education under the Gaining Early Awareness and Readiness for Undergraduate Programs (“GEAR UP”).

- B.** The parties want to amend the MOU to clarify that the resulting agreement to be executed among the parties is a contract rather than a “subaward agreement”. In accordance with Department of Education guidelines for Gaining Early Awareness and Readiness for Undergraduate Programs (“GEAR UP”) subaward agreements are not allowed.

NOW, THEREFORE the Collaborators, agree to the following.

- 1. The term "subaward agreement" will be revised to "contract" in the following sections:

Section II: Roles and Responsibilities

Section IV: Term

The revisions to the MOU are limited to those specified. All other provisions of the MOU remain unchanged and in effect.

I. Purpose

The purpose of this MOU is as follows:

To establish a collaboration under the UTRGV Gaining Early Awareness and Readiness for Undergraduate Programs (“GEAR UP”) to apply for funding from the US Department of Education. The mission of UTRGV GEAR UP is to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education.

This collaboration seeks to (1) provide financial aid information for postsecondary education; (2) encourage enrollment in rigorous and challenging coursework in order to reduce the need for remediation at the postsecondary education level; (3) implement activities to improve the number of participating students who obtain a secondary school diploma and who complete applications for and enroll in a program of postsecondary education providing special programs or tutoring in science, technology,

engineering, or mathematics (STEM); (4) provide mentoring and tutoring; (5) support dual or concurrent enrollment programs; (5) provide academic and career counseling; (6) provide financial and economic literacy education; and (6) provide exposure to college campuses with collaboration of local educational agencies; all together referred to as “the Purpose”.

About GEAR UP

GEAR UP is a systemic program designed to begin with a 7th grade cohort and provide supplemental services to this group of students in middle school, high school, and their first year of college. The success of the project is based on annual progress made toward the objectives, services and achievement of the expected outcomes for students, parents, and teachers.

Funding for the GEAR UP program is authorized under Sections 404A– 404H of the Higher Education Act of 1965 (HEA), as amended, (20 U.S.C. §§1070a-21—1070a-28) and the program regulations are located U.S. Code of Federal Regulations, Title 34, Subtitle B, Chapter VI, Part 694. The law can be found here: <https://www.govinfo.gov/content/pkg/USCODE-2021-title20/html/USCODE-2021-title20-chap28-subchapIV-partA-subpart2-divsn2.htm> and the regulations can be found here: <https://www.ecfr.gov/current/title-34/subtitle-B/chapter-VI/part-694>.

GEAR UP Performance Measures

The GEAR UP program developed the following performance measures to track awardees’ progress toward achieving the program’s goals:

1. The percentage of GEAR UP students who pass Algebra 1 or its equivalent by the end of ninth grade.
2. The percentage of GEAR UP students who graduate from high school.
3. The percentage of GEAR UP students who complete the Free Application for Federal Student Aid.
4. The percentage of GEAR UP students and former GEAR UP students who are enrolled at an Institution of Higher Education (IHE).

The percentage of current GEAR UP students and former GEAR UP students who enrolled at an IHE and persisted to the second year of postsecondary education at the initial or a subsequent IHE.

GEAR UP Eligible Applicants

Per the GEAR UP solicitation, collaborations consist of (a) at least one degree-granting IHE and (b) at least one Local Education Agency (LEA). Partnerships may include not less than two other community organizations or entities, such as businesses, professional organizations, State agencies, institutions or agencies sponsoring programs authorized under the Leveraging Educational Assistance Partnership Program authorized in part A, subpart 4 of title IV of the HEA (20 U.S.C. 1070c et seq.), or other public or private agencies or organizations (20 U.S.C. 1070a–21(c)(2)).

II. Roles and Responsibilities

The parties have agreed for UTRGV to submit the proposal in response to the request for proposal number 83.334A as the lead institution with the input provided by Collaborators.

To accomplish the Purpose, the UTRGV developed the following program objectives for the UTRGV GEAR UP to monitor and track progress toward achieving the program goal:

Objective 1: Increase the academic performance and preparation for postsecondary education for GEAR UP students.

Objective 2: Increase the rate of high school graduation and enrollment in postsecondary education for GEAR UP students.

Objective 3: Increase GEAR UP students' and their families' knowledge of postsecondary education options, preparation, and financing.

If funded, UTRGV and Collaborators agree as follows to accomplish the objectives:

A. UTRGV agrees to:

1. UTRGV will serve as the prime awardee and fiscal agent for the grant and will be responsible for issuing a contract to Collaborators subject to the terms and conditions of the awarded proposal.
2. Gather all documentation such as agendas, sign-sheets, and other forms of documentation that should be created and collected for all UTRGV GEAR UP services and be always readily available and audit ready. Documentation will include date of service, participant roster with signatures, type of allowable service description, and the duration of service. It is anticipated that the awarded project will utilize an online data collection system for project services; training will be provided to the GEAR UP Coordinator on all data collection protocol.
3. Assist teachers with content, pedagogy, technology integration, internships, job shadowing. Provide leadership (counselors, administrators, staff, teachers) training and facilitate educators to engage in Master's courses.
4. Conduct STEM professional development training and expose students to 21st century STEM technology activities. Support preparation for TSI/SAT/ ACT exams, and conduct college learning, visits, and cyber-mentoring.
5. Support financial aid training and workshops; arrange and support student camps. Provide opportunities for dual or concurrent enrollment for students to earn college credits while in high school.
6. Provide retention services for first year of college (Year 7).

B. Collaborators agree to:

1. Provide a variety of activities and services designed to support student education, staff development, and community engagement.

2. Commit to working with UTRGV GEAR UP over the seven-year (7) period.
3. Provide services on-site, allow access to classrooms, conference rooms, computer and science laboratories, gymnasium, facilities, equipment, supplies, technology, etc.
4. Employ a GEAR UP Coordinator for each GEAR UP campus who shall be responsible for planning, implementing, and monitoring all GEAR UP Services provided to students, parents, and teachers.
5. Administer college and career readiness programs and services such as career counseling, college fairs, and workshops prepare students for post-secondary education and employment.
6. Support students to be successful in the implementation of curriculum that aligns with state standards and meets the diverse needs of students. This includes core subjects like math, science, English, and social studies, as well as elective courses.
7. Encourage Advanced Placement (AP) and Honors program courses to provide challenging coursework for students.
8. Support students to engage in school related and extracurricular activities including clubs, sports, arts, and music, etc., which contribute to the overall development of students and provide opportunities for social interaction and personal growth.
9. Offer counseling services to support students' mental health and well-being, including crisis intervention and mental health resources.
10. Provide academic and additional support with courses and curriculum through tutoring programs, homework assistance, and after-school programs aimed at helping students succeed academically.
11. Tailor support for students with disabilities, ensuring compliance with the Individuals with Disabilities Education Act (IDEA). This includes individualized education plans (IEPs) and specialized instructional strategies.
12. Conduct regular professional development workshops and training sessions and teacher training programs to enhance teaching skills and keep staff updated on educational best practices and new technologies.
13. Develop future school leaders from within the current teaching and administrative staff.
14. Hold parent events, services and activities to help engage parents in the decision-making processes at schools and foster a sense of community.
15. Engage the community with outreach initiatives aimed at increasing community involvement in schools, such as open houses, volunteer programs, and local partnerships, etc.

16. Provide transportation and logistics to include student transportation, including buses and safety protocols.
 17. Ensure that school facilities are available for use and well-maintained, safe, and conducive to learning.
 18. Implement digital tools and platforms for learning, homework submission, and communication between teachers, students, and parents.
 19. Provide technical support for students and staff, including training on new educational software and tools.
 20. Support services and activities designed to create a supportive, effective educational environment that meets the diverse needs of students and fosters community involvement.
- C. UTRGV and Collaborators agree to provide the required in-kind contribution as described in the program solicitation. The U.S. Department of Education requires a dollar-for-dollar match of federal funds awarded to GEAR UP projects. Each participating campus has already provided a signed Partner Identification Form with projected in-kind or match contribution toward the project that were included as part of the proposal. Matching funds will be collected and monitored annually.

III. Contact Information

Each party shall designate a project director to oversee and facilitate the implementation of this MOU.

- A. For UTRGV: Cynthia Valdez, Cynthia.valdez@utrgv.edu,
1 W. University Blvd, Brownsville, TX, 78520, BCRTZ 213A
956.665.7517

- B. For Collaborators:

Donna ISD:
Angela Dominguez
angela.dominguez@donnaisd.net
904 Hester Ave, Donna, TX, 78537
956-464-1600

Edinburg CISD :
Mario H. Salinas
m.salinas@ecisd.us
411 N. 8th Ave., Edinburg, TX, 78539
956-289-2300

McAllen ISD:

Rene Gutierrez

RENE.GUTIERREZ@mcalleisd.net

2000 N. 23rd St. McAllen, TX, 78501

956-657-6027

Mission CISD:

Criselda Valdez

criselda.valdez@mcisd.org

1201 Bryce Dr, Misson, TX, 78572

956-323-5500

Weslaco ISD:

Richard Rivera

rrivera@wisd.us

319 W. Fourth St., Weslaco, TX, 78596

956-969-6500

IV. Term

This MOU shall commence on July 5th, 2024 and shall remain effective for the period of one (1) year unless terminated early due to the occurrence of any of the following events (whichever occurs first): (a) termination by either party provided a thirty-day (30-day) advanced written notification by the terminating party to the to the non-terminating party; or (b) proposal is not submitted by UTRGV to the sponsor in response to solicitation number 83.334A by the deadline indicated in the solicitation; or (c) notification from the sponsor that proposal has been rejected or not funded; or (d) notification or publication by sponsor that the program under which the solicitation has been issued, has been closed or cancelled or that it will not issue any awards; or (e) the execution of a legally binding contract between the Parties. If this MOU is terminated, neither UTRGV nor Collaborators will be liable to the other for any monetary or other losses which may result.

V. General

- a. This MOU is not a contract. This MOU serves only as a statement of the general intention of the Parties and is not intended to be legally binding nor intended to be construed as an agreement on any matters mentioned. No oral agreement or conduct of the Parties (including partial performance) in respect of matters stated in this MOU shall be deemed to impose any obligation or liability on either Party.
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EXECUTED by UTRGV and Collaborator in duplicate copies, each of which will be deemed an original.

The University of Texas Rio Grande Valley

Donna Independent School District

by _____
Thomas B. Spencer, PhD, MBA

by _____
Angela Dominquez

Title: AVP of Research Operations

Title: Donna ISD Superintendent

Date: _____

Date: _____

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Mario H. Salinas

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Date: _____

McAllen Independment School District

McAllen Independent School District

by: _____
Sofia M. Peña, Board of Trustees, President

by _____
Rene Gutierrez

Approved as to form:

by: 
JOHNATHAN BALL (Mar 11, 2025 15:24 CDT)
Johnathan Ball, Staff Attorney

Title: McAllen ISD Superintendent

Date: _____

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by _____
Criselda Valdez

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Weslaco Independent School District

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I. Purpose

The purpose of this MOU is as follows:

To establish a collaboration under the UTRGV Gaining Early Awareness and Readiness for Undergraduate Programs (“GEAR UP”) to apply for funding from the US Department of Education. The mission of UTRGV GEAR UP is to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education.

This collaboration seeks to (1) provide financial aid information for postsecondary education; (2) encourage enrollment in rigorous and challenging coursework in order to reduce the need for remediation at the postsecondary education level; (3) implement activities to improve the number of participating students who obtain a secondary school diploma and who complete applications for and enroll in a program of postsecondary education providing special programs or tutoring in science, technology, engineering, or mathematics (STEM); (4) provide mentoring and tutoring; (5) support dual or concurrent enrollment programs; (5) provide academic and career counseling; (6) provide financial and economic literacy education; and (6) provide exposure to college campuses with collaboration of local educational agencies; all together referred to as “the Purpose”.

About GREAR UP

GEAR UP is a systemic program designed to begin with a 7th grade cohort and provide supplemental services to this group of students in middle school, high school, and their first year of college. The success of the project is based on annual progress made toward the objectives, services and achievement of the expected outcomes for students, parents, and teachers.

Funding for the GEAR UP program is authorized under Sections 404A– 404H of the Higher Education Act of 1965 (HEA), as amended, (20 U.S.C. §§1070a-21—1070a-28) and the program regulations are located U.S. Code of Federal Regulations, Title 34, Subtitle B, Chapter VI, Part 694. The law can be found here: <https://www.govinfo.gov/content/pkg/USCODE-2021-title20/html/USCODE-2021-title20-chap28-subchapIV-partA-subpart2-divsn2.htm> and the regulations can be found here: <https://www.ecfr.gov/current/title-34/subtitle-B/chapter-VI/part-694>.

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The GEAR UP program developed the following performance measures to track awardees’ progress toward achieving the program’s goals:

1. The percentage of GEAR UP students who pass Algebra 1 or its equivalent by the end of ninth grade.

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The percentage of current GEAR UP students and former GEAR UP students who enrolled at an IHE and persisted to the second year of postsecondary education at the initial or a subsequent IHE.

GEAR UP Eligible Applicants

Per the GEAR UP solicitation, collaborations consist of (a) at least one degree-granting IHE and (b) at least one Local Education Agency (LEA). Partnerships may include not less than two other community organizations or entities, such as businesses, professional organizations, State agencies, institutions or agencies sponsoring programs authorized under the Leveraging Educational Assistance Partnership Program authorized in part A, subpart 4 of title IV of the HEA (20 U.S.C. 1070c et seq.), or other public or private agencies or organizations (20 U.S.C. 1070a–21(c)(2)).

II. Roles and Responsibilities

The parties have agreed for UTRGV to submit the proposal in response to the request for proposal number 83.334A as the lead institution with the input provided by Collaborators.

To accomplish the Purpose, the UTRGV developed the following program objectives for the UTRGV GEAR UP to monitor and track progress toward achieving the program goal:

Objective 1: Increase the academic performance and preparation for postsecondary education for GEAR UP students.

Objective 2: Increase the rate of high school graduation and enrollment in postsecondary education for GEAR UP students.

Objective 3: Increase GEAR UP students' and their families' knowledge of postsecondary education options, preparation, and financing.

If funded, UTRGV and Collaborators agree as follows to accomplish the objectives:

A. UTRGV agrees to:

1. UTRGV will serve as the prime awardee and fiscal agent for the grant and will be responsible for issuing a legally binding subaward agreements to Collaborators subject to the terms and conditions of the awarded proposal.
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2. Commit to working with UTRGV GEAR UP over the seven-year (7) period.
3. Provide services on-site, allow access to classrooms, conference rooms, computer and science laboratories, gymnasium, facilities, equipment, supplies, technology, etc.
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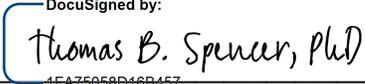
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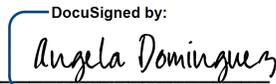
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The University of Texas Rio Grande Valley

by 
DocuSigned by: 1FA75058D16B457...
 Thomas B. Spencer, PhD, MBA

Donna Independent School District

by 
DocuSigned by: 19490A6A71C94A4...
 Angela Dominguez

Title: AVP of Research Operations

Date: 10/21/2024

Read and Understood By:

DocuSigned by:
Cynthia Valdez
64DD3F5609D24FB...
Cynthia Valdez

Title: Donna ISD Superintendent

Date: 9/10/2024

Edinburg Independent School District

DocuSigned by:
Mario H. Salinas
57576986F17D4A4...
by _____
Mario H. Salinas

Title: Edinburg CISD Superintendent

Date: 10/9/2024

McAllen Independent School District

by _____
Rene Gutierrez

Title: McAllen ISD Superintendent

Date: _____

Mission Independent School District

Signed by:
Criselda Valdez
B8887E6574F9413...
by _____
Criselda Valdez

Title: Mission ISD Superintendent

Date: 9/11/2024

Weslaco Independent School District

by _____
Richard Rivera
8E943E5502AE47C
Richard Rivera

Title: Weslaco ISD Superintendent

Date: 9/9/2024

Title: AVP of Research Operations

Date: _____

Read and Understood By:

Cynthia Valdez

Title: Donna ISD Superintendent

Date: _____

Edinburg Independent School District

by _____
Mario H. Salinas

Title: Edinburg CISD Superintendent

Date: _____

McAllen Independent School District

by  _____
RENE GUTIERREZ (Oct 9, 2024 14:13 CDT)
Rene Gutierrez

Title: McAllen ISD Superintendent

Date: _____

Mission Independent School District

by _____
Criselda Valdez

Title: Mission ISD Superintendent

Date: _____

Weslaco Independent School District

by _____
Richard Rivera

Title: Weslaco ISD Superintendent

Date: _____

McAllen Independent School District

by  _____
Sofia M. Peña, Board of Trustees, President

Approved as to form:

by  _____
JOHNATHAN BALL (Sep 30, 2024 14:02 CDT)
Johnathan Ball Staff Attorney

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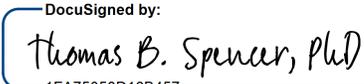
notification from the sponsor that proposal has been rejected or not funded; or (d) notification or publication by sponsor that the program under which the solicitation has been issued, has been closed or cancelled or that it will not issue any awards; or (e) the execution of a legally binding subaward agreement between the Parties. If this MOU is terminated, neither UTRGV nor Collaborators will be liable to the other for any monetary or other losses which may result.

V. General

- a. This MOU is not a contract. This MOU serves only as a statement of the general intention of the Parties and is not intended to be legally binding nor intended to be construed as an agreement on any matters mentioned. No oral agreement or conduct of the Parties (including partial performance) in respect of matters stated in this MOU shall be deemed to impose any obligation or liability on either Party.
- b. This MOU is not intended to constitute, create, give effect to, or otherwise form a joint venture, or other business entity of any kind. Neither party shall act as an agent for, or partner of, the other party. There are neither any rights nor obligations of the Parties established under this MOU.
- c. The relationship between the Parties is non-exclusive; the Parties shall have the ability to form similar or different business relationships with other entities of their choice.
- d. All publications resulting from the collaboration between the Parties must give recognition to the MOU and the awarded project in accordance with sponsor requirements. Likewise, the MOU must also be mentioned in all courses and formal presentations that result from collaboration under the terms hereof.
- e. The parties agree to comply with all applicable federal, state, and municipal laws; ordinances, rules, and regulations; all applicable requirements of any accreditation authority, and to certify such compliance upon request.
- f. The parties intend to discuss with each other press releases in connection with this MOU prior to publication of any press release.
- g. The parties understand that they are proceeding at their own risk, and they understand that costs regarding the subject matter under this MOU are to be paid for by the party who incurs the cost. Nothing contained in this MOU is to be construed as providing for the sharing of profits or losses arising out of the efforts of either or both parties. Neither party will be liable to the other for any costs, expenses, risks, or liabilities arising out of the other party's efforts in connection with this MOU.

EXECUTED by UTRGV and Collaborator in duplicate copies, each of which will be deemed an original.

The University of Texas Rio Grande Valley

by 
1FA75058D16B457...
 Thomas B. Spencer, PhD, MBA

Donna Independent School District

by 
19490A6A71C94A4...
 Angela Dominguez

Title: AVP of Research Operations

Date: 10/21/2024

Read and Understood By:

DocuSigned by:
Cynthia Valdez
64DD3F5609D24FB...
Cynthia Valdez

Title: Donna ISD Superintendent

Date: 9/10/2024

Edinburg Independent School District

DocuSigned by:
Mario H. Salinas
57576986F17D4A4...
by _____
Mario H. Salinas

Title: Edinburg CISD Superintendent

Date: 10/9/2024

McAllen Independent School District

by _____
Rene Gutierrez

Title: McAllen ISD Superintendent

Date: _____

Mission Independent School District

Signed by:
Criselda Valdez
B8887E6574F9413...
by _____
Criselda Valdez

Title: Mission ISD Superintendent

Date: 9/11/2024

Weslaco Independent School District

by _____
Richard Rivera
8E943E5502AE47C
Richard Rivera

Title: Weslaco ISD Superintendent

Date: 9/9/2024

Title: AVP of Research Operations

Date: _____

Read and Understood By:

Cynthia Valdez

Title: Donna ISD Superintendent

Date: _____

Edinburg Independent School District

by _____
Mario H. Salinas

Title: Edinburg CISD Superintendent

Date: _____

McAllen Independent School District

by  _____
RENE GUTIERREZ (Oct 9, 2024 14:13 CDT)
Rene Gutierrez

Title: McAllen ISD Superintendent

Date: _____

Mission Independent School District

by _____
Criselda Valdez

Title: Mission ISD Superintendent

Date: _____

Weslaco Independent School District

by _____
Richard Rivera

Title: Weslaco ISD Superintendent

Date: _____

McAllen Independent School District

by:  _____
Sofia M. Peña, Board of Trustees, President

Approved as to form:

by:  _____
Johnathan Ball Staff Attorney

Signature:  _____
Rosalba de Hoyos (Apr 3, 2025 10:50 CDT)

Email: rosalba.dehoyos@mcallenisd.net

Signature:  _____
RENE GUTIERREZ (Apr 3, 2025 11:33 CDT)

Email: RENE.GUTIERREZ@mcallenisd.net

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

Attachment:

SUBMITTED BY: 
Norma Cabrera (Apr 3, 2025 15:21 CDT)

SUPERVISOR: 
Rosalba De Hoyos (Apr 4, 2025 13:15 CDT)

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 4, 2025 14:48 CDT)

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this “**Contract**”) is entered into effect as of the date of the last signature (“**Effective Date**”), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: The University of Texas Rio Grande Valley, an institution of higher education and agency of the State of Texas.

Performing Party: McAllen Independent School District, a political subdivision of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party for the College Bound-Career Linked GEAR UP! (the “**Project**”). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the services (“**Services**”) as described in **Attachment A: Scope of Work**.

WARRANTIES:

Performing Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Section 11.157, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Receiving Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

CONTRACT AMOUNT:

This is a cost-reimbursable Contract; the total amount for the performance period of September 1, 2024, to August 31, 2025 shall not exceed **TWO HUNDRED ELEVEN THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$211,580.00)**. Basis for calculating payment can be found in **Attachment B**. An invoice will be sent on behalf of Performing Party on a monthly basis.

PAYMENT:

The Receiving Party will remit payments to the Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act (“Act”), Chapter 2251, *Texas Government Code*.

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

TERM:

The term of this Contract begins on the Effective Date and expires on **December 31st, 2031** (“Term”) for performance during the period of September 1, 2024, through August 31, 2025 (“Year 1 - Performance Period”). This Contract is subject to Receiving Party’s receipt of annual notices of award from the Department of Education for the Project, therefore, it is understood this Contract will be amended on an annual basis to provide compensation for subsequent performance periods through the end of the Project scheduled for August 31, 2031.

NOTICES:

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

If to Receiving Party:

The University of Texas Rio Grande Valley
Office of Grants and Contracts
1201 West University Drive
Edinburg, TX 78539
Attention: Post Award
Email: Sponpro@utrgv.edu

*with copy to: Office of Research Contracts and Industry Agreements
rcia@utrgv.edu*

If to Performing Party:

McAllen Independent School District
2000 N. 23rd Street
McAllen, TX 78501
Attention: Dr. René Gutiérrez, Superintendent
Email: rene.gutierrez@mcallenisd.net

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

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

OTHER PROVISIONS:

Data Sharing. Performing Party shall provide the data set ("Data") described in Attachment A: Scope of Work, to Receiving Party for the Project. Parties agree to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and implement regulations found in 34 CFR Part 99 when sharing educational records or personally identifiable information (PII) related to students.

(1) **Data Use.** Receiving Party shall not use the Data except as authorized under this Contract. The Data will be used solely as necessary to perform the obligations in connection with the Project.

(2) **Control and Disclosure of Data.** Except as authorized under this Contract or otherwise required by law, Receiving Party agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party without the prior written consent of Performing Party.

(3) **Data Security.** The Receiving Party agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data. Receiving Party agrees to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable.

(4) **Security Breach.** In the event Receiving Party becomes aware of any use or disclosure of the Data not provided for by this Contract, Receiving Party shall take any appropriate steps to minimize the impact of such unauthorized use or disclosure as soon as practicable and shall notify Performing Agency of such use or disclosure as soon as possible, but no later than five (5) business days after discovery of the unauthorized use or disclosure. The Receiving Party shall cooperate with the Performing Party to investigate, correct, and/or mitigate such unauthorized use or disclosure. Receiving Party acknowledges that Performing Party may have an obligation to make further notifications under applicable state law and shall cooperate with the Performing Party to the extent necessary to enable Performing Party to meet all such obligations.

(5) **Data Warranty.** Any Data delivered pursuant to this Contract is understood to be provided "AS IS." PERFORMING PARTY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR OTHER PROPRIETARY RIGHTS. Notwithstanding, Performing Party, to the best of its knowledge and belief, has the right and authority to provide the Data to Receiving Party for use in the Project.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Receiving Party agrees that any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency that Performing Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

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

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

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a party, or a party's governing board fails to allocate the necessary funds, then the party that loses funding may terminate this Contract without further duty or obligation under this Contract.

State Auditor's Office. The parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The parties will include this provision in all contracts with permitted subcontractors.

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

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

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

Compliance with Laws and 2 CFR Part 200 Required Provisions. The parties shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules and regulations, including but not limited to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award (2 CFR 200). In addition the following terms shall apply and take precedence over any other terms outlined herein:

(1) **Termination for cause and for convenience by the Performing Party or the Receiving Party including the manner by which it will be affected and the basis for settlement.** When the Performing Party expends federal funds, the Receiving Party reserves the right to immediately terminate any agreement in excess of \$10,000 in the event of a breach or default of the Contract by Performing Party in the event the Performing Party fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the Contract, quote, or attached exhibit(s); (2) make any payments owed; or (3) otherwise perform in accordance with the Contract. The Receiving Party also reserves the right to terminate the Contract immediately, with written notice to Performing Party, for convenience, if the Receiving Party believes, in its sole discretion that it is in the best interest of the Receiving Party to do so. The Performing Party will be compensated for work performed and accepted and goods accepted by the Receiving Party as of the termination date if the contract is terminated for convenience of the Receiving Party.

(2) **Record Retention Requirements for Contracts Involving Federal Funds.** Performing Party certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Performing Party further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after Receiving Party submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

(3) **Certification of Equal Employment Statement.** It is the policy of the Receiving Party not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Performing Party agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Performing Party further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

(4) **Certification of Access to Records – 2 CFR § 200.336.** The Performing Party agrees that the Receiving Party’s Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Performing Party that are directly pertinent to Receiving Party’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Performing Party’s personnel for the purpose of interview and discussion relating to such documents.

(5) **Certification of Applicability to Subcontractors.** Performing Party agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Executed by the parties as effective on the date of the last signature by the following duly authorized representatives:

PERFORMING PARTY:

McAllen Independent School District

By: Sofia Peña

Title: Board of Trustees, President

Date: _____

RECEIVING PARTY:

The University of Texas Rio Grande Valley

By: Thomas B. Spencer, PhD

Title: Associate VP for Research Operations

Date: _____

Approved as to form:

by: 
JOHNATHAN BALL (Apr 3, 2025 13:28 CDT)
Johnathan Ball, Staff Attorney

ATTACHMENT A
(Following Page)

Scope of Work

Introduction

Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) is a federal program aimed at equalizing access to higher education for low-income students. GEAR UP was created in 1998 as part of the reauthorization of the Higher Education Act of 1965. The GEAR UP program is currently authorized under Sections 404A– 404H of the Higher Education Act of 1965 (HEA), as amended, (20 U.S.C. §§1070a-21—1070a-28) and the program regulations are located at U.S. Code of Federal Regulations, Title 34, Subtitle B, Chapter VI, Part 694.

As mandated by the legislation, GEAR UP grantees seek to increase postsecondary access and completion by promoting the following:

- Information to students and parents (e.g., appropriate information on college preparatory courses, cost of college attendance, financial assistance and different programs of study)
- Individualized academic and social support to students
- Parent involvement in education
- Educational excellence
- School reform
- Student participation in rigorous courses.

The mission of Receiving Party is to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education. GEAR UP is a systemic program designed to begin with a 7th grade cohort and provide supplemental services to this group of students through middle school, high school, and the first year of college.

The success of the project is based on annual progress made toward the objectives described in the grant evaluation framework that includes services and expected outcomes for students, parents, and teachers.

Program Management:

Receiving Party will collaborate with and support the Performing Party GEAR UP Coordinator to plan and implement GEAR UP services for students, parents, and teachers.

The Performing Party GEAR UP Coordinator will be required to attend monthly project meetings for program updates and to review monthly data reports. In addition, quarterly administrative meetings will be held along with the district leadership team consisting of the Superintendent, District GEAR UP Champion/Liaison, Campus Principals, Campus Head Counselor, and the Performing Party GEAR UP Coordinator.

Project Handbook:

Receiving Party will provide a handbook to Performing Party GEAR UP Coordinator with information on financial practices, data & evaluation, participant services, protocols & procedures, and all forms required by the Project. Updates and revisions will be communicated by Receiving Party to Performing Party.

Program Objectives:

Objective 1: Increase the academic performance and preparation for postsecondary education of cohort GEAR UP students.

- 1.1** Annually, increase the number of high school (9th – 12th grade) students (at risk of educational failure and disadvantaged students) passing all Core Subject by **20%** over the baseline of **48%**, as measured by STAAR state tests data.
- 1.2** Annually, increase the number of middle school (6th – 8th grade) students (at risk of educational failure and disadvantaged students) passing Math, Reading and Science by **20%, 25%, 25%**, over the baseline of **32%, 43%** and **43%** respectively, as measured by STAAR.
- 1.3** Annually, increase the number of cohort students (9th-12th grade) who enroll and receive credit from AP, Dual or Concurrent Enrollment courses in Math, and Reading, etc. by **20%** and **23%** over baseline of **15%** and **23%**, respectively, as measured by state (TAPR) AP, Dual or Concurrent Enrollment course data.

1.4 75% of cohort students will pass Algebra I or its equivalent by the end of 9th grade, over baseline of **52%**, as measured by STAAR data.

1.5 Annually, **80%** of grade-level cohort teachers receiving professional development in core content strategies (pedagogy) will report improvement in teaching, as measured by self-assessment tools.

Objective 2: Increase the rate of high school graduation, awareness, and participation in postsecondary education of cohort students through Professional Learning Communities.

2.1 Annually, **95%** of students will be promoted to the next grade level to be on track to graduate on-time, as measured by TEA, THECB, and college advancement data.

2.2 85% of cohort students will complete the TSI, SAT or ACT by the end of 11th grade to be on track to apply for college, as measured by college assessment instrument.

2.3 90% of GEAR UP students will graduate from high school, as defined by TEA graduation standards (GEAR UP schools are at **80%** with some at a low **62%**).

2.4 Increase the number of graduates meeting college and career/military readiness to **70%** in Reading, **65%** in Math, and **85%**, in career/military from a baseline of **46%, 38%, and 70%** respectively, as measured by state TAPR data.

Objective 3: Increase cohort students' educational expectations and their families' knowledge of postsecondary education, options, preparation, and financing.

3.1 100% of cohort students will complete the Free Application for Federal Student Aid before the end of 12th grade, as measured by a completed application on file.

3.2 70% of GEAR UP students will enroll at an Institution of Higher Education (IHE), as measured by postsecondary enrollment data to include local IHE reports and National Clearinghouse (NC) data. *Target schools are at a low of **43%**

3.3 Of the total GEAR UP students enrolled in postsecondary education, **70%** will persist to the second year of postsecondary education at the initial or subsequent IHE, as measured by college enrollment data. *Baseline collected in 2024-25.

3.4 70% of the students enrolled in postsecondary education will be placed in college-level Math and English without need of remediation courses, as measured by college enrollment data.* Baseline **46% were in remedial Math/English.**

3.5 Annually, increase students' and parents' knowledge about postsecondary education, preparation, options, financing, and application processes each by **25%** and **20%** over baseline of **45%** and **35%**, respectively, as measured by target GEAR UP survey data.

3.6 Annually, the percent of target schools that improve cost efficiency (as defined by GEAR UP), in use of federal funds will increase by **5%** or more, as measured by operating budgets.

Objective 4: Increase cohort students' access to advanced academic programs, including knowledge and competencies skills, through STEM, work-based, technology, distance and social emotional learning (mental health) and effective initiatives and strategies.

4.1 Annually, increase by **15%** over the baseline the number of cohort students who engage in STEM learning and receive an **endorsement**, as measured by course grades. *Baseline will be collected in 2024-25.

4.2 Annually, **60%** of cohort high school students will earn recognized in-demand industry postsecondary credentials and increase work-based learning skills, as measured by state and course enrollment data.

4.3 Annually, **70%** of cohort high school students will master key prerequisites (e.g., Algebra I) and increase critical-thinking, problem-solving (cognitive), behavior, decision-making, empathy (non-cognitive), etc. skills, as measured by course data and self-assessment tools.

4.4 Annually, **80%** and **50%** of cohort students and parents, respectively, will increase awareness, knowledge, and receive services in SEL, mental health support, crisis interventions, mentoring, tutoring, etc., to ensure graduation from high school and enrollment in college, as measured by course enrollment data/self-assessment tools.

Program Budget and Match (In-kind) Requirements:

Performing Party will receive a budget to implement the required services. The U.S. Department of Education requires a dollar-for-dollar match of federal funds awarded to GEAR UP projects. This requirement was communicated during the grant writing process and Performing Party submitted a signed Partner Identification Form with projected in-kind or match contribution toward the project. The Performing Party is required to collect and monitor matching funds on a monthly basis to meet required annual match contribution.

Annual Performance Report (APR) and Project Data

The U.S. Department of Education requires the submission of an Annual Performance Report (APR) to determine the project's progress toward grant objectives and other requirements. Consequently, data collection is necessary from the Performing Party to complete the APR and to monitor the overall effectiveness of the grant.

Data pertaining to the student GEAR UP student cohorts starting in 2024 for the graduating class of 2030 will be submitted electronically through a secure data management system (Youth Connections) utilized for this project, run by Evaluation Grants & Training Institute (EGT). All records obtained from the School District will serve as guidance in developing program initiatives to meet the grant objectives. Student, parent, and teacher participation in grant services will be collected monthly and surveys will be distributed to parents and students to collect information on their understanding of the college transition process, higher education aspirations, and satisfaction with grant services.

Performing Party shall submit at a minimum the following data:

- Identifiers (Full name, Local Student ID, PEIMS ID, State 10-digit ID)
- Parent/Guardian Information (Full Name, Relationship to student, etc.)
- Address (Student & Guardian/Parent)
- Contact information (Parent and Student Email, phone number, etc.)
- Demographic Data (Date of birth, Ethnicity, Race, Gender, LEP status, Homeless Status, IEP Status, Foster Status, Migrant, ELL, At-Risk, Economic Disadvantaged, etc.)
- Enrollment Date
- End/Exit Date and Reason
- Absences, Excused and Unexcused
- Days Attended, Days Enrolled
- Class Enrollment (Class, level, method of instruction, grade, term, GPA, units earned, duration of course, dual enrollment, AP, Honors, etc.)
- School information (name)
- Instructor information for grade level (name, discipline)
- Testing information and scores (ACT, PSAT, SAT, TSIA2, STAAR EOC, AP, CLEP, etc.)
- College Readiness (FAFSA/TASFA completion, date of completion, Diploma Type, Graduation Date, etc.)

Data sent to Receiving Party also includes class of 2029 for comparison group data.

Performing Party Responsibilities:

Personnel:

It is expected that the Performing Party will employ a GEAR UP Coordinator, dedicated 100% to the grant, for each GEAR UP campus who shall be responsible for planning, implementing, and monitoring all GEAR UP services provided to students, parents, and teachers. A job description for this position will be provided to the Performing Party. The Performing Party GEAR UP Coordinator shall be an employee of the Performing Party under the supervision of the Receiving Party GEAR UP Director and the Superintendent of Performing Party, or the Superintendent's designee. The Receiving Party GEAR UP Director (or designee) shall be present during the interview and selection process of the Performing Party GEAR UP Coordinator to provide information and to monitor the process. The Receiving Party GEAR UP Director (or designee) shall provide input to district personnel on the performance of the Performing Party GEAR UP Coordinator.

All services provided to students, parents, and teachers should be directly related to a grant objective. Documentation such as agendas, sign-sheets, and other forms of documentation should be created and collected for all GEAR UP services and be always readily available and audit ready. Documentation should always include date of service, participant roster with signatures, type of allowable service description, and the duration of service. The Project will utilize Youth Connections, an online data collection system, for documenting project services; training will be provided by the Receiving Party to the Performing Party GEAR UP Coordinator on all data collection protocol. Services must be entered into the Youth Connections system weekly for students, parents, and teachers.

The following services are considered allowable services and should be implemented by Performing Party to meet grant objectives.

Student Services:

Required Core Services:

- Supportive Services
- Rigorous Academic Curricula
- Comprehensive Mentoring
- Financial aid counseling/advising
- Counseling/advising/academic planning/career counseling
- College visit/college student shadowing
- Tutoring/Homework Assistance
- Job site visit/job shadowing
- Summer programs
- Educational field trips
- Educational Workshops

Other Permissible Services:

- Dual enrollment programs
- Special programs or tutoring in science, technology, engineering, or math
- Skills and academic assessments to students
- Credit recovery programs

Parent Services:

- Workshops on college preparation/financial aid
- Counseling/advising
- College visits
- Family events

Teacher Services:

- Content area professional development in English, math, science, and social studies.

Service Implementation:

The proposed project personnel will utilize Key Partners written into the Receiving Party GEAR UP Project application such as Texas Instruments, College 1st, Vernier, Region One, etc. to coordinate services. The Performing Party GEAR UP Coordinator will be responsible for assisting with the implementation of these services at the campus and initiating additional campus specific services to meet grant objectives.

ATTACHMENT B
(Following Page)

UTRGV GEAR UP College Bound-Career Linked!
 MCALLEN ISD
 Budget
 09/01/2024 - 08/31/2025

School	Budget	Category	Description	Campus-Based Budget	Campus In-Kind
BROWN MIDDLE SCHOOL	70,300.00				
DE LEON MIDDLE SCHOOL	71,190.00				
TRAVIS MIDDLE SCHOOL	70,090.00				
Total	<u>211,580.00</u>				
		Salaries & Wages	Salary/Wage - GEAR UP Coordinators (3)	150,000	150,000
			Salary/Wage - Substitute Teachers	3,750	3,750
			Tutors	12,000	12,000
			Salaries & Wages Total	<u>165,750</u>	<u>165,750</u>
		Travel/Transportation	Travel-Employee	6,000	6,000
			Travel-Student	15,000	15,000
			Travel Total	<u>21,000</u>	<u>21,000</u>
		Materials & Supplies	General Education Supplies - Students	5,464	5,464
			General Supplies - Parent Involvement	1,366	1,366
			GEAR UP Lab Start Up	18,000	18,000
			Materials & Supplies Total	<u>24,830</u>	<u>24,830</u>
			Total Direct Costs	<u>211,580</u>	
			Total Expected Campus In-Kind		<u>211,580</u>

**UTRGV GEAR UP College Bound-Career Linked!
 BROWN MIDDLE SCHOOL
 Budget
 09/01/2024 - 08/31/2025**

Category	Description	Proposed Campus-Based Budget	Proposed Campus In-Kind
Salaries & Wages			
	Salary/Wage - GEAR UP Coordinator	50,000 *	50,000
	Salary/Wage - Substitute Teachers	1,250	1,250
	Tutors	4,000	4,000
	Salaries & Wages Total	<u>55,250</u>	<u>55,250</u>
Travel/Transportation			
	Travel-Employee	2,000	2,000
	Travel-Student/Parent	5,000	5,000
	Travel Total	<u>7,000</u>	<u>7,000</u>
Materials & Supplies			
	General Education Supplies-Students	1,640	1,640
	General Supplies - Parent Involvement	410	410
	GEAR UP Lab Start Up	6,000 **	6,000
	Materials & Supplies Total	<u>8,050</u>	<u>8,050</u>
	Total Direct Costs	<u><u>70,300</u></u>	
	Total Expected Campus In-Kind		<u><u>70,300</u></u>

* Schools will hire a GEAR UP Coordinator(s) to assist with initiatives related to the grant.

** One-Time GEAR UP Start Up Lab

**UTRGV GEAR UP College Bound-Career Linked!
 DE LEON MIDDLE SCHOOL
 Budget
 09/01/2024 - 08/31/2025**

Category	Description	Proposed Campus-Based Budget	Proposed Campus In-Kind
Salaries & Wages			
	Salary/Wage-GEAR UP Coordinator	50,000 *	50,000
	Salary/Wage-Substitute Teachers	1,250	1,250
	Tutors	4,000	4,000
	Salaries & Wages Total	<u>55,250</u>	<u>55,250</u>
Travel/Transportation			
	Travel-Employee	2,000	2,000
	Travel-Student/Parent	5,000	5,000
	Travel Total	<u>7,000</u>	<u>7,000</u>
Materials & Supplies			
	General Education Supplies-Students	2,352	2,352
	General Supplies - Parent Involvement	588	588
	GEAR UP Lab Start Up	6,000 **	6,000
	Materials & Supplies Total	<u>8,940</u>	<u>8,940</u>
	Total Direct Costs	<u><u>71,190</u></u>	
	Total Expected Campus In-Kind		<u><u>71,190</u></u>

* Schools will hire a GEAR UP Coordinator(s) to assist with initiatives related to the grant.

** One-Time GEAR UP Start Up Lab

**UTRGV GEAR UP College Bound-Career Linked!
 TRAVIS MIDDLE SCHOOL
 Budget
 09/01/2024 - 08/31/2025**

Category	Description	Proposed Campus-Based Budget	Proposed Campus In-Kind
Salaries & Wages			
	Salary/Wage-GEAR UP Coordinator	50,000 *	50,000
	Salary/Wage-Substitute Teachers	1,250	1,250
	Tutors	4,000	4,000
	Salaries & Wages Total	<u>55,250</u>	<u>55,250</u>
Travel/Transportation			
	Travel-Employee	2,000	2,000
	Travel-Student/Parent	5,000	5,000
	Travel Total	<u>7,000</u>	<u>7,000</u>
Materials & Supplies			
	General Education Supplies-Students	1,472	1,472
	General Supplies - Parent Involvement	368	368
	GEAR UP Lab Start Up	6,000 **	6,000
	Materials & Supplies Total	<u>7,840</u>	<u>7,840</u>
	Total Direct Costs	<u><u>70,090</u></u>	
	Total Expected Campus In-Kind		<u><u>70,090</u></u>

* Schools will hire a GEAR UP Coordinator(s) to assist with initiatives related to the grant.

** One-Time GEAR UP Start Up Lab

ATTACHMENT C
(Following Page)



**US Department of Education
Washington, D.C. 20202**

P334A240081

GRANT AWARD NOTIFICATION

1	RECIPIENT NAME The University of Texas Rio Grande Valley Division of Research 1201 W. University Drive ESSBL 5.110 Edinburg, TX 78539	2	AWARD INFORMATION <table style="width:100%; border:none;"> <tr> <td style="padding-right:20px;">PR/AWARD NUMBER</td> <td>P334A240081</td> </tr> <tr> <td>ACTION NUMBER</td> <td>2</td> </tr> <tr> <td>ACTION TYPE</td> <td>Administrative</td> </tr> <tr> <td>AWARD TYPE</td> <td>Discretionary</td> </tr> </table>	PR/AWARD NUMBER	P334A240081	ACTION NUMBER	2	ACTION TYPE	Administrative	AWARD TYPE	Discretionary																	
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ACTION TYPE	Administrative																											
AWARD TYPE	Discretionary																											
3	PROJECT STAFF RECIPIENT PROJECT DIRECTOR Ernesto Ramirez (956) 665-2096 ernesto.ramirez@utrgv.edu EDUCATION PROGRAM CONTACT Antoinette Edwards (202) 453-7121 antoinette.edwards@ed.gov EDUCATION PAYMENT HOTLINE G5 PAYEE HELPDESK 888-336-8930 obsseed@servicenowservices.com	4	PROJECT TITLE 84.334A College Bound-Career Linked GEAR UP!																									
5	KEY PERSONNEL <table style="width:100%; border:none;"> <thead> <tr> <th style="text-align:left;"><u>NAME</u></th> <th style="text-align:left;"><u>TITLE</u></th> <th style="text-align:right;"><u>LEVEL OF EFFORT</u></th> </tr> </thead> <tbody> <tr> <td>Ernesto Ramirez</td> <td>Project Director</td> <td style="text-align:right;">50 %</td> </tr> </tbody> </table>			<u>NAME</u>	<u>TITLE</u>	<u>LEVEL OF EFFORT</u>	Ernesto Ramirez	Project Director	50 %																			
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EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

For Discretionary, Formula and Block Grants (See Block 2 of the Notification)

- 1. RECIPIENT NAME** - The legal name of the recipient or name of the primary organizational unit that was identified in the application, state plan or other documents required to be submitted for funding by the grant program.
- 2. AWARD INFORMATION** - Unique items of information that identify this notification.
 - PR/AWARD NUMBER** - A unique, identifying number assigned by the Department to each application. On funded applications, this is commonly known as the "grant number" or "document number." The PR/Award Number is also known as the Federal Award Identifying Number, or FAIN.
 - ACTION NUMBER** - A numeral that represents the cumulative number of steps taken by the Department to date to establish or modify the award through fiscal or administrative means. Action number "01" will always be "NEW AWARD"
 - ACTION TYPE** - The nature of this notification (e.g., NEW AWARD, CONTINUATION, REVISION, ADMINISTRATIVE)
 - AWARD TYPE** - The particular assistance category in which funding for this award is provided, i.e., DISCRETIONARY, FORMULA, or BLOCK. If this award was made under a Research and Development grant program, the terms RESEARCH AND DEVELOPMENT will appear under DISCRETIONARY, FORMULA OR BLOCK.
- 3. PROJECT STAFF** - This block contains the names and telephone numbers of the U.S. Department of Education and recipient staff who are responsible for project direction and oversight.
 - *RECIPIENT PROJECT DIRECTOR** - The recipient staff person responsible for administering the project. This person represents the recipient to the U.S. Department of Education.
 - EDUCATION PROGRAM CONTACT** - The U.S. Department of Education staff person responsible for the programmatic, administrative and business management concerns of the Department.
 - EDUCATION PAYMENT CONTACT** - The U.S. Department of Education staff person responsible for payments or questions concerning electronic drawdown and financial expenditure reporting.
- 4. PROJECT TITLE AND CFDA NUMBER** - Identifies the Catalog of Federal Domestic Assistance (CFDA) subprogram title and the associated subprogram number.
- 5.* KEY PERSONNEL** - Name, title and percentage (%) of effort the key personnel identified devotes to the project.
- 6. AWARD PERIODS** - Project activities and funding are approved with respect to three different time periods, described below:
 - BUDGET PERIOD** - A specific interval of time for which Federal funds are being provided from a particular fiscal year to fund a recipient's approved activities and budget. The start and end dates of the budget period are shown.
 - PERFORMANCE PERIOD** - The complete length of time the recipient is proposed to be funded to complete approved activities. A performance period may contain one or more budget periods.
 - *FUTURE BUDGET PERIODS** - The estimated remaining budget periods for multi-year projects and estimated funds the Department proposes it will award the recipient provided substantial progress is made by the recipient in completing approved activities, the Department determines that continuing the project would be in the best interest of the Government, Congress appropriates sufficient funds under the program, and the recipient has submitted a performance report that provides the most current performance information and the status of budget expenditures.
- 7. AUTHORIZED FUNDING** - The dollar figures in this block refer to the Federal funds provided to a recipient during the award periods.
 - *THIS ACTION** - The amount of funds obligated (added) or de-obligated (subtracted) by this notification.
 - *BUDGET PERIOD** - The total amount of funds available for use by the grantee during the stated budget period to this date.
 - *PERFORMANCE PERIOD** - The amount of funds obligated from the start date of the first budget period to this date.
 - RECIPIENT COST SHARE** - The funds, expressed as a percentage, that the recipient is required to contribute to the project, as defined by the program legislation or regulations and/or terms and conditions of the award.
 - RECIPIENT NON-FEDERAL AMOUNT** - The amount of non-federal funds the recipient must contribute to the project as identified in the recipient's application. When non-federal funds are identified by the recipient where a cost share is not a legislation requirement, the recipient will be required to provide the non-federal funds.
- 8. ADMINISTRATIVE INFORMATION** - This information is provided to assist the recipient in completing the approved activities and managing the project in accordance with U.S. Department of Education procedures and regulations.

***REGULATIONS** - Title 2 of the Code of Federal Regulations(CFR), Part 200 as adopted at 2 CFR 3474; the applicable parts of the Education Department General Administrative Regulations (EDGAR), specific program regulations (if any), and other titles of the CFR that govern the award and administration of this grant.

***ATTACHMENTS** - Additional sections of the Grant Award Notification that discuss payment and reporting requirements, explain Department procedures, and add special terms and conditions in addition to those established, and shown as clauses, in Block 10 of the award. Any attachments provided with a notification continue in effect through the project period until modified or rescinded by the Authorizing Official.

9. LEGISLATIVE AND FISCAL DATA - The name of the authorizing legislation for this grant, the CFDA title of the program through which funding is provided, and U.S. Department of Education fiscal information.

FUND CODE, FUNDING YEAR, AWARD YEAR, ORG.CODE, PROJECT CODE, OBJECT CLASS -

The fiscal information recorded by the U.S. Department of Education's Grants Management System (G5) to track obligations by award.

AMOUNT - The amount of funds provided from a particular appropriation and project code. Some notifications authorize more than one amount from separate appropriations and/or project codes. The total of all amounts in this block equals the amount shown on the line, "THIS ACTION" (See "AUTHORIZED FUNDING" above (Block 7)).

10. TERMS AND CONDITIONS - Requirements of the award that are binding on the recipient.

***PARTICIPANT NUMBER** - The number of eligible participants the grantee is required to serve during the budget year.

***GRANTEE NAME** - The entity name and address registered in the System for Award Management (SAM). This name and address is tied to the UEI registered in SAM under the name and address appearing in this field. This name, address and the associated UEI is what is displayed in the SAM Public Search.

***PROGRAM INDIRECT COST TYPE** - The type of indirect cost permitted under the program (i.e. Restricted, Unrestricted, or Training).

***PROJECT INDIRECT COST RATE** - The indirect cost rate applicable to this grant.

***AUTHORIZING OFFICIAL** - The U.S. Department of Education official authorized to award Federal funds to the recipient, establish or change the terms and conditions of the award, and authorize modifications to the award

FOR FORMULA AND BLOCK GRANTS ONLY:

(See also Blocks 1, 2, 4, 6, 8, 9 and 10 above)

3. PROJECT STAFF - The U.S. Department of Education staff persons to be contacted for programmatic and payment questions.

7. AUTHORIZED FUNDING

CURRENT AWARD AMOUNT - The amount of funds that are obligated (added) or de-obligated (subtracted) by this action.

PREVIOUS CUMULATIVE AMOUNT - The total amount of funds awarded under the grant before this action.

CUMULATIVE AMOUNT - The total amount of funds awarded under the grant, this action included.

10. AFFILIATE - If an affiliate digital signature appears on this GAN, it is the digital signature belonging to the individual delegated the authority to affix the Authorizing Official's signature to the GAN.

* This item differs or does not appear on formula and block grants.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

Attachment:

SUBMITTED BY: Jenny Ann Vega

SUPERVISOR: 
Jeanette Nino (Mar 27, 2025 17:35 CDT)

SUPERVISOR: 
Rosalba De Hoyos (Mar 27, 2025 17:30 CDT)

Approved for presentation to the Board of Education:


60 RENE GUTIERREZ (Mar 31, 2025 14:57 CDT)

Superintendent of Schools

Request for Proposal No. 2024-1018 Professional Development Library Books, Audiovisual Supplies Equipment, Software and Related Products and Services (Round 9)

No.	Responding Supplier	City	State	Recommendation
1	Cerebellum Corporation	Corte Madera	CA	Qualified
2	Encore Data Products, Inc.	Lafayette	CO	Qualified
3	Pikitin Learning Projects, Inc	Miami	FL	Qualified
4	Quill LLC (Staples, Inc.)	Lincolnshire	IL	Qualified

Signature:  _____
Rosalba de Hoyos (Mar 27, 2025 17:30 CDT)

Email: rosalba.dehoyos@mcallsisd.net

Signature:  _____
Jeanette Nino (Mar 27, 2025 17:35 CDT)

Email: jeanette.nino@mcallsisd.net

Signature:  _____
RENE GUTIERREZ (Mar 31, 2025 14:57 CDT)

Email: RENE.GUTIERREZ@mcallsisd.net

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

Attachment:

SUBMITTED BY: *Karen Nitsch (Adv. Academics)*

SUPERVISOR: 
Rosalba De Hoyos (Apr 2, 2025 09:16 CDT)

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 2, 2025 11:09 CDT)

**INSTRUCTIONS FOR TEXAS PRE FRESHMAN ENGINEERING PROGRAM (TexPREP)
INTERLOCAL COOPERATION CONTRACT**

1. Please complete the required information in the blank areas.
2. Please sign and return **a scanned copy** of the document to the following e-mail address:

UTRGV TexPREP Program
Attn: Anna L Ramos, Program Coordinator
Anna.ramos01@utrgv.edu

3. If you have any questions, please contact Anna L Ramos at 665-2526, or via e-mail at anna.ramos01@utrgv.edu respectively.

2025-2026 Texas Pre Freshman Engineering Program (TexPREP)

Interlocal Cooperation Contract

District: McAllen Independent School District

Address: 2000 N. 23rd Street

McAllen, TX 78501

Contact: Dr. Rene Gutierrez, Superintendent

Phone: (956) 657-6027

E-mail: contracts@mcallenisd.net

Submit to:

Attn: Anna L Ramos, Program Coordinator
UTRGV TexPREP Program
Anna.ramos01@utrgv.edu
(956)665-2526

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this “**Contract**”) is entered into effective April 1, 2025, by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: McAllen Independent School District, a local entity of the State of Texas.

Performing Party: **The University of Texas-Rio Grande Valley**, an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services from Performing Party for the services of the Texas Prefreshman Engineering Program (TexPREP) to qualify students from the Receiving Party (the “Project”). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (“**services**”):

1. Provide qualifying and accepted students with four (4 1/2) weeks of instruction in mathematics, pre-engineering, and computer science, as well as mentoring by college students majoring in engineering, computer science, science, and mathematics during Summer 2025.
2. Summer 2025 activities will be held daily (Monday-Friday) from June 9, 2025, through July 9, 2025, from 1:00 p.m. to 6:00 p.m. We will not have classes on June 19, 2025, and July 4, 2025.
3. Two (2) follow-up Saturday sessions during the 2025/2026 academic year (dates to be determined).
4. All instructional services will be based at the UTRGV Campus.

Receiving Party will perform the following services (“**services**”):

1. If transportation of students participating in the TexPREP activities will be provided by Receiving Party, students will not arrive at UTRGV Campus before 12:45pm.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 11, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 79, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the

representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

CONTRACT AMOUNT:

The cost per student enrolled in the Project shall be \$425, of which \$225 shall be a non-refundable deposit for the students due upon initial acceptance for the Program.

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code*.

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

- UTRGV TexPREP will send an invoice for the total number of students attending.
- A non-refundable deposit of \$225 per student shall be invoiced to the Receiving Party upon student acceptance after the mandatory orientation meeting in March. The balance of \$200 per participant attending the program shall be invoiced to the Receiving Party the second week in June with payment due within 30 days after date of the invoice.
- Receiving Party will designate a contact person for contract matters and billing at the central office or administrative office where payment will be disbursed.
- All checks/payments must be mailed to the following address with a copy of the invoice to ensure receipt of payment and avoid a deposit into a different university project.

Attn: UTRGV Payment and Collections
The University of Texas Rio Grande Valley (SSB 115)
1201 W. University Drive, Edinburg, TX 78539

TERM:

The term of this Contract begins on the Effective Date and expires on **March 31, 2026**.

NOTICES:

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

If to Receiving Party:

District Name: McAllen Independent School District
Attention: Karen Nitsch (District Office Contact)
Title: Director of Advanced Academic Services
Secretary: Patricia Alvarez
Phone: (956) 618-6059
Fax: (956) 632-8446
Email: karen.nitsch@mcallenisd.net

with copy to:

Attention: Dr. Rene Gutierrez
Title: Superintendent
Secretary: Marta Garza
Phone: (956) 657-6027
Fax: (956) 657-8362
Email: contracts@mcallenisd.net

If to Performing Party: The University of Texas Rio Grande Valley
1201 W. University Drive
Edinburg, TX 78539
Attention: Michael Mueller
Executive Vice President for Finance and Business Affairs & CFO
Email: EVPFBA@UTRGV.EDU
isabel.saldana@utrgv.edu

with copy to: The University of Texas Rio Grande Valley
1201 W. University Drive
Edinburg, TX 78539
Attention: Alex Valdez
Chief Procurement Officer
Email: alex.valdez@utrgv.edu

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

Notwithstanding any other requirements for notices given by a party under this Contract, if Performing Party intends to deliver written notice to Receiving Party pursuant to Section 2251.054, *Texas Government Code*, then Performing Party will send that notice to Receiving Party as indicated in above contact information.

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

Performing Party may terminate this Contract upon thirty (30) days' advance written notice of termination to the Receiving Party.

OTHER PROVISIONS:

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Performing Party agrees that any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency that Performing Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

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

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

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

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

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability

shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

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

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

RECEIVING PARTY:

PERFORMING PARTY:

McAllen Independent School District**ISD**

The University of Texas Rio Grande Valley

By: _____
Name: Sofia M. Peña
Title: Board President
Date: _____

By: _____
Name: Luis H. Zayas, Ph.D
Title: Provost and Senior Vice President for Academic Affairs
Date: _____

Approved as to form

by: 
Johnathan Ball, Staff Attorney

By: _____
Name: Michael Mueller
Title: Executive Vice President for Finance and Business Affairs & CFO
Date: _____

By: _____
Name: Dr. Christine Shupala
Title: Vice Provost for Institutional Accreditation, Program Development, and Analysis
Date: _____

UTRGV Contract ID: _____

Signature: 
Rosalba de Hoyos (Apr 2, 2025 09:16 CDT)

Email: rosalba.dehoyos@mcallenisd.net

Signature: 
RENE GUTIERREZ (Apr 2, 2025 11:09 CDT)

Email: RENE.GUTIERREZ@mcallenisd.net

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

Attachment:

SUBMITTED BY: 
Elizabeth Cavazos (Mar 26, 2025 11:30 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Mar 26, 2025 16:06 CDT)

2025-231
MEMORANDUM OF UNDERSTANDING
BETWEEN McALLEN INDEPENDENT SCHOOL DISTRICT AND
GINGERBREAD HOUSE LEARNING CENTER LLC DBA VALLEY KIDZ
ACADEMY
2024-2025

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

Whereas CBPP meets component number two (2) is a Texas Rising Star program, as described in subparagraph 1 of Program Requirements herein below.

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

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

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

Program Requirements:

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

1. the site meets at least one of the following high-quality components set by the Texas Education Agency: (1) is nationally accredited; or (2) is a Texas Rising Star program 3 or higher; or (3) is a Head Start provider; or (4) is a Texas School ready participant; or (5) meets the prekindergarten program requirements under TEC 29.1532
2. the site maintains a minimum of 15 students that meet prekindergarten eligibility rules and requirements set by the Texas Education Agency. The site has up to 60 days from the first day of school or from the date of this MOU to reach the minimum of 15 students. The CBPP and MISD agree that a fundamental requirement of this MOU obligation is to ensure the CBPP PreK classroom meets the minimum requirement of 15 eligible students. This may be accomplished by: 1.) a homogenous Pk3 or Pk4 enrollment at the center, or 2.) combined PK3 and PK4 students who are eligible to be served by MISD into one classroom for the purposes of meeting minimum requirements to continue providing a full-day teacher on-site.

Term:

The Term of this Memorandum of Understanding commences on the date of execution and ends on June 30, 2025 (the “Term”) unless earlier terminated as herein provided. If this MOU is not terminated as herein provided, then MISD and CBPP may by mutual agreement extend the term for two (2) additional one-year terms on the same terms and conditions stated herein.

Program Description:

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

Days and Hours of Operation:

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

Center Sites:

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

Gingerbread House Learning Center LLC dba Valley Kidz Academy
Elsa Garcia, Owner
2400 Quince Ave
McAllen, TX 78501

Responsibilities:

A. **MISD** will:

- **Provide** appropriate educational and supportive services to ensure children and families are school ready per guidelines set by the Texas Education Agency (TEA);
- Assign a **MISD** principal, and/or program specialist, to the **CBPP** to provide supervision, oversight, support and evaluation of the **MISD** teachers;
- Provide certified early childhood teachers to deliver six (6) hours of instruction in cognitive development daily by a certified **MISD** teacher to participating children;
- Implement **MISD**’s state adopted curriculum;
- Supplement health services, educational services, parental training and other services as required by the children and their families;
- Provide special education services to children who are identified in need of special services through the **MISD** Special Education Program;
- Provide instructional technology and resources that are essential to implement a

high quality comprehensive early childhood education program. Any instructional technology and/or resources that are provided for use at the **CBPP** for PreK classrooms shall remain the sole property of **MISD**. Such **MISD** provided instructional technology and resources may not be altered, used for purposes other than those for which they are intended, or removed. This includes, but is not limited to monitors, computers, iPads, and hotspot devices;

- Meet monthly or on a regular basis with designated personnel of **CBPP** to facilitate the instructional process and other services provided; and
- Provide an overview of the academic program with the participating Administrators.

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

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

C. **CBPP** will:

- Provide classroom space in a state childcare licensed facility which meets the state guidelines and **MISD**'s requirements, and is appropriately staffed and furnished to deliver **CBPP** services based on the qualifying standards set forth by the Texas Education Agency (TEA), Child Care Licensing and district, local, and state and **MISD** requirements;
- Provide a **CBPP** assistant teacher with the credentials required by **CBPP**;
- Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services;
- Identify personnel who will attend the ARDs conducted by **MISD**;

- Assist with the distribution, completion, and submission of the required **MISD** student enrollment documents within the first week of a child's enrollment;
- Provide assistance with daily attendance reporting and meeting attendance goals;
- Meet monthly or as needed with the designated **MISD** personnel;
- Schedule a time for the **CBPP** teacher and **MISD** teacher to plan weekly to implement a high-quality early childhood instruction and prevent a duplication of effort;
- Ensure that the classroom size meets the adult/child ratio as required by state and federal standards; and
- Coordinate with MISD staff to transition children to the public schools at the end of each school year.

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

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

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU. It is expressly understood and agreed that, in the execution of this Agreement, **MISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- CBPP shall provide and maintain during the term of the agreement liability

insurance coverage requested as per Texas Administration Code 746.203, at a minimum.

- CBPP shall furnish the MISD Certificates of Insurance evidencing such coverage and **MISD** must be named as an additional insured on the Certificate of Insurance.
- This Agreement shall be governed by and construed by the laws of the State of Texas and is performable in Hidalgo County, Texas and shall constitute the complete understanding of **MISD** and **CBPP** and may not be modified in any manner without the express written consent of all parties.
 - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
 - This Memorandum of Understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Memorandum of Understanding, with or without cause by providing 30 days' written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this MOU.

Indemnification:

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

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

The below signed authorities agree to the statements in this document in order to develop a strong working relationship and an open communication system at all levels which will enable both

MISD and **CBPP** to provide the children the best services available. The date of this MOU shall be the later of the dates of the execution by the signatories shown below.

Criminal History Information:

Pursuant to Texas Education Code Section 22.0834, **CBPP** shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subvendor of the **CBPP** if the employee, applicant, agent, or subvendor has or will have continuing duties related to the contracted services herein, and the duties are or will be performed on school property or at another location where students are regularly present. **CBPP** shall certify to **MISD** before beginning work and at no less than on an annual basis thereafter, that this process was followed.

CBPP shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from **MISD's** property or other location where students are regularly present, **MISD** shall be the final decider of what constitutes a "location where students are regularly present". **CBPP's** violation of this section shall constitute a material breach of contract. If the **CBPP** is the person, owner, or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence of compliance acceptable to **MISD**, with this Contract.

Data Sharing Agreement

The Data Sharing Agreement between McAllen Independent School District and **Gingerbread House Learning Center LLC dba Valley Kidz Academy** is incorporated herein as Exhibit A.

Executed _____
DATE

McAllen Independent School District

By: _____
Sophia Peña, Board President

CBPP
Gingerbread House Learning Center LLC dba Valley Kidz Academy

By: _____
Elsa Garcia, Owner

Approved as to form:

by:  _____
[JOHNATHAN BALL \(Mar 13, 2025 09:44 CDT\)](#)
Johnathan Ball, Staff Attorney

DATA SHARING AGREEMENT
Between The McAllen Independent School District
and Gingerbread House Learning Center LLC dba
Valley Kidz Academy

This Data Sharing Agreement, herein referred to as “DSA”, for confidential data sharing is entered into by and between the McAllen Independent School District (“MISD”) and Gingerbread House Learning Center LLC dba Valley Kidz Academy (“Contractor”) who, as parties to the DSA, elect to accept its terms.

PREAMBLE

The mission of Contractor is to provide services to age-eligible and criteria-eligible prekindergarten children.

To that end, data is being requested in furtherance of the organization’s mission which aligns with the goals of MISD.

To the extent permitted by law, MISD grants Contractor license to use data received pursuant to this DSA only for the following purpose and for no other purpose.

The scope of the project addressed in this DSA is limited to the use of teacher and student data solely for the purpose of developing and fostering a cohesive working relationship with the prekindergarten education provider to establish a high-quality early childhood program.

THEREFORE, the parties agree to the following terms of this DSA:

1. Data Sharing

This data shall be provided by MISD to Contractor. Contractor agrees that the data transferred from MISD to Contractor is and shall remain the sole and exclusive property of MISD. The format will vary depending on integration method and requirements. Any data received by Contractor pursuant to this DSA shall be destroyed when it is no longer needed for the designated purpose. Notwithstanding the foregoing, or anything contained hereto the contrary, to the extent that Contractor maintains regular backup or centralized retention of electronically created data or electronically stored information (collectively “ESI”), such ESI may be retained as necessary to comply with the existing policy for backup and archiving of ESI, so long as no information required to be kept confidential hereunder is otherwise accessible to any of Contractor’s employees, contractors or agents.

2. Confidentiality

Contractor will maintain the confidentiality of any and all data obtained from MISD as a part of this DSA. Data that is provided by MISD must be maintained and used consistent with the Family Education Rights and Privacy Act (FERPA), HIPAA, if applicable, all state and federal laws and regulations applicable to the released data, and MISD’s policies for managing student education records, confidential employee information, and other confidential information.

Contractor acknowledges that individually identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act (“HIPAA”), data that deals with confidentiality provisions of the Patient Safety Rule, and social security numbers will not be released under this DSA. Notwithstanding the foregoing, if Contractor comes into knowledge or possession of any protected health information (“PHI”), social security numbers, or other confidential information it will maintain the confidentiality of any such PHI or other confidential information in accordance with laws and regulations as applicable to

that information, including without limitation HIPAA, and not use or disclose any such information in any manner that would constitute a violation of any applicable laws or regulation.

The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this DSA, Contractor shall establish a system of safeguards that will at minimum include the following:

- a. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically maintained or transmitted data received from or on behalf of MISD. These measures will be extended by contract to all subcontractors used by Contractor.
- b. Contractor and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under this DSA will be required to maintain the confidentiality of all student and staff-related personally identifiable information.
- c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under the DSA.
- d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under the DSA.
- e. Procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- f. The procedures and systems developed and implemented to process, store, or transmit data provided under this DSA shall ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal (HIPPA, FERPA, E-Government, etc.) and Texas state laws relating to the privacy rights of students and staff as such laws are applicable to the parties to this DSA.
- g. Contractor shall return to MISD all data or any portions thereof requested by MISD, or at MISD's election, and subject to clause 1 above, Contractor shall destroy all or any part of MISD's data that is within the possession or control of Contractor and shall, upon request by MISD, provide certification of such destruction.
- h. Permission shall be obtained from MISD prior to publications or disclosure of data, or other uses not outlined in this DSA.

3. Data Breach

Should Contractor reasonably suspect and/or become aware of an unauthorized disclosure or security breach concerning any Data covered by this Agreement, Contractor shall notify MISD within 24 hours. Contractor shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If the incident involves criminal intent, then the Contractor will follow direction from the Law Enforcement Agencies involved in the case.

- a. The security breach notification to MISD shall be written in plain language, and address the following:
 - i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - ii. A description of the circumstances surrounding the disclosure or breach, including the actual or estimated, time and date of the breach, and whether the notification was delayed as a result of a law enforcement investigation.
- b. Contractor agrees to adhere to all requirements in applicable state and federal law with respect to a Data breach or disclosure, including any required responsibilities and procedures for notification or mitigation and immediate reporting to federal, state and local law enforcement.
- c. In the event of a breach or unauthorized disclosure, Contractor shall cooperate fully with MISD, including, but not limited to providing appropriate notification to individuals impacted by the breach or disclosure. Contractor will reimburse MISD in full for all reasonable costs incurred by the MISD in investigation and remediation of any security breach caused in whole or in part by Contractor or Contractor's subcontractor's, including but not limited to costs of providing notification and providing one year's credit monitoring to affected individuals if personally identified information is exposed during the breach could be used to commit financial identity theft.
- d. Contractor's obligations under section shall survive termination of this Agreement.

4. INDEMNIFICATION

CONTRACTOR SHALL HOLD MISD AND ITS PAST AND PRESENT AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES HARMLESS AND SHALL INDEMNIFY ALL SUCH PARTIES AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTS OF CONTRACTOR AND ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS DONE IN CONNECTION WITH THIS DSA.

NOTHING IN THIS DSA SHALL BE CONSTRUED TO CREATE A CLAIM OR CAUSE OF ACTION AGAINST MISD FOR WHICH IT IS NOT OTHERWISE LIABLE, NOR TO WAIVE ANY IMMUNITY OR DEFENSE TO WHICH MISD MAY BE ENTITLED NOR TO CREATE AN IMPERMISSIBLE DEFICIENCY DEBT OF MISD.

5. Right to Audit

Contractor shall provide MISD and its designees with information and access to its premises (upon giving reasonable notice) as MISD may reasonably require evidence of compliance with DSA and applicable state and federal law.

6. Entire Agreement

This document states the entire agreement between Contractor and MISD with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

7. Execution

Each of the persons signing this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

8. Assignment

None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories under this DSA.

9. Severability

If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.

10. Waiver

Waiver by and signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.

11. Modification and Amendments

This DSA may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this DSA. MISD and Contractor further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to MISD and Contractor are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

12. Term of this DSA

This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties, until the date the current business relationship ends between MISD and Contractor.

13. Governing Law

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

EXECUTED _____
Date

DISTRICT:

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Sophia Peña, Board President

CONTRACTOR:

GINGERBREAD HOUSE LEARNING CENTER LLC
DBA VALLEY KIDZ ACADEMY

By: _____
Elsa Garcia, Owner
Valeykidz2019@gmail.com

Signature: 
Email: lorena.garcia@mcallenisd.net

Signature: 
RENE GUTIERREZ Mar 26, 2025 16:06 CDT
Email: RENE.GUTIERREZ@mcallenisd.net

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

Attachment:

SUBMITTED BY: Laura Williams

SUPERVISOR: Louisa Garcia

Approved for presentation to the Board of Education:

René Gutierrez
RENE GUTIERREZ (Mar 26, 2025 16:04 CDT)

**Qualified Vendors: Request for Proposal No. 2024-1023 Catering, Entertainment, Field Trips,
Fundraising, Food, Restaurants, and Rentals (Round 11)**

No.	Responding Supplier	City	State	Recommendation
1	Alamo Photo Center (Lupita Rocha)	Alamo	TX	Qualified
2	Follett Content Solutions, LLC	McHenry	IL	Qualified
3	Main Event Entertainment, Inc.	Coppell	TX	Qualified

Signature: 
Email: lorena.garcia@mcallenisd.net

Signature: 
RENE GUTIERREZ (Mar 26, 2025 16:04 CDT)
Email: RENE.GUTIERREZ@mcallenisd.net

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

Attachment:

SUBMITTED BY: _____

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Mar 26, 2025 16:05 CDT)

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF MCALLEN AND MCALLEN INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding is made and entered into on this the ___ day of April 2025 (the “Effective Date”) by and between the **CITY OF MCALLEN**, a home-rule municipality of Hidalgo County, Texas (“McAllen”) and **McALLEN INDEPENDENT SCHOOL DISTRICT** (“MISD”).

WHEREAS, McAllen provides, through its Parks & Recreation Department, an After-School and Summer Program (“Program”) for participants through the implementation of a curriculum that includes health, wellness, arts, game components, and other recreational enrichment at various MISD school locations; and,

WHEREAS, MISD maintains an application known as Raptor that is used in the event of an emergency situation at locations within MISD to ensure designated MISD personnel and law enforcement are properly notified;

WHEREAS, McAllen desires to gain access and MISD desires to grant Raptor access to McAllen to enhance the safety and quality of year round programs; and,

IT IS THEREFORE AGREED THAT:

1. MISD agrees to provide access to McAllen of its Raptor application for use during the After School Programs.
2. MISD agrees to provide login credentials to each After School Site Supervisor, Athletics Superintendent, Athletics Supervisor, Deputy Director of After School Programs, and the Director of the Parks and Recreation Department.
3. MISD agrees to provide adequate training to the designated McAllen staff members on the usage of the Raptor application including the proper identification of a threat to ensure that it is within the MISD process and procedure.
4. McAllen agrees that the Raptor application is to be used for the purpose of sending a mass message to the designated MISD staff and law enforcement regarding emergency situations at school locations during a Program provided by McAllen through its Parks & Recreation Department.
5. McAllen agrees to provide the necessary phones to used for the Raptor application and to be assigned to each Program site supervisor with the specific purpose of being used for the Raptor application.
6. The Parties intend that the services under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary contacts between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other party, all significant communications

between the Parties shall be made through the primary contacts or their designees. The designated primary contacts for each Party are:

For City of McAllen: Parks & Recreation Department
Denny Meline, Director
PO Box 220
McAllen, TX 78502-0220
956-681-3314
dmeline@mcallen.net

For MISD Lorena Garcia
Deputy Superintendent for Business & Operations
McAllen Independent School District
2000 N. 23rd Street
McAllen, TX 78501
(956) 688-5418

- 7. The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity which they sign.
- 8. Nothing in this MOU shall be interpreted as limiting, superseding, or otherwise affecting either parties' normal operations in carrying out its statutory or regulatory duties.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

McALLEN INDEPENDENT SCHOOL DISTRICT

Sofia M. Peña, President
MISD Board of Trustees

Approved as to form

By: 
[JOHNATHAN BALL \(Mar 11, 2025 15:12 CDT\)](#)
Johnathan Ball, Staff Attorney

CITY OF MCALLEN

Isaac J. Tawil
City Manager

Attest:

Perla Lara, TRMC/CMC, CPM
City Secretary

Evaristo Garcia, Jr.
Deputy. City Attorney

Signature: 
Email: lorena.garcia@mcallenisd.net

Signature: 
[RENE GUTIERREZ \(Mar 26, 2025 16:05 CDT\)](#)
Email: RENE.GUTIERREZ@mcallenisd.net

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

Attachment:

SUBMITTED BY: 
Alberto Canales (Apr 3, 2025 19:21 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 4, 2025 10:01 CDT)

THE STATE OF TEXAS §
 § CONTRACT FOR ELECTION SERVICES
 COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, **Hilda A. Salinas**, hereinafter referred to as “**ELECTIONS ADMINISTRATOR**”, on behalf of Hidalgo County, a political subdivision of the State of Texas, and **MCALLEN ISD** hereinafter referred to as the “ENTITY”, pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called a **GENERAL ELECTION** to be held on **MAY 3, 2025**:

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **MAY 3, 2025**, election of the ENTITY (the “Election”); and

WHEREAS, the ENTITY and the COUNTY, through the ELECTIONS ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code, when applicable two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Section 271.003 (a) & (b) the location of a common polling place may be a regular county polling place used in a joint election, where the voters of a particular election precinct or political subdivision may be served in a joint election by common polling locations located outside the boundary of the election precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election; and

WHEREAS, pursuant to Section 43.007 of the Texas Election Code, the COUNTY has approved participation in a **countywide** program. Therefore, countywide/districtwide polling locations will be used for the election held on MAY 3, 2025, and any resulting runoff; and

WHEREAS, pursuant to Section 43.007(e), each countywide/districtwide polling location must allow a voter to vote in the same elections in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, ELECTIONS ADMINISTRATOR has provided costs for election services to be rendered by ELECTIONS ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof;

NOW, THEREFORE, the COUNTY, through the ELECTIONS ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I PURPOSE

- 1.01 The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on MAY 3, 2025, and any runoff, if applicable.
- 1.02 If applicable, acknowledgement of Shared Polling Places. The ENTITY acknowledges that the ELECTIONS ADMINISTRATOR, as the County's Contracting Officer in accordance with Section 31.092 of the Texas Election Code, may enter into similar Election Services Contracts with any other entity in the same county that may be running their election concurrently. In such event, the ENTITY agrees to share common polling places with the other entities. It is not the intent of this paragraph to establish a joint election, but rather to share services, equipment, and the costs when it is appropriate, efficient, and economical to do so.

ARTICLE II SERVICES

- 2.01 The COUNTY, through the ELECTIONS ADMINISTRATOR, agrees to provide to the ENTITY the following:
 - (A) Procure, provide, code and distribute Hart Hybrid voting systems, election equipment and transport equipment to and from the polling locations, including Early Voting and Election Day, for the ENTITY;
 - (B) Prepare and provide Hart Hybrid training for election workers;

- (C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every Hart Hybrid voting machines to be utilized by ENTITY during Early Voting and Election Day;
- (D) Procure, provide, prepare and code Electronic Poll Book(s) per polling locations with the Voter Registration Database. To include laptop(s), training for poll book, insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;
- (E) Provide and prepare all mail-in ballot supplies, paper ballots, envelopes and postage;
- (F) Provide training for Election Workers;
- (G) Procure, provide, prepare, and distribute all necessary election supplies, including:
 1. Ballots (print and distribution only);
 2. Election kits and election paperwork;
 3. Voting Equipment;
- (H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;
- (I) Provide signage to be placed at each polling location regarding Texas Penal Code Section 46.03(a)(2)'s prohibition of firearms on the premises of a polling place;
- (J) Prepare Writ of Election to election officers and notice of appointment to Presiding judges for Election Day, and notify the election judges of the date, time and place of the election as required by law.
- (K) Prepare, distribute, and publish notice of election as required by Texas Election Code Section 4.003(a)(1) and Early Voting and Election Day schedules;
- (L) Notice will also be posted on the Hidalgo County elections website as per Texas Election Code Section 4.008.
- (M) Procure and pay election workers for Early Voting and countywide/districtwide Election Day voting;
- (N) Provide general supervision during the contracted Election period. Advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY may be provided on an as needed basis;
- (O) Procure and pay Early Voting Ballot Board members;
- (P) Provide information for election officers;
- (Q) Provide such incidental related services as may be necessary to conduct the election;
- (R) Serve as the Early Voting Clerk;
- (S) Establish a Central Counting Station for the purpose of tabulating ballots;

- (T) Tabulate election results in preparation for ENTITY's canvassing;
- (U) Preserve locked ballot transport bags containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty-two month preservation period.
- (V) The ELECTIONS ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;
- (W) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor;
- (X) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ELECTIONS ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;
- (Y) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.
 - i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.
 - ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.
 - iii. The COUNTY, through the ELECTIONS ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff Election services to be rendered by the ELECTIONS ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.
 - iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ELECTIONS ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff.

2.02 The ENTITY shall be responsible for performing the following:

- (A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rentals, labels and combination forms;
- (B) Pay the proportionate cost of election workers for hourly pay submitted by the County Elections Administrator at the rate of \$16.00 per hour for Judges and \$14.00

per hour for Alternate Judges and \$12.00 per hour for Clerks for both Early Voting and Election Day. The entity shall also pay the proportionate cost for training of Election Workers at the rate of \$10.00 per hour per person, and the Delivery / Pick Up Fee of \$50.00 for Election Judges for each Early Voting and Election Day polling location.

- (C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and Election Day;
- (D) Canvass the Election Results for the ENTITY'S governing body;
- (E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:
 - (1) the authority with whom applications of candidates for a place on a ballot are filed; and
 - (2) the authority with whom documents are filed under Title 15. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days after the date of the election, as required by Texas Election Code 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty two month preservation period.
- (F) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;
- (G) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.
- (H) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ELECTIONS ADMINISTRATOR for the costs of services for a Runoff election.
- (I) Create the appropriate ballot and candidate placement for the Entity's election. Once confirmed and/or corrected Entity shall verify the appropriateness of their ballot under the law.
- (J) Procure Early Voting and Election Day polling locations; Provide contact information on the approval (s) for the use of Early Voting and Election Day polling locations.

ARTICLE III SCHEDULE FOR PERFORMANCE OF SERVICES

- 3.01 Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election

Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

- 4.01 ELECTIONS ADMINISTRATOR shall have no responsibility for ensuring the passage of the appropriate Election Order by the ENTITY, publishing and/or posting the Election Order as required by the Texas Election Code section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results. In addition, ELECTIONS ADMINISTRATOR shall have no responsibility for creating the appropriate ballot and candidate placement for the Entity's election.

ARTICLE V
TERM

- 5.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ELECTIONS ADMINISTRATOR, the ENTITY agrees to pay ELECTIONS ADMINISTRATOR for the following costs of services:

- 6.01 HART Hybrid:
- (A) One base charge of \$475.00 for Coding Hybrid voting machines, a \$25.00 additional charge per additional ballot styles and a minimum of \$10.00 charge for requested changes on Coded Ballot.
 - (B) A \$10.00 recording fee for each Audio File;
 - (C) Cost of creating election media, such as but limited to V-drives, Verity Keys; etc. at \$100.00 per location.
 - (D) The amount of \$610.00 for each Verity Scan/ Ballot Box, \$150.00 for each Verity Duo Go (curbside) Voting Machine, \$465.00 for each Verity Controller, and a \$447.00 for each Verity Touch Duo Voting Machine;
 - (E) Cost of delivery and pick-up of HART Verity Duo Voting Equipment for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
 - (F) The above described fees shall be additionally charged for any Runoff Election.
- 6.02 Electronic Poll Book:
- (A) Database access at \$100.00 per day;
 - (B) To include but not limited to the Early Voting and Election Day laptop rentals at \$150.00 per location;
 - (C) Printer label fee of \$.03 per label (price subject to change);
 - (D) Creation of separate Username and password for each polling location at \$20.00 per location;
- 6.03 Fee for Early Voting and Election Day Combination forms, maps, election kits, Verity Access Thermal code paper, Thermal ballot paper, and 'I VOTED' stickers. One- hundred sample ballots at no charge with additional sample ballots at twenty

- cents per copy. No charge for provisional ballot bags, table tops, ballot box (es), and PPE.
- 6.04 Reimbursement of ballot supplies, mail-in ballot kits, paper ballots, correspondence postage, and mail ballot postage (per request) at COUNTY's cost;
- 6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable)
- 6.07 (A) Cost of election workers for time worked to be submitted to the ENTITY by the ELECTIONS ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a the cost of payroll for election workers at the rate of \$16.00 per hour for Judges and \$14.00 per hour for Alternate Judges and \$12.00 per hour for Clerks for both Early Voting and Election Day. The entity shall also pay the proportionate cost for training of Election Workers at the rate of \$10.00 per hour per person, and the Delivery / Pick Up Fee of \$50.00 for Election Judges for each Early Voting and Election Day polling location.
- (B) Reimburse the County for the cost of payroll overtime incurred by County for regular full time County employees who work during the contracted election (cost to be shared with each contracted entity);
- 6.08 Pay for the cost of the Early Voting Ballot Board judge at the rate of \$16.00 per hour, the Alternate Judge at the rate of \$14.00 per hour, and clerks at the rate of \$12.00 per hour;
- 6.09 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;
- 6.10 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of \$10.00 per phone line and a vendor base fee of \$4.99 per phone line;
- 6.11 Billing:
- (A) The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.
- (B) After the election and as soon as practicable, upon receiving the final invoice from third party vendors, the County shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100(d).
- (C) Full payment shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
- (D) Payment shall be made by check payable to the Hidalgo County Elections
- (E) Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as

may have been theretofore specified by written notice delivered in accordance herewith:

Hilda A. Salinas
Elections Administrator
Hidalgo County Elections Department
PO Box 659
Edinburg, Texas 78540

Lucia Regalado
McAllen ISD Board Vice-President
2200 Tamarack Ave., Portable #691
McAllen, Texas 78501

- 6.12 Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

- 7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO CONTRACTED FOR USE OF THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT UNLESS SAID LOSS OR DAMAGES IS THE RESULT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF ADMINISTRATOR OR A THIRD PARTY NOT SUBJECT TO ENTITY'S CONTROL.

ARTICLE VIII GENERAL PROVISIONS

- 8.01 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
- 8.02 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 8.03 This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.
- 8.04 No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto

SIGNED this 8th day of April, 2025

APPROVAL COUNTY OF HIDALGO:

McAllen ISD
ENTITY

BY: _____

RICHARD F. CORTEZ
COUNTY JUDGE

BY: _____

Lucia Regalado,
McAllen ISD Board Vice President

ATTEST:

ATTEST:

BY: _____

ARTURO GUAJARDO, JR.

COUNTY CLERK

BY: _____

PRINT: Erica de la Garza-Lopez

TITLE: McAllen ISD Board Secretary

ELECTIONS ADMINISTRATOR

Approved as to form:

BY: _____

HILDA A. SALINAS

By: 
JOHNATHAN BALL (Apr 3, 2025 11:29 CDT)
Johnathan Ball, Staff Attorney

APPROVED AS TO LEGAL FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
Toribio "Terry" Palacios

BY: _____

Leigh Ann Tognetti,
Assistant District Attorney



2025 Hidalgo County Elections Contract Estimate

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: McAllen ISD School Board Trustee Place 3, 6, & 7		DATE: May 3, 2025			
6.01	Coding Services for HART	Price	Quantity	Total	
A	Base Charge: Ballot Coding	\$475.00	1	\$475.00	
B	Ballot Audio Files	\$10.00	9	\$90.00	
C	Election Media per Polling Location(s)	\$100.00	9	\$900.00	
D	Verity Controller(s)	\$465.00	9	\$4,185.00	
D	Verity Touch Duo Machine(s)	\$447.00	30	\$13,410.00	
D	Verity Scan and Ballot Box	\$610.00	9	\$5,490.00	
D	Verity Duo Go Carrier (Curbside Voters)	\$150.00	18	\$2,700.00	
E	Delivery/ Pick-up Fee (includes Mileage)	\$1,100.00	1	\$1,100.00	
Total iVotronic Coding Charges				\$28,350.00	
6.02	Electronic Poll Book (VoteSafe)	Price	Quantity	Total	
A	Voter Registration Database Access (Per Day)	\$100.00	8	\$800.00	
B	EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)	\$150.00	18	\$2,700.00	
C	Printer Labels (per vote)	\$0.03	133064	\$3,991.92	
D	Username/Password - Per Polling Location	\$20.00	9	\$180.00	
Total Electronic Poll Book Charges				\$7,671.92	
6.03	Supplies	Price	Quantity	Total	
	Early Voting Combination Forms	\$0.55	1350	\$742.50	
	Election Day Combination Forms	\$0.55	1350	\$742.50	
	Election Judge Kit for Early Voting	\$50.00	3	\$150.00	
	Election Judge Kit for Election Day	\$50.00	6	\$300.00	
	Verity Access Thermal Code paper (per vote)	\$0.10	66532	\$6,653.20	
	EV/ ED Thermal Ballot paper (per vote)	\$0.40	66532	\$26,612.80	
	I VOTED stickers (per vote)	\$0.01	66532	\$665.32	
	Polling Location Map(s)	\$17.00	9	\$153.00	
	100 Sample ballots provided. Additional Copies of Sample Ballots @ \$0.20 each.	\$0.20	2000	\$400.00	
	Covid PPE's per location	\$0.00	9	\$0.00	
Total Supplies Charges				\$36,419.32	
6.04	Mail & Ballot Service	Price	Quantity	Total	
	Mail-in-Paper Ballots	\$0.40	850	\$340.00	
	Mail-in-Ballots Kit(s) per request	\$2.00	850	\$1,700.00	
	Postage Mail-in-Ballots (per request)	\$0.73	850	\$620.50	
	Correspondence Postage	\$0.58	6	\$3.48	
Total Mail & Ballot Service Charges				\$2,663.98	
6.05	Advertisements/Notices	Price	Quantity	Total	
	The Monitor newspaper	\$1,800.00	1	\$1,800.00	
	Local newspaper		0	\$0.00	
Total Advertisement/Notice Charges				\$1,800.00	
6.07	*Payroll for Training and Election Poll Workers	Price	Total		
	Payroll for Early Voting Employees	\$17,970.00	\$17,970.00		
	Payroll for Election Day Employees	\$5,322.00	\$5,322.00		
Total Payroll Charges		\$23,292.00			
Payroll for Staff Overtime		Price	Total		
		\$6,000.00	\$6,000.00		
Total Payroll Charges		\$6,000.00			
6.08	Payroll for Ballot Board	Price	Quantity	Total	
	Ballot Board	\$950.00	1	\$950.00	
Total Ballot Board Charges				\$950.00	
6.10	Insurance	Hourly rate	Hours wk	%	Total
	Liability insurance for Early Voting Supervisors (3) (hourly rate X hrs worked X .0021)	\$ 16.00	330	0.0021	\$11.09
	Liability insurance for Early Voting Alternates (3) (hourly rate X hrs worked X .0021)	\$ 14.00	330	0.0021	\$9.70
	Liability insurance for Early Voting Clerks (6) (hourly rate X hrs worked X .0021)	\$ 12.00	660	0.0021	\$16.63
	Liability insurance for Election Day Presiding Judges (6) (hourly rate X hrs worked X .0021)	\$ 16.00	93	0.0021	\$3.12
	Liability insurance for Election Day Alternates (6) (hourly rate X hrs worked X .0021)	\$ 14.00	93	0.0021	\$2.73
	Liability insurance for Election Day Clerks (12) (hourly rate X hrs worked X .0021)	\$ 12.00	186	0.0021	\$4.69
Total Insurance Charges				\$47.96	
6.11	Cell Phones	Price	Quantity	Total	
	Verizon Wireless phone (subject to change with out notice)	\$45.00	9	\$405.00	
Total Cell Phone Charges				\$405.00	
Subtotal				\$107,600.18	
Administrative Fees (10%)				\$10,760.02	
ESTIMATED GRAND TOTAL				\$118,360.20	

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

Attachment:

SUBMITTED BY: JOEL GARCIA

SUPERVISOR: Louisa Garcia

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Apr 4, 2025 12:09 CDT)



LAURA WILLIAMS
Director of Purchasing Services

April 3, 2025

Frost Bank
Brandon Lau, Assistant Vice President
3838 Rogers Rd.
San Antonio, TX 78251
Brandon.Lau@frostbank.com

RE: Contract No. 2024-025 Depository Services for MISD Funds (Frost Bank) through Request for Proposal No. 2024-1004

Mr. Lau,

Please allow this letter to serve as our 90-day notice to terminate the referenced contract, effective July 1, 2025. This is in accordance with terms established through Request for Proposal No. 2024-1004 and executed contract documents.

The District will re-solicit for Depository Services and we welcome your participation in this future solicitation.

We thank you for your service through this contract.

Sincerely,

Laura Williams,
Director of Purchasing Services

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

Attachment:

SUBMITTED BY: Laura Williams
03/31/2025

SUPERVISOR: 
Jeanette Nino (Mar 31, 2025 17:58 CDT)
03/31/2025

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 1, 2025 08:29 CDT)
100
Superintendent of Schools 04/01/2025

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

Attachment:

SUBMITTED BY: *Alberto Canales*
Alberto Canales (Apr 1, 2025 09:17 CDT)

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

René Gutierrez
RENE GUTIERREZ (Apr 1, 2025 11:47 CDT)

101

Superintendent of Schools

PROPOSED REVISIONS

(see page 1)

**Consistent
Application for
Graduating Class**

The District shall apply the same class rank calculation method and rules for local graduation honors for all students in a graduating class, regardless of the school year in which a student first earned high school credit.

Calculation

For the graduating classes of 2025, 2026, and 2027, the District shall include in the calculation of class rank semester grades earned in high school credit courses taken in grades 9-12 only, unless excluded below and only in the following subject areas: English, mathematics, science, and social studies.

Beginning with the graduating class of 2028, the District shall include in the calculation of class rank semester grades earned in high school credit courses taken in grades 9-12 only, unless excluded below and only in the following subject areas: English, mathematics, science, social studies, and eligible Advanced Placement (AP) or International Baccalaureate (IB) course as designated in District publications.

The class rank calculation shall not include semester grades from a course that is retaken after a passing grade has been earned, and the new grade shall not be recorded on the transcript.

The calculation shall include failing grades.

Exclusions

The calculation of class rank shall exclude grades earned in summer school, unless through dual enrollment in South Texas College (STC) Academy, [UTRGV Collegiate Academy](#), or Achieve Early College High School associate's degree program; any credit recovery distance learning program; any online program, unless offered as a dual credit course option along with traditional District courses; any course for which a pass/fail grade is assigned; or through credit by examination, with or without prior instruction.

**Weighted Grade
System**

Categories

The District shall categorize and weight courses as Advanced, Honors, College Prep, and Standard, in accordance with the provisions of this policy and as designated in appropriate District publications.

Advanced

Eligible IB, AP, OnRamps, dual credit, and approved courses designated in the curriculum bulletin shall be categorized and weighted as Advanced courses.

Pre-AP/Honors

Eligible Pre-AP and courses locally designated as honors shall be categorized and weighted as Honors courses.

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

College-Prep

Eligible courses locally designated as college-prep courses shall be categorized and weighted as College-Prep courses.

Weighted Numerical
Grade Average

The District shall assign weights to semester grades, including failing grades, earned in eligible courses and calculate a weighted numerical grade average in accordance with the following:

Category	Weight
Advanced	plus 13 points*
Pre-AP/Honors	plus 10 points
College Prep	plus 5 points

*A grade of D plus, D, or D minus in a dual enrollment course shall receive high school credit, and the grade shall be converted to a 70 for purposes of calculating class rank.

The District shall record unweighted numerical grades on student transcripts.

Transferred Grades

When a student transfers semester grades for courses that would be eligible to receive additional weight under the District's weighted grade system, the District shall assign additional weight to the grades based on the categories and grade weight system used by the District only if the same, a similar, or an equivalent course are offered to the same class of students in the District.

**Local Graduation
Honors**

For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank in accordance with this policy and administrative regulations by using grades available at the time of calculation at the end of the fifth six-week grading period of the senior year.

For the purpose of applications to institutions of higher education, the District shall also calculate class rank as required by state law. The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class rank for the purpose of automatic admission under state law. [See EIC(LEGAL)]

Valedictorian and
Salutatorian

The valedictorian and salutatorian shall be the eligible students with the highest and second highest rank, respectively. To be eligible for this local graduation honor, a student must:

1. Have been continuously enrolled in the same District high school for the four regular (fall and spring) semesters immediately preceding graduation;

2. Be graduating after exactly eight semesters of enrollment in high school; and
3. Have completed the foundation program with the distinguished level of achievement.

Breaking Ties

In case of a tie in weighted numerical grade averages, after calculation to the fourth decimal place, the District shall calculate a weighted numerical grade average only using eligible grades at the time of calculation.

If the tie is not broken after applying these methods, the District shall recognize all students involved in the tie as sharing the honor and title.

Honor Graduates

The District shall recognize at the graduation ceremony all students whose weighted numerical grade averages comprise the top 10 percent of the students in the graduating class, as follows:

- Summa cum laude: top 2 percent
- Magna cum laude: next 3 percent (3-5 percent)
- Cum laude: remainder of the top 10 percent (6-10 percent)

Highest-Ranking Graduate

The student meeting the local eligibility criteria for recognition as the valedictorian shall also be considered the highest-ranking graduate for purposes of receiving the honor graduate certificate from the state of Texas.

Signature: 
Email: lorena.garcia@mcallenisd.net

Signature: 
RENE GUTIERREZ (pr 1, 2025 11:47 CDT)
Email: RENE.GUTIERREZ@mcallenisd.net

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

Attachment:

SUBMITTED BY: JOEL GARCIA

SUPERVISOR: Louisa Garcia

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Apr 4, 2025 13:12 CDT)

\$24,010,000
McAllen Independent School District
Maintenance Tax Notes,
Series 2020

Yield Reduction Payment Computation
for the Period
February 11, 2020 to February 11, 2025

Based upon the computations included in this report, the yield reduction amount for the above-defined Yield Reduction Payment Period is summarized as follows:

Summary of Yield Reduction Amount:

Actual Interest Earnings	\$	697,298.76
Allowable Interest Earnings at Materially Higher Yield	\$	<u>253,083.26</u>
Cumulative Yield Reduction	\$	<u>444,215.50</u>
Total Yield Reduction Payment Due	\$	<u><u>444,215.50</u></u>

Payment Due Date: Monday, April 14, 2025

The yield reduction amount was determined using the provisions of the 1993 Treasury Regulations Section 1.148 [T.D. 8476]. These regulations may be revised or replaced and, accordingly, the computations contained in this report may be subject to modification in order to comply with the revised regulations, if any, when issued. The terms of our engagement are such that we have no obligation to update the results of this report for events occurring or information coming to our attention subsequent to the date of this report.

We appreciate this opportunity to serve you. If you have any questions regarding the computations contained in this report, please do not hesitate to contact us.

Sincerely,

HILLTOP SECURITIES ASSET MANAGEMENT, LLC.



Brian Helming

**McAllen Independent School District
 Maintenance Tax Notes,
 Series 2020**

Calculation of Actual and Allowable Earnings

Issue Number: 0980-020

Calculation Date: 02/11/2025 Annual Compoundings: 2 Calc Basis: 30/360 Bond Yield: 1.828488%

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>FV Factor</u>	<u>Future Value At Allowable Yield</u>
01/31/2025	(30,809.06)	19,701.32	(11,107.74)	1.0005563	(11,113.92)
02/04/2025	2,374.30	0.00	2,374.30	1.0003540	2,375.14
02/11/2025	5,062,387.55	6,648.20	5,069,035.75	1.0000000	5,069,035.75
Totals	0.00	697,298.76	697,298.76		444,215.50

Summary of Rebtable Arbitrage:

Actual Interest Earnings	697,298.76
Allowable Interest Earnings	253,083.26
Cumulative Rebtable Arbitrage	444,215.50

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 08, 2025

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: April 08, 2025

Attachment:

SUBMITTED BY: JOEL GARCIA **SUPERVISOR:** _____

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 1, 2025 16:44 CDT)

Superintendent of Schools

Description	A	B	C		D	E
	Original Budget	Revised Budget 02/28/2025	Budget Amendments Under Consideration		Revised Budget 03/31/2025	
			Revisions	Transfers		
Audited Fund Balance	145,853,587	145,853,587				145,853,587
Revenues:						
Local:						
Property Taxes	79,212,593	79,212,593	(4,595,814)			74,616,779
Interest Income	3,060,000	3,060,000				3,060,000
Other Local Income	2,176,542	2,448,206				2,448,206
State:	140,703,661	143,088,948				143,088,948
Federal:	23,947,355	27,173,287				27,173,287
Other Sources:		2,199,194	13,661			2,212,855
Total Revenues	249,100,151	257,182,228	(4,582,153)	0		252,600,075
Expenditures:						
11 Instruction	132,270,921	133,304,787		(172,452)		133,132,335
12 Inst. Res. & Media Services	3,349,732	3,406,003		(727)		3,405,276
13 Curriculum Dev. & Inst. Staff Dev.	3,862,783	4,472,558		108,836		4,581,394
21 Inst. Leadership	3,460,537	3,237,206		(43,720)		3,193,486
23 School Leadership	13,842,089	13,531,044		(829)		13,530,215
31 Guid., Counseling & Eval. Ser.	10,829,063	11,473,914		(45,275)		11,428,639
32 Social Work Services	1,970,180	2,064,858		744		2,065,602
33 Health Services	3,026,343	3,056,979		85		3,057,064
34 Student (Pupil) Trans.	4,940,668	6,581,558				6,581,558
35 Food Services	21,826,304	24,983,539				24,983,539
36 Curricular/Extracurricular Act.	9,896,442	11,443,069		133,145		11,576,214
41 General Administration	7,650,393	9,142,000		7,000		9,149,000
51 Plant Maint. & Operations	20,698,687	23,996,728		(9,586)		23,987,142
52 Security and Monitoring Serv.	5,048,236	7,540,395	13,661	229		7,554,285
53 Data Processing Services	5,251,154	5,228,540				5,228,540
61 Community Services	82,415	92,361		880		93,241
71 Debt Service	4,481,506	5,936,444				5,936,444
81 Fac. Acquisition & Const.	0	1,829,525		21,670		1,851,195
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000	40,000				40,000
99 Other Intergovernmental Charges	1,072,698	1,164,084				1,164,084
Other Uses	0	2,000,000				2,000,000
Total Expenditures	253,600,151	274,525,592	13,661	0		274,539,253
Preliminary Ending Fund Balance	141,353,587	128,510,228	(4,595,814)	0		123,914,409

GENERAL FUND

Revisions

REVENUES:

Local

- Decrease to Fund 199 General Fund for Current Tax Collections for the 2024 Tax Levy Compared to April's Estimated Preliminary Values \$ (4,595,814) (4,595,814)

Other Sources

- Transfer to Fund 199 General Fund from Fund 713 Safe and Secure for Security Vinyl Wall Wraps at Perez Elementary Library \$ 13,661 13,661

Grand Total \$ (4,582,153)

EXPENDITURES:

Function 52 - Increase to Contracted Maintenance for Security Vinyl Wall Wraps at Perez Elementary Library \$ 13,661 13,661

Grand Total \$ 13,661

Description	A	B	C		D	E
	Original Budget	Revised Budget 07/31/2024	Budget Amendments Under Consideration		Revised Budget 03/31/2025	
			Revisions		Transfers	
Unaudited Fund Balance	4,351,334	4,351,334				4,351,334
Revenues:						
Local						
Property Taxes	13,982,100	13,982,100	185,465			14,167,565
Interest Income	200,000	200,000				200,000
Other Local Income	101,000	101,000				101,000
State		0				0
Total Revenues	14,283,100	14,283,100	185,465		0	14,468,565
Expenditures:						
71 Debt Service	14,283,100	14,283,100				14,283,100
Total Expenditures	14,283,100	14,283,100	0		0	14,283,100
Preliminary Ending Fund Balance	4,351,334	4,351,334	185,465		0	4,536,799

DEBT SERVICE
Revisions

REVENUES:

Local

Property Taxes	- Increase to Fund 199 General Fund for Current Tax Collections for the 2024 Tax Levy Compared to April's Estimated Preliminary Values	\$ 185,465	
		<u>185,465</u>	185,465
	Grand Total	<u>\$ 185,465</u>	

EXPENDITURES:

	Grand Total	<u>\$ -</u>	
--	-------------	-------------	--

Description	A	B	C		D	E
	Original Budget	Revised Budget 02/28/2025	Budget Amendments Under Consideration		Revised Budget 03/31/2025	
			Revisions	Transfers		
Audited Fund Balance	6,237,048	6,237,048				6,237,048
Revenues:						
Local						
Interest Income		132,598				132,598
Other Local Income		1,001,328				1,001,328
Total Revenues	0	1,133,926	0	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	1,923,932		6,500		1,930,432
52 Security and Monitoring Serv.		1,325,668		(6,500)		1,319,168
53 Data Processing Services		486,520				486,520
81 Fac. Acquisition & Const.	4,648,611	2,856,284				2,856,284
Total Expenditures	4,927,654	7,017,942	0	0	0	7,017,942
Preliminary Ending Fund Balance	1,309,394	353,032	0	0		353,032

CAPITAL PROJECTS Transfers

REVENUES:

Grand Total \$ -

EXPENDITURES:

Function 51	- Increase to 51-6617 Capital Land Improvements for Mcallen Memorial Stadium Gate Upgrade	\$	6,500	
			<u>6,500</u>	
Function 52	- Decrease from 52-6639 Capital Equipment for McAllen Memorial Stadium Gate Upgrade	\$	(6,500)	(6,500)
				<u>\$ -</u>
				<u>\$ -</u>

Signature: 
Email: lorena.garcia@mcallenisd.net

Signature: 
RENE GUTIERREZ (pr 1, 2025 16:44 CDT)
Email: RENE.GUTIERREZ@mcallenisd.net



FY 2024–2025 Tax Revenue Update

McAllen ISD identified a \$4,595,814 variance between budgeted and actual property tax revenue for FY 2024–2025.

The variance was confirmed in October 2024 following the final tax levy from the Hidalgo County Tax Office.

Key Milestones:

- April 2024: Preliminary property values released
- May–June 2024: Budget developed and adopted using available early data
- Late July 2024: Certified property values released
- August 2024: TEA publishes Maximum Compressed Rate (MCR)
- September 2024: Tax rate adopted
- October 2024: Final levy issued; variance confirmed

Contributing Factors & Path Forward

Revenue estimates were based on preliminary values and early assumptions.

Variance contributors included:

- Lower-than-expected certified property values
- MCR adjustment due to Tier I M&O compression
- Property tax protests lowering the certified base
- Freeze values not included in initial levy calculation

Property Value Snapshot:

- Certified T2 Value (July): \$8.96B
- Comptroller T2 Value (January): \$9.38B
- Difference: \$422M

Next Steps:

- District initiated a Property Value Study with Linebarger to protest State Comptroller's values
- Adjust budget with certified values after the tax rate adoption



**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

Attachment:

SUBMITTED BY: JOEL GARCIA **SUPERVISOR:** Louisa Garcia

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Apr 2, 2025 08:28 CDT)

Superintendent of Schools

**RESOLUTION SETTING FORTH PARAMETERS FOR PAYMENT DURING
EMERGENCY CLOSING FOR ONE DAY ON MARCH 28, 2025**

WHEREAS, the recent thunderstorms and flash flooding resulted in the closure of McAllen Independent School District schools and facilities in Hidalgo County for one day on March 28, 2025 for the safety of students and staff;

WHEREAS, On March 28, 2025, Hidalgo County Judge Richard F. Cortez issued a formal Declaration of Disaster, confirming the extent of damage and public safety risk across the region;

WHEREAS, on Saturday, March 29, 2025, Governor Greg Abbott issued a disaster declaration for the Rio Grande Valley following a recent severe thunderstorm and widespread flooding;

WHEREAS, Board Policy EB (LOCAL) delegates authority to the Superintendent to close schools for reasons of public health and safety;

WHEREAS, McAllen Independent School District closed its facilities because it must act in the best interests of, and for the safety of, its students and staff;

WHEREAS, under Board Policy DEA (LOCAL), all employees are to be paid for their regular duty schedule during an emergency closure unless otherwise directed by Board action; and

WHEREAS, Board Policy DEA (LOCAL) further states that non-exempt employees required to work to mitigate the cause of an emergency closure shall be compensated at one and one-half times their regular rate of pay for all hours worked up to 40 hours in the workweek;

WHEREAS, to financially penalize employees who are acting in the interests of public safety potentially will be harmful in the future if these people fail to act in a safe and prudent manner during an anticipated emergency for fear of financial loss;

WHEREAS, it will be detrimental to the best interests of the McAllen Independent School District for McAllen Independent School District to act in a way that may lead to unsafe conduct by its employees in a future natural disaster;

WHEREAS, there is a public purpose served and a benefit to the McAllen Independent School District to an anticipated or actual natural disaster so that employees have the best opportunity of protecting their safety and being able to resume their duties;

WHEREAS, there is a public purpose served and a benefit to McAllen Independent School District to demonstrate support of its employees, enhance employee morale and support of the retention of employees;

WHEREAS, the McAllen Independent School District 2024-2025 calendar and related work schedules have been affected by these events;

WHEREAS, the Board of Trustees believes it is in the best interest of the McAllen Independent School District for the remainder of the 2024-2025 calendar to remain in effect as originally adopted by the Board of Trustees;

WHEREAS, the Board of Trustees has determined that the one day missed due to school closure during this unforeseen natural disaster will not be made up by McAllen Independent School District employees through performance of job duties and responsibilities;

WHEREAS, the Board of Trustees believes that a public purpose exists for forgiving or excusing the absences of these employees due to this anticipated natural disaster; and

WHEREAS, this Resolution is not meant to excuse the failure to report to duty on this one day by any employee who was instructed by the administration to do so or who was required by contract or job description to report for duty, and who are emergency services personnel or whose presence is necessary to provide for the safety and well-being of the general public.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MCALLEN INDEPENDENT SCHOOL DISTRICT:

SECTION 1. All the above-referenced paragraphs are incorporated into and made a part of this Resolution;

SECTION 2. The Board of Trustees determines that the one day missed due to organizational closure during this anticipated natural disaster will not be made up by McAllen Independent School District employees through performance of duties;

SECTION 3. Non-exempt employees who were required to work on-site shall be compensated at one and one-half times their regular rate of pay for all hours worked, as required by DEA (LOCAL).

SECTION 4. The Board of Trustees finds that a public purpose and a benefit to the McAllen Independent School District exists to excuse and/or forgive the one day absence by McAllen Independent School District employees due to closure during the recent thunderstorms and flash flooding, and that payments for such days are necessary in the conduct of the public entities as provided by Texas Education Code 45.105(c); and

SECTION 5. The Board of Trustees authorize the Superintendent to excuse the one day of absence of McAllen Independent School District employees for organizational closure necessitated by the thunderstorms and flash flooding and pay all full-time employees for their regular duty schedule regardless of whether the employees are required to work and authorizes the administration to credit the leave account of any employee absent on that day.

EXECUTED this 8th day of April, 2025.

MCALLEN INDEPENDENT SCHOOL DISTRICT

Sofia M. Peña

President, Board of Trustees

McAllen Independent School District

ATTEST:

By: _____

Erica de la Garza-Lopez

Secretary, Board of Trustees

McAllen Independent School District

Approved as to form: _____


JOHNATHAN BALL (Apr 3, 2025 10:33 CDT)

Jonathan Ball, School Attorney

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

Attachment:

SUBMITTED BY: 
Sonia Esquivel (Apr 2, 2025 08:25 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 2, 2025 14:01 CDT)

EVALUATION MATRIX

2025-1034 FRESH PRODUCE FOR CHILD NUTRITION PROGRAM		Max. Pts. 100	Verdant Exchange Edinburg, TX	Buster Lind Produce Inc Edinburg, TX	Lopez Vera Produce LLC McAllen, TX	Labatt Food Service San Antonio, TX	Nicho Produce Co., Inc. Edinburg, TX
Criteria							
	RANKING		5	3	4	2	1
	Total Points	100	48.3	76.2	66.0	77.6	84.8
1	Price	50	27.3	41.2	50.0	38.6	39.8
	<i>Bid items (33 of 88) total price for (Week of February 17, 2025 - February 21, 2025)</i>		\$715.05	\$474.40	\$390.91	\$506.82	\$490.90
2	Reputation of the vendor and of the vendor's goods or services;	3	0	0	0	1	0
	<i>Previous experience of similar scope and size = 1 pt. ea, reference</i>		<i>none submitted</i>	<i>none submitted</i>	<i>none submitted</i>	<i>one reference</i>	<i>none submitted</i>
3	The quality of the vendor's goods or services	20	0	10	0	20	20
	<i>Excellent/Good = 20 pts.; Fair (inferior products replaced promptly) - 10 pts. Poor (unusable) = 0 pts. *new vendors to District based on prior history with other Districts (references)</i>		<i>none submitted</i>	<i>fair</i>	<i>none submitted</i>	<i>excellent/good</i>	<i>excellent/good</i>
4	The extent to which the goods or services meet District's needs	16	12	16	9	16	16
	USDA approved facilities	5	5	5	5	5	5
	<i>yes = 5 pts.; no = 0 pts.</i>		yes	yes	yes	yes	yes
	HACCP plan in place	4	4	4	0	4	4
	<i>yes = 4 pts.; no = 0 pts.</i>		yes	yes	no	yes	yes
	Proof of insurance	3	3	3	0	3	3
	<i>yes = 3 pts.; no = 0 pts.</i>		yes	yes	<i>outdated</i>	yes	yes
	Current Local Health Department inspections	4	0	4	4	4	4
	<i>no finding =4 pts; corrected findings =2 pts; findings not corrected/none submitted =0 pts.</i>		none submitted	<i>no finding</i>	<i>no finding</i>	<i>no finding</i>	<i>no finding</i>
5	Past Relationship with District (N/A)	0	0	0	0	0	0
6	HUB	1	0	0	0	0	0
	<i>Yes = 1 pt.; No = 0 pts.</i>		no	no	no	no	no
7	Total long-term cost to the district to acquire the vendor's goods or services	5	4.5	4.5	3.5	1.0	4.5
	Annual Cost (48 weeks)	5	2.7	4.1	5	3.9	4.0
	<i>Weighted distribution based on lowest cost)</i>		\$34,322.40	\$22,771.20	\$18,763.68	\$24,327.36	\$23,563.20
8	principal place of business in this state or employs at least 500 persons in this state	1	1	1	1	1	1
	<i>Located in Texas Yes = 1 pt.; No = 0 pts.</i>		yes	yes	yes	yes	yes
9	Any other relevant factor specifically listed in the request for bids or proposals.	4	3.5	3.5	2.5	0	3.5
	Buy American documentation	3	3	3	2	0	3
	<i>Complete/All domestic = 3 pts.; Incomplete = 2 pts Not submitted = 0 pts.</i>		<i>all domestic</i>	<i>complete</i>	<i>incomplete</i>	<i>not submitted</i>	<i>complete</i>
	Distributor Location	1	1.5	0.5	0.5	0	0.5
	<i>Within 50 miles of McAllen .5 pts.; Geo Local Farmer (Region 1) Preference = .5 pts.</i>		<i>Edinburg, TX Not local farmer</i>	<i>McAllen, TX Not local farmer</i>	<i>McAllen, TX Not local farmer</i>	<i>San Antonio, TX Not local farmer</i>	<i>Edinburg, TX Not local farmer</i>

RECOMMENDED VENDORS
 Request for Proposal No. 2025-1034
 Fresh Produce for Child Nutrition Program

NO	VENDOR NAME	CITY	STATE	RECOMMENDATION
1	Buster Lind Produce Inc	Edinburg	TX	Qualified
2	Labatt Food Service LLC (Labatt Institutional Supply Company)	San Antonio	TX	Qualified
3	Lopez Vera Produce LLC (Uriel Lopez)	McAllen	TX	Qualified
4	Nicho Produce Co., Inc.	Edinburg	TX	Qualified
5	Verdant Exchange (Aspire Staffing Incorporated)	Edinburg	TX	Qualified

Signature: 
Email: lorena.garcia@mcallenisd.net

Signature: 
RENE GUTIERREZ (pr 2, 2025 14:01 CDT)
Email: RENE.GUTIERREZ@mcallenisd.net

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

SUBJECT: Discussion and Possible Action to Approve Board of Education Meeting Minutes

REFERENCE:

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The minutes for each meeting of the Board of Education are traditionally brought to the Board for approval. After approval, the minutes become the official record for Board Action.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The Administration asks that the Board of Education consider approval of the attached minutes.

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: None

RECOMMENDED BOARD ACTION:

That the Board approve the minutes of the following meeting(s):

Regular Board Meeting	March 11, 2025	5:30 PM
Board Workshop	March 24, 2025	5:30 PM

Attachment:

SUBMITTED BY: Natalia Goza

SUPERVISOR:  Sonia Merced Pena (Mar 27, 2025 09:13 CDT)

For further information contact:

Name: Natalia Goza

Office: 956 618-6094

Email: natalie.goza@mcallenisd.net

Approved for presentation to the Board of Education:

 RENE GUTIERREZ (Mar 27, 2025 09:47 CDT)

Superintendent of Schools



Board Workshop

Monday, March 24, 2025, 5:30 PM

Dr. Ricardo Chapa Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501

Attendance Taken at 5:31 PM.

Sofia Peña, President:	Present
Lucia Regalado, Vice-President:	Present
Erica de la Garza-Lopez, Secretary:	Present
Debbie Aliseda, Trustee:	Present
Lizzie Kittleman, Trustee:	Absent
Aaron Rivera, Trustee:	Present
Lucia Thompson, Trustee:	Absent

1. CALL MEETING TO ORDER

The meeting was called to order at 5:30 pm

2. PUBLIC COMMENT(S)

The following community member(s) addressed the Board;
none

3. 2025-2026 THIRD BUDGET WORKSHOP:

- Employee Benefits Update
 - Unemployment Compensation Plan
 - Workers Compensation Plan
 - Health/Pharmacy Plan
- Legislative Updates

Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

For information purposes only

4. ADJOURNMENT

Motion to adjourn at 6:40 P.M. This motion, made by Trustee Debbie Aliseda and seconded by Trustee Aaron Rivera.

Debbie Aliseda:	Yea
Erica de la Garza-Lopez:	Yea
Lizzie Kittleman:	Absent

Sofia Peña: Yea
Lucia Regalado: Yea
Aaron Rivera: Yea
Lucia Thompson: Absent
Yea: 5, Nay: 0, Absent: 2

Board President

Board Secretary

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

SUBJECT: Discussion and Possible Action for Board of Trustees Travel

REFERENCE: Goal 2 - People Development

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Policy requires Board Members to submit travel requests to the Board in advance when practical. The Board plans to attend the Region One School Board (ROSBA) in South Padre Island, Texas May 16-17, 2025.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The Board of Trustees will report on the following trip(s):

- ROSBA Conference, South Padre Island, TX May 16-17, 2025 Registration will be \$350.00 for each participant and hotel prices vary from \$169 a night.

LEGAL REVIEW:

None

BUDGETARY CONSIDERATIONS:

Funds for this trip have been allocated through the Board of Trustees' Budget

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the travel request to attend

- ROSBA Conference, South Padre Island, Texas May 16-17, 2025

SUBMITTED BY: Natalia Goza

SUPERVISOR:  Soledad Merced Pena (Apr 1, 2025 13:44 CDT)

For further information contact:

Name: Natalia Goza

Office: (956) 618-6094

eMail: natalie.goza@mcallenisd.net

Approved for presentation to the Board of Education:

 RENE GUTIERREZ (Apr 1, 2025 16:45 CDT)
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Superintendent of Schools

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

SUBJECT: Discussion and Possible Action on Human Resources Recommendation(s) for School Year 2024-2025

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

McAllen Independent School District utilizes a comprehensive hiring system that screens, evaluates and recommends the "best" candidates with the skill sets to maximize student learning. All recommended candidates meet compliance with State Law requirements, that is to increase the academic achievement of all students by helping campuses and district improve teacher quality.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Considerations are made in accordance with Board Policy DC (LEGAL) and District Staffing Guidelines. Individual(s) to be identified under separate cover.

LEGAL REVIEW:

Not Applicable.

BUDGETARY CONSIDERATIONS:

Provided with individuals identified under separate cover.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve Human Resources Recommendation(s) for School Year 2024-2025.

Attachment:

SUBMITTED BY: *Alberto Canales*
Alberto Canales (Apr 1, 2025 08:50 CDT)

SUPERVISOR: _____

For further information contact:
Name: Dr. Alberto Canales, Chief Human Resources Officer
Office: (956) 618-6009
Email: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

René Gutierrez
RENE GUTIERREZ (Apr 1, 2025 11:47 CDT)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2025

SUBJECT: Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2024-2025

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Employees desiring to voluntarily separate from the school district for reasons such as retirement, relocation or other such reasons provide written notice to their immediate supervisor and the Human Resources Department. All resignations include current position, work site and date resignation is to be effective.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Human Resources Department shall notify all appropriate personnel of the resignation, including the Payroll Department. All vacant positions will be closely reviewed by corresponding department administration, along with aligning to staffing guidelines and addressing staffing needs in determining position status.

LEGAL REVIEW:

Not Applicable.

BUDGETARY CONSIDERATIONS:

Not Applicable.

RECOMMENDED BOARD ACTION:

This item is for information only. No Board action required.

Attachment:

SUBMITTED BY: *Alberto Canales*
Alberto Canales (Apr 1, 2025 08:52 CDT)

SUPERVISOR: *Louisa Garcia*

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
Email: alberto.canales@mcallenisd.net

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Apr 1, 2025 11:48 CDT)

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Superintendent of Schools