



Agenda of Special Board Meeting

The Board of Trustees McAllen Independent School District

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

A Special Board Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, July 26, 2021, beginning at 5:30 PM, Texas Our Texas room/Staff Development Building, Achieve Early College High School, 1601 North 27th Street, McAllen, TX 78501.

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

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. **PUBLIC COMMENT(S)**
3. **RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, and 551.074 Texas Government Code, to discuss the following:**
 - A) Human Resources Recommendation(s) for School Year 2021-2022

- B) Human Resources Employee Resignation(s) for School Year 2021-2022
- C) Human Resources Employee Resignation(s) for School Year 2020-2021
- D) Principal for Homer J. Morris Middle School
- 4. **RECONVENE IN OPEN SESSION**
- 5. **ACTION ON ITEM(S) IN CLOSED SESSION**
 - A) Approval of Human Resources Recommendation(s) for School Year 2021-2022 4
Item Submitted: Todd Miller, Assistant Superintendent Human Resources
Presenter: Dr. J. A. Gonzalez, Superintendent
 - B) Human Resources Employee Resignation(s) for School Year 2021-2022 5
Item Submitted: Todd Miller, Assistant Superintendent Human Resources
Presenter: Dr. J. A. Gonzalez, Superintendent
 - C) Human Resources Employee Resignation(s) for School Year 2020-2021 Item Submitted: 6
Todd Miller, Assistant Superintendent Human Resources
Presenter: Dr. J. A. Gonzalez, Superintendent
 - D) Approval of the Principal for Homer J. Morris Middle School 7
Item Submitted: Todd Miller, Assistant Superintendent Human Resources
Presenter: Dr. J. A. Gonzalez, Superintendent
- 6. **DISTRICT REPORT(S)**
 - A) Report Regarding Sharyland Prayer Walk 8
Item Submitted: Jacob Berry, Director Community Information
Presenter: Dr. J. A. Gonzalez, Superintendent
 - B) Report Regarding Intention to Apply for Preventing School Violence: Bureau of Justice 9
Assistance STOP School Violence Program Grant Item Submitted: Dr. Rosalba De Hoyos,
Assistant Superintendent Instructional Services
Presenter: Dr. J. A. Gonzalez, Superintendent
 - C) Report Regarding Mental Health Bullying Prevention and Suicide Prevention Item 11
Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services
Presenter: Dr. J. A. Gonzalez, Superintendent
 - D) Report Regarding ESSER II and III 25
Item Submitted: Arely Benavides, Assistant Superintendent District Operations
Presenter: Dr. J. A. Gonzalez, Superintendent
 - E) Report Regarding Sale of Property 58
Item Submitted: Arely Benavides, Assistant Superintendent District Operations
Presenter: Dr. J. A. Gonzalez, Superintendent
 - F) Report Regarding Facilities, Maintenance and Operations Projects 63
Item Submitted: Arely Benavides, Assistant Superintendent District Operations
Presenter: Dr. J. A. Gonzalez, Superintendent
- 7. Approval of Resolution Authorizing an Interlocal Cooperation Agreement with the 72
City of McAllen for the Sale of Real Property to the City of McAllen, such Real
Property Commonly known as-David Crockett Administrative Annex
Item Submitted: Arely Benavides, Assistant Superintendent District Operations
Presenter: Dr. J. A. Gonzalez, Superintendent
- 8. **SCHEDULE OF FUTURE MEETINGS**
 - A) Regular Board Meeting - Monday, August 9, 2021 - 5:00 P.M. - Texas Our Texas
room/Staff Development Building at Achieve Early College High School
 - B) Board Workshop- (Team Building) Monday, August 16, 2021 - 4:30 P.M. - Administration
Building Board Room
 - C) Regular Board Meeting - Monday, August 30, 2021 - 5:00 P.M. - Texas Our Texas
room/Staff Development Building at Achieve Early College High School
 - D) Regular Board Meeting - Monday, September 13, 2021 - 5:00 P.M. - Texas Our Texas
room/Staff Development Building at Achieve Early College High School

E) Regular Board Meeting - Monday, September 27, 2021 - 5:00 P.M. - Texas Our Texas room/Staff Development Building at Achieve Early College High School

F) Special Board Meeting (Joint MISD Board and McAllen City) - Tentative - Thursday, September 30, 2021 - 5:30 P.M. - TBD

9. ADJOURNMENT

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on July 22, 2021 at 3:00 P.M.

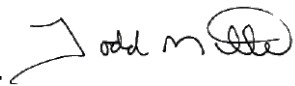
Natalia Goza

For the Board of Trustees

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: July 26, 2021

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:

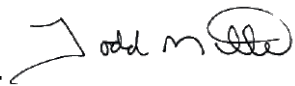


4 _____
Superintendent of Schools **Jul 21, 2021**

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: July 26, 2021

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SUPERVISOR: 

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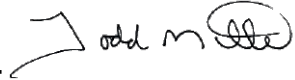


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Superintendent of Schools Jul 21, 2021

**BOARD AGENDA REPORT
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MEETING DATE: July 26, 2021

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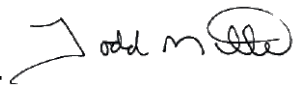


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Superintendent of Schools Jul 21, 2021

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: July 26, 2021

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:



7 _____
Superintendent of Schools **Jul 21, 2021**

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: July 26, 2021

SUBJECT: Report Regarding Sharyland ISD Community Prayer Walk

REFERENCE: Goal 2/Strategy 2: People Development

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION: Our neighbors to the west, Sharyland ISD, are planning a Community Prayer Walk for 8 a.m. on Saturday, August 7, 2021. The purpose is to allow community members to pray in their own way for the safety and security of school children, parents and educators as they embark on a new school year. McAllen ISD and other area school districts are invited to participate. The walk will begin at Sharyland High Football Stadium. Participants will walk to the Sharyland Chapel in Palmhurst and return to the stadium (approximately 6.5 miles total). Sharyland ISD Trustee Rick Longoria will give a short presentation to the Board about the Community Prayer Walk.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS: None

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: None

RECOMMENDED BOARD ACTION:
This item is for information only; no action is required.

SUBMITTED BY: *Jacob Berry*

SUPERVISOR: *Jacob Berry*

For further information contact:
Name: Jacob Berry
Office: Community Information Office
EMail: jacob.berry@mcallenisd.net

Approved for presentation to the Board of Education:

J. Longoria

8

Superintendent of Schools

Jul 19, 2021

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: July 26, 2021

SUBJECT: Report Regarding Intention to Apply for Preventing School Violence: Bureau of Justice Assistance STOP School Violence Program Grant.

REFERENCE: Goal 1: Student Achievement / Student Focus; Strategy: Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On June 2, 2021, the United States Department of Justice released the announcement of a federal grant opportunity that will address school violence at all grade levels. The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for funding under the Student, Teachers, and Officers Preventing (STOP) School Violence Grant Program to prevent violence in a K-12 school setting. This program furthers the Department's mission by supporting and assisting in improving efforts to reduce violent crime in and around schools.

The program's objective is to increase school safety using evidence-based solutions to prevent violence against schools, staff, and students and ensure a positive school climate. Applicants should also be mindful of the potential to cause or exacerbate trauma for some students, and should use a trauma-informed approach when implementing program activities to help mitigate this concern.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The Department of Justice published guidance regarding how these funds can be used and local compliance requirements school districts must follow, including a recommendation that districts develop a budget to address how the district will utilize funding to meet the goals of the grant.

LEGAL REVIEW: N/A

BUDGETARY CONSIDERATIONS: N/A

RECOMMENDED BOARD ACTION:

This item is for information purposes only.

SUBMITTED BY: *Adrian Garza (Fam Treat)*

SUPERVISOR: *Rosalba De Hoyos*

For further information contact:

Name: Adrian Garza

Office: Family Treatment Program (956) 926-4813

eMail: adrian.garza@mcallsisd.net

Approved for presentation to the Board of Education:

J. X. Douglas

Grant Name	STOP School Violence Mental Health Training Grant
Term of Grant	10/1/2021 - 09/30/2024
Grant Amount	\$1,000,000/3 Years
Grant Manager	Adrian Garza
Purpose and Use of Funds	Through this opportunity, the Bureau of Justice Assistance is seeking applications for funding under the Student, Teachers, and Officers Preventing (STOP) School Violence Grant Program. The STOP School Violence Grant Program is designed to improve K-12 school security by providing students and teachers with the tools they need to recognize, respond quickly to, and help prevent acts of violence and ensure a positive school climate.



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: July 26, 2021

SUBJECT: Report Regarding Mental Health Bullying Prevention and Suicide Prevention

REFERENCE: Goal 1: Student Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Through McAllen Independent School District's Champion Project our goal as a community is to increase access to mental health services and to impart to our students the emotional intelligence to meet life demands. By increasing ties to community resources, and coordinating mental health services for families, we are invested in creating a mentally healthy environment for children to learn. Through partnerships with mental health organizations, McAllen Independent School District will be creating a foundation for continued community support to meet a growing need for Focus Area 3: Wellness and Mental Health, and Focus 7: Emotional Intelligence, of The Champion Project. These unique partnerships and programs will provide a strategic and community wide plan to create safe, respectful schools, which allow all children and families at McAllen ISD to feel safe and succeed academically.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The continued support through The Champion Project at McAllen ISD has increased access to mental health services for our families. McAllen ISD will continue to create avenues for mental health: awareness, identification, assessment, and intervention. The collection of data is of great importance to continue to address gaps in services in order to provide optimal care.

LEGAL REVIEW: None required

BUDGETARY CONSIDERATIONS: None required

RECOMMENDED BOARD ACTION: This item is for information purposes only.

SUBMITTED BY: *Adrian Garza (Fam Treat)*

SUPERVISOR: *Rosalba De Hoyos*

SUBMITTED BY: _____

For further information contact:
Name: Adrian Garza
Office: 956.926.4813
eMail: adrian.garza@mcallenisd.net

Approved for presentation to the Board of Education:

11 *J. A. Gonzalez*

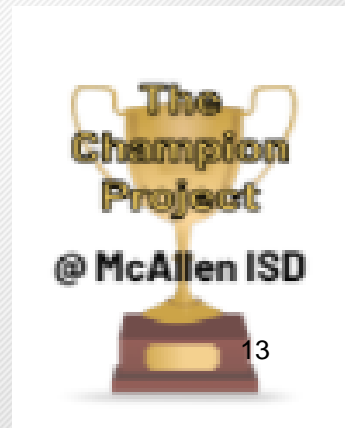
Superintendent of Schools Jul 22, 2021

Student Wellness and Safety:
Suicide Prevention
Bullying Prevention
Mental Health Services
Board Update





Focus 3: Wellness and Mental Health Suicide Prevention



Focus 3: Wellness & Mental Health Workshops

Suicide Prevention Trainings 30

Participants 1532

Mental Health Workshops 62

Participants 428



McAlLEN ISD Mental Health & Wellness

MAY 17th - 20th
Click on the Title of the Training to go to the link

<p>MONDAY 17</p> <p>9:00 - 10:00 am <u>Transitioning to On Campus Learning</u></p> <p>2:00 - 3:00 pm <u>Positive Coping Skills</u></p>	<p>TUESDAY 18</p> <p>10:00 - 11:00 am <u>Mental Health Vs. Mental Illness</u></p> <p>2:00 - 3:00 pm <u>Helping Students During an Emotional Crisis</u></p>
<p>WEDNESDAY 19</p> <p>9:00 - 10:00 am <u>Transición Al Aprendizaje en Persona (Spanish)</u></p> <p>2:00 - 3:00 pm <u>Positive Self-Talk</u></p>	<p>THURSDAY 20</p> <p>9:00 - 10:00 am <u>Developing a Healthy Relationship With Your Teen</u></p> <p>10:00 - 11:00 am <u>Recognizing Depression in Remote Learners</u></p>

For more information call the Family Treatment Program at : (956) 926 - 4813

McAlLEN ISD The Champion Project @ McAllen ISD Focus 3 Wellness & Mental Health Trainings

BY THE FAMILY TREATMENT PROGRAM

MAY 24 - 27

<p>24</p> <p>10:00 am <u>Communicating With Our Kids</u></p> <p>2:00 pm <u>Positive Coping Skills</u></p>	<p>25</p> <p>10:00 am <u>Mental Health Vs. Mental Illness</u></p> <p>2:00 pm <u>Helping Students During an Emotional Crisis</u></p>	<p>26</p> <p>10:00 am <u>Transición Al Aprendizaje en Persona (Spanish)</u></p> <p>2:00 pm <u>Mental Health and Wellness Presentation by McAlley from UTRGV</u></p>	<p>27</p> <p>10:00 am <u>Mindfulness and Meditation Training</u></p> <p>2:00 pm <u>Positive Self-Talk</u></p>
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Click on the title of the training to go to the zoom meeting

FOR MORE INFORMATION CALL THE FAMILY TREATMENT PROGRAM AT : (956) 926 - 4813

McAlLEN ISD The Champion Project @ McAllen ISD Focus 3 Wellness & Mental Health

Family Treatment Program

June 1st - 3rd

<p>6/1</p> <p>10:00 am <u>Mental Health vs. Mental Illness</u></p>	<p>6/2</p> <p>1:00 pm <u>Effective Communication With Your Kids/Teens</u></p>	<p>6/3</p> <p>2:00 pm <u>Wellness & Mental Health</u></p>
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CLICK ON THE TITLE OF THE TRAINING TO GO TO THE ZOOM MEETING

FOR MORE INFORMATION CALL THE FAMILY TREATMENT PROGRAM AT : (956) 926 - 4813

McAlLEN ISD MENTAL HEALTH TRAININGS

April 5th - 8th, 2021
Presented by the Family treatment Program

<p>MONDAY, APRIL 5</p> <p>9:00 - 10:00 am <u>Recognizing an Eating Disorder While Learning Remotely</u></p> <p>10:00 - 11:00 am <u>Recognizing Signs of Depression in Remote Learners</u></p>
<p>TUESDAY, APRIL 6</p> <p>10:00 - 11:00 am <u>Corona Virus: Managing Stress and Anxiety</u></p> <p>1:00 - 2:00 pm <u>Positive Coping Skills and Building Resilience</u></p>
<p>WEDNESDAY, APRIL 7</p> <p>9:00 - 10:00 am <u>Reconocer un Trastorno Alimentario</u></p> <p>10:00 - 11:00 am <u>Recognizing Signs of Depression in Remote Learners</u></p>
<p>THURSDAY, APRIL 8</p> <p>9:00 - 10:00 am <u>Guided meditation Session</u></p> <p>2:00 - 3:00 pm <u>Corona Virus: Managing Stress and Anxiety</u></p>

14

McAlLEN ISD Mental Health and Wellness Training

May 10th - 13th
Click on the title of the training to go to the link!

<p>Monday, May 10</p> <p>9:00 - 10:00 am <u>Transitioning to On Campus Learning</u></p> <p>10:00 - 11:00 am <u>Mental Health Vs. Mental Illness</u></p>
<p>Tuesday, May 11</p> <p>10:00 - 11:00 am <u>Developing a Healthy Relationship with Your Teen</u></p> <p>2:00 - 3:00 pm <u>Helping student's During an Emotional Crisis</u></p>
<p>Wednesday, May 12</p> <p>2:00 - 3:00 pm <u>Transición Al Aprendizaje en Persona (Spanish)</u></p> <p>3:00 - 4:00 pm <u>Positive Coping Skills and Resiliency</u></p>
<p>Thursday, May 13</p> <p>9:00 - 10:00 am <u>Mindfulness Series: Loving Kindness Meditation</u></p>

For more information call the Family Treatment Program at (956) 926 - 4813

McAlLEN ISD The Family Treatment Program Wellness and Mental Health

May 3rd - 6th
Click on the title of the training to go to the link!

<p>May 3</p> <p>9:00 - 10:00 am <u>Transitioning To On Campus Learning</u></p> <p>10:00 - 11:00 am <u>Mental Health Vs. Mental Illness</u></p>
<p>May 4</p> <p>2:00 - 3:00 pm <u>Helping Students During An Emotional Crisis</u></p> <p>5:00 - 6:00 pm <u>Meditación Para el Estrés Durante COVID-19</u> Presented by UTRGV UTRGV School of Medicine, Eugenia Curet, PhD</p>
<p>May 5</p> <p>1:00 - 2:00 pm <u>Transición Al Aprendizaje en Persona (Spanish)</u></p> <p>2:00 - 3:00 pm <u>Positive Coping Skills that Promote Resiliency</u></p>
<p>May 6</p> <p>9:00 - 10:00 am <u>Developing a Healthy Relationship With Your Teen</u></p>

For more information call the Family Treatment Program at (956) 926 - 4813

Mental Health Awareness Trainings

SOCIAL MEDIA

SuperTalk Episode 30: The Champion Project @McAllenISD Focus Area 3 & 4

MCALLEN ISD
MCALENISD.ORG

WE'RE OPEN
REGISTER FOR THE 2021-22 SCHOOL YEAR

SUPERTALK
WITH DR. J.A. GONZALEZ

SOCIAL VISIT MCALENISD.ME TO REGISTER TODAY!



Like Share Suggest Edits ... Send Message

Videos

McAllen ISD Family Treatment Program

MCALLEN ISD
FAMILY TREATMENT PROGRAM

McAllen ISD Family Treatment Program Education

Community See All

23 people like this
26 people follow this

About See All

mcallenisdtx.sites.thrillshare.com/page/family
Education

Page Transparency See More

Facebook is showing information to help you better understand the purpose of a Page. See actions taken by the people who manage and post content.

Page created - March 9, 2021

LOVE
MCALLEN ISD

f LIVE

Coping with Stress and Anxiety at Home

Vanessa Vale-Saenz Dr. Nancy Razo Dr. Christina Quilantan Monica Rodriguez

DHR Health Behavioral Hospital **UTRGV** **COUNSELING CENTER OF SOUTH TEXAS** **TROPICAL TEXAS BEHAVIORAL HEALTH**

Photos

NAMI
National Alliance on Mental Illness
to Grande Valley

Mental Health Month Fun Run
Sat. May 29th

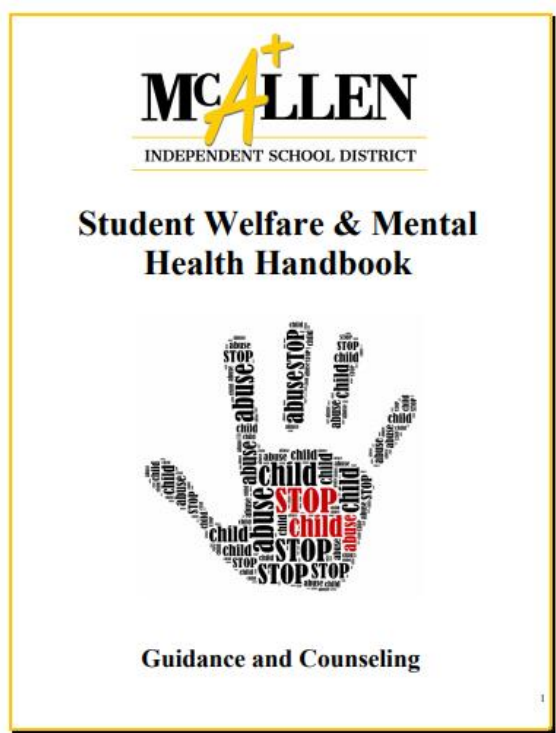
23 likes

Related Pages

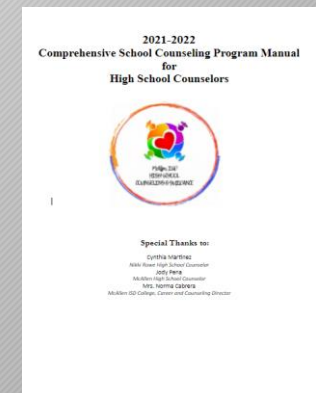
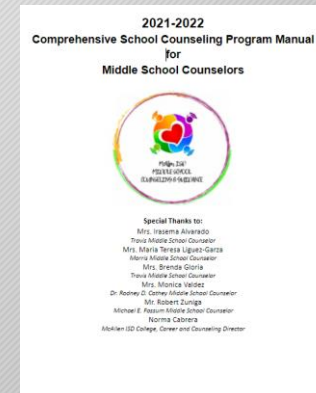
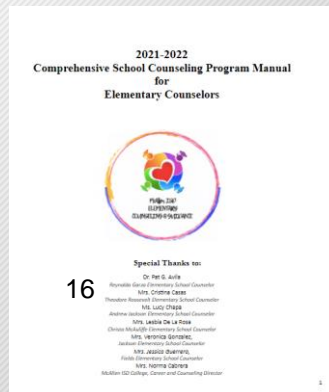
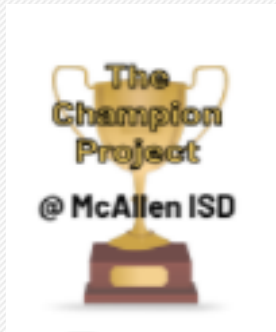
2021 School Board McAllen ISD Education

Rancho Encino Life Skills

Suicide Prevention & Intervention



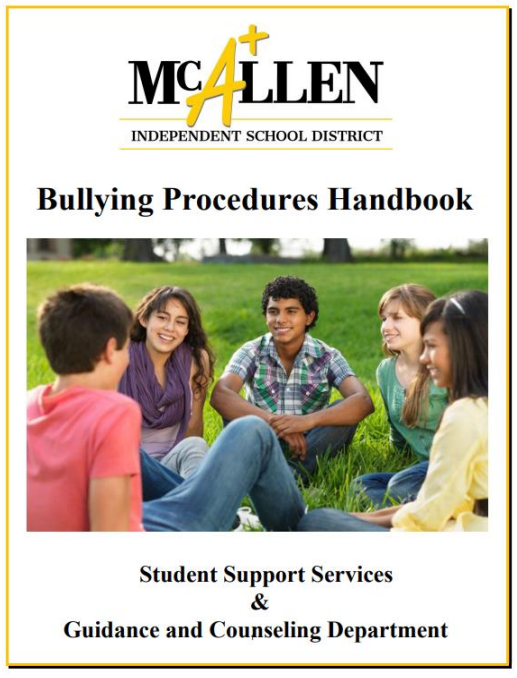
SUPPORT SERVICES FOR STUDENTS		
PREVENTION	INTERVENTION	POSTVENTION
Guidance Lessons-Suicide Awareness	Early Intervention	Family Treatment Staff
Mental Health Promotion	Individual Counseling	Guidance Counselor Follow-Up
Emotional Intelligence Efforts to Enhance Self-Awareness	Family Treatment Program	
Positive, Safe, and Supportive School Environment		



Texas Education Code
§§37.0832
Bullying Awareness and
Prevention



Bullying Awareness & Prevention Training



PREVENTION



Presentations to Students and Staff
Emotional Intelligence Efforts to Increase Empathy
Campus Eye-Reporting System
Digital Citizenship Lessons on Cyberbullying
Bullying Awareness and Prevention Protocol

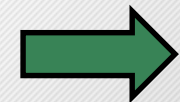


INVESTIGATION



Administrator Driven
Meeting with Alleged Perpetrator/Victim
Meeting with Parents
Secure Documentation
Follow-Up with both Alleged Perpetrator/Victim

INTERVENTIONS



Mandatory Individual Counseling Sessions
(once a week for both alleged perpetrator and victim)
Guidance Lessons (Recognize, Report, Respond)
Emotional Intelligence Efforts to Enhance Empathy
Emotional Intelligence Efforts to Enhance Social Skills



Bullying Prevention and Awareness Initiatives for 2021-2022



Bullying and Cyberbullying (Grades 6-8)

Search

Cyberbullying (Grades 6-8)

How to Be an Upstander Against Bullying (Grades 6-8)

The Importance of Doing Something About Bullying (Grades 6-8)

Understanding Bullying (Grades 6-8)

What Does Bullying Look Like? (Grades 6-8)

Why Should You Care About Bullying? (Grades 6-8)



Bullying and Cyberbullying (Grades 9-12)

Search

Cyberbullying (Grades 9-12)

How to Be an Upstander Against Bullying (Grades 9-12)

The Importance of Doing Something About Bullying (Grades 9-12)

Understanding Bullying (Grades 9-12)

What Does Bullying Look Like? (Grades 9-12)

Why Should You Care About Bullying? (Grades 9-12)



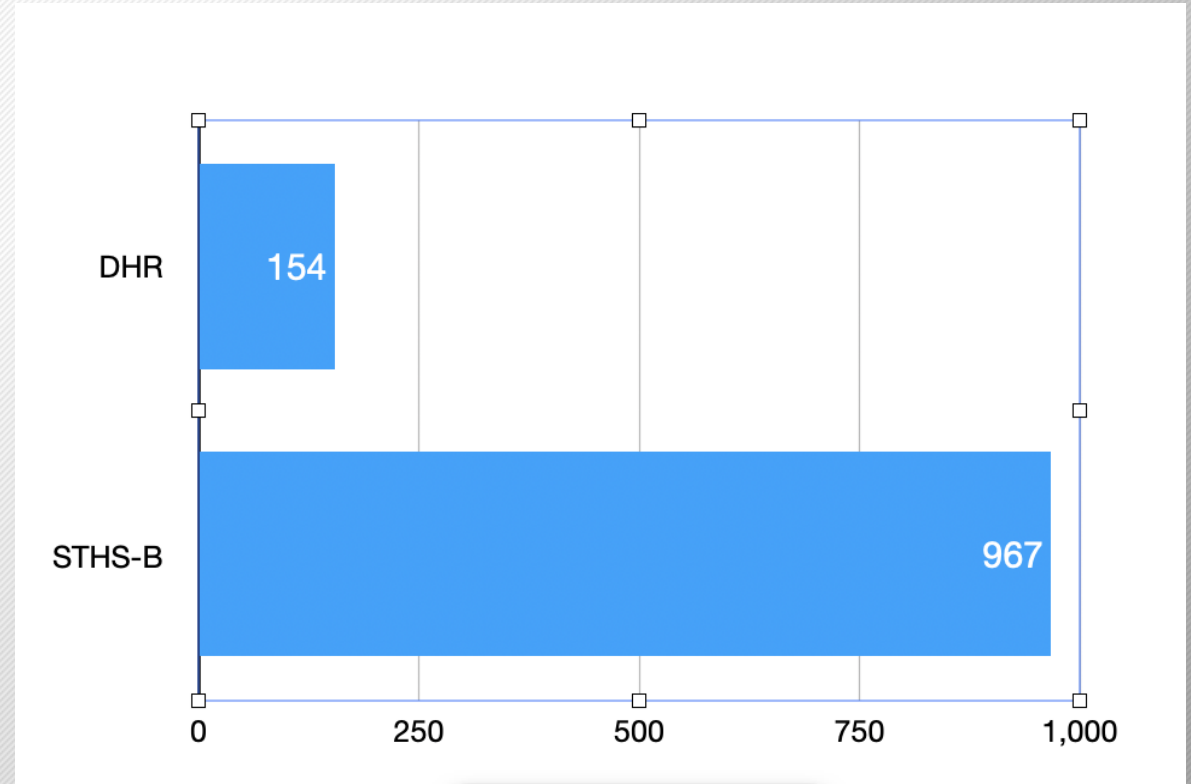
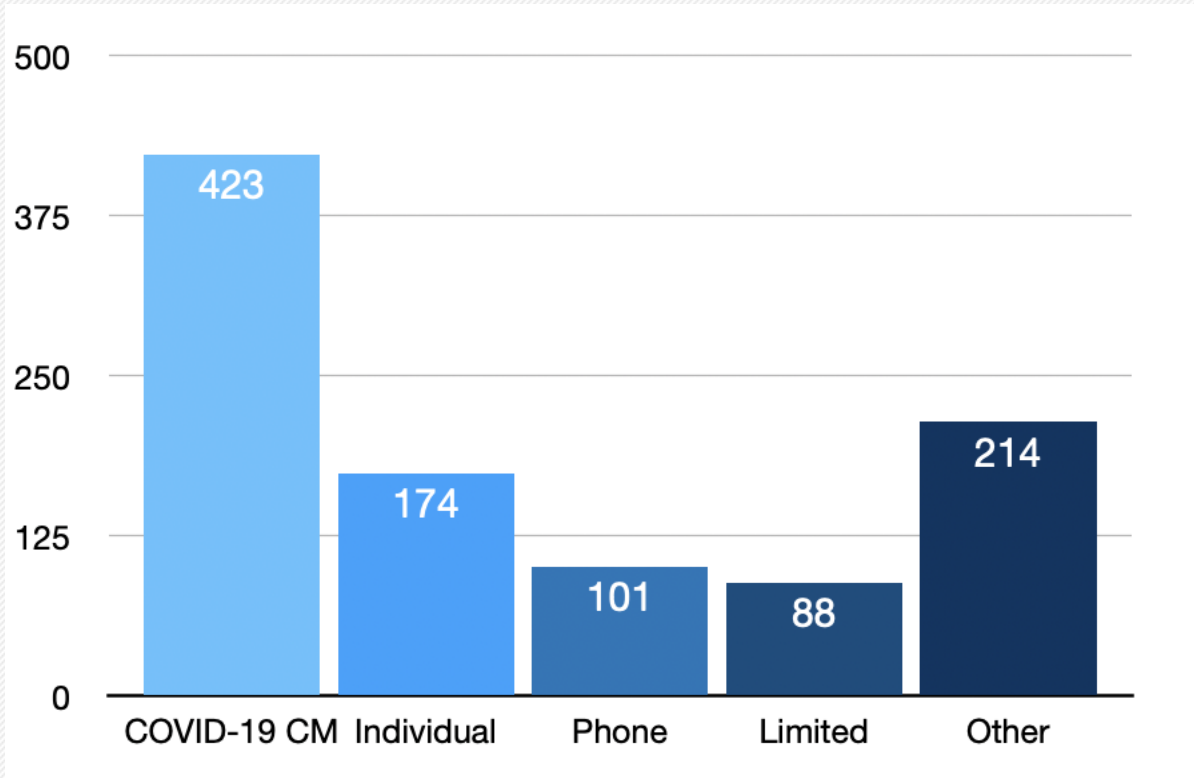
Mental Health Interventions





Family Treatment Program

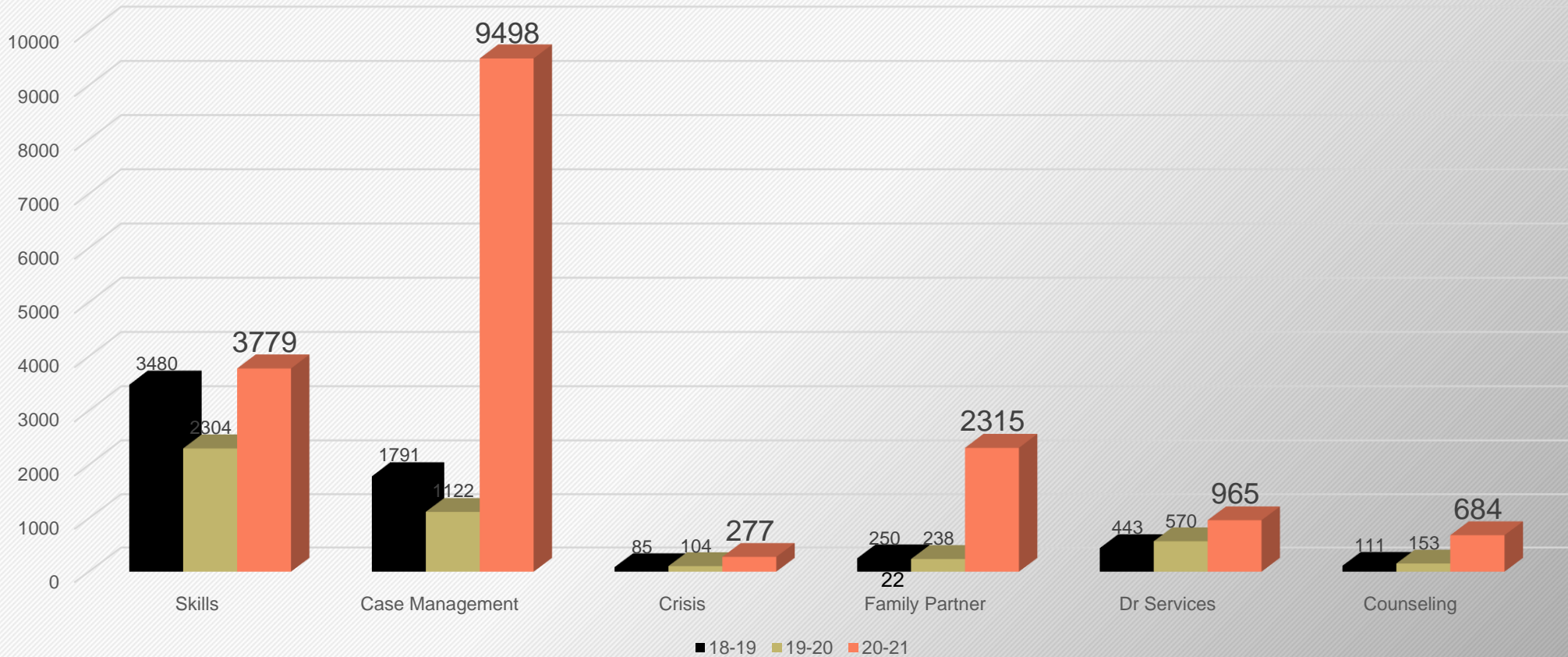
Mental Health Interventions
2020-2021 Data



Tropical Texas Behavioral Health



SY 18-19 : SY 19-20 : SY 20-21



Mental Health Partners



Questions?



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: July 26, 2021

SUBMITTED BY: *Laura Williams*
Laura Williams (Jul 21, 2021 17:49 CDT)

SUPERVISOR: *Arely*
Arely Benavides (Jul 21, 2021 17:51 CDT)

Approved for presentation to the Board of Education:

J. Alexander

25
Superintendent of Schools



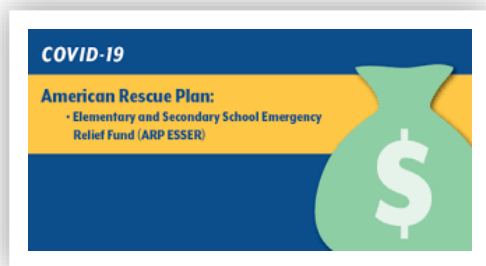
MCALLEN ISD

ESSER III

Report Regarding ESSER II and III

**Board Meeting
July 26, 2021**

Highlights of the ESSER III Grant



The American Rescue Plan was signed into law in March 2021 with \$122 billion in Elementary and Secondary School Emergency Relief (ESSER) funds for school districts across the country becoming the single largest investment in federal elementary and secondary education in the nation's history.

Purpose of ESSER III

- To safely reopen and sustain the safe operation of schools.
- To address the impact the coronavirus pandemic has had on students.

Key Dates

- Pre-award March 13, 2020 – September 30, 2023 with a carryover to September 30, 2024
- ESSER III 2/3 application submitted Thursday, June 24, 2021. Notice of Grant Award (NOGA) was received Friday, July 16, 2021.
- ESSER II target to submit application Thursday, July 29, 2021.
- ESSER III 1/3 is still pending release from TEA.

Public Input Effort

- McAllen ISD launched a comprehensive stakeholder engagement process to gather feedback on how to spend these additional federal dollars to address unfinished learning and COVID-19 recovery.

ESSER II & III Master Plan

ESSER Written Plans

<https://www.mcallenisd.org/page/esser-iii>

ESSER III Information

[ESSER III Invitation to Public Comment](#)

The American Rescue Plan signed into law in March included \$122 billion in Elementary and Secondary School Emergency Relief (ESSER) funds for school districts across the country, which is the single largest investment in federal elementary and secondary education in the nation's history. McAllen ISD will apply to receive some of that additional funding.

McAllen ISD is launching a comprehensive stakeholder engagement process to help determine how it should potentially spend additional federal dollars to address unfinished learning and COVID-19 recovery.



[RETURN TO TRADITIONAL SCHOOL 2021-2022](#)

Please complete the [Return to Traditional School 2021-2022 survey](#). [Click here to complete the survey](#)



[REGRESO A ESCUELA TRADICIONAL 2021-2022](#)

Complete la encuesta [Regreso a la escuela tradicional 2021-2022](#). Haga clic aquí para completar la encuesta

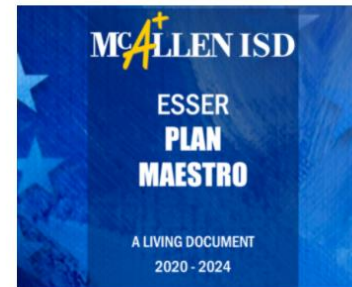


[ESSER MASTER PLAN](#)

Take this survey

All parents, district employees, students and community members are urged to [complete a survey](#) to help the district determine what to prioritize with the potential ESSER funds.

TAKE THE SURVEY



[ESSER PLAN MAESTRO](#)

Completa esta encuesta

Se insta a todos los padres, empleados del distrito, estudiantes y miembros de la comunidad a completar una encuesta para ayudar al distrito a determinar qué priorizar con los posibles fondos de ESSER.

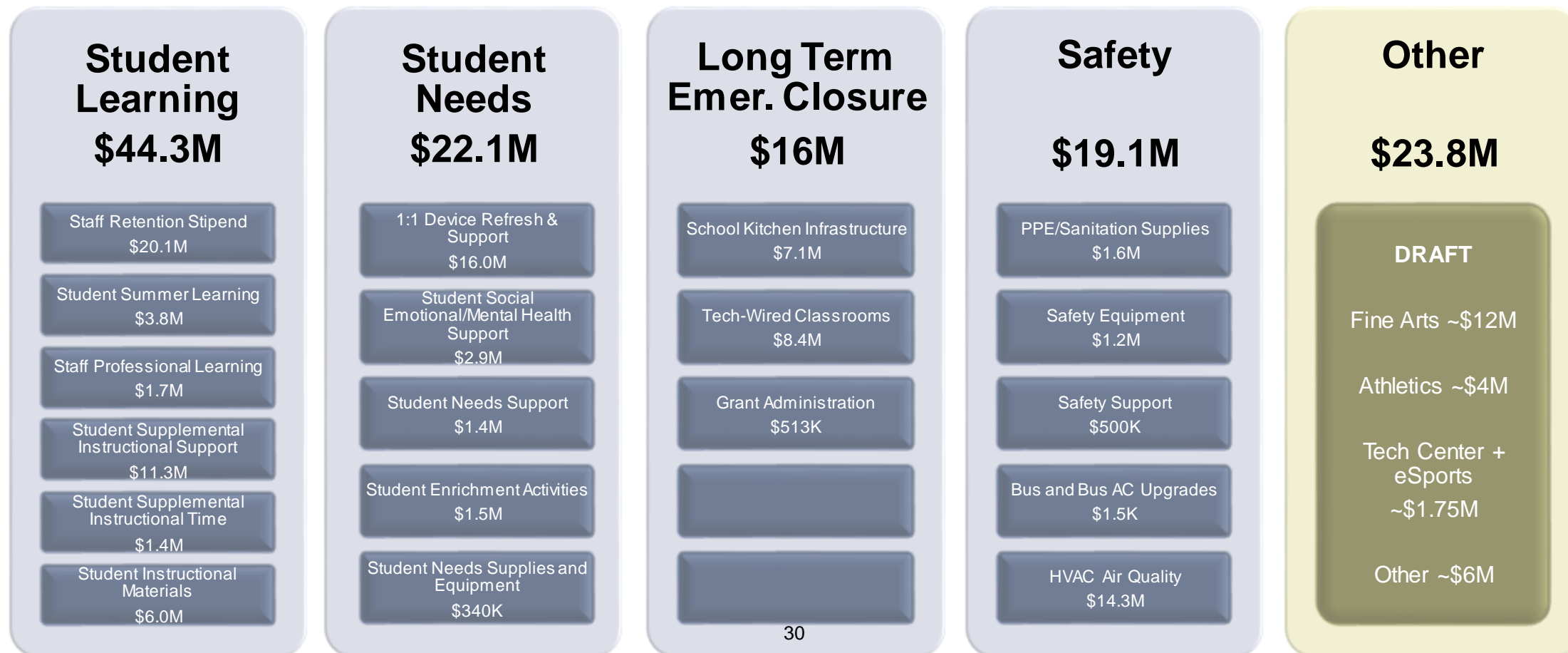
COMPLETA ESTA ENCUESTA

ESSER II & III Proposed Allocations

ESSER III Allocation = \$90,262,706

As of July 21, 2021 4:47 pm

ESSER II Allocation = \$40,190,746 (less the hold harmless ~\$5M) = \$35,190,746



Other Potential Projects

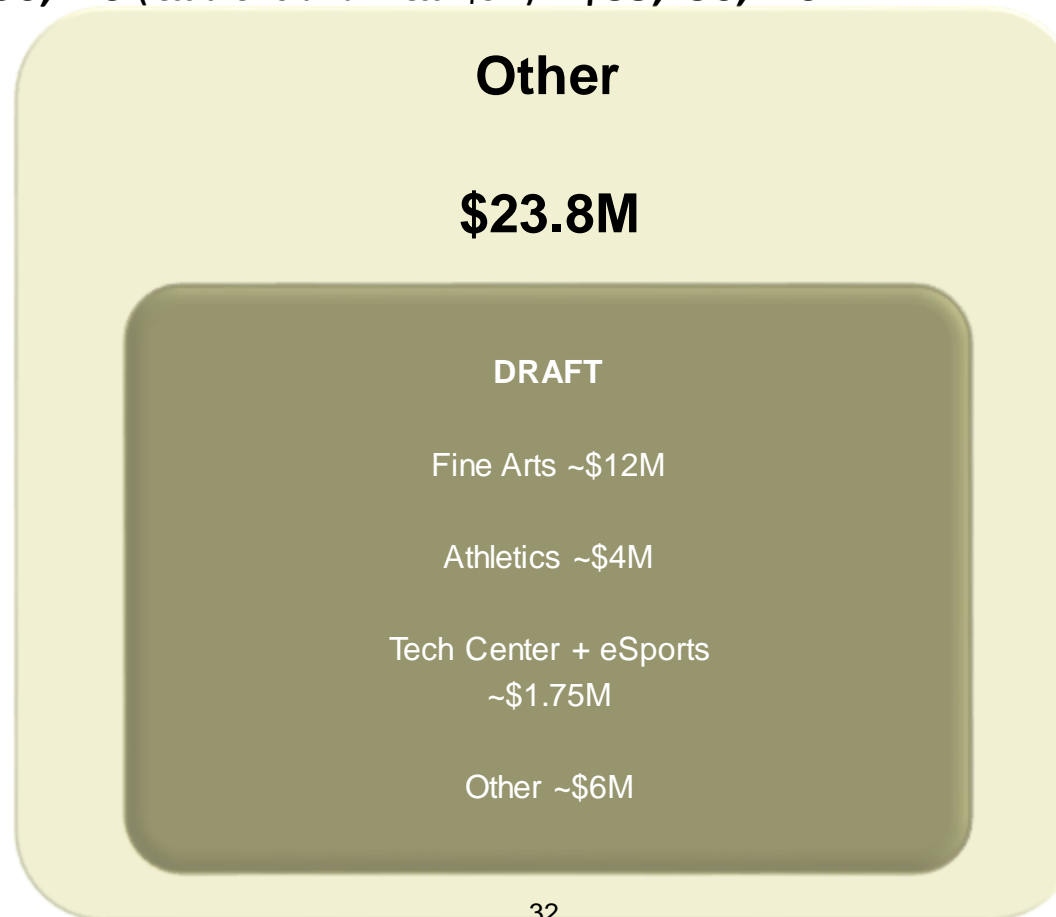
ESSER II & III Master Plan

ESSER II Other Proposed Allocations

ESSER III Allocation = \$90,262,706

As of July 21, 2021 4:47 pm

ESSER II Allocation = \$40,190,746 (less the hold harmless ~\$5M) = \$35,190,746



ESSER II Other Proposed Allocations

as of July 21, 2021 4:53 PM

Other **\$ 23,750,000**

Student Facilities **\$ 21,750,000**

Grant	Project ID	Project Title	Project Description	Budget Amount
ESSER II	ESSER-SF-501	Fine Arts	3 Black Boxes + Mariachi + Dance Center, 1 per comprehensive high school	\$ 12,000,000
ESSER II	ESSER-SF-502	Athletics		\$ 4,000,000
ESSER II	ESSER-SF-503	eSports Tech Center		\$ 1,750,000
ESSER II	ESSER-SF-504	Quinta Mazatlan		\$ 4,000,000

Staff Facilities **\$ 1,000,000**

Grant	Project ID	Project Title	Project Description	Budget Amount
ESSER II	ESSER-SF-601	Staff Development Expansion		\$ 1,000,000

Alternative Instructional Model for Medical Circumstances **\$ 1,000,000**

Grant	Project ID	Project Title	Project Description	Budget Amount
ESSER II	ESSER-SF-701			\$ 1,000,000

These projects are still being detailed, prioritized and vetted for the ESSER II application. Target date of submission July 29, 2021.

Black Box Theatre





Seating
Performance
Lecture
Practice





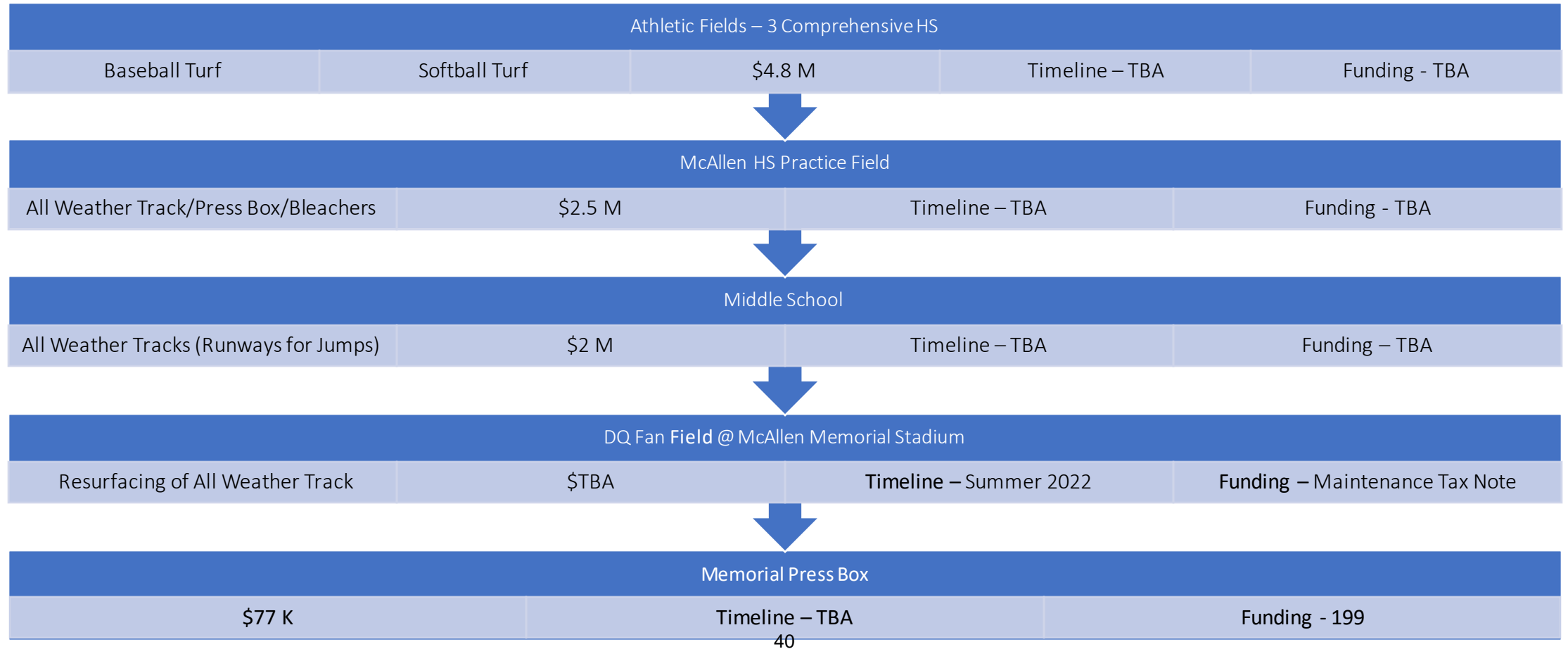


Black Box Theater

Ogden High School • Square Feet: 2,400 • Max Capacity: 115 people



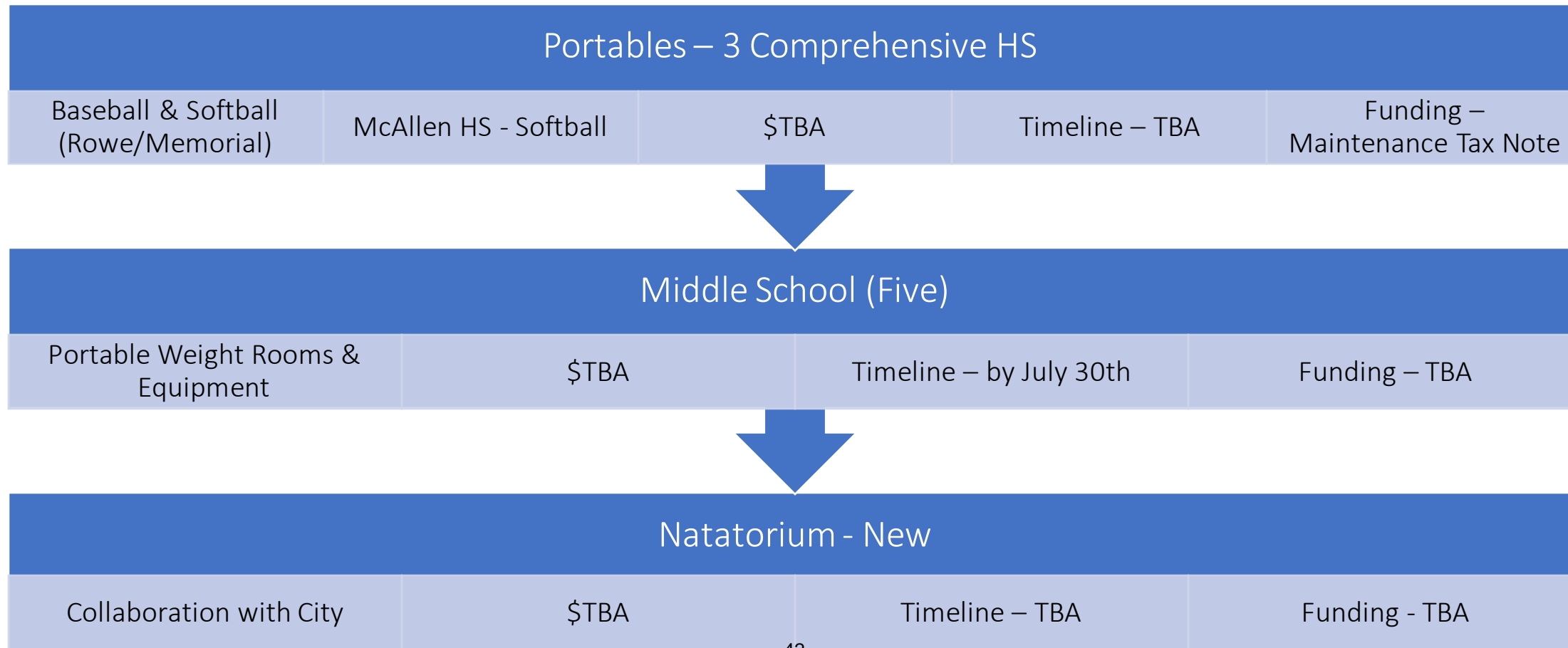
Athletics Master Plan



Athletics Master Plan Continued

Rowe HS Natatorium			
HVAC, Roof, Pump, & Vacuum	\$TBA	Timeline – TBA	Funding – Maintenance Tax Note
↓			
McAllen HS & Rowe HS Tennis Courts			
Resurface	\$TBA	Timeline – TBA	Funding – TBA
↓			
Memorial HS Tennis Courts			
Restroom	\$TBA	Timeline – TBA	Funding – TBA
↓			
Travis MS			
Back Gym – Refurbish	\$20 K	Timeline – TBA	Funding - TBA

Athletics Master Plan Continued

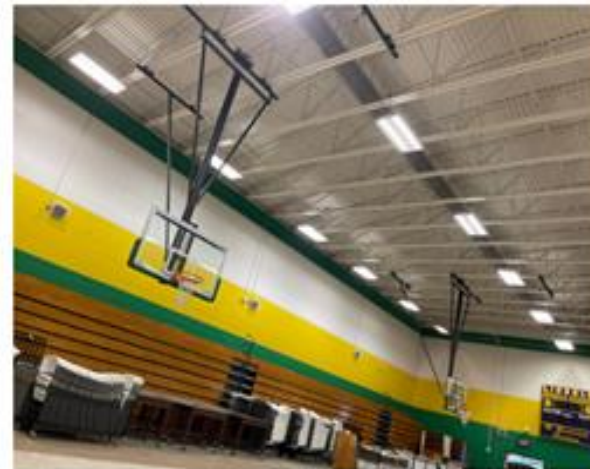
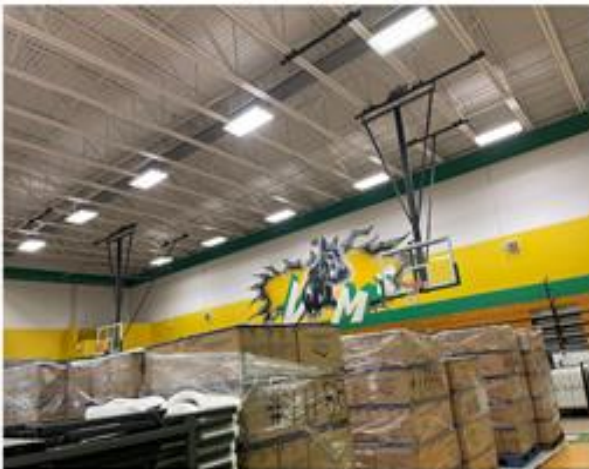




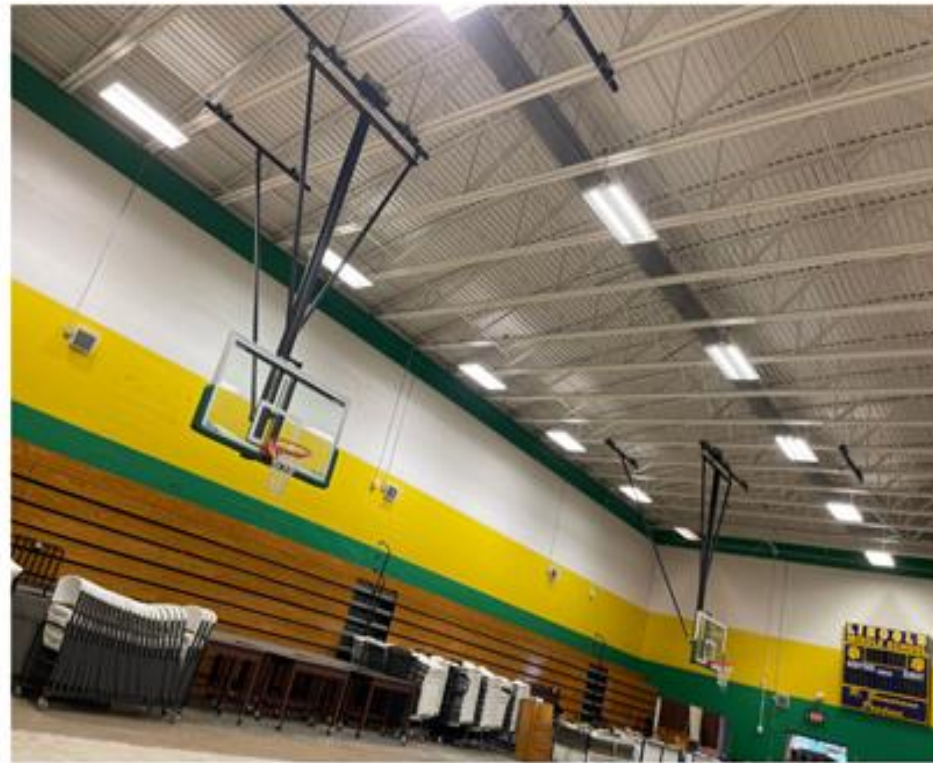
INDEPENDENT SCHOOL DISTRICT

SCIENCE
TECHNOLOGY
CENTER

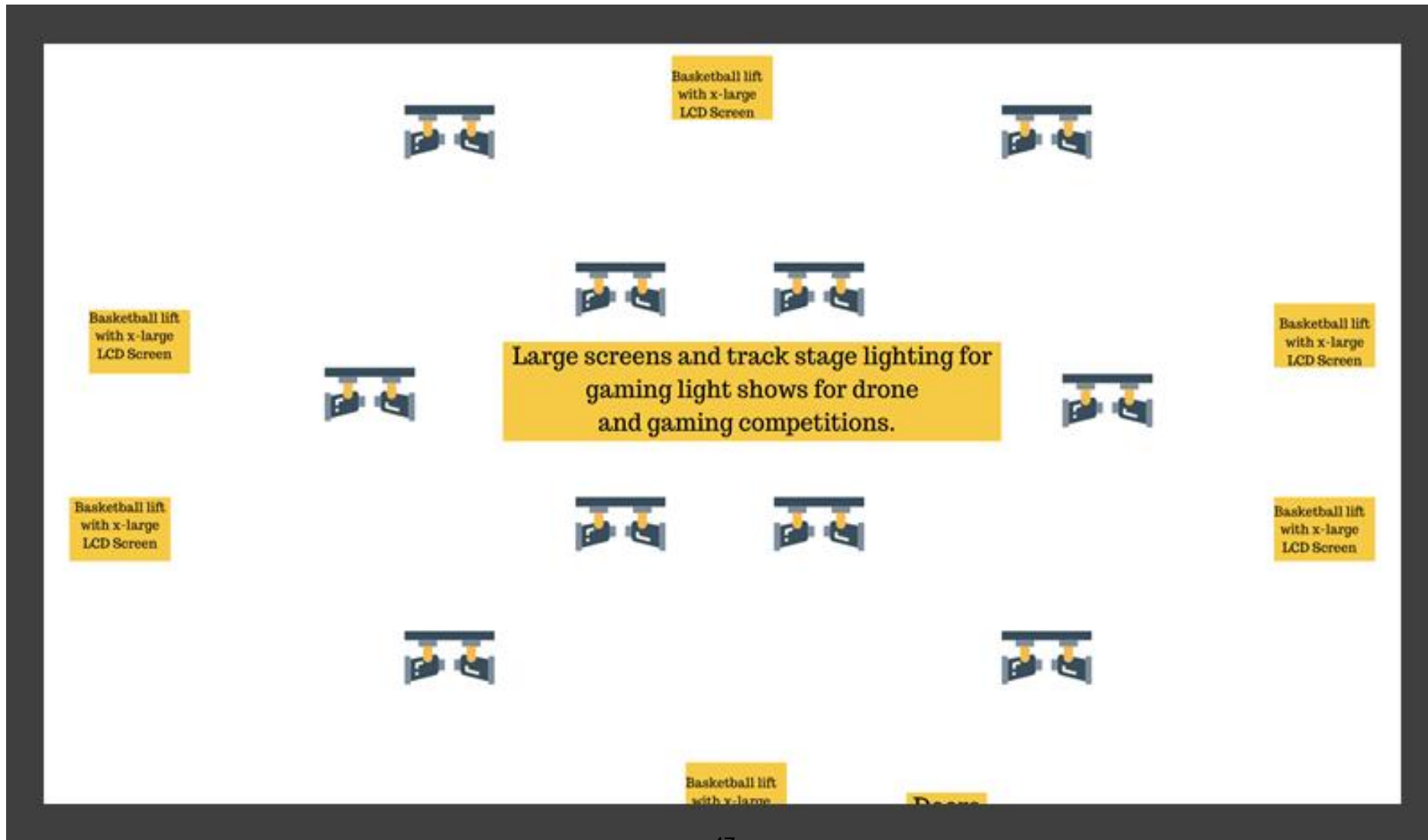


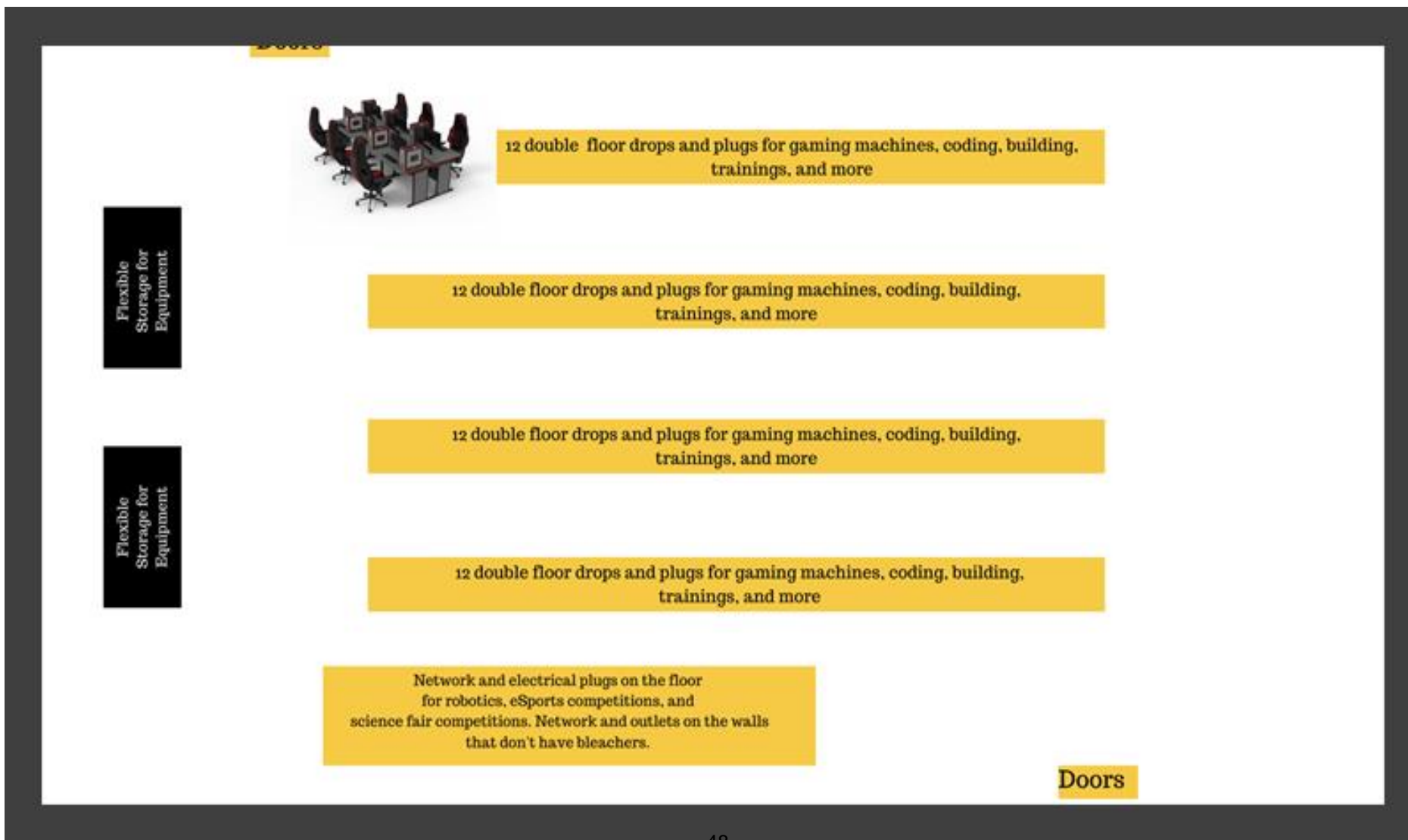


Science and Technology Center



Are the bleachers safe? We will need seating and this would be ideal for competitions but we need to determine if they are in good working condition. We need to determine how to utilize the lifts to fasten 174 monitors. The score board needs to be removed and update the painting. We will also need a portable to store equipment. Hiring a professional architect would be ideal.







Sound and light show management room. Speaker system as well. 21st century update needed.

Create a reception area (lobby) to register contestants, classes, etc. Need Drops and electricity with a desk area. Updated water dispenser for COVID safety.



Science Technology Center Remodel Vision

9300 Sq. Foot Gym Remodel into a Science and Technology Center that will host Esports, Tech War Competitions, First RGV, etc.

- **Professional architect/designer for a successful redesign**
- **Working air conditioner**
- **Floor ethernet outlets and electrical outlets**
- **Wall ethernet and electrical outlets**
- **Colored track lighting and light board**
- **Stage lights for portable stage**
- **X-large screens on all lifts**
- **Sound system and sound board**
- **Portable Stage**
- **Flexible furniture for student classes**
- **5G Wifi with 10 access points**
- **Stanchions for bleachers**
- **Updated paint**
- **Cool signage**
- **Speaker system**
- **Reception area**
- **Update bathrooms**
- **Flexible floor add ons for robotics**
- **Mobile dividers to create quick labs for classes, CODEchella/CODEzilla, with white board capability**
- **Lab Carts with devices**

IMAS Presentation

TCLAS






TCLAS provides districts access to:



TCLAS - Texas COVID Learning Acceleration Supports

Texas COVID Learning Acceleration Supports (TCLAS) is a set of funding and targeted supports available to Local Education Agencies (LEAs) to accelerate student learning in the wake of COVID-19, utilizing state and federal funds.

What is included in TCLAS?

Learning Acceleration Funding and Support Areas				
Strategic Planning	Instructional Materials	Teacher Pipelines	More Time	Innovative School Models
				
Strategic planning and performance management to prioritize, launch, and continuously improve learning acceleration strategies	Rigorous, high-quality instructional materials designed to make up ground and master grade level TEKS	Talent pipelines that support teachers to deliver excellence in the classroom, getting more than 1 year of growth in 1 year	More time for the students in most need, including expanding instructional time in the summer and with targeted tutoring	Innovative school models to incorporate all of the learning acceleration framework

TCLAS – Decision Points

Timeline -

- Application opened 7/19/21
- Application closes 8/20/21
- Prelim Award Notification 9/10/21
- NOGA tentative date 12/1/21

Allotment Estimation

- \$TBA

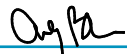
Accelerated Learning Strategies				
Strategic Planning	Instructional Materials	Teacher Pipelines	More Time	Innovative School Models
Decision 1: LEA Accelerated Learning Strategic Planning	Decision 2: HQIM Core Approved Products	Decision 4: Teacher recruitment support	Decision 6: Tutoring Supports	Decision 9: P-TECH
<ul style="list-style-type: none"> • 1a. LEA strategic planning and coaching (and additional cohort- and campus-based supports) • 1b. Funds for data fellow FTE 	<ul style="list-style-type: none"> • 2a. Implementation Support, System-wide Professional Learning and Stipends • 2b. Print and physical materials • 2c. Literacy and math coaches 	<ul style="list-style-type: none"> • 4a. Paraprofessional stipends for tuition, fees, living stipend • 4b. Stipends for HS Education and Training (E&T) teachers • 4c. Implementation & growth funds for E&T programs 	<ul style="list-style-type: none"> • 6a. Vetted Texas Tutor Corps (VTTC) Program Subsidy 	<ul style="list-style-type: none"> • 9a. P-TECH Network Planning and Implementation • 9b. P-TECH Network Success • 9c. Dual Credit Faculty Expansion Grants
	Decision 3: HQIM Supplemental Approved Products	Decision 5: Residency Program Support	Decision 7: School Day/Calendar Redesign	Decision 10: New School Models
	<ul style="list-style-type: none"> • 3a. Licenses for approved Blended Learning Products • 3b. Progress Monitoring & Intervention • 3c. Decodable Texts for Learning to Read • 3d. Dyslexia Intervention Tool • 3e. College Prep Course Support 	<ul style="list-style-type: none"> • 5a. Teacher resident stipend(s) • 5b. Flexible funding for district implementation support • 5c. Innovative Staffing Design and Implementation Support 	<ul style="list-style-type: none"> • 7a. Technical Assistance and Learning Community Support • 7b. Funding for ADSY Project Manager • 7c. Operational Funding for Academic Calendar Adjustments 	<ul style="list-style-type: none"> • 10a. New School Model Planning and Implementation Support • 10b. Implementation support for in-flight new school models
			Decision 8: Strong Summer Program	
			<ul style="list-style-type: none"> • 8a. Technical Assistance and Learning Community Support • 8b. Funding for ADSY 	

Thank you.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: July 26, 2021

SUBMITTED BY: _____

SUPERVISOR: 
Arely Benavides (Jul 21, 2021 16:58 CDT)

Approved for presentation to the Board of Education:



58 _____
Superintendent of Schools



Sale of District Property Update

Board Meeting
July 26, 2021

Sold and Pending Properties since Apr 2019

JULY 2021

Proj. No.	Name	Date when sale is final	Are funds with the District?	Amount to the District	
2020-182	Sale of Real Property (Fossum)	5/20/2020	Yes	\$ 445,170.00	SOLD
2020-183	Sale of Real Property (Austin) 2100 Fir	3/25/2020	Yes	\$ 347,208.37	SOLD
2020-185	Sale of Real Property (Thigpen) 520 S 23rd	3/24/2020	Yes	\$ 661,737.50	SOLD
2020-185	Sale of Real Property (Thigpen Gym and Cafe)				SOLD
2020-160	Sale of Real Property (Jackson 1.546 ac)	11/7/2019	Yes	\$ 308,632.36	SOLD
2020-187	Sale of Real Property (Jackson 22.54 - 1.546 = 20.99 acres)	1/29/2021	Yes	\$ 1,989,419.27	SOLD
				\$ 3,752,167.50	

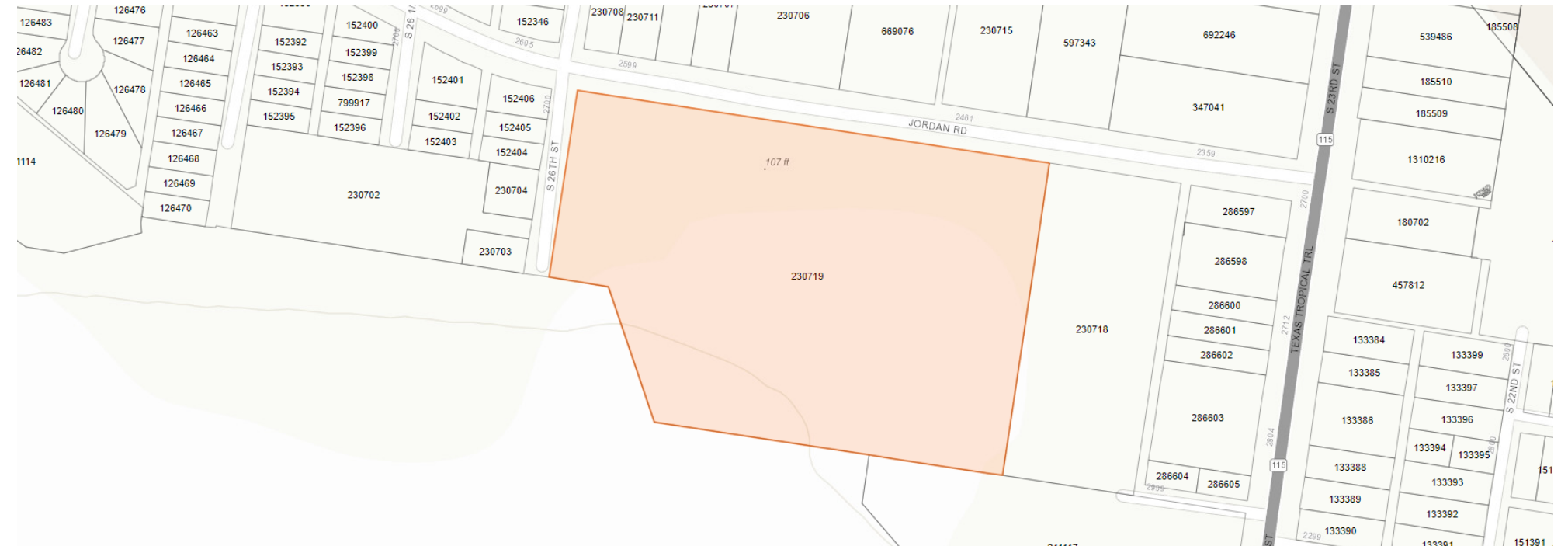
Pending

	Sale of Real Property (Former I&G, Historic Roosevelt)				JUNE BID UNSUCCESSFUL
	Sale of Real Property (Crockett Administration Annex)				POSSIBLE AGREEMENT
	Proposed Sale of Real Property (Bonham Elementary)				APPRAISAL PENDING

Proposed Properties for Sale: Bonham

Owner Name: MCALLEN ISD
Doing Business As: BONHAM ELEMENTARY SCHOOL
Property Identification Number: 230719
Geo Identification Number: M2450-00-002-0070-01
Legal Description: MCALLEN SECOND SUB CITRUS GROVES LOT 67 & W 3 AC OF LOT 70 BLK 2
State Code: F1
Address: 2400 JORDAN RD MCALLEN, TX
Taxing Jurisdictions: SST, SML, CAD, GHD, CML, JCC, R12, DR1
Neighborhood: MCALLEN SUB CITRUS GROVES
Abstract Code: M245000

Appraisal Pending



Description	Acres	Sqft
ACREAGE	13.7900	600692.40

Property ID	Options	Geo ID	Owner ID	Owner Name	Legal Description	Situs Address	Doing Business As	Appraised Value	Address 1	Address 2	Address 3	City	St
230719		M2450-00-002-0070-01	69042	MCALLEN ISD	MCALLEN SECOND SUB CITRUS GROVES LOT 67 & W 3 AC OF LOT 70 BLK 2	2400 JORDAN RD MCALLEN, TX	BONHAM ELEMENTARY SCHOOL	\$1,086,100.00	BONHAM SCHOOL	2000 N 23RD ST		MCALLEN	TX

<https://propaccess.hidalgoad.org/mapSearch/?cid=1&p=189635>

Thank you.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: July 26, 2021

• •

SUBMITTED BY: *Melissa Ortiz*
Melissa Ortiz (Jul 21, 2021 13:38 CDT)

SUPERVISOR: *Arely Benavides*
Arely Benavides (Jul 21, 2021 13:39 CDT)

Approved for presentation to the Board of Education:

J. X. Douglas

63 _____
Superintendent of Schools

Report Regarding



Facilities Maintenance & Operations Projects



64

July 26, 2021

Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects:

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



Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects:

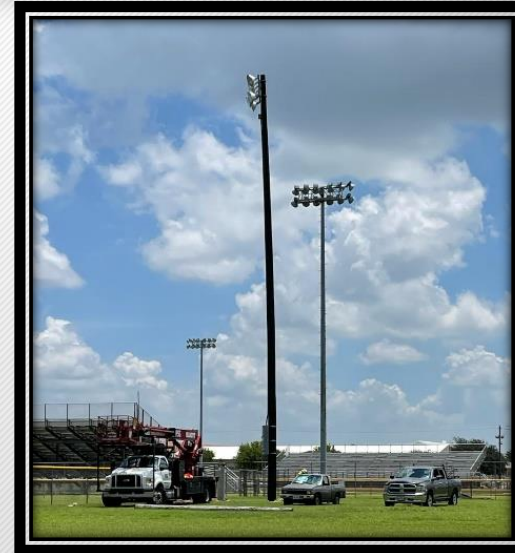
- **Culinary Arts Lab Renovation at A.E.C.H.S.**
- **District Wide Bottle Filler Water Fountain Installation 184 Units**
- **District Wide Installation of Air Purification Systems**
- **Memorial HS Roof Replacement**
- **CMAR Stadium Pressbox**



Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects:

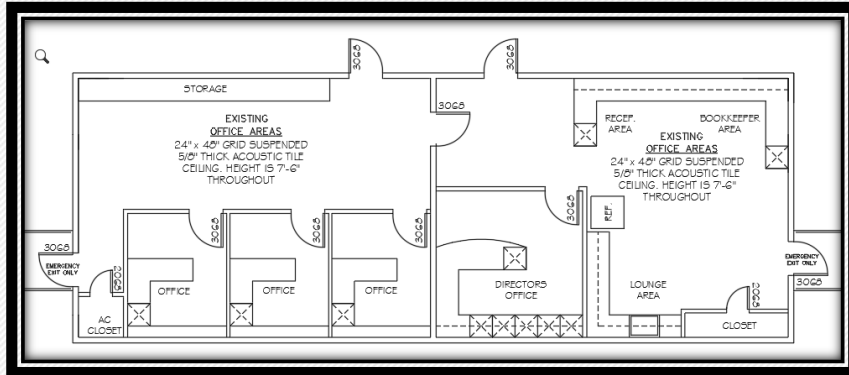
- **McAllen HS HVAC Improvements Phase II**
- **Rowe HS Softball Field
Lighting Improvements**
- **Restroom Partitions Replacement (5)
Rayburn ES, Gonzalez ES, Escandon ES,
Morris MS, and Travis MS**



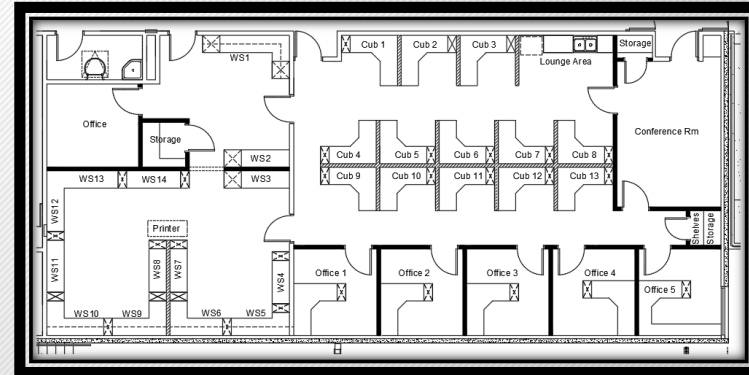
Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects

Portable 80 Remodel for Tech Center at A.E.C.H.S.



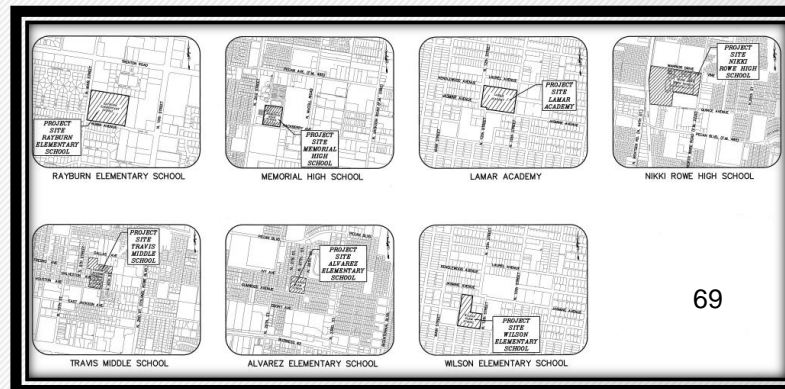
Technology Relocation Remodel at FMO



Report Regarding Facilities Maintenance & Operations Projects

Ongoing Projects:

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



Report Regarding Facilities Maintenance & Operations Projects

Ongoing Project:

- **Sanchez Elementary
All-Inclusive Playground**
(Tentative Completion last week of September 2021)
Weather Permitting



Upcoming Projects:

- **9 Portables Relocation from S.T.C.**
- **Gas Tanks Removal at Old Transportation Site**



Report Regarding Facilities Maintenance & Operations Projects



**Work Orders
Submitted/Completed**

June 2021


498 / 365



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: July 26, 2021

SUBMITTED BY: _____

SUPERVISOR: 
Arely Benavides (Jul 21, 2021 17:54 CDT)

Approved for presentation to the Board of Education:



72
Superintendent of Schools

Resolution Authorizing Interlocal Cooperation Agreement with the City of McAllen for the Sale of Real Property to the City of McAllen, such Real Property Commonly Known as the David Crockett Administrative Annex

- A. WHEREAS, the Board of Trustees ("Board") of the McAllen Independent School District ("MISD") desires to sell certain acreage of real property located at 2012 North Main Street, McAllen, Texas known as the David Crockett Administrative Annex, as more particularly described on Exhibit A attached hereto and made a part hereof ("Property");
- B. WHEREAS, pursuant to §272.001(b)(1) and (b)(5) of the Texas Local Government Code, the Board desires to sell David Crockett Administrative Annex to the City of McAllen, Texas; and
- C. WHEREAS, the Board and the City of McAllen, Texas desire to execute that certain Interlocal Cooperation Agreement dated of even date herewith (the "Interlocal Agreement"), a copy of which is attached hereto as Exhibit B which authorizes the Board President, to do any and all things necessary to effectuate the performance of the Interlocal Agreement for the sale of the Property pursuant to the terms of the Interlocal Agreement, and take all other action contemplated thereby.

NOW, THEREFORE, on motion duly made and seconded, it is hereby resolved that:

- 1. The Board of Trustees of the McAllen Independent School District approves and authorizes the President of the Board of Trustees to execute the Interlocal Agreement with the City of McAllen, for a sales price of the Property of \$965,000.00, a copy of the Interlocal Agreement is attached hereto as Exhibit B; and
- 2. The Board of Trustees authorizes the Board President, to do any and all things necessary to effectuate the terms of the Interlocal Agreement, and take all other action contemplated thereby.

PASSED and APPROVED this _____ day of _____, 2021.

Sam Saldivar, Jr., President, Board of Trustees
of the McAllen Independent School District

ATTEST:

Debbie Crane Aliseda,
Secretary, Board of Trustees

Exhibit A to Resolution
Legal Description of Property

Exhibit A

Legal Description

All of Lots 38 and 43 in the NW 1/4 of Section 9, Hidalgo Canal Co. Subdivision, Hidalgo County, Texas, EXCEPT the East 211.4 feet of both of said lots, containing 13.59 acres of land more or less.

Exhibit B to Resolution

**Interlocal Cooperation Agreement By and Between
the McAllen Independent School District and the City of McAllen, Texas**

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF McALLEN
AND THE McALLEN INDEPENDENT SCHOOL DISTRICT**

THIS Agreement is made on this the _____ day of _____, 2021, by and between the **CITY OF McALLEN**, hereinafter referred to as "City," and the **McALLEN INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the District currently owns a tract of land situated in the City of McAllen, Hidalgo County, Texas, known as the David Crockett Administrative Annex and more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Tract");

WHEREAS, the City desires to acquire the Tract in fee;

WHEREAS, Texas Education Code Section 11.154 provides the board of trustees of an independent school districts may, by resolution, authorize the sale of any property, other than minerals, held in trust for public purposes;

WHEREAS, the Board of Trustees of District at a duly called meeting in accordance with the Chapter 551 of the Texas Government Code approved that certain resolution titled Resolution Authorizing Interlocal Cooperation Agreement With the City of McAllen for the Sale of Real Property to the City of McAllen, such Real Property Commonly Known as the David Crockett Administrative Annex;

WHEREAS, Subsection 272.001(b)(1) of the Local Government Code provides that the notice and bidding requirements of Subsection 272.001(a) are not applicable to narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision

ordinance or other development control ordinances;

WHEREAS, the shape of the Tract, its lack of access to public roads and the Tract's small area cannot be used independently under its current zoning or under applicable subdivision ordinances;

WHEREAS, Subsection 272.001(b)(5) of the Local Government Code provides that the notice and bidding requirements of Subsection 272.001(a) are not applicable to a real property interest conveyed to a governmental entity that has the power of eminent domain;

WHEREAS, the City has the power of eminent domain;

WHEREAS, District has an appraisal which was prepared by a certified appraiser, appraising the Tract at \$965,000.00; and

WHEREAS, District agrees to sell to City, who agrees to purchase, the Tract upon the terms and conditions set forth herein;

NOW, THEREFORE, District and City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. District will convey the Tract to City by Fee Simple Determinable Special Warranty Deed, the form of which is attached hereto as Exhibit B, providing therein the Tract shall only be used as open public space and buildings for use by the community; and the Tract shall not be used as an open-enrollment charter school as provided by Subchapter D, Title 2 of the Texas Education Code as may from time to time be amended together with all and singular the rights and appurtenances pertaining to the Tract, including any right, title and interest of District in and to adjacent streets, alleys or rights-of-ways, together with any improvements.

2. The conveyance of the Tract is subject to the following exceptions (collectively the "Permitted Exceptions"):

a. Subject to any and all easements and dedications of record or visible on the ground.

b. Save and except all oil, gas and other minerals in, under and that may be produced from such land.

c. Subject to any valid and outstanding mineral leases of record.

d. Subject to any zoning or subdivision requirements of governmental

entities having jurisdiction thereof.

e. Subject to any restrictions, easements, reservations or covenants, and any other restrictions as shown by title commitment.

f. Any and all exceptions shown in a title commitment issued in accordance with the sale of the Tract by District to City; and

g. The Tract and all improvements thereof, if any, are sold AS IS, WHERE IS, WITH ALL FAULTS.

3. Closing of the transfer of the Tract to the City ("Closing") shall take place at the offices of Atlas, Hall & Rodriguez, LLP, 818 Pecan, McAllen, Texas, on or before December 10, 2021, or at such earlier time, date and place as City and District may agree upon.

4. At Closing, City shall pay the District the sum of Nine Hundred Sixty Five Thousand and no one hundredth Dollars (\$965,000.00).

5. At Closing, District shall deliver to City:

a. A duly executed and acknowledged Special Warranty Deed conveying the Tract in fee simple determinable and clear of any and all liens and encumbrances, except the Permitted Exceptions as defined in numbered paragraph 2 above (the "Deed"); and

b. Possession of the Tract.

6. All costs, adjustments and expenses of Closing shall be borne as follows:

a. Each party shall pay its own attorney's fees; and

b. City shall pay the cost of recording instruments presented by the District, the cost of a title policy and all other costs of closing.

7. The terms and provisions of this Agreement shall survive the Closing, and may be enforced by specific performance.

8. If either party fails to comply with the obligations as set out in this Agreement prior to closing, the other party may terminate this Agreement upon thirty (30) day written notice.

9. Any signatory to this Agreement, who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or

transaction, shall be additionally entitled to recover Court costs and reasonable attorney's fees from the non-prevailing party.

10. If prior to the Closing all or any portion of the Tract is condemned, either party shall have the right to terminate this Agreement upon giving written notice to the other party within ten (10) days of the date one party notifies the other, in writing, of such condemnation. If neither party elects to terminate this Agreement, then the Closing shall take place, as herein provided and the interest in any condemnation awards shall be assigned to the party receiving title to such property at Closing.

11. The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered by the transferring party at the Closing, together with recording or filing fees.

12. This Agreement may not be assigned without prior written consent executed by both parties hereto.

13. Any representations, warranties, or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

14. Time shall be of the essence of this Agreement.

15. This Agreement and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

16. This Agreement shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

17. In case any one or more of the provisions contained in this Agreement 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 provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

18. All notices, demands or requests required or permitted under this Agreement shall be in writing, and shall be deemed to have been properly given, whether or not

actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the as set forth below:

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

If to City: City of McAllen
 Attention: City Manager
 1300 Houston
 McAllen, Texas 78501

19. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Tract, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

20. District notifies City of the presence of Asbestos containing material located in the grey/orange speckled 9x9 floor tile, the 12x12 white speckled floor tile (in the Mastic), the 9x9 pink replacement floor tile (in the tile/Mastic), the 9x9 brown floor tile, the 9x9 dark brown/orange floor tile (pattern and perimeter), the white chaulky troweled on material (spray-on ceiling), the speckled textured ceiling material, and the pipe wrap in the HVAC area. District will provide City with all available records and reports pertaining to asbestos containing materials in the Tract in the possession of the District. City represents warrants and agrees City is aware of City's responsibility to ensure compliance with 15 U.S.C. sections 2641 through 2656 and 29 C.F.R. Sections 1910.1001 et. Seq. and 1926.1101 et. seq.

21. To the extent allowable by law, the parties hereto agree to indemnify and hold harmless the other party from any and all costs, expenses or damages resulting from any claims for brokerage fees by and through each party or other similar form of compensation made by any real estate broker or other person or entity because of the transactions contemplated herein.

22. Should either party be in default under any of the terms of this Agreement, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

23. In addition to the acts recited in this Agreement to be performed by the parties, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

24. In the event that this Agreement or any provision hereof is construed or determined to be ambiguous by any court of law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Agreement and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

Effective as of the day and date first written above.

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Print Name: _____
Title: _____

CITY OF McALLEN

By: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM:

_____, City Attorney
Its: _____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Exhibit A

Legal Description

All of Lots 38 and 43 in the NW 1/4 of Section 9, Hidalgo Canal Co. Subdivision, Hidalgo County, Texas, EXCEPT the East 211.4 feet of both of said lots, containing 13.59 acres of land more or less.

EXHIBIT B TO INTERLOCAL AGREEMENT
Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: _____, 2021

Grantor: **BOARD OF TRUSTEES OF THE MCALLEN INDEPENDENT SCHOOL DISTRICT**

Grantor's Mailing Address: **2000 N. 23rd St.
McAllen, Texas 78501**

Grantee: **CITY OF MCALLEN**

Grantee's Mailing Address: **1300 W. Houston
McAllen, Texas 78501**

Consideration: **TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.**

Property (including any improvements):

Reservations from Conveyance:

For Grantor and Grantor's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Fee Simple Determinable Condition:

Grantee is purchasing the Property with the full knowledge that part of the consideration for this conveyance of the Property to Grantor, is Grantee's agreement that the Property shall only be used for open public space and buildings for use by the community and shall never be used as an open-enrollment charter school as provided and/or

described by Subchapter D, Title 2, Texas Education Code as may from time to time be amended.

Exceptions to Conveyance and Warranty:

Rights of Parties in Possession. [Additional Exceptions to be placed here from Title Commitment]

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any water or utility district; and taxes for 2021, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN AND THE LIMITED WARRANTIES AND REPRESENTATIONS CONTAINED IN THAT CERTAIN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE DATED _____, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (IV) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY,

VALUE, CONDITION OR COMPOSITION OF THE PROPERTY INCLUDING BUT NOT LIMITED TO THE DISCLOSURES IN THAT CERTAIN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE DATED _____; (V) ANY ASBESTOS AND ALSO ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (VI) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE TO THE EXTENT ALLOWABLE BY LAW INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. GRANTEE TO THE EXTENT ALLOWABLE BY LAW INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES. GRANTEE TO THE EXTENT ALLOWABLE BY LAW INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF GRANTOR AND IN THE NAME OF GRANTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their successors and assigns for so long as the Fee Simple Determinable Condition is met and if the Fee Simple Determinable Condition is violated, the Property or any subdivided portion or portions of the Property so violated will automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being Grantor's intent

to convey a fee simple determinable estate to Grantee; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

**BOARD OF TRUSTEES OF THE MCALLEN
INDEPENDENT SCHOOL DISTRICT**

By: _____
SAM SALDIVAR, JR.
Its: President, Board of Trustees

ATTEST:

DEBBIE CRANE ALISEDA,
Secretary, Board of Trustees

STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF HIDALGO §

BEFORE ME, a Notary Public, on this day personally appeared SAM SALDIVAR, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is the President of the Board of Trustees of the McAllen Independent School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on _____, 2021; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2021.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
City of McAllen, Texas
Attention: City Manager
1300 W. Houston
McAllen, Texas 78501