



Agenda of Regular Meeting

The Board of Trustees McAllen Independent School District

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

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, September 13, 2021, beginning at 5:00 PM Texas Our Texas room/Staff Development Building, Achieve Early College High School, 1601 North 27th Street, McAllen, TX 78501.

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

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

1. **CALL MEETING TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT(S)**
5. **RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, 551.074, and 551.076 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) Pending and/or Potential Litigation ¹

- D) Possible Real Estate Acquisition
- E) Deliberation Regarding Deployment of Security Personnel
6. **RECONVENE IN OPEN SESSION**
7. **ACTION ON ITEM(S) IN CLOSED SESSION**
- A) Approval of Human Resources Recommendation(s) for School Year 2021-2022 6
 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 7
 Item Submitted: Todd Miller, Assistant Superintendent Human Resources
Presenter: Dr. J. A. Gonzalez, Superintendent
- C) Pending and/or Potential Litigation
- D) Possible Real Estate Acquisition
- E) Deliberation Regarding Deployment of Security Personnel
8. **SUPERINTENDENT'S REPORT(S)**
- Board Tribute - Mr. Jesse Trevino
 - Professional Learning Community Studies Success Models!
 - WWII Veteran Eugene Gutierrez
- Presenter:** Dr. J. A. Gonzalez, Superintendent
9. **RECOGNITION(S)**
10. **PROCLAMATION(S)**
- A) Approval of Proclamation Regarding Deaf Awareness Week (September 20-26, 2021) 8
 Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services
Presenter: Dr. J. A. Gonzalez, Superintendent
- B) Approval of Proclamation Regarding National Suicide Prevention Awareness Month (September 2021) 10
 Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services
Presenter: Dr. J. A. Gonzalez, Superintendent
- C) Approval of Proclamation Regarding National Instructional Technology Professional Day - September 21, 2021 12
 Item Submitted: Arely Benavides, Assistant Superintendent District Operations
Presenter: Dr. J. A. Gonzalez, Superintendent
11. Approval of Memorandum of Understanding with the City of McAllen Regarding the McAllen Independent School District Discovery Center at Quinta Mazatlan 13
 Item Submitted: Arely Benavides, Assistant Superintendent District Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

12. **DONATION(S)**

13. **CONSENT AGENDA ITEMS**

- A) Approval of Request for Proposal No. 2021-1007 Career and Technology Materials, Supplies, Equipment and Related Services Discount-from-List (Round 6) 30

Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

- B) Approval of Request for Proposal No. 2021-1000R Library Books, eBooks, Textbooks, Audiovisual Materials and Instructional Reading Materials Discount-from-List (Round 8) 32

Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

- C) Approval of Request for Proposal No. 2021-1005 Professional Development, Site Licenses, Supplemental Materials, and Other Related Products and Services 34

Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

- D) Approval of Interlocal Cooperation Contract No. 2022-109 University of Texas Rio Grande Valley for Collegiate G-Force 36

Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

- E) Approval of Request for Proposal No. 2021-1020 Food, Restaurants, Catering, Fundraising, Field Trips, and Rentals (Round 5) 47

Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

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

A) Board Committee Reports

1. Instructional Services Briefing - Chair - Tony Forina
2. Human Resources Briefing - Chair - Marco Suarez
3. District Operations Briefing - Chair - Daniel Vela
4. Business Operations Briefing - Chair - Debbie Crane Aliseda
5. Board Officers Briefing - Sam Saldivar, Jr.

B) District Reports

1. Report Regarding McAllen Independent School District Naming the Boardroom at the Administration Building 49
Item Submitted: Jacob Berry, Director Community Information Office

	Presenter: Dr. J. A. Gonzalez, Superintendent	
2.	Report Regarding Enrollment Item Submitted: Arely Benavides, Assistant Superintendent District Operations	51
	Presenter: Dr. J. A. Gonzalez, Superintendent	
15.	INSTRUCTIONAL SERVICES, INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, DISTRICT OPERATIONS, BUSINESS OPERATIONS, AND BOARD OF TRUSTEES ITEMS	
A)	Instructional Services Item(s) (Dr. Rosalba De Hoyos) Instructional Leadership Item(s) (Bridgette Vieh)	
B)	Human Resources Item(s) (Todd Miller)	
1.	Approval of the Texas Association of School Board (TASB) Localized Policy Manual Update 117 (Second Reading) Item Submitted: Todd Miller, Assistant Superintendent Human Resources	75
	Presenter: Dr. J. A. Gonzalez, Superintendent	
2.	Approval of the Job Description for Coordinator of Fine Arts Item Submitted: Todd Miller, Assistant Superintendent Human Resources	76
	Presenter: Dr. J. A. Gonzalez, Superintendent	
C)	District Operations Item(s) (Arely Benavides)	
D)	Business Operations Item(s) (Cynthia Medrano Richards)	
1.	Approval of the McAllen Independent School District August Budget Amendment for Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022 Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations	79
	Presenter: Dr. J. A. Gonzalez, Superintendent	
2.	Approval of Request for Qualifications No. 2022-1008 Collection of Delinquent Taxes Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations	84
	Presenter: Dr. J. A. Gonzalez, Superintendent	
3.	Discussion of Update to McAllen Independent School District Policy CDA(LOCAL)- Other Revenues, Investments (First Reading) Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations	99
	Presenter: Dr. J. A. Gonzalez, Superintendent	
E)	Board of Trustees Item(s)	
1.	Nomination of Candidate(s) for Hidalgo County Appraisal District Board of Directors for 2022-2023 and Approval of Resolution	100
2.	Approval of Board of Education Meeting Minutes	102
a)	Regular Board Meeting - August 9, 2021 - 5:00 P.M.	

b) Board Workshop - August 16, 2021 - 4:30 P.M.

16. SCHEDULE OF FUTURE MEETINGS

- A) Regular Board Meeting - Monday, September 27, 2021 - 5:00 P.M. - Texas Our Texas room/Staff Development Building at Achieve Early College High School
- B) Special Board Meeting (Joint MISD Board and McAllen City) - Team Building- Thursday, September 30, 2021 - 5:00 P.M - 8:00. - Quinta Mazatlan
- C) Regular Board Meeting - Tuesday, October 12, 2021 - 5:00 P.M. - Texas Our Texas room/Staff Development Building at Achieve Early College High School

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

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

19. ADJOURNMENT

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

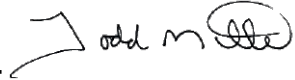
The notice for this meeting was posted in compliance with the Texas Open Meeting Act on September 10, 2021 at 4:00 P.M.

*Natalia Goza
On behalf of the Board of Trustees*

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

SUBMITTED BY: _____

SUPERVISOR: 

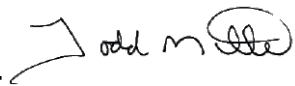
Approved for presentation to the Board of Education:



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:



7 _____
Superintendent of Schools Sep 9, 2021

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

SUBMITTED BY: *R. Lara*

SUPERVISOR: *Rosalba De Hoyos*

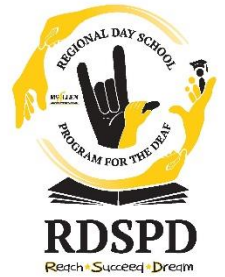
Approved for presentation to the Board of Education:

J. Alexander

8 Superintendent of Schools Sep 8, 2021



Proclamation



State of Texas
County of Hidalgo
McAllen Independent School District

Whereas, Texans who are deaf and hard of hearing are a part of the fabric of the history of the Lone Star State; and

Whereas, Each September, organizations across Texas work to raise awareness on behalf of our fellow Texans and neighbors who are deaf and hard of hearing and to promote available resources for the educational and effective communication needs of these Texans; and

Whereas, We encourage all Texas to recognize, support, and celebrate the many unique and individual achievements of those Texans who are deaf and hard of hearing. We thank the many professionals and educators dedicated to assisting their fellow Texans, and for their many contributions focused on aiding those who are deaf and hard of hearing in Texas;

Now Therefore, I, Tony Forina, Vice-President, Board of Trustees of the McAllen Independent School District, do hereby proclaim that the week of September 20-26, 2021 be observed as:

“Deaf Awareness Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 13th day of September 2021.

Tony Forina, Vice-President, Board of Trustees
McAllen Independent School District

Attest:

Debbie Crane Aliseda, Secretary, Board of Trustees
McAllen Independent School District

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

SUBMITTED BY: *Adrian Garza (Fam Treat)*

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:

J. X. O'Connell

10 _____
Superintendent of Schools Sep 8, 2021



Proclamation

State of Texas
County of Hidalgo

McAllen Independent School District

Whereas, every year, millions of Americans are directly affected by suicides and hundreds of thousands of suicide attempts made by friends or loved ones - nonetheless, suicide is preventable; and

Whereas, public awareness of this arising health issue is the key to preventing further suffering and loss of life. The risk of suicidal ideations may also be reduced through education and treatment; hence, during the month of September a suicide awareness campaign, along with suicide prevention trainings, are being observed in commemoration of "National Suicide Prevention Awareness Month." and

Whereas, showing care and concern to someone who may be vulnerable to suicide can make a difference. All of us have the opportunity and responsibility to help deal with this growing issue; and the McAllen Independent School District encourages everyone to reach out and help anyone at risk of suicide; and in the case that any person needs immediate assistance for a psychiatric crisis they can call our local crisis hotline at (877) 289-7199.

Now Therefore, I, Sam Saldivar Jr., President, Board of Trustees of the McAllen Independent School District, do hereby proclaim that September as National Suicide Prevention Awareness Month and to be observed as:

"National Suicide Prevention Awareness Month"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 13th day of September 2021.

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

Attest:

Debbie Crane Aliseda, Secretary, Board of Trustees
McAllen Independent School District



Proclamation

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

Whereas, McAllen ISD’s information technology professionals lead and ensure stewardship, security, and modernization of the District’s Information Technology assets and infrastructure in an increasingly digital and virtual society; and

Whereas, September 21, 2021, is recognized as National Information Technology Professionals Day, which celebrates the profound impact that IT experts and partners have on developing, leveraging, and implementing new, emerging technologies for the benefit of all; and

Whereas, Information Technology Appreciation Week recognizes and celebrates the immense contributions that information technology professionals provide to enabling education and sustaining the business of the District in a manner that is quick, efficient and beneficial to all;

Now Therefore, I, Debbie Crane Aliseda, Secretary, Board of Trustees of the McAllen Independent School District do hereby proclaim the week of September 20-24, 2021, as

“Information Technology Professionals Appreciation Week”

IN WITNESS WHERE OF, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 13th day of September, 2021.

Debbie Crane Aliseda, Secretary, Board of Trustees
McAllen Independent School District

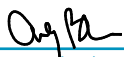
Attest:

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

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

SUBMITTED BY: _____

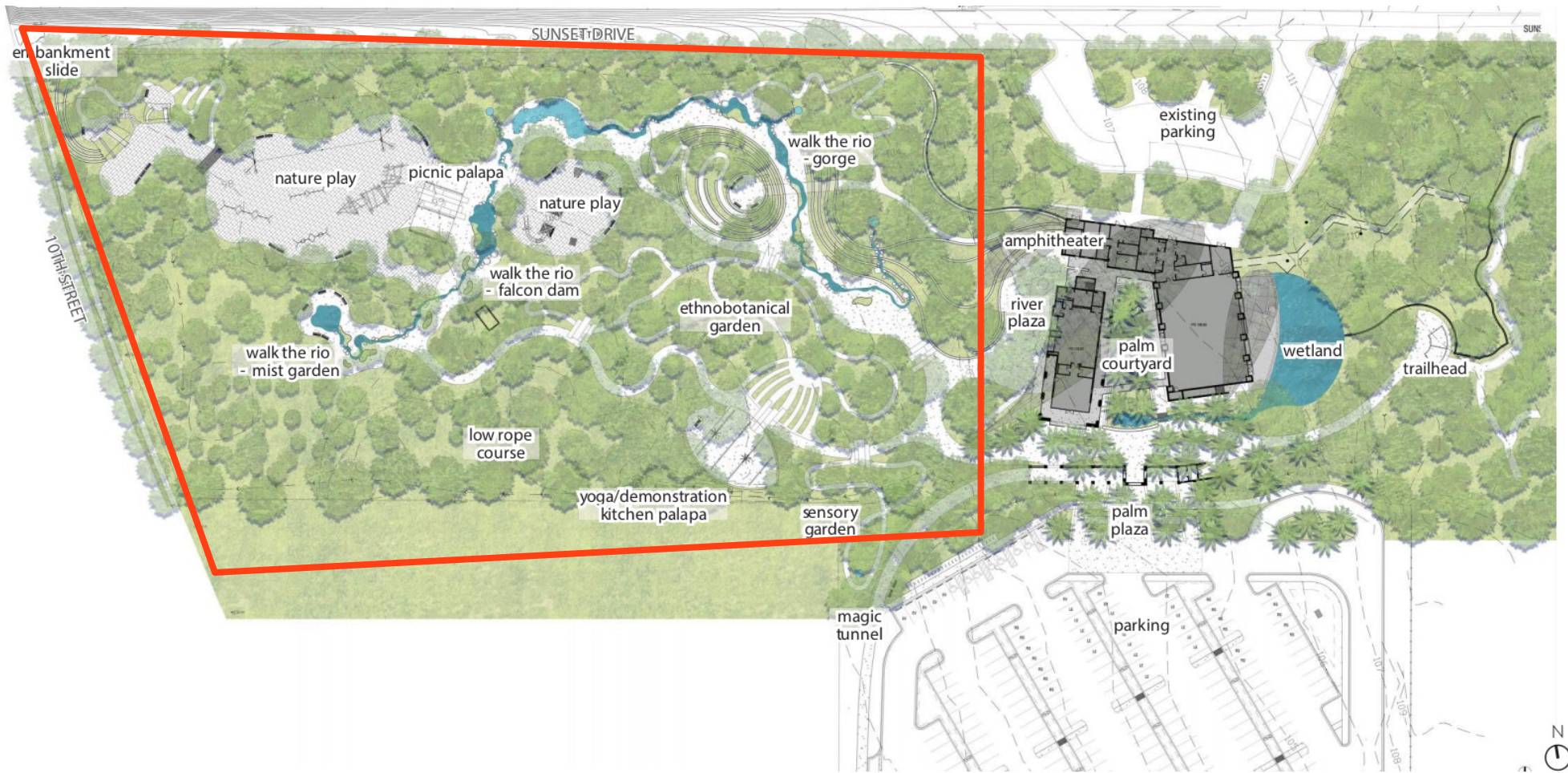
SUPERVISOR: 
Arely Benavides (Sep 8, 2021 12:02 CDT)

Approved for presentation to the Board of Education:



13 _____
Superintendent of Schools

Learning Enrichment Activities Program (LEAP)



QUINTA MAZATLAN WORLD BIRDING CENTER

INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract (this "Contract") is entered into effective September 1st, 2021 ("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 Parties: McAllen Independent School District, sometimes referred to as ("MISD"), a local school district authorized by the State of Texas.

Performing Party City of McAllen, Quinta Mazatlán, sometimes referred to as ("City"), a home rule municipal corporation.

PURPOSE:

The purpose of this contract is to provide services to MISD by the City. The services include educational driven programs through its center facility to Receiving Party. This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

City will perform the following work and services described on Exhibits shown below and comply with all the terms and conditions of the Contract (the "Contract Documents").

- Exhibit "A" for 3rd Grade
- Exhibit "B" for 5th Grade
- Exhibit "C" for 7th Grade
- Exhibit "D" for AP Environmental Science and Aquatic Science

City will provide environmental programs, guided tours and curriculum materials for teachers and students services.

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; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing the Contract on its behalf is authorized by its governing body to sign this Contract.

CONTRACT AMOUNT: The total amount of this Contract shall not exceed:

- Exhibit "A" for 3rd Grade – shall not exceed \$10,850.00
- Exhibit "B" for 5th Grade – shall not exceed \$11,900.00
- Exhibit "C" for 7th Grade – shall not exceed \$2,520.00
- Exhibit "D" for AP Environmental Science & Aquatic Science – shall not exceed \$5,600

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactory performed under this Contract.

Payments made under this Contract (1) are based on cost recovery, (2) will fairly compensate 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:

- Exhibit "A" for 3rd Grade – September 1st, 2021 – May 31, 2022
- Exhibit "B" for 5th Grade – September 1st, 2021 – May 31, 2022
- Exhibit "C" for 7th Grade – September 1st, 2021 – May 31, 2022
- Exhibit "D" for Environmental Science & Aquatic Science – September 1st, 2021 – May 31, 2022

NOTICES:

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitting 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 Performing Party: City of McAllen
 Attn: Quinta Mazatlán
 600 Sunset Drive
 McAllen, Texas 78503

If to Receiving Party: McAllen ISD
 2000 N. 23rd St.
 McAllen, Texas 78501
 Phone: (956) 632-3241
 Fax: (956) 632-8848

or such 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 Receiving Party intends to deliver written notice to Performing Party pursuant to Section 2251.054, Texas Government Code, then Receiving Party will send that notice to Performing Party as follows:

City of McAllen
Attn: Quinta Mazatlán
600 Sunset Drive
McAllen, TX 78503

or other person or address as may be given in writing by Receiving Party to Performing Party in accordance with this Section.

TERMINATION:

Either party may terminate this Contract upon thirty (30) days advance written notice of termination to the other party.

OTHER PROVISIONS:

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.

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

Severability. If anyone or more of the provisions contained in the 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:
McAllen Independent School District

PERFORMING PARTY:
Name: City of McAllen, Quinta Mazatlán

By: *Sam Saldivar, Jr.*
Sam Saldivar, Jr. (May 28, 2021 15:56 CDT)

Sam Saldivar
Board President

By: *R. Rodriguez*

Roel "Roy" Rodriguez
City Manager

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

By: *Stephen L. Crain*
Stephen L. Crain (Apr 28, 2021 16:55 CDT)

Stephen L. Crain

Approved as to form:

By: *Isaac Tawil*

Isaac Tawil, City Attorney

EXHIBIT "A" "3RD GRADE CONTRACT"

DEFINITION OF SERVICES

Contractor shall provide the following services to District at a rate of \$7.00 per student, not to exceed \$10,850 during this Contract term:

- Environmental Education Program titled:

HABITATS, ADAPTATIONS & LIFE CYCLES

The program is for all District students in Grade Three (3) and will include a hands on classroom lesson and guided interpretative tour on the trails.

- Schedule is as follows:

Departure from School Campus	8:15 am
Arrival at Quinta Mazatlán	8:45 am - 8:55 am
Program begins at Quinta Mazatlán	9:00 am
Departure from Quinta Mazatlán	1:00 pm

NOTE: The children have lunch at Quinta Mazatlán following their educational program. Lunch is the responsibility of the school. School is to pack lunches in igloos that can be carried off the bus by MISD staff. Quinta Mazatlán provides tables, chairs and recycling bins for the lunch.

- If inclement weather prohibits outside time on the trails, Quinta Mazatlán has designed equivalent lesson for indoor and patio delivery of the program.
- All hands-on materials for the on sight environmental program are provided by the Contractor.
- Contractor asks District to provide 1 Adult Chaperone (teacher OR parent) for every 10 students.
- Contractor asks for the MISD teachers to please complete a short Evaluation Form, prior to leaving Quinta Mazatlán.

EXHIBIT "B" "5TH GRADE CONTRACT"
DEFINITION OF SERVICES

Contractor shall provide the following services to District at a rate of
\$7.00 per student, not to exceed \$11,900 during this Contract term:

- Environmental Education Program titled:

CONNECTIONS IN THE ECOSYSTEM

The program is for all District students in Grade Five (5) and will include a hands on
classroom lesson and guided interpretive tour on the trails.

- Schedule is as follows:

Departure from School Campus	8:15 am
Arrival at Quinta Mazatlán	8:45 am - 8:55 am
Program begins at Quinta Mazatlán	9:00 am
Departure from Quinta Mazatlán	1:00 pm

NOTE: The children have lunch at Quinta Mazatlán following their educational program. Lunch is the responsibility of the school. School is to pack lunches in igloos that can be carried off the bus by MISD staff. Quinta Mazatlán provides tables, chairs and recycling bins for the lunch.

- If inclement weather prohibits outside time on the trails, Quinta Mazatlán has designed equivalent lesson for indoor and patio delivery of the program.
- All hands-on materials for the on sight environmental program are provided by the Contractor.
- Contractor asks District to provide 1 Adult Chaperone (teacher OR parent) for every 10 students.
- Contractor asks for the MISD teachers to please complete a short Evaluation Form, prior to leaving Quinta Mazatlán.

EXHIBIT "C" "7th GRADE CONTRACT"
DEFINITION OF SERVICES

Contractor shall provide the following services to District at a rate of
\$7.00 per student, not to exceed \$2,520 during this Contract term:

- Environmental Education Program titled:

SAVE THE BIOME!

The program is for all District students in Grade Seven (7) and will include a hands-on classroom lesson and guided interpretive tour on the trails.

- Schedule is as follows:

Departure from School Campus	8:15 am
Arrival at Quinta Mazatlán	8:45 am - 8:55 am
Program begins at Quinta Mazatlán	9:00 am
Departure from Quinta Mazatlán	1:00 pm

NOTE: The children have lunch at Quinta Mazatlán following their educational program. Lunch is the responsibility of the school. School is to pack lunches in igloos that can be carried off the bus by MISD staff. Quinta Mazatlán provides tables, chairs and recycling bins for the lunch.

- If inclement weather prohibits outside time on the trails, Quinta Mazatlán has designed equivalent lesson for indoor and patio delivery of the program.
- All hands-on materials for the on sight environmental program are provided by the Contractor.
- Contractor asks District to provide 1 Adult Chaperone (teacher OR parent) for every 10 students.
- Contractor asks for the MISD teachers to please complete a short Evaluation Form, prior to leaving Quinta Mazatlán.

EXHIBIT "D" "HIGH SCHOOL AP ENVIRONMENTAL SCIENCE AND AQUATIC SCIENCE CONTRACT"

DEFINITION OF SERVICES

Contractor shall provide the following services to District at a rate of \$7.00 per student, not to exceed \$5,600 during this Contract term:

- Environmental Education Program titled:

AQUATIC FIELD SCIENCE DAY

The program is for all District students in High School AP Environmental Science and Aquatic Science and will include a hands-on classroom lesson and guided interpretive tour on the trails.

- Schedule is as follows:

Departure from School Campus	8:15 am
Arrival at Quinta Mazatlán	8:45 am - 8:55 am
Program begins at Quinta Mazatlán	9:00 am
Departure from Quinta Mazatlán	1:00 pm

NOTE: The children have lunch at Quinta Mazatlán following their educational program. Lunch is the responsibility of the school. School is to pack lunches in igloos that can be carried off the bus by MISD staff. Quinta Mazatlán provides tables, chairs and recycling bins for the lunch.

- If inclement weather prohibits outside time on the trails, Quinta Mazatlán has designed equivalent lesson for indoor and patio delivery of the program.
- All hands-on materials for the on sight environmental program are provided by the Contractor.
- Contractor asks District to provide 1 Adult Chaperone (teacher OR parent) for every 10 students.
- Contractor asks for the MISD teachers to please complete a short Evaluation Form, prior to leaving Quinta Mazatlán.

MEMORANDUM OF UNDERSTANDING

between the

The City of McAllen

and

McAllen Independent School District

This Memorandum of Understanding (“MOU”) between the City of McAllen, Texas (“City”), and McAllen Independent School District (“MISD”). Collectively, City and MISD may be referred to as the “Parties.” The purpose of the MOU is to define the collaboration between the parties in support of the proposed McAllen ISD Discovery Center as a part of the larger Center for Urban Ecology at Quinta Mazatlán containing over 11 educational pods and educational opportunities to be constructed by the City in collaboration with MISD and other community partners.

A. Purpose – Collaboration on the Establishment of the Center for Urban Ecology at Quinta Mazatlán

Quinta Mazatlán, owned by the City, is an urban sanctuary working to enrich people’s lives by sharing knowledge about birds, plants, and environmental stewardship in South Texas. The City is committed to further development of Quinta Mazatlán. MISD is committed to supporting the plan and advancing its relationship with the City at Quinta Mazatlán through expanding educational opportunities for MISD students, focusing on research issues that impact the Rio Grande Valley, and establishing strong and productive partnerships that enrich educational opportunities to meet the comprehensive needs of MISD students.

To that end, City, as part of the construction of the Center for Urban Ecology at Quinta Mazatlán, plans to include, with the financial contribution of MISD, a non-exclusive area named the McAllen ISD Discovery Center at Quinta Mazatlán (the “Project”), which will result in improvements to physical space at the site as well as the investment of intellectual capital required for research and teaching on the topic of ecology and sustainable management of urban ecosystems and the nature and agroecosystems that they displace. To accomplish this goal, the City proposes to create outdoor educational amenities to provide services to students, teachers, and families. Amenities related to student learning in the MISD Discovery Center are anticipated to include: an Outdoor Learning Pavilion, Health & Wellness Pavilion, Educational Ethnobotanical Garden, Leadership Low Ropes Course, Sensory Garden, Exercise & Nature Trails, Interpretive Rio Grande River History Walk and more (the “Project”) generally described within the red box on the attached Exhibit “A”.

B. MISD Statement of Commitments

In support of the development and implementation of the Project consistent with MISD's core priorities, MISD agrees to invest financial, physical and intellectual capital in the Quinta Mazatlán as follows:

1. MISD shall pay four million and no/100 dollars (\$4,000,000.00) to the City toward the cost of the Project which is estimated to be in excess of \$8,000,000. MISD shall make payment of such funding as follows: upon execution of this MOU MISD shall pay to the City an amount of one million two hundred fifty thousand and no/100 dollars (\$1,250,000.00) to reimburse the City for documented costs incurred by the City in the actual cost of design and land acquisition already expended upon the Project within 30 days after reasonable evidence of expenses is submitted. The remaining balance of MISD's financial commitment to the Project, an amount not to exceed two million seven hundred fifty thousand and no/100 dollars (\$2,750,000), shall be paid on a reimbursement basis as costs and expenses are incurred by the City. Such reimbursement shall be paid within 30 days after City provides MISD reasonable evidence that supports the proof of expenditure of such costs and expenses. Funds will be used to construct non-exclusive student learning amenities in a general area to be called McAllen ISD Discovery Center which will be located within Quinta Mazatlán.
2. MISD shall further develop academic collaborations within the UTRGV Center for Urban Ecology in terms of programming and interaction with professors/graduate students aimed at developing and enhancing sustainability and environmental practices that will increase education, awareness, and environmental stewardship among members of the community throughout the Rio Grande Valley and beyond.
3. MISD shall promote and foster educational and research opportunities for MISD students throughout the curriculum, including the sciences and the social sciences, among other disciplines.
4. MISD shall develop proposals for external funding aimed at increasing academic and research initiatives to complement its student learning amenities.
5. Subject to the rules, regulations, policies, booking policies and pricing for the use of Quinta Mazatlán facilities, MISD shall be permitted to use Quinta Mazatlán facilities, including the McAllen ISD Discovery Center, for regional, national, and international events and conferences in areas related to the abovementioned collaborations; for 25 years after the execution of this MOU, MISD shall be entitled to a 50% discount off the rate for use of the McAllen ISD Discovery Center during regular business hours.
6. Additionally, in further consideration for MISD's contributions under this MOU, for the first seven years following the opening the McAllen ISD Discovery Center, MISD shall pay the lower of \$3.50 per child or rates charged by the City to other local school districts for services rendered and described in that certain Interlocal Cooperation Contract entered

effective September 1, 2021 between the parties. A copy of the said Interlocal Cooperation Contract is attached hereto as Exhibit "B".

C. City Statement of Commitments

In support of the development and implementation of the Project, the City agrees to collaborate in developing and establishing the Project in the Quinta Mazatlán as follows:

1. The City shall prepare all plans and construction documents for the construction of the Project in a manner consistent with Texas law for the Project and will endeavor to complete construction of the Project at Quinta Mazatlán contemplated by this MOU by December 2024. Provided however, delays in completion of the Project not caused by the direct action or inaction of the City shall not be a breach of the obligation set forth in this paragraph.
2. City shall work in good faith with MISD to promote the City/MISD collaboration created under this agreement. Promotion of this commitment and partnership is contemplated to be highlighted through a monument sign featured at the entrance to the McAllen ISD Discovery Center area which will bear the generally appearance as depicted on the artist's rendition attached Exhibit "B". This monument sign will be erected together with other signs highlighting the contributions and commitments of MISD and other community sponsors featured within the Center for Urban Ecology.
3. Upon completion of the construction of the Project, the City, at the City's expense, shall provide adequate maintenance service to the Project which shall include keeping all improvements in a safe and functional condition.

D. Mutual Obligations

1. The financial commitments listed above are intended as binding on the Parties.
2. The parties agree that MISD shall not be obligated to carry insurance for the Project, other than insurance which may be required by MISD's actual use of the Project or other facilities at Quinta Mazatlán. MISD's liability is limited to MISD's actual use or misuse of the Project or other Property of at Quinta Mazatlán.
3. This agreement 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. 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 unenforceable shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.
5. In the event MISD or City breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.
6. Neither MISD nor the City shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God or natural disaster such as but not limited to violent storm, hurricane, tornado, flood, damage or destruction by lightning, drought, explosion; strike, lockout, material or labor shortage; restrictions by any governmental authority, any act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction; civil riot, civil disobedience, act of terrorism, hostile attack, sabotage; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions and any other cause not reasonably within the control of MISD or the City, and which by the exercise of due diligence by MISD or the City is unable, wholly or in part, to prevent or overcome.
7. Both parties desire to resolve disputes without litigation. Before any dispute between MISD and the City related to this Agreement which is not resolved through informal discussion can be litigated it will first be submitted to a nonbinding mediation by a mutually acceptable mediator or mediation service. The parties to the mediation shall bear the mediation costs equally.
8. 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:

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

If to the City: City of McAllen
 Attention: Roel "Roy" Rodriguez, P.E., City Manger
 1300 Houston Ave
 McAllen, Texas 78501

With copies to:

Mr. Isaac J Tawil
City Attorney
City of McAllen
PO Box 220
McAllen, Texas 78505-0220

Atlas, Hall & Rodriguez, LLP
Attention: Stephen L. Crain
PO Drawer 3725
McAllen, Texas 78502

9. This MOU constitutes the entire understanding between the parties and supersedes any and all other agreements, orally or in writing, between the parties with respect to the subject matter discussed herein, and no prior or contemporaneous agreement, written or oral, will be binding or valid. No amendment to this MOU shall be effective unless reduced to writing and signed by an authorized representative of each party.

10. This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU and all of which taken together will be deemed to constitute one and the same document.

This MOU is effective as of the last date signed below:

By _____
Sam Saldivar, Jr., President
McAllen Independent School District

By _____
Javier Villalobos, Mayor
City of McAllen

Date _____



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

SUBMITTED BY: *Lilia Sandoval Silva*

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:

J. X. O'Connell

30 _____
Superintendent of Schools

2021-1007

RFP - Career and Technology Materials, Supplies, Equipment and Related Services Discount-from-List (Round 6)

No.	Responding Supplier	City	State	Recommendation
1	A V Pro, Inc.	Desoto	TX	Qualified
2	Childswork/Childsplay (Prevention Products & Services, Inc.)	Bohemia	NY	Qualified
3	D&J Site Construction LLC	Elsa	TX	Qualified
4	iMar Learning Solutions LLC	Van Alstyne	TX	Qualified
5	Norma's Create and Learn Stands, LLC	Rio Grande City	TX	Qualified
6	Rolling Hills Publishing, LLC (Michael Edmond Gray)	Ozark	MO	Qualified
7	Visual Techniques, Inc	LONGVIEW	TX	Qualified
8	Vivid Learning Systems dba Health & Safety Institute	Kennewick	WA	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

SUBMITTED BY: *Jenny Ann Vega*

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:

J. X. O'Sullivan

32
Superintendent of Schools

2021-1000R

RFP - Library Books, e-Books, Textbooks, Audiovisual Materials and Instructional Reading Materials
Discount-from-List (Round 8)

No.	Responding Supplier	City	State	Recommendation
1	Bedford, Freeman & Worth Publishing Group LLC	Hamilton	NJ	Qualified
2	Blending Education (Veronica Elizabeth Volz)	Cookeville	TN	Qualified
3	Lexia Learning System	Concord	MA	Qualified
4	Magazine Subscription Service Agency (Richard O. Emmons dba)	New Port Richey	FL	Qualified
5	MaryRuth Books	Chagrin Falls	OH	Qualified
6	Rolling Hills Publishing (Michael Edmond Gray)	Ozark	MO	Qualified
7	Sirius Education Solutions	Austin	TX	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

Alexandra Dominguez
SUBMITTED BY: _____

Rosalba De Hoyos
SUPERVISOR: _____

Approved for presentation to the Board of Education:

J. X. Ocasio

34 _____
Superintendent of Schools

RFP Professional Development, Site Licenses, Supplemental Materials, Other Related Products and Services

	Responding Supplier	City	State	Recommendation
1	Billingsley Education	San Clemente	CA	Qualified
2	CEV Multimedia, Ltd.	Lubbock	TX	Qualified
3	Change Consulting Group, LLC (Marta Pickard, M.Ed.)	Houston	TX	Qualified
4	CharacterStrong	Puyallup	WA	Qualified
5	Communities in Schools of Hidalgo County, Inc.	McAllen	TX	Qualified
6	Crick Software, Inc.	Westport	CT	Qualified
7	DeltaMath Solutions Inc.	Larchmont	NY	Qualified
8	Dorian Business System	Bloomington	MN	Qualified
9	Fasttrack Teaching Materials	Springfield	VA	Qualified
10	Generation Genius, Inc.	Sherman Oaks	CA	Qualified
11	Kaduceus Holdings Inc.	Houston	TX	Qualified
12	Kishmorr Productions, LLC	HUFFMAN	TX	Qualified
13	lead4ward, LLC	PLANO	TX	Qualified
14	LibraryTrac	Culpeper	VA	Qualified
15	Montessori Services	Santa Rosa	CA	Qualified
16	More Than A Teacher	Austin	TX	Qualified
17	Multi-Health Systems Inc.	TORONTO	ON	Qualified
18	NoRedInk Corp.	San Francisco	CA	Qualified
19	Notable Inc. Kami	West Hollywood	CA	Qualified
20	Nystrom Education;The Center for Learning;MindSparks;The Writing Company;Interact;Good Year Books;School Counselor Resources;Classroom Health Resource (Social Studies School Service)	Culver City	CA	Qualified
21	Rivera Educational Consulting	Edinburg	TX	Qualified
22	Rolling Hills Publishing (Michael Edmond Gray)	Ozark	MO	Qualified
23	Savvas Learning Company LLC	Paramus	NJ	Qualified
24	Summit K12 Holdings Inc	Austin	TX	Qualified
25	TinyEYE Therapy Services (TinyEYE Technologies)	Saskatoon	SK	Qualified
26	Trevino's Digital Photography, Inc	Pharr	TX	Qualified
27	Vernier Software & Technology LLC	Beaverton	OR	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

SUBMITTED BY: *Rosalba De Hoyos*

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:

J. X. O'Leary

36 _____
Superintendent of Schools

INSTRUCTIONS FOR 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 Go Center Program
Attn: Cynthia Walls, Director for P-16 Outreach and Testing Services
cynthia.walls01@utrgv.edu
Nallely Salinas, Program Coordinator,
nalleli.salinasloredo@utrgv.edu

*in efforts to go paperless as well as to expedite your contract, we accept scanned copies. If you would like to mail your agreement, you are welcome to mail it to the following address:

UTRGV P-16 Outreach & Testing Services
(Go Center Program)
Attn: Cynthia Walls/Nallely Salinas
The University of Texas Rio Grande Valley
1201 W. University Dr., EMLH 2.204
Edinburg, TX 78539

3. Once the copy has been signed at UTRGV, we will return the completed copy to your office for your records.
4. If you have any questions, please contact Nallely Salinas at 956-665-7598 or via e-mail at nalleli.salinasloredo@utrgv.edu respectively.

**2021-2022 Texas Work Study Mentorship Program
Go Center**

Interlocal Cooperation Contract

District: McAllen ISD

Address: 2000 N. 23rs Street

McAllen, TX. 78501

Contact: Jody Pena

Phone: 956-618-6098

E-mail: jody.pena@mcallenisd.net

Submit to:

**P-16 Outreach & Testing Services
1201 W. University Drive
Emilia Hall- Room 2.204**

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this “**Contract**”) is entered into effective **September 1, 2021** (“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:

This proposed **Interlocal Cooperation Contract** is between **The University of Texas Rio Grande Valley** and high schools within the McAllen Independent School District.
Name of School District

PURPOSE:

The purpose of this contract is to implement the Texas Work Study Student Mentorship Program (Collegiate G-Force Mentorship) at local high schools. The program’s goal is to assist in generating a college-going culture among high school students and the community at large. The program is designed to provide access to college, career, and financial aid information for students in the South Texas Region. Eligible college students work at participating eligible institutions to mentor high school students to help create a college-going culture. College students provide mentoring and/or tutoring services to high school students or college students on their college campus. This initiative is in line with the goals of The Texas Higher Education Coordinating Board (THECB) 60X30TX strategic plan.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (“services”):
Receiving Party and Performing Party working with the Texas Higher Education Coordinating Board (THECB) to support the following common goals:

- To encourage students to pursue post-secondary education.
- To provide students and parents with the career, college access, and financial aid information they need to plan and prepare for college.
- To provide information to best serve students and parents and to demonstrate the effectiveness of the Performing Party Program.

Performing Party will perform the following services:

- Appoint a Program Coordinator to serve as the communication liaison between the Receiving Party, Performing Party, and THECB.
- Ensure University Staff and Collegiate G-Force (C.G.F.) complete a criminal background check.
- Recruit, screen, deploy, and monitor C.G.F. mentors to mentor students through the partnering agencies via funds from the program.
- Provide assistance to the Receiving Party concerning the respective roles of the appointed Go-Center Site Supervisor and provide C.G.F. mentors to help facilitate activities via in-person, virtual, or a hybrid model.
- Provide training for Go Center Site Supervisors and Collegiate and High School G-Force on how to spread the college-going message among students and parents that college is affordable, possible, and desirable.

- Assign C.G.F. mentors for the term of this agreement (or as funding allows) to designated partnering agencies for academic engagement activities to promote college awareness and participation among students and parents.
- Provide services to high school students via in-person, virtual, or hybrid model a general overview of the college experience, college and course selection, test preparation, financial literacy, completion of financial aid, and admission application submission.
- Where applicable, work with Receiving Party to schedule the project's Go Center grand opening celebration at their respective locations.
- Work with Receiving Party's designated sponsor to develop a schedule indicating their hours of operation.
- Monitor project activities through annual reports from mentors and receiving Party to report to THECB.
- Provide a report to the THECB summarizing how and to what extent the Performing Party C.G.F. mentors assisted at their respective partnering agencies.
- Provide a minimum of 1 mentor per designated partnering agency, for a min of 8 hours a week, contingent on funding and student availability.

Receiving Party will perform the following services:

- Participate in a mandatory school partner training hosted at UTRGV
- Designate a space to serve as the "Go Center" at school; a physical location with computer and internet access is required for in-person services. The location must display college readiness materials, including information about Free Application for Federal Student Aid (FAFSA), Apply Texas, and other college-going materials.
- Designate an approved school district room and/or virtual platform to serve as the "Go Center" and provide links for the performing Party to access.
- Designate/appoint a school employee or individual authorized by the school to serve as Go Center Counselor or liaison and to provide supervision of the Go Center and G-Force Mentors. This individual will serve as the main point of communication for the university managing the program (UTRGV P-16 Outreach & Testing Services)
- Encourage the establishment of a peer-led center with the partnering agency to maximize a college-going culture. Encourage teachers and high school staff to utilize the G.O. Center and reinforce the importance of the location on campus.
- Collaborate with Collegiate G-Force mentor to establish a set schedule and maximize time at the high school campus. Also, scheduling meetings/sessions with students as mentors will be required to conduct presentations and sessions at their assigned campus.
- **Require that all students visiting Go Center sign in and check off any activities completed during their visit to the center.**
- **Submit Go Center monthly reports by the 5th of each month** (if this falls on a weekend, reports are due the next business day). Forms and training will be provided by Performing Party.
- Assigned counselor/personnel shall provide the following aggregate supporting data for the Work Study Mentorship Program: number of students who graduate & applied to a 4-yr institution, number of students who graduate & applied to a 2-yr institution, number of students who graduate & applied to a technical college, 2021-2022 graduation class numbers, scholarship awards, university scholarships, financial aid awards, local scholarship amount award, major scholarships amount award. Collected data is needed by June 10, 2022.
- Utilize a tracking system provided and maintained by the Institution of Higher Education; and encourage teachers and students to use the program facilities and foster an expectation of college attendance (i.e., reinforcing the knowledge that post-secondary education is affordable and possible, and the belief that it is desirable).

Both Parties will:

- Work to meet the goals of the 60x30TX plan.
- Inform the partner(s) of any scheduling changes that may impact service delivery.
- Develop a method of communicating needs and challenges.
- Remain in compliance with the Family Educational Rights and Privacy Act (FERPA): The Family Educational Right and Privacy Act, FERPA, 20 U.S.C. Section 1232g, and the implementing federal regulations, 34 CFR Part 99, is a federal law regarding the privacy of student records and the obligations of the institution, primarily in the areas of release of the records and the access provided to these records; and
- Collaborate to encourage students to pursue post-secondary education.
- Services can be modified to a virtual platform if needed due to the COVID-19 pandemic.

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 Section 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.

Both parties will remain in compliance with the Family Educational Rights and Privacy Act (FERPA): The Family Educational Rights and Privacy Act, FERPA, 20 U.S.C. Section 1232g, and the implementing federal regulations, 34 CFR Part 99, is a federal law regarding the privacy of student records and the obligations of the institution, primarily in the areas of release of the records and the access provided to these records;

TERM:

The term of this contract begins on the Effective Date and expires on **August 31, 2022.**

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 e-mail (to the extent an e-mail address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail 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 e-mail (to the extent an e-mail address is set forth below), when received:

If to Receiving Party:

District Name: McAllen ISD
Attention: Jody Pena (District Office Contact)
Title: College Readiness Coordinator
Secretary: Estella Rhyne
Phone: 956-618-6098
Fax: N/A
Email: jody.pena@mcallenisd.net

with copy to:

School Name(s): See Attached
Attention: _____ (School Principal)
Title: _____
Secretary: _____
Phone: _____
Fax: _____
Email: _____

and:

School Name(s): _____
Attention : _____ (Counselor or designee)
Title: _____
Secretary: _____
Phone: _____
Fax: _____
Email: _____

If to Performing Party: The University of Texas Rio Grande Valley
1201 W. University Drive
Edinburg, TX 78539 E-
mail: evpfa@utrgv.edu
Fax: (956) 665-2307
Attention: Rick Anderson
Executive Vice President for Finance and Administration

with copy to: The University of Texas Rio Grande Valley
1201 W. University Drive
Edinburg, TX 78539
Email: alex.valdez@utrgv.edu
Fax: (956) 665-2164
Attention: Alex Valdez
Chief Procurement Officer

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.

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 the 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.

The participating parties agree to the terms outlined above for the
2021-2022 **academic year, with plans to review these terms at the conclusion of noted**
academic year.

RECEIVING PARTY:

McAllen ISD (District)

By: _____

Name: Sam Saldivar Jr.

Title: Board of Trustees President

Date: _____

Approved as to form:
Atlas, Hall & Rodriguez LLC

by: *Stephen L. Crain*

Stephen L. Crain

PERFORMING PARTY:

The University of Texas Rio Grande Valley

By: _____

Dr. Maggie Hinojosa
Sr. VP Strategic Enrollment and Student Affairs
The University of Texas Rio Grande Valley

Date: _____

By: _____

Rick Anderson
Executive Vice President for Finance and
Administration
The University of Texas Rio Grande Valley

Date: _____

By: _____

Dr. Janna Arney
Deputy President/Interim Provost

Date: _____

McAllen ISD High Schools & Counselors

HIGH SCHOOL	COUNSELOR CONTACT	PHONE	EMAIL
McAllen High School	Nelda Gutierrez	956-618-9714	Nelda.gutierrez@mallenisd.net
Memorial High School	Maria Carrillo	956-632-5242	Maria.carrillo2@mcallenisd.net
Rowe High School	Maryiel Garcia	956-657-5161	Maryiel.garcia@mcallenisd.net
Achieve Early College H. S.	Sonya Carrera	956-971-4208	Sonya.carrera@mcallenisd.net
Lamar Academy H. S.	Eddie Lopez, Jr.	956-632-3307	Eduardo.lopezjr@mcallenisd.net

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

Alexandra Dominguez
SUBMITTED BY: _____

Cynthia Medrano-Richards
SUPERVISOR: _____

Approved for presentation to the Board of Education:

J. Alexander

47 _____
Superintendent of Schools

RFP Food, Restaurants, Catering, Fundraising, Field Trips, and Rentals (Round 5)

	Responding Supplier	City	State	Recommendation
1	CGS Enterprise LLC DBA Marco's Burgers and More	Mission	TX	Qualified
2	Pappa's Pizza Inc.	Alton	TX	Qualified
3	RGV YARD CARDS, LLC	MCALLEN	TX	Qualified
4	Texas Photography Solutions (Fonseca-Gonzalez, Inc.)	McAllen	TX	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: September 13, 2021

SUBJECT: Report Regarding McAllen Independent School District Naming the Boardroom at the Administration Building

REFERENCE: Goal 2/Strategy 2: People Development

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION: On August 9, 2021, the McAllen Independent School District Board of Trustees announced the intent to name the boardroom located in the Administration Building at 2000 North 23rd Street McAllen, Texas.

A Facility Naming Committee (FNC) has been comprised and are in communication with Felicia Villarreal, Assistant Director of Community Information. The FNC has a goal of naming the McAllen ISD Administration Boardroom by this October. Submissions from the community are highly encouraged and have a deadline of September 15, 2021.

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: *Felicia M. Villarreal*
[Felicia M. Villarreal \(Sep 9, 2021 12:20 CDT\)](#)

SUPERVISOR: *J.B.*
[Jacob Berry \(Sep 9, 2021 12:21 CDT\)](#)

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. Adansalby

49

Superintendent of Schools

Sep 9, 2021

Naming of Administration Building Boardroom

Update as of:
September 10, 2021



Call for Nominations:

- Website
- Newspaper
- Social Media
- McAllen ISD Honor Roll Newsletter
- Scoreboard- Home Games

Facility Naming Committee Meetings:

- 09/08/2021- Zoom Meeting- all committee members were present (one in person), it was determined that no one committee member could submit a nomination, all committee members agreed to share call for nominations on personal social media pages.
- 09/20/2021- Zoom Meeting
- 10/04/2021- In-Person Meeting


Next Steps:

- Deadline for Submissions- Wednesday, 09/15/2021
- The committee is prepared to begin reviewing packets the week of 09/20/2021
- Next Board update- 09/27/2021

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

SUBMITTED BY: 

SUPERVISOR: 
Arely Benavides (Sep 8, 2021 16:19 CDT)

Approved for presentation to the Board of Education:



51 Superintendent of Schools



INDEPENDENT SCHOOL DISTRICT

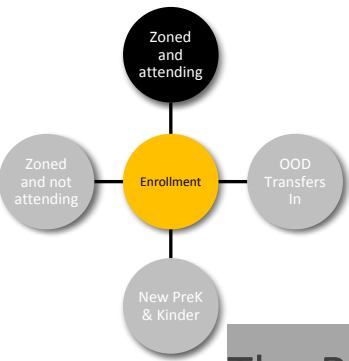
BOY Data, Leavers, Recruitment & Recapture

September 2021

Lisa Cavazos, Director

Strategic Partnerships & Student Outreach

What is the Beginning of Year (BOY) Survey



The BOY survey is administered to all parents beginning at 9 a.m. on the first day of school. The survey is open until 9 a.m. on the following Monday.

Total responses

2019-20: 1,011 (first year of survey)

2020-21: 2,313 (129% increase)

2021-22: 3,187 (38% increase)

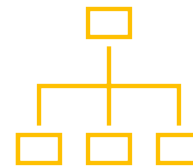
The BOY experience is critical for student persistence, as well as our efforts to continuously improve district operations.

53



Communication

Overall, how would you rate the communication leading up to and during the beginning of year for your campus?



Organization

Overall, how would you rate the organization of your campus during the beginning of year?



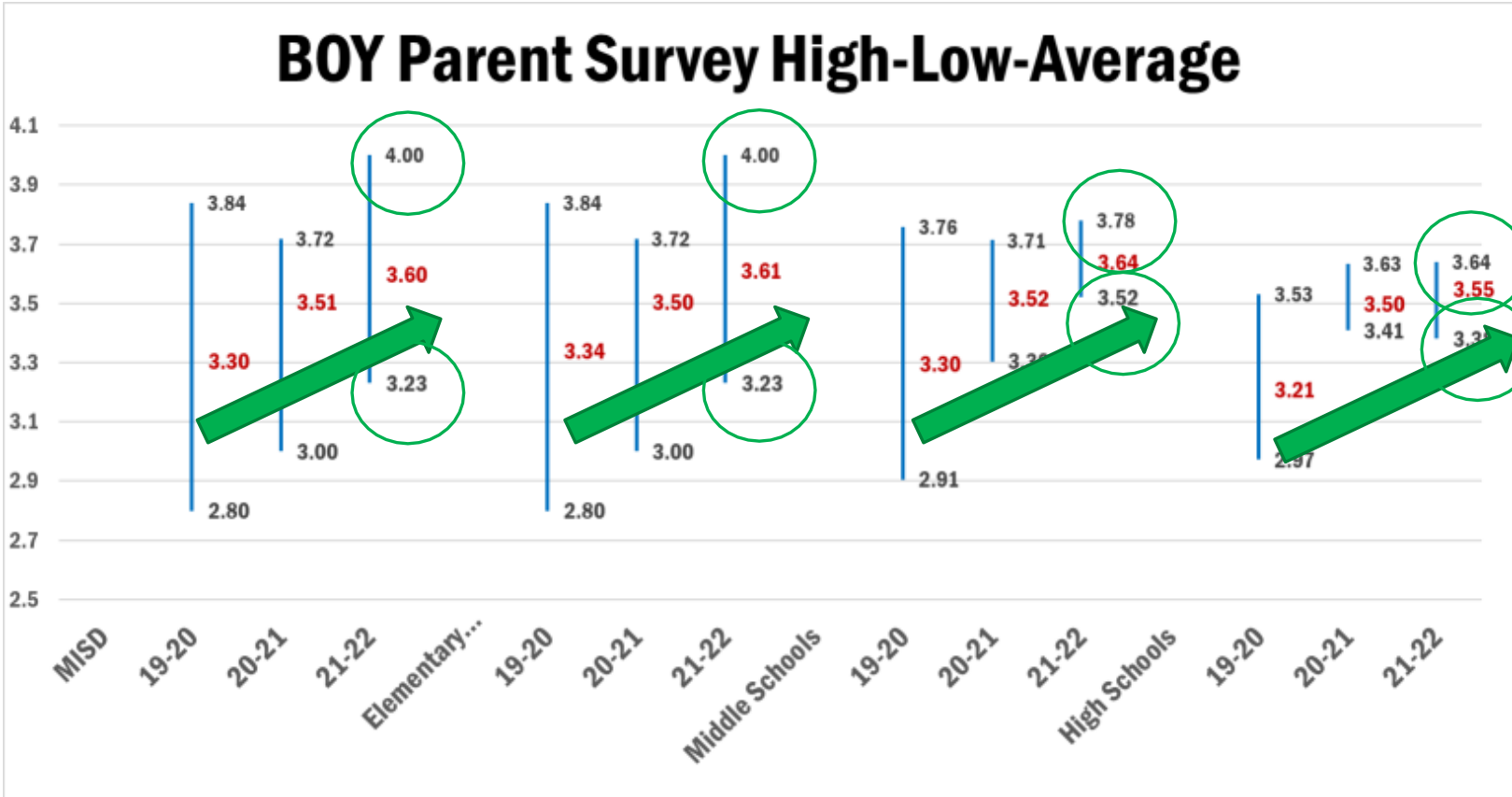
Experience

Overall, how would you rate your experience during beginning of year.



Communication

BOY Parent Survey High-Low-Average

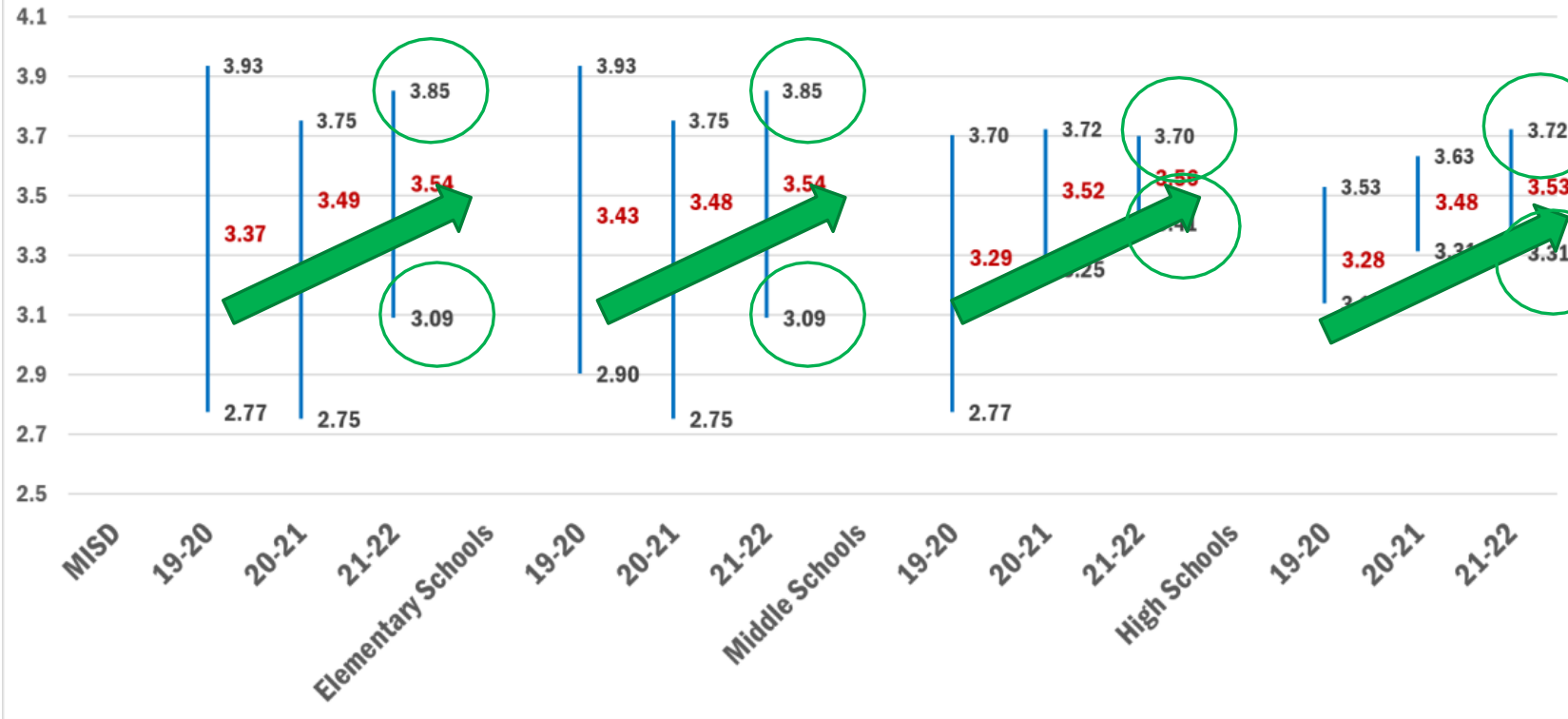


COMMUNICATION	High	Low	Average
MISD			
19-20	3.84	2.80	3.30
20-21	3.72	3.00	3.51
21-22	4.00	3.23	3.60
Elementary Schools			
19-20	3.84	2.80	3.34
20-21	3.72	3.00	3.50
21-22	4.00	3.23	3.61
Middle Schools			
19-20	3.76	2.91	3.30
20-21	3.71	3.30	3.52
21-22	3.78	3.52	3.64
High Schools			
19-20	3.53	2.97	3.21
20-21	3.63	3.41	3.50
21-22	3.64	3.38	3.55



Organization

BOY Parent Survey High-Low-Average

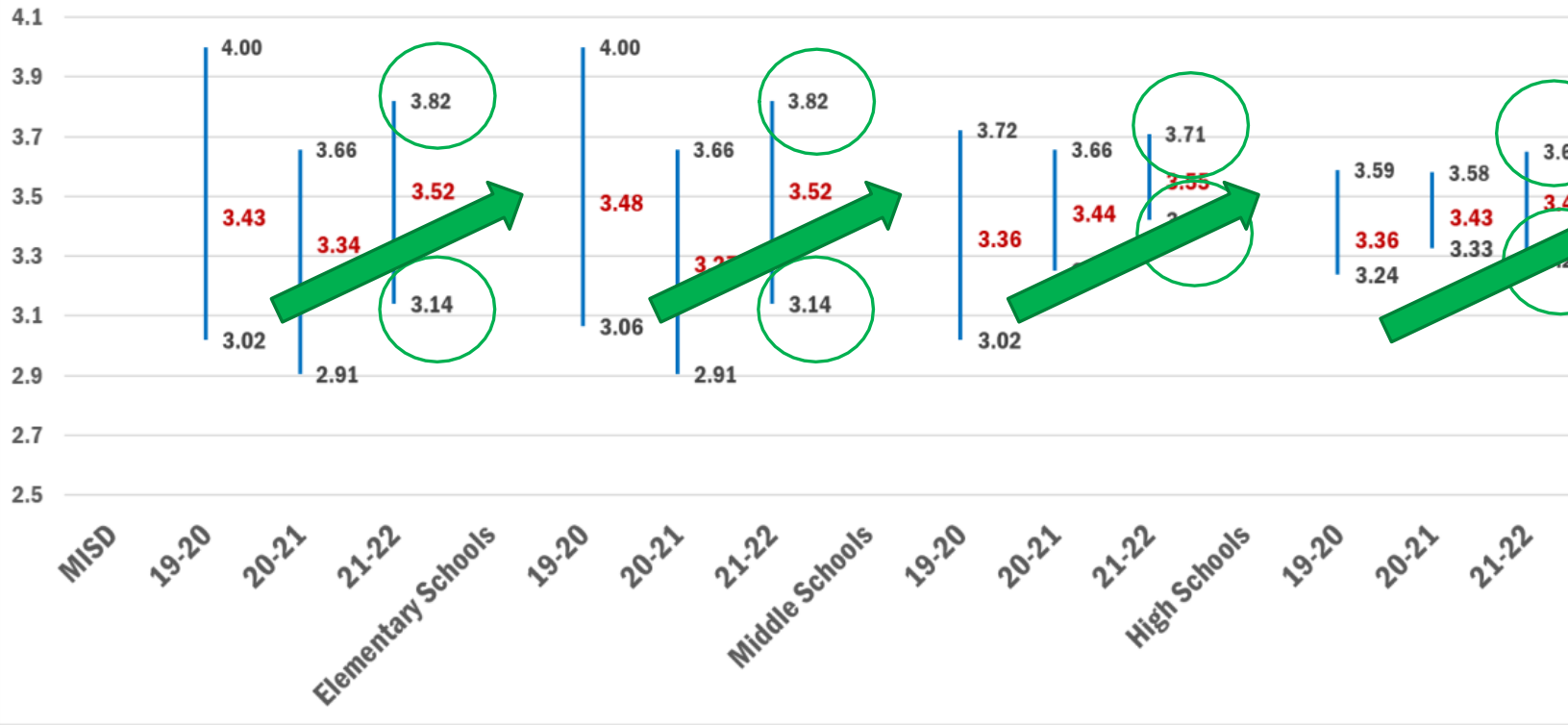


ORGANIZED	High	Low	Average
MISD			
19-20	3.93	2.77	3.37
20-21	3.75	2.75	3.49
21-22	3.85	3.09	3.54
Elementary Schools			
19-20	3.93	2.90	3.43
20-21	3.75	2.75	3.48
21-22	3.85	3.09	3.54
Middle Schools			
19-20	3.70	2.77	3.29
20-21	3.72	3.25	3.52
21-22	3.70	3.41	3.56
High Schools			
19-20	3.53	3.14	3.28
20-21	3.63	3.31	3.48
21-22	3.72	3.31	3.53



Experience

BOY Parent Survey High-Low-Average



EXPERIENCE	High	Low	Average
MISD			
19-20	4.00	3.02	3.43
20-21	3.66	2.91	3.34
21-22	3.82	3.14	3.52
Elementary Schools			
19-20	4.00	3.06	3.48
20-21	3.66	2.91	3.27
21-22	3.82	3.14	3.52
Middle Schools			
19-20	3.72	3.02	3.36
20-21	3.66	3.25	3.44
21-22	3.71	3.42	3.55
High Schools			
19-20	3.59	3.24	3.36
20-21	3.58	3.33	3.43
21-22	3.65	3.29	3.48

Elementary Results

McAllen ISD BOY Family Survey															
2020-2021															
	Total	Total	Total	Communication				Organized				Experience			
	19-20	20-21	21-22	19-20	20-21	21-22	D PY	19-20	20-21	21-22	D PY	19-20	20-21	21-22	D PY
MISD	1011	2317	3183	3.27	3.51	3.61	0.09	3.34	3.50	3.52	0.02	3.40	3.34	3.51	0.17
ELEMENTARY SCHOOL	595	1194	1546	3.30	3.52	3.62	0.10	3.41	3.52	3.53	0.02	3.45	3.26	3.52	0.25
HOUSTON	39	32	64	3.72	3.72	3.68	-0.04	3.82	3.75	3.78	0.03	3.87	3.66	3.63	-0.03
FIELDS	12	114	61	3.67	3.62	3.74	0.12	3.67	3.59	3.77	0.18	3.67	3.45	3.70	0.25
ESCANDON	15	25	47	3.73	3.68	3.42	-0.26	3.93	3.56	3.44	-0.12	4.00	3.44	3.46	0.02
RAYBURN	37	69	107	3.27	3.57	3.76	0.19	3.57	3.55	3.62	0.07	3.46	3.42	3.62	0.20
HENDRICKS	25	56	68	3.84	3.68	3.81	0.13	3.72	3.61	3.85	0.25	3.88	3.41	3.82	0.40
THIGPN-ZVALA	14	18	83	3.50	3.67	3.62	-0.04	3.57	3.44	3.63	0.19	3.64	3.39	3.60	0.21
GARZA	31	73	86	2.97	3.66	3.54	-0.12	2.90	3.63	3.39	-0.24	3.06	3.38	3.37	-0.01
MILAM	66	107	153	3.08	3.64	3.73	0.09	3.12	3.71	3.60	-0.11	3.24	3.36	3.54	0.19
BONHAM	5	15	#N/A	3.20	3.53			3.20	3.53			3.40	3.33		
SANCHEZ	37	100	127	3.24	3.49	3.64	0.15	3.57	3.56	3.44	-0.12	3.54	3.33	3.41	0.08
ROOSEVELT	21	30	47	3.24	3.53	3.45	-0.09	3.48	3.53	3.34	-0.19	3.52	3.30	3.37	0.07
ALVAREZ	18	30	45	3.67	3.43	3.56	0.12	3.61	3.53	3.57	0.03	3.67	3.27	3.45	0.19
MCAULIFFE	25	52	66	3.20	3.48	3.52	0.04	3.48	3.40	3.53	0.13	3.32	3.19	3.58	0.39
GONZALEZ	74	158	175	3.46	3.57	3.68	0.12	3.55	3.56	3.51	-0.05	3.62	3.18	3.49	0.30
WILSON	31	30	59	3.45	3.47	3.51	0.05	3.71	3.57	3.55	-0.01	3.52	3.17	3.54	0.38
JACKSON	31	74	90	3.35	3.30	3.57	0.27	2.97	3.47	3.53	0.06	3.13	3.16	3.58	0.42
PEREZ	47	123	95	3.09	3.33	3.62	0.28	3.28	3.32	3.59	0.28	3.30	3.07	3.59	0.53
CASTANEDA	47	88	114	2.98	3.48	3.43	-0.05	3.15	3.45	3.19	-0.26	3.19	3.06	3.26	0.20
ECC	--	--	4	--	3.00	4.00	1.00	--	2.75	3.80	1.05	--	3.00	3.80	0.80
SEGUIN	20	53	59	2.80	3.25	3.23	57-0.02	2.95	3.04	3.09	0.05	3.10	2.91	3.14	0.23

Middle & High School Results

McAllen ISD BOY Family Survey																
2020-2021																
	Total	Total	Total	Communication				Organized				Experience				
	19-20	20-21	21-22	19-20	20-21	21-22	D PY	19-20	20-21	21-22	D PY	19-20	20-21	21-22	D PY	
MISD	1011	2317	3183	3.27	3.51	3.61	0.09	3.34	3.50	3.52	0.02	3.40	3.34	3.51	0.17	
MIDDLE SCHOOL	226	534	812	3.30	3.50	3.66	0.15	3.27	3.49	3.59	0.10	3.36	3.44	3.58	0.14	
MORRIS	54	108	185	3.76	3.71	3.78	0.07	3.70	3.72	3.70	-0.02	3.72	3.66	3.71	0.05	
BROWN	24	46	80	3.46	3.57	3.52	-0.04	3.29	3.59	3.41	-0.18	3.38	3.50	3.42	-0.08	
CATHEY	50	103	151	3.24	3.56	3.68	0.12	3.32	3.59	3.58	-0.02	3.34	3.47	3.53	0.06	
TRAVIS	13	38	44	3.23	3.53	3.63	0.10	3.54	3.58	3.54	-0.04	3.38	3.42	3.53	0.11	
DE LEON	32	124	194	3.19	3.43	3.61	0.18	3.13	3.38	3.63	0.25	3.31	3.37	3.59	0.22	
FOSSUM	53	115	158	2.91	3.30	3.61	0.31	2.77	3.25	3.51	0.26	3.02	3.25	3.53	0.28	
HIGH SCHOOL	190	589	825	3.17	3.51	3.53	0.03	3.22	3.48	3.43	-0.06	3.31	3.43	3.42	-0.01	
McHi	71	188	258	3.10	3.63	3.62	-0.01	3.18	3.62	3.45	-0.18	3.24	3.58	3.44	-0.14	
LAMAR	17	38	43	3.53	3.55	3.62	0.06	3.53	3.63	3.69	0.06	3.59	3.55	3.65	0.10	
MEMORIAL	53	165	241	3.13	3.49	3.49	0.00	3.19	3.44	3.33	-0.11	3.32	3.36	3.38	0.02	
ACHIEVE	13	51	86	3.31	3.41	3.64	0.23	3.38	3.31	3.66	0.35	3.38	3.33	3.58	0.24	
ROWE	36	147	190	2.97	3.41	3.38	-0.03	3.14	3.39	3.31	-0.08	3.25	3.33	3.29	-0.04	
I & G	--	1		0.00	3.00			0.00	3.00			0.00	3.00			
S.T.R.I.D.E.S.	--	1	7	0.00	1.00	3.55	2.55	0.00	1.00	3.72	2.72	0.00	1.00	3.52	2.52	

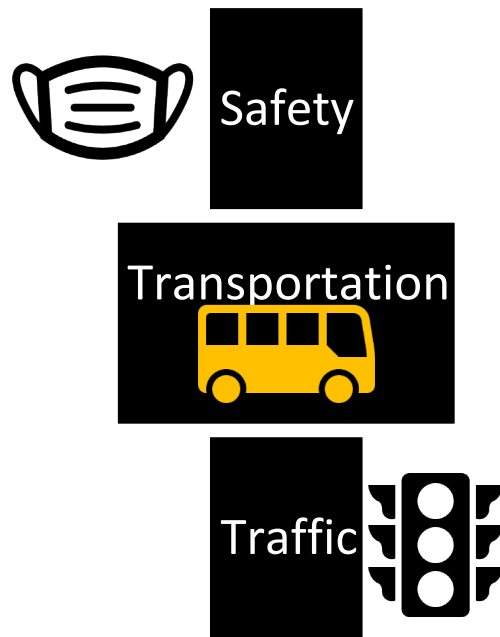
The real data is in the comments

Comments give us detailed feedback and are also a measure of parent engagement.

2019-20: 407 total comments

2020-21: 1,204 total comments (195% increase)

2021-22: 1,410 total comments (17% increase)



“Concerned because not all parents wearing masks.”

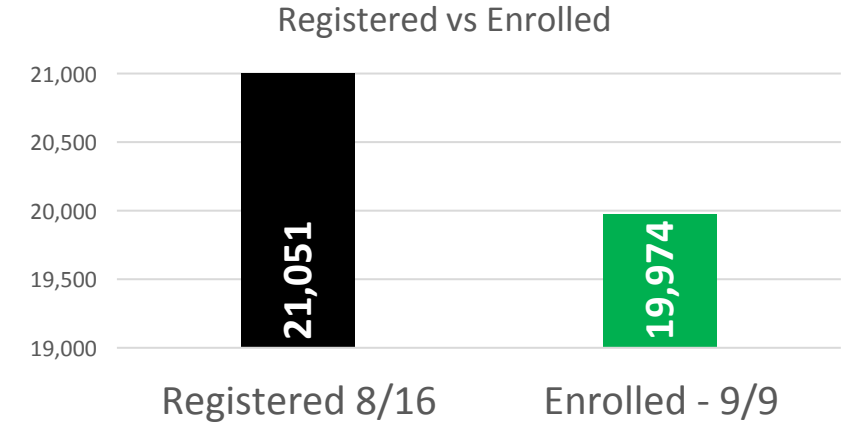
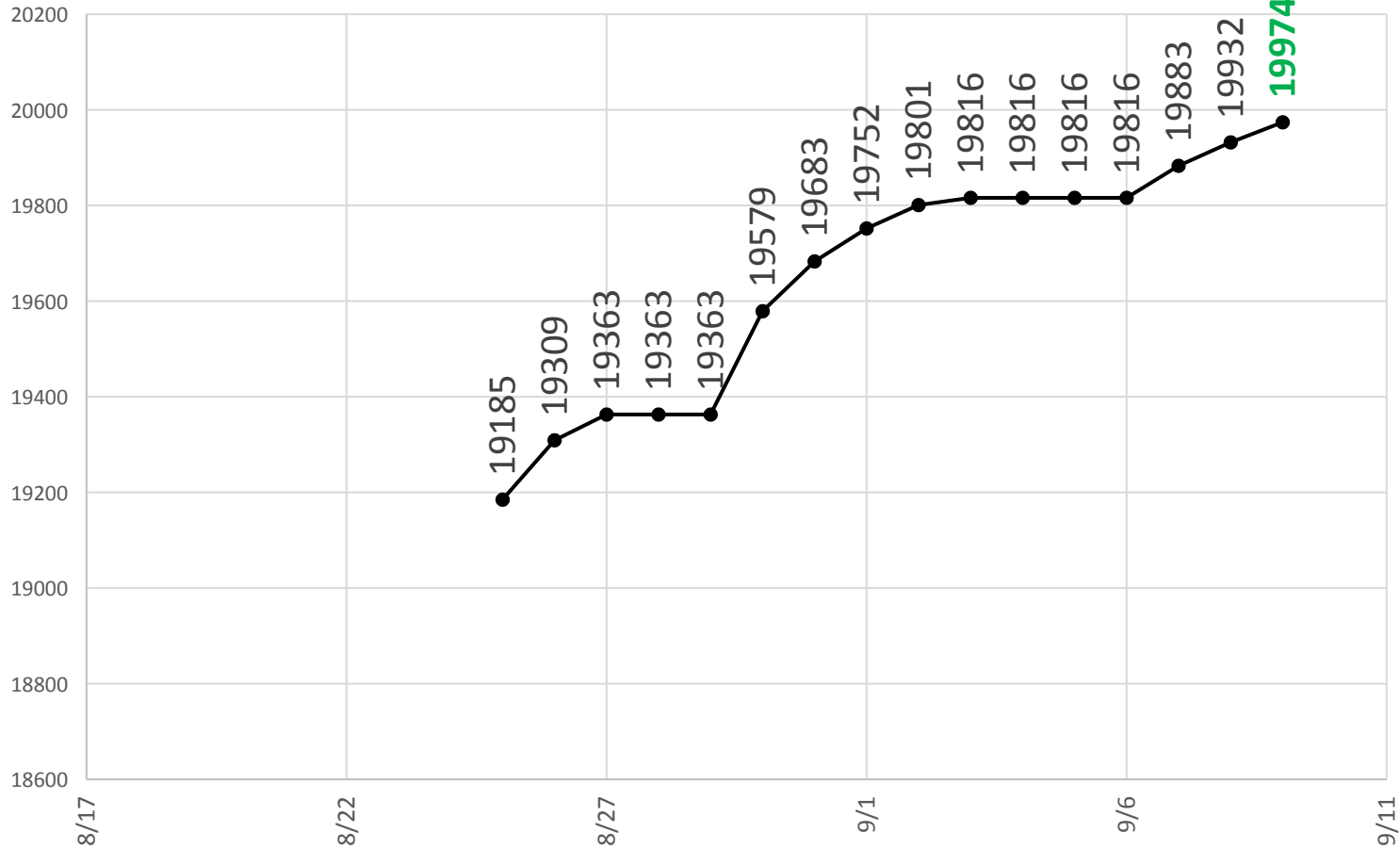
“Forcing students to wear masks is against the law.”

“I had to contact the transportation department because the bus didn’t stop by our neighborhood on the first day of school.”

“There should be someone directing traffic. The cars are trying to cut in when there are cars that have been waiting in line. I understand today was the first day, but that problem continues all year when dropping off and picking up the kids. Aside from that everything is great!”

Registered vs. Enrolled

Enrollment in first 3-weeks of SY 21-22



Key Points:

- 95% of registered students have enrolled
- Enrollment is climbing steadily (3.9% increase, 791 students)
- Recruitment & Recapture work is ongoing

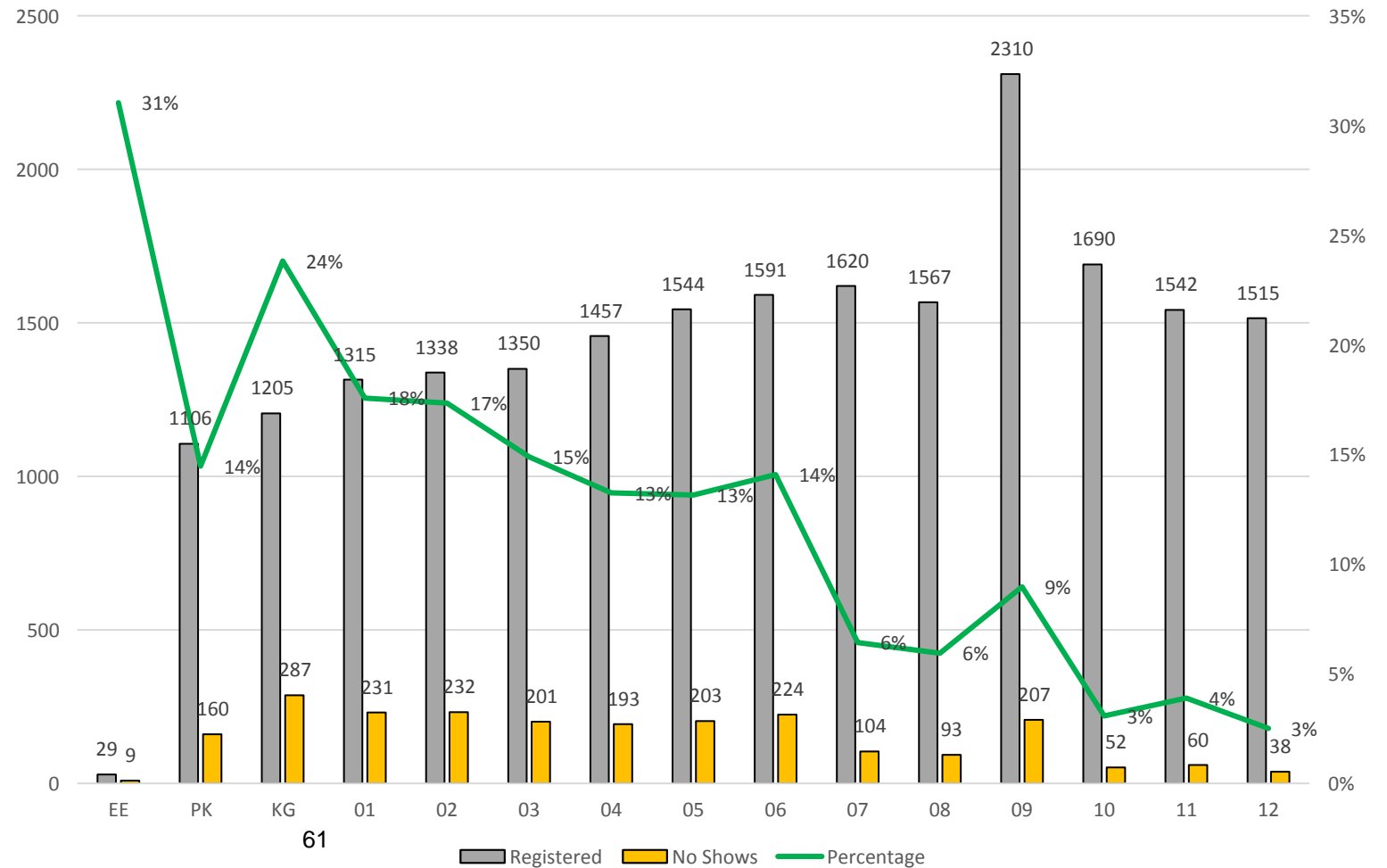
Registered vs. Enrolled

The highest percentages of leavers & no shows were in the lowest grade levels.

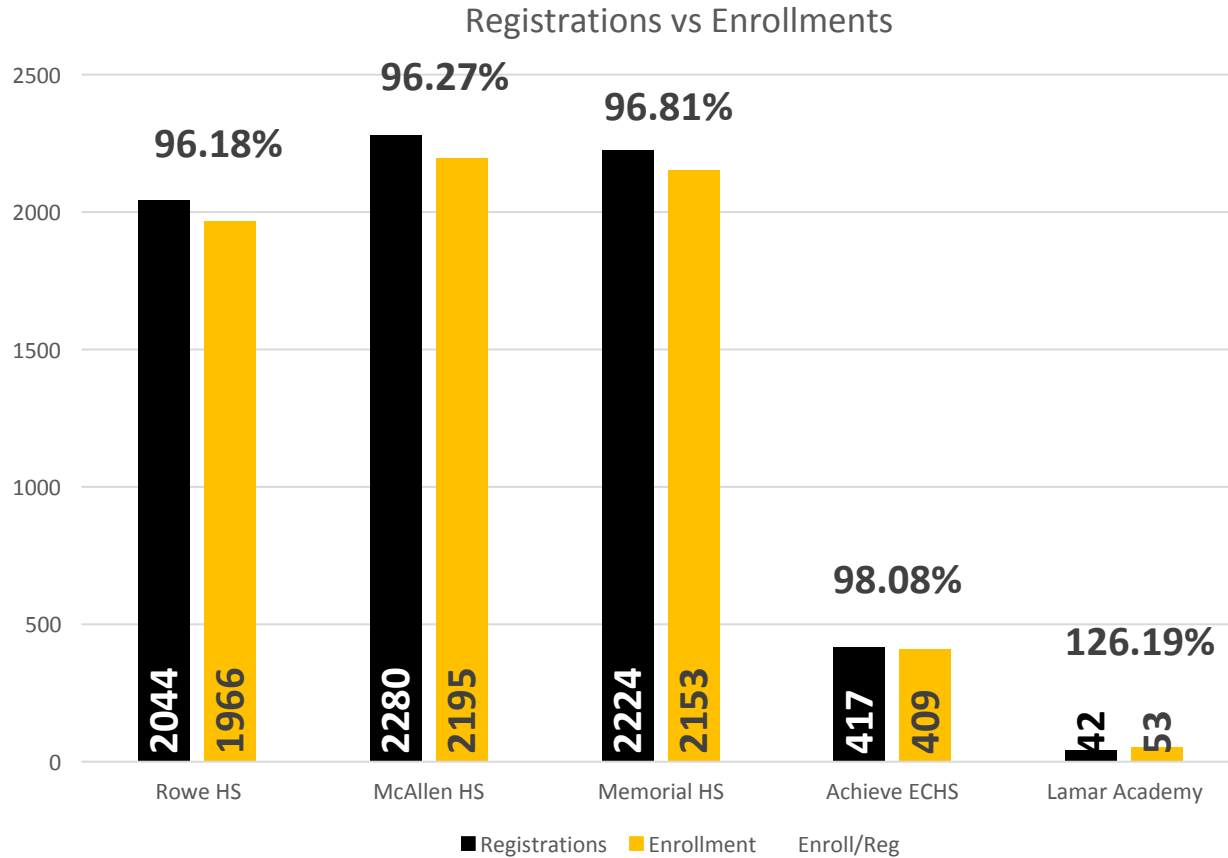
This makes sense because these children are:

1. New to school not connected to a school
2. Not of age for vaccination
3. Delta variant of COVID impacting children (unvaccinated)

Leavers/No Shows by Grade Level



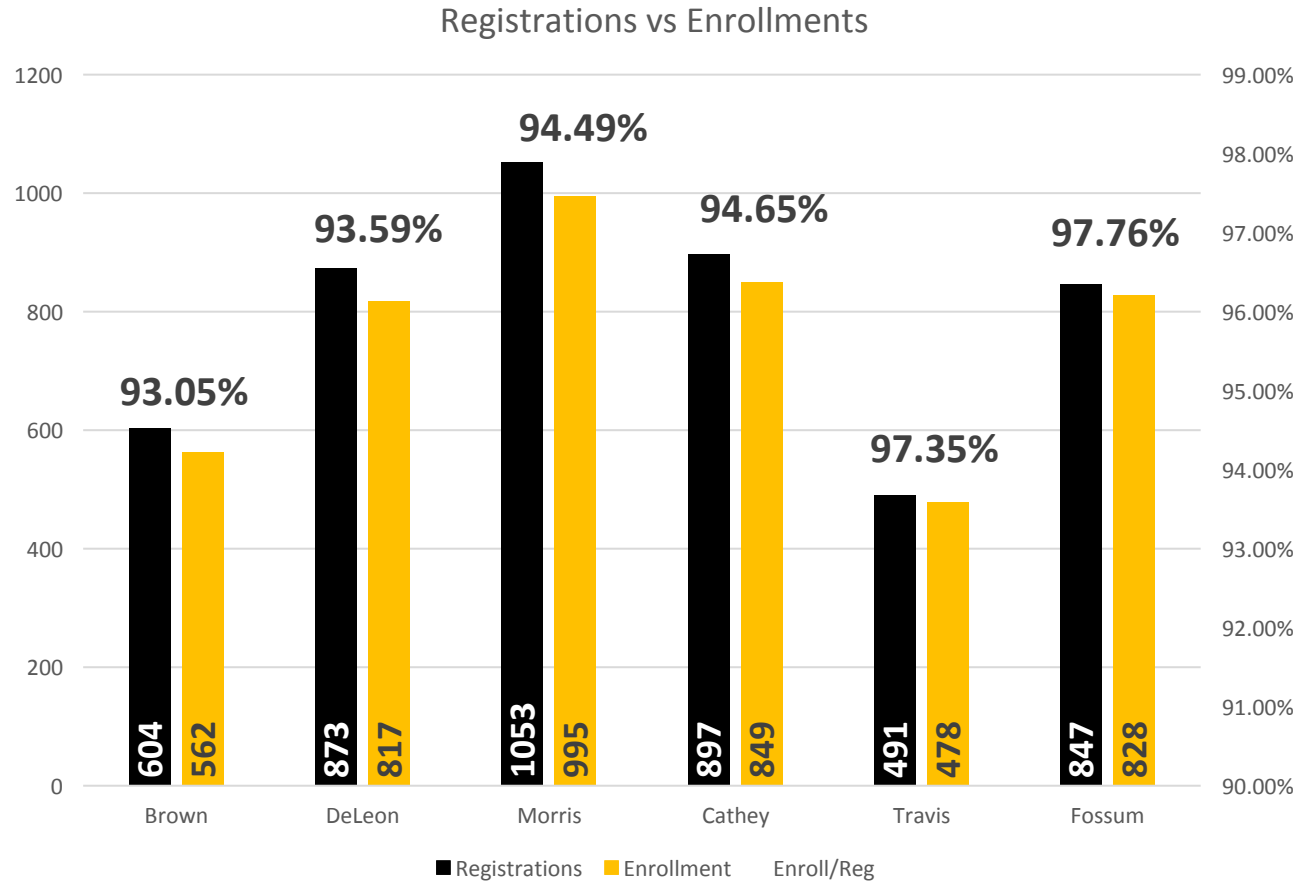
Registrations vs. Enrollments



Registered students who have not enrolled as of 9/9/2021

	09	10	11	12	Grand Total
McAllen ISD Totals	193	100	83	59	1661
McAllen HS	82	44	19	12	157
Memorial HS	51	24	23	15	113
Instruction & Guidance					1
Rowe HS	58	27	39	31	156
Lamar Academy	1	1	1		3
Achieve ECHS	1	4	1	1	7
High School Totals	193	100	83	59	437

Registrations vs. Enrollments

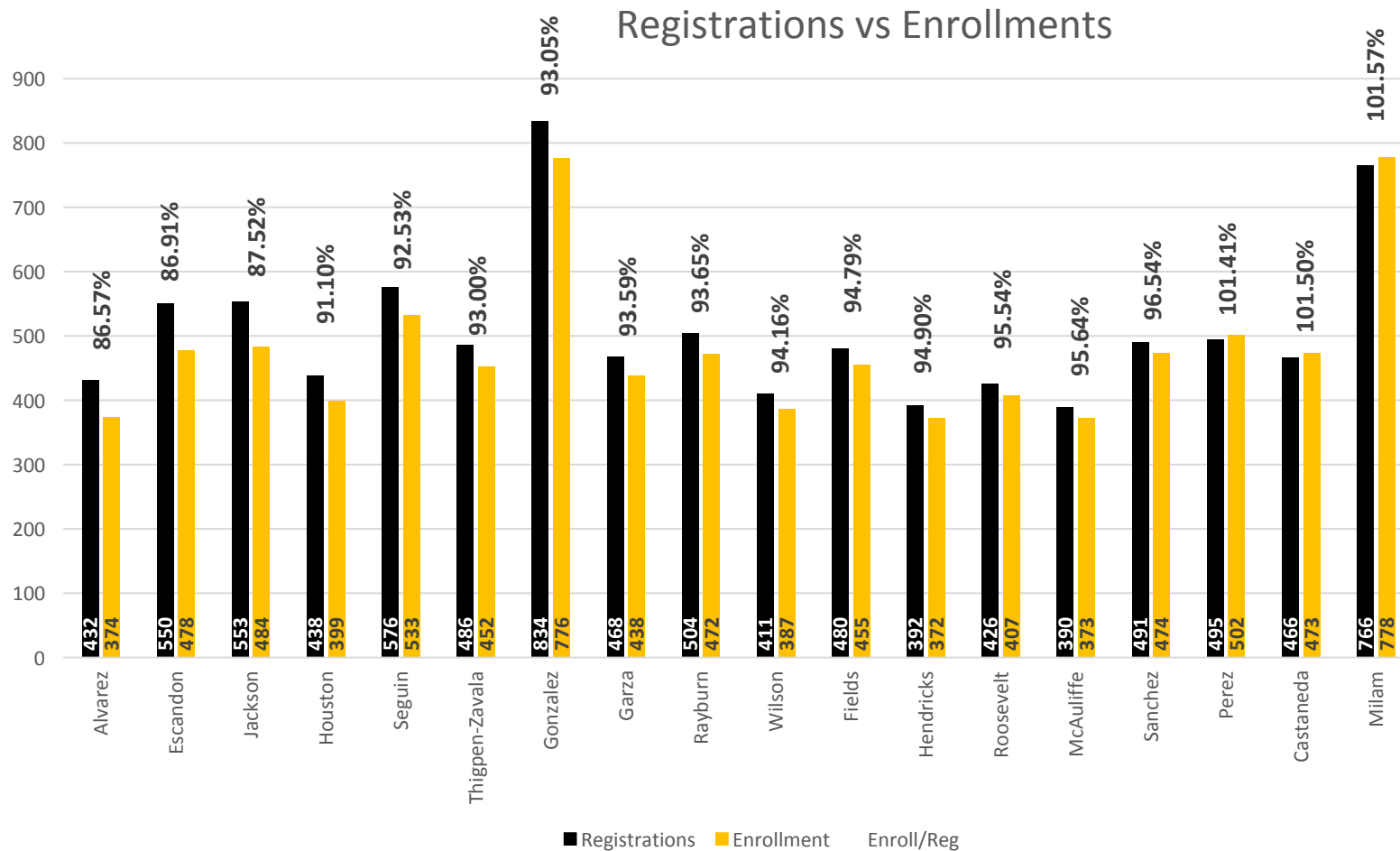


Registered students who have not enrolled as of 9/9/2021

	06	07	08	Grand Total
McAllen ISD Totals	146	108	91	1661
High School Totals		1		437
Travis MS	16	14	10	40
Brown MS	34	6	11	51
Morris MS	26	19	19	64
DeLeon MS	33	27	25	85
Cathey MS	27	25	16	68
Fossum MS	9	16	9	34
Middle School Totals	145	107	90	342

Registrations vs. Enrollments

Registered students who have not enrolled as of 9/9/2021



	EE	PK	KG	01	02	03	04	05	Grand Total
Alvarez ES		9	10	6	5	0	2	5	37
Houston ES		3	4	6	7	6	9	10	45
Jackson ES		8	13	12	12	15	12	15	87
Milam ES		2	3	10	5	9	13	6	49
Wilson ES		2	6	5	9	7	5	10	44
Fields ES		5	17	7	10	5	5	3	52
Seguin ES	2	6	15	18	17	19	15	12	104
Escandon ES		19	12	7	6	7	11	3	65
Rayburn ES		5	8	2	2	8	6	3	34
Roosevelt ES		3	9	3	4	7	4	10	40
Garza ES		4	3	6	11	8	8	7	47
McAuliffe ES		1	5	8	8	8	7	8	45
Gonzalez ES	1	2	10	10	5	4	6	6	44
Castaneda ES		6	8	1	8	4	2	7	36
Sanchez ES		2	5	7	3	4	5	12	38
Perez ES	1	5	18	7	4	7	6	7	55
Hendricks ES		2	3	3	2	3	4	3	20
Thigpen/Zavala ES		9	4	8	7	7	1	4	40
Elementary School Totals	4	93	153	126	125	128	121	131	882

Why have students not returned?

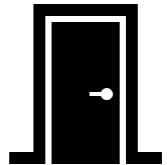
Student Outreach Priority #1 is to answer the WHY question, and then use that information to bring students back.



targeted student outreach to families who have not returned but were registered.



conversation, collaboration, problem solving



home visits (both ways)... we are visiting homes to build relationships, but also inviting families to our McAllen ISD schools (their 'school home' to investigate and experience for themselves.)

Why have students not returned?

It is very early to report 'why' data. Weeks 1-3 were focused on getting students into schools. But, from our preliminary efforts, we know:



COVID brought about a lot of movement for families. Furthermore, students who were with us as transfers in a remote setting are no longer able to be with us in person.



there is a lot of fear, especially for younger families who have not been connected to a school prior to the pandemic.

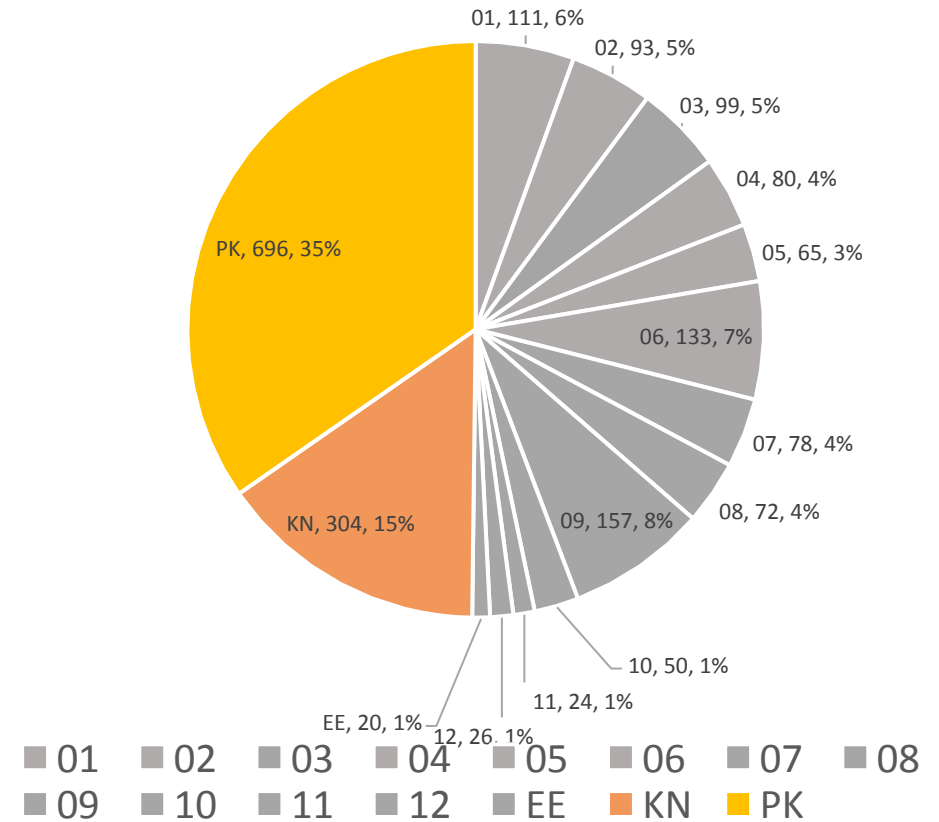


homeschool is a prevalent theme, although, many families do not know exactly what this means and interchange virtual learning, online program, and homeschool.

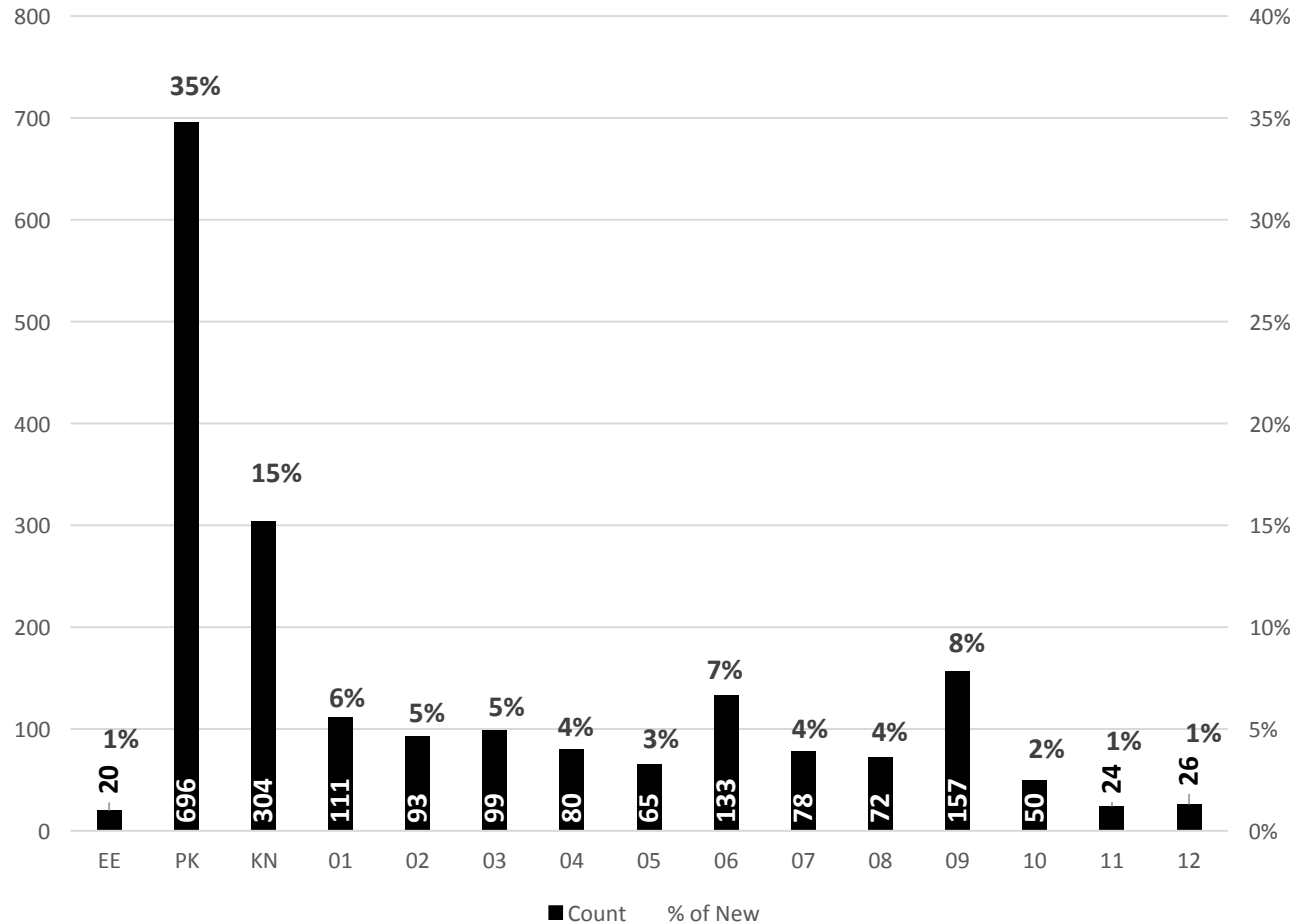
Recruitment & Outreach

New To McAllen ISD	
2020-21 School Year	1,413
2021-22 School Year	2,008 (42% increase in new to McAllen ISD students)

New to School vs New to McAllen ISD



New-to-McAllen ISD Students by Grade Level (and % of total new)

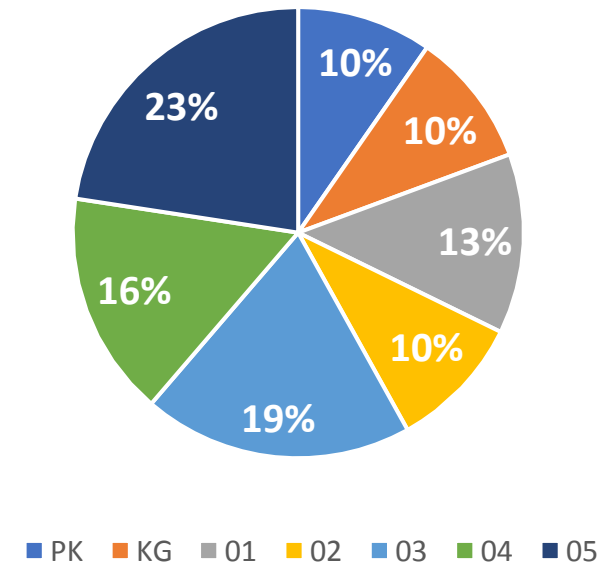


Grade	Count	% of New
EE	20	1%
PK	696	35%
KN	304	15%
01	111	6%
02	93	5%
03	99	5%
04	80	4%
05	65	3%
06	133	7%
07	78	4%
08	72	4%
09	157	8%
10	50	2%
11	24	1%

A Note on Bonham Elementary

Measure	
Total Bonham Students	172
Bonham Students are currently in another McAllen ISD school	141
overall retention	82%
Bonham student leavers	31

Bonham Leavers by Grade Level

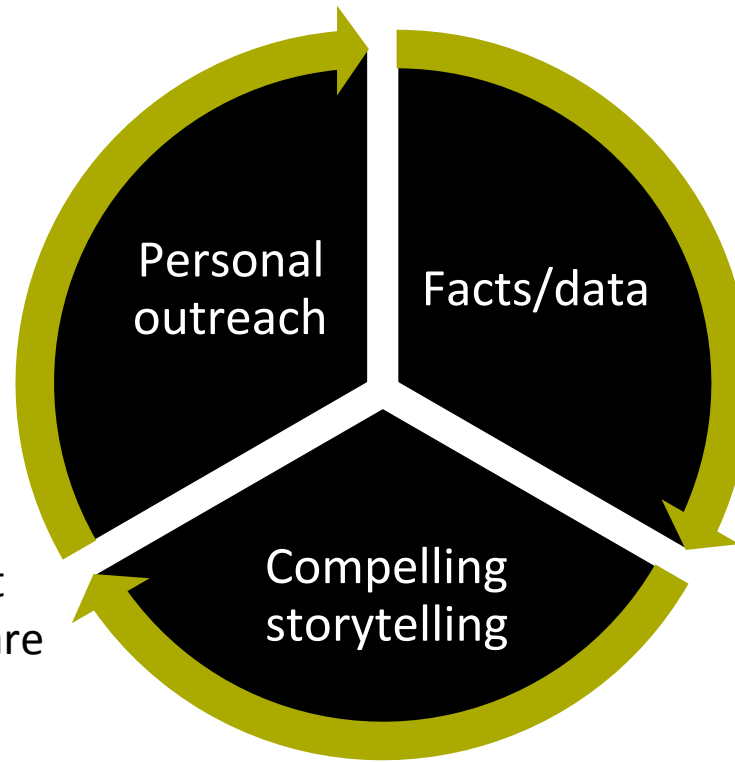


Areas of Focus

Elementary Schools: No elementary school below 400 students

Families are faced with hard decisions. They need, more than ever, to be shown customer service, compassion, and care.

We are capturing real, honest testimonials of parents who are experiencing the 2021-22 school year in person.



We are confident in our safety protocols and the layers of protection on every campus. While there are case of COVID, we have successfully mitigated community spread.

Student Outreach Team Reboot



Elisa M. Rodriguez

- (PreK & 6th grade at Rayburn & Morris)
- Founding member of SPSO
- Team Techy
- Customer Service expert
- Relationship builder
- Problem solver



Oneyda Y. Guerra

- (1st grade at Gonzalez)
- Founding member of SPSO
- Mass Communication & Journalism background
- Relationship builder
- Community events



Mary Tarbutton

- (9th grade at Rowe, 2 Rowe alumni)
- Founding member of SPSO
- McAllen ISD veteran
- Student data expert
- Relationship builder
- Grass roots mobilizer
- Boots on the ground

Meet the Team

Video placeholder

Vertical Team Strategy

Key concept: TAILORED ENTRENCHMENT

1. Campus content experts
2. Relationship builder
3. Boots-on-the-ground support
4. SPSO & Campus Support Team liaison (administrators, parent engagement, social workers, PTO, ambassadors, etc.)
5. Tailored support for campus recruitment (not one-sized)



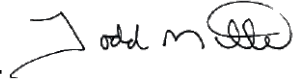
Questions

THANK YOU FOR YOUR TIME!

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

SUBJECT: Approval of the Job Description for Coordinator of Fine Arts

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

This position is required to provide assistance to the Director of Fine Arts in the coordination, improvement, implementation and evaluation of a quality Fine Arts Program.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Responsibilities include: developing and implementing best teaching practices for Fine Arts teachers, as well as provide applicable training, training materials, district level support for Fine Arts students,

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

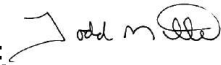
Funding for this position will come from Fund 199.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the job description for Coordinator of Fine Arts.

SUBMITTED BY: _____

For further information contact:
Name: Debra Loya Thomas
Office: Fine Arts (956) 618-6085
eMail: Debra.Thomas@mcallenisd.net

SUPERVISOR: 

Approved for presentation to the Board of Education:



76 _____
Superintendent of Schools Sep 10, 2021

JOB TITLE: Coordinator, Fine Arts (PK-12)

JOB CODE:

REPORTS TO: Director, Fine Arts

PAY GRADE: AE-05

DEPARTMENT: Fine Arts

DATE REVISED: September 8, 2021

WAGE/HOUR STATUS: Exempt

FUNDING SOURCE: 199

PRIMARY PURPOSE:

The Fine Arts Coordinator is responsible for working closely with the Fine Arts Director in the coordination, improvement, implementation and evaluation of a quality Fine Arts Program (visual arts, theater arts, dance and music) in grades Pre-K through twelve; to promote a positive working relationship, among and between staff and the schools, by establishing a climate conducive to open communication and productive work.

QUALIFICATIONS:

Education/Certification:

Bachelor's Degree in music, art, or theater arts education, required
Master Degree in Fine Arts or Education related field, required
Texas Mid-Management or Principal's Certificate, preferred

Special Knowledge/Skills:

Communicate effectively (verbal and written); utilize effective interpersonal skills; interpret data, federal and state laws and policies; organize multiple and complex districtwide projects, manage budgets and personnel; demonstrate knowledge of curriculum, performance literature, and teaching strategies in the disciplines of visual arts, drama, and/or music; provide staff development in fine arts

Experience:

Three (3) years experience as a classroom fine arts teacher, required
Experience in a supervisory role in fine arts subject area, preferred

MAJOR RESPONSIBILITIES AND DUTIES/ESSENTIAL FUNCTIONS:

1. Keep informed about current legislation, educational developments, literature and research in Fine Arts Education by participating in state and national professional organizations; attend appropriate conferences and staff development sessions; disseminate professional information and materials to the schools.
2. Observe districtwide fine arts performances, displays and competitions on a regular basis as one tool to assess the quality of instruction.
3. Provide leadership to fine arts department heads and teachers of music, visual arts, theater arts, and dance throughout the district.
4. Assist in directing the recruitment of beginners into the sixth-grade fine arts program.
5. Act as a liaison between Fine Arts teachers and core content teachers in the alignment of curriculum development, use of materials and equipment and subject relationships.

Job Description
Coordinator Fine Arts (PK-12)

- 6. Assist in providing leadership in the development, review and update of curriculum, instructional guides, courses of study, bulletins and other materials.
- 7. Assist in planning for future needs of the fine arts program in regard to facilities and equipment.
- 8. Maintain a current inventory of instruments and equipment.
- 9. Assist in planning, organizing and/or conducting professional learning sessions for teachers and/or administrators in the field of Fine Arts to improve instruction and to promote professional growth of the fine arts teaching staff.
- 10. Follow McAllen ISD customer service standards.
- 11. Perform other duties assigned by immediate supervisor (primary evaluator).

SUPERVISORY RESPONSIBILITIES:

None.

EQUIPMENT USED:

Computer, copier, fax machine, multimedia equipment

WORKING CONDITIONS:

Mental Demands:

Maintain emotional control under stress; coordinate multiple projects; meet deadlines; moderate lifting and carrying

Physical Demands/Environmental Factors:

Frequent prolonged and irregular hours; frequent districtwide and occasional state or national travel; occasional bending, stooping; moderate lifting and carrying

The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Approved by _____ Date _____

Reviewed by _____ Date _____

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

SUBMITTED BY: *Adelfino*

SUPERVISOR: *Cynthia Medrano-Richards*

Approved for presentation to the Board of Education:

J. Adams

Description	A	B	B		C	D
	Original Budget	Revised Budget 07/31/2021	Budget Amendments Under Consideration		Revised Budget 08/31/2021	
			Revisions	Transfers		
Unaudited Fund Balance	94,613,893					94,613,893
Revenues:						
Local:						
Property Taxes	84,787,994	84,787,994				84,787,994
Interest Income	878,000	878,000				878,000
Other Local Income	2,431,586	2,431,586	88,463			2,520,049
State:	133,383,459	133,383,459	10,118			133,393,577
Federal:	20,132,664	20,132,664				20,132,664
Other Sources:	0	0				0
Total Revenues	241,613,703	241,613,703	98,581	0		241,712,284
Expenditures:						
11 Instruction	126,586,945	126,554,460	1,848,016	(1,084,433)		127,318,043
12 Inst. Res. & Media Services	3,568,402	3,568,402	(6,995)	(107,062)		3,454,345
13 Curriculum Dev. & Inst. Staff Dev.	4,557,240	4,574,740	27,000	59,478		4,661,218
21 Inst. Leadership	3,450,687	3,452,412		7,182		3,459,594
23 School Leadership	13,393,257	13,412,831	(11,440)	(161,488)		13,239,903
31 Guid., Counseling & Eval. Ser.	9,820,599	9,815,326	(10,127)	(93,989)		9,711,210
32 Social Work Services	1,957,232	1,945,699	(842)	(3,735)		1,941,122
33 Health Services	2,885,127	2,885,277	(5,915)	(75,696)		2,803,666
34 Student (Pupil) Trans.	4,049,716	4,049,716	473,147	(5,000)		4,517,863
35 Food Services	17,265,197	17,265,197	85,234			17,350,431
36 Curricular/Extracurricular Act.	9,738,355	9,748,697	84,239	(45,624)		9,787,312
41 General Administration	8,043,476	8,043,476	406,967	45,000		8,495,443
51 Plant Maint. & Operations	20,349,685	20,349,685	749,065	(80,452)		21,018,298
52 Security and Monitoring Serv.	4,415,229	4,415,229	691,987	13,421		5,120,637
53 Data Processing Services	4,429,511	4,429,511	1,042,215	668,152		6,139,878
61 Community Services	36,710	36,710	311	245		37,266
71 Debt Service	5,905,151	5,905,151	9,081			5,914,232
81 Fac. Acquisition & Const.	6,000	6,000	466,495	864,001		1,336,496
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000	40,000				40,000
99 Other Intergovernmental Charges	939,270	939,270				939,270
Other Uses	85,000	85,000				85,000
Total Expenditures	241,522,789	241,522,789	5,848,438	0		247,371,227
		81				
Preliminary Ending Fund Balance	94,704,807	90,914	(5,749,857)	0		88,954,950

GENERAL FUND
Revisions

REVENUES:

Local			
Other Local Income	- Increase to Other Extra/Co-Curricular Revenues for Scoreboard Payment	\$ 54,522	
	- Carry Forward Donation from 2020-2021 for Fund 184 Fine Arts	1,245	
	- Carry Forward Donation from 2020-2021 for Fund 199 General Fund	<u>32,696</u>	88,463
State			
	- House Bill 2 Supplemental Funding for Special Education Services for Fund 173 Special Education	\$ 187,132	
	- Decrease to TRS On-Behalf	<u>(177,014)</u>	10,118
	Grand Total		<u>\$ 98,581</u>

EXPENDITURES:

Function 11	- Decrease to TRS On-Behalf	\$ (131,350)	
	- Increase to Supplies for Fund 173 Special Education from House Bill 2 Supplemental Funding	187,132	
	- Transfer from Fund Balance for Fund 164 Bilingual for Interactive Boards for Elementary Schools	1,530,000	
	- Transfer from Fund Balance for Fund 193 State Compensatory for Achieve 3000, Amplify and Smarty Ants Reading Licenses	252,234	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Classroom Furniture	<u>10,000</u>	1,848,016
Function 12	- Decrease to TRS On-Behalf	<u>\$ (6,995)</u>	(6,995)
Function 13	- Transfer from Fund Balance for Fund 193 State Compensatory - Professional Learning Services for Reading Programs	<u>\$ 27,000</u>	27,000
Function 23	- Decrease to TRS On-Behalf	<u>\$ (11,440)</u>	(11,440)
Function 31	- Decrease to TRS On-Behalf	<u>\$ (10,127)</u>	(10,127)
Function 32	- Decrease to TRS On-Behalf	<u>\$ (842)</u>	(842)
Function 33	- Decrease to TRS On-Behalf	<u>\$ (5,915)</u>	(5,915)
Function 34	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Buses and Restroom Trailer for Transportation Department	<u>\$ 473,147</u>	473,147
Function 35	- Decrease to TRS On-Behalf	\$ (582)	
	- Transfer from Fund Balance for Fund 101 Food Service for Cafeteria Tables, Stools and Transport Carts for Alvarez, Milam, McAuliffe and Perez Elementary	<u>85,816</u>	85,234
Function 36	- Increase to Miscellaneous Contracted Services from 2020-2021 Carry Forward Donation for Fund 184 Fine Arts	\$ 1,245	
	- Increase to Student Travel from 2020-2021 Carry Forward Donation for Fund 199 General Fund	20,221	
	- Transfer from Assigned Fund Balance for Fund 183 Athletics - Travis Middle School Back Gym and Middle School Cheer Uniforms/Fillers	<u>62,773</u>	84,239
Function 41	- Increase to Miscellaneous Operating Costs from Scoreboard Payment	\$ 45,441	
	- Increase to Miscellaneous Operating Costs from 2020-2021 Carry Forward Donation for Fund 199 General Fund	12,164	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - MITV Pressbox, Audio Visual Supplies, MITV Trailer AC and ID Badge Machine	<u>349,362</u>	406,967

GENERAL FUND
Revisions

Function 51	- Decrease to TRS On-Behalf	\$ (9,763)	
	- Transfer from Assigned Fund Balance for Fund 183 Athletics - Softball Lights at Rowe High School, High School Scoreboards, Wind Screens and Installation	468,036	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - TRE Projects - Fencing	8,717	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Portable Relocation and Travis Middle School Water Intrusion Gym Repair	<u>282,075</u>	749,065
Function 52	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Mobile Radios for Police Department	\$ 8,867	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - TRE Projects - Security Cameras	519,503	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Floor Coverings at Morris Middle School and Security Camera Upgrades	<u>163,617</u>	691,987
Function 53	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Technology Action Plan	<u>\$ 1,042,215</u>	1,042,215
Function 61	- Increase to Miscellaneous Operating Costs from 2020-2021 Carry Forward Donation for Fund 199 General Fund	<u>\$ 311</u>	311
Function 71	- Increase to Principal on Capital Leases for Scoreboard Payment	<u>\$ 9,081</u>	9,081
Function 81	- Transfer from Assigned Fund Balance for Fund 199 General Fund - TRE Projects - Security Cameras	\$ 38,040	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Floor Covering at Achieve Early College and Exhaust Fans for FMO	121,004	
	- Transfer from Committed Fund Balance for Fund 199 General Fund - Hail Damage Roof Repairs at Achieve Early College High School	<u>307,451</u>	466,495
Grand Total		<u><u>\$ 5,848,438</u></u>	

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:



84 _____
Superintendent of Schools

No.	Criteria	Max. Pts. 100	Linebarger Goggan Blair and Sampson LLP
	RFQ No. 2022-1008 Collection of Delinquent Taxes		
	Total Points	100	99
	Ranking		1
1	Price	0	0
2	Reputation of the vendor and of the vendor's goods or services;	4	4
	Bar (Response Attribute #69 and #70)	2	2
	References (Attribute Section #91)	2	2
			<i>3 references with good standing</i>
3	The quality of the vendor's goods or services	15	15
	Experience (industry) (Attribute Section #68)	5	5
	Experience (firm) (Attribute Section #68)	5	5
	Property Value Study Appeal - Timliness of State Aid (answer will be in months) (Attribute	5	5
4	The extent to which the goods or services meet District's needs	75	75
	Target percentage amount (Attribute #57)	25	25
			<i>42%</i>
	Property Value Study and Audit Services (Attribute #65)	10	10
			<i>will provide services</i>
	Property Value Study Appeal History (Attribute #63)	7	7
	Avenues of Taxpayer Communication (email, door-to-door, mailings, phone calls, other) (Attribute #50)	7	7
	Frequency of communication with taxpayer (Attribute #51)	7	7
	Process of work (Attribute #54, #55, #56)	5	5
	Bankruptcy Collection and Taxpayer Assistance Programs (Attribute #52)	5	5
	Methodology to locate taxpayer (Attribute #50)	4	4
	Plan for conferring with HCTO (Attribute #44)	3	3
	Local Office (Attribute #42)	2	2
			<i>Edinburg</i>
5	Past Relationship with District	1	1
	<i>Yes = 1 No = 0</i>		<i>yes</i>
6	HUB	1	0
	<i>Yes = 1 No = 0</i>		<i>no</i>
7	Total long-term cost to the district to acquire the vendor's goods or services	0	0
	<i>N/A</i>		
8	Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state	1	1
			<i>Austin, TX</i>
9	Any other relevant factor specifically listed in the request for bids or proposals.	3	3
	<i>Advanced technology & security; Bankruptcy tracking software, Property Tax Sales Management Software (1 pt each)</i>		<i>Software</i>

THE STATE OF TEXAS §
 §
 COUNTY OF HIDALGO §

AGREEMENT FOR THE COLLECTION OF DELINQUENT TAXES

THIS AGREEMENT is made and entered into on this the 1st day of November 2021, by and between the McALLEN INDEPENDENT SCHOOL DISTRICT (“DISTRICT”) and **Linebarger Goggan Blair & Sampson, LLP** a Texas Partnership (collectively referred to as the “Firm”);

WITNESSETH:

WHEREAS, Section 6.30 of the Texas Tax Code (the “Code”) provides that a taxing unit may contract with a private attorney for collection of delinquent taxes; and

WHEREAS, Sections 33.07, 33.08 and 33.11 of the Code allows a taxing unit to add an additional penalty not to exceed 20% of the amount of delinquent taxes, penalty and interest to each delinquent tax account that remains delinquent on July 1 of the year in which they become delinquent incur an additional penalty to defray costs of collection, if the unit or district or another unit that collects taxes for the unit has contracted with an attorney pursuant to Section 6.30 of the Code; and

WHEREAS, District desires to secure the performance of delinquent tax collection services of the highest quality by trained, skilled persons; and

WHEREAS, the Firm represents that it possesses the expertise and experience necessary to perform the services contemplated by this Agreement and desires to perform such services for the fee hereinafter specified.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants herein contained, DISTRICT and the Firm hereby agree as follows:

ARTICLE I

Scope of Work

1.1 **General.** The Firm shall, at its sole cost and expense, provide services to DISTRICT with respect to the collection of delinquent ad valorem taxes for DISTRICT, unless otherwise requested by DISTRICT. In addition these services shall include general legal representation in ad valorem tax matters, any services with respect to the annual property value study conducted by the State Comptroller of Public Accounts.

1.2 **Legal Services – General.** The general legal services to be performed by the Firm shall include legal

representation of DISTRICT in delinquent ad valorem tax collection matters including, without limiting the generality of the foregoing, securing on behalf of DISTRICT title research which includes the proper legal descriptions and ownerships, the preparation and mailing of demand letters, the preparation and the filing of pleadings, motions, judgments, representation of DISTRICT in judicial and administrative proceedings including representation on appeal, and the taking of all other actions necessary to collect delinquent ad valorem taxes for DISTRICT. All lawsuits will be maintained in a systematic manner utilizing a computer assisted docket control management system.

All expenses incurred by the Firm in the collection of delinquent ad valorem taxes, including, but not limited to, pre-judgment activity, lawsuit activity and post-judgment remedies including foreclosure shall be absorbed by the Firm. To the extent permitted by law, the Firm may recover any expenses incurred in the collection of delinquent taxes on DISTRICT's behalf from defendants and/or property owners.

1.3 ***Property Value Study and Audit Services.*** Firm agrees to represent the DISTRICT in the administrative and judicial appeal of the property value study performed by the Texas Comptroller of Public Accounts and utilized for the determination of state aid to the DISTRICT. Such services shall include the evaluation of the property value study for the DISTRICT, the preparation of an appeal if one is merited, representation in negotiations with the Comptroller's staff, representation in administrative hearings, and prosecution of an appeal to the courts, if one is necessary. In the event that the Comptroller assigns local value to DISTRICT, the Firm will review the self-reported information and will file a self-report appeal on behalf of DISTRICT if the filing of such appeal will benefit DISTRICT. The Firm also agrees to evaluate DISTRICT's need for an audit and prepare and file an audit request for DISTRICT if the filing of such a request will benefit DISTRICT. The Firm agrees to incur the costs of preparing an appeal and representation of DISTRICT in administrative and judicial hearings.

1.4 ***Tax Roll.*** Firm agrees to use its best efforts to obtain from Hidalgo County Tax Assessor Collector's Office the delinquent tax roll on all property located within the geographical limits of DISTRICT. The Firm will prepare delinquent tax statements and will assume responsibility for computing penalty and interest (including attorney's fees) on such statements before such notices are mailed to property owners.

1.5 ***Taxpayer Notification and Response.*** The Firm shall prepare and mail all delinquent tax notices as soon as practicable after receipt of the tax roll on all delinquent accounts referred to the Firm for collection. In addition, the Firm shall respond to both written and oral communications from taxpayers.

1.6 ***Address Location.*** The Firm shall locate and identify the correct names and addresses of delinquent

taxpayers on behalf of DISTRICT. The Firm shall deliver this information to the Hidalgo County Tax Assessor Collector's Office. The Firm shall recommend guidelines which would permit DISTRICT to declare certain accounts uncollectible and permit such accounts to be carried as inactive or canceled. Each account recommended for inaction or cancellation shall be accompanied by a report reflecting the reasons for the recommendation and any supporting document that may be necessary for DISTRICT to take appropriate action as determined by DISTRICT.

1.7 ***Collection of Court Costs and Attorneys' Fees.*** In all delinquent tax suits filed, the Firm shall seek to recover the maximum amount of attorney's fees allowed by law.

1.8 ***Legal Activity.*** The Firm shall enforce by suit, or otherwise, the collection of all delinquent taxes, penalty and interest, not barred by the statute of limitations, on behalf of DISTRICT, owing to DISTRICT, provided current year taxes falling delinquent within the period of this Agreement are subject to its terms on the first day of July of the year in which the same become delinquent. Further, suits resolved before the last day of July must include current year delinquent taxes, interest and penalties, which are also subject to the terms of this Agreement.

By its acceptance of employment, the Firm agrees to diligently pursue the collection of delinquent taxes during the term thereof and to provide, at their expense, adequate legal and non-legal personnel, equipment and staffing to ensure that the terms of this Agreement are carried out to their fullest extent. The Firm shall obtain tax warrants and complete seizure proceedings on personal property or obtain an Order of Sale or a Writ of Execution and complete execution procedures to enforce any unpaid judgment.

1.9 ***Other Legal Activity.*** The Firm shall, in addition to those services previously specified herein, perform the following:

- (a) represent DISTRICT, if requested, in all lawsuits that may arise involving contested property values including appraisal review board appeals;
- (b) upon request of DISTRICT, assume the handling of any pending lawsuits in which DISTRICT is a party or should become a party which involve the appraisal, assessment or collection of ad valorem taxes, including intervention in pending lawsuits by other political subdivisions for the collection of delinquent taxes;
- (c) file all claims and represent DISTRICT in all actions for delinquent or current taxes in any bankruptcy or condemnation proceeding involving property lying within the boundaries of DISTRICT;

- (d) provide continuing guidance to DISTRICT with regard to the implementation of the Texas Property Tax Code, as may from time to time be amended, including, without limitation, review of the content and format of all forms, notices and records to ensure compliance with the requirements set out in the Code;
- (e) provide written opinions and advice to DISTRICT upon request on matters involving ad valorem taxation;
- (f) monitor and report to Hidalgo County Tax Assessor Collector's Office all activities of the State Comptroller's Office and the Texas Legislature as they relate to the administration of the Property Tax Code;
- (g) upon request, provide a member of the Firm to make presentations to community organizations, professional clubs or any other group which might be interested in hearing about property taxation;
- (h) call to the attention of the Tax Collector, or other appropriate officials of DISTRICT, any errors, double assessments, or other discrepancies known or discovered through their observation, or during the progress of work, and intervene on behalf of DISTRICT in all suits for taxes hereafter filed by any other taxing unit or entity on property located within DISTRICT's geographical limits.
- (i) provide such other tax related legal services are requested by DISTRICT.

ARTICLE II

DISTRICT Responsibilities

2.01 *Title Searches*. In those cases where collection of taxes are enforced by suit DISTRICT agrees to authorize the Firm to obtain from Tax Collector a title report showing the name, identity, and location of necessary parties, together with legal descriptions of property on which delinquent taxes are due. The Firm shall however order on DISTRICT's behalf such title reports as needed, and the Firm shall advance all charges and expenses on behalf of DISTRICT which are incurred in procuring such information and reports. Any recovery of such expenses under Tex. Tax Code Ann. § 33.48 shall be paid over to the Firm as and when collected from those persons sued. In no event shall DISTRICT be held liable to the Firm for uncollected title search expenses.

ARTICLE III

Meetings and Reports

3.1 *Reports*. The Firm shall provide DISTRICT, a quarterly report, or as often as required by DISTRICT,

which shall contain the following components:

- (a) *Tax Roll Report* – shows all accounts as of certain date; shows suit number, court information; bad addresses; bankruptcies and other information in an alphabetical listing for easy reference.
- (b) *Lawsuits Filed List* – shows suits that were filed on a certain day, the suit number, court and defendant’s name.
- (c) *Judgments List* – shows the list of judgments taken by court, the suit number and date taken.
- (d) *Bad Address List* – this report is derived from the Tax Roll Report. This report shows all bad addresses, the account name, number and address that is incorrect.
- (e) *Bankruptcy Report* – this report shows all the accounts with pending bankruptcies.
- (f) *Awaiting Service Report* – this report shows all suits pending in which citations have not been served on the defendants.
- (g) *Address Research Report* – this report shows all suits pending by court where the Sheriff or Constable is unable to locate the defendant.
- (h) *Notice of Intent to Sue Report* – this report shows all accounts that are ready for suit to be filed but no action other than letters have been written. This report shows names, addresses and the amount of taxes owed on each account.
- (i) *Pending Suits Report* – this report shows the suits that are pending. It will reflect the date suit was filed, the suit number and the date a judgment was entered by the court. This report can be generated with or without a detailed report of the taxes that are unpaid.
- (j) *Payment Agreement Report* – this report will show the number of payment agreements entered into by the Firm with taxpayers and the total amount of taxes, penalties and interest due on the payment agreements.
- (k) *Miscellaneous* – any other reports as requested by DISTRICT auditors or the DISTRICT business or accounting offices.

ARTICLE IV

Compensation⁹⁰ and Payment

4.1 **Compensation.** DISTRICT shall pay the Firm as compensation for delinquent tax collection services

under this Agreement is {percent (xx%)} (which shall include the additional penalty pursuant to Sections 33.07, 33.08, 33.11 of the Code) of the amount collected of all delinquent taxes, penalty and interest for the delinquent years covered by this Agreement, actually collected and paid to the collector of taxes during the term of this Agreement, as and when collected. Regarding current year collections during the period February through June of each year covered by this Agreement, the Firm agrees that, for delinquent taxes, the Firm will receive a fee only if attorney's fees are voluntarily paid pursuant to demand in pending litigation or if so awarded by a Court of competent jurisdiction pursuant to litigation, and the award is collected; and that DISTRICT will receive 100% of all taxes, penalty and interest due it under applicable provisions of the Code.

In the event Code Section 33.07 or Code Section 33.48 fees paid the Firm on collections are deemed for whatever reason unauthorized or uncollectible, then the Firm agrees to reimburse such fees to DISTRICT and indemnify and hold DISTRICT harmless from payment of such fees to any third party.

It is understood and agreed that in the event of any dispute between the parties hereto with regard to the interpretation of this Agreement or to the calculation of any amounts due the Firm, then and in such event, the interpretations, numbers, and/or amounts as determined by DISTRICT shall control and shall be determinative in the computation of amounts due the Firm.

Notwithstanding anything herein to the contrary, the Firm shall not be entitled to payment or compensation in any amount greater than the amount of monies actually and finally collected as attorneys' fees or as Code Sections 33.07, 33.08 and 33.11 penalties and designated by DISTRICT as fees due the Firm during the term of this Agreement. The Firm is not entitled to receive payments for any amount collected as attorneys' fees or Code Sections 33.07, 33.08 and 33.11 penalties which are subsequently determined by DISTRICT not to be credited as attorneys' fees or Code Sections 33.07, 33.08 and 33.11 penalties. This provision applies to all accounts, with the exception of bankruptcy accounts. On such bankruptcy accounts, the Firm shall be entitled to compensation for representation in the amount of {percent (xx%)} of delinquent taxes actually collected less any attorneys' fees allowed by the court. For the purposes of the previous sentence, the term "delinquent taxes" shall mean any tax, penalty and interest that is paid on or after February 1st of the year following the year in which the tax was levied.

DISTRICT shall pay, if classified as a Chapter 42 District for the purposes of school funding pursuant to the laws of the State of Texas for a year in which it received the benefit of this contract, the Firm as compensation a contingent fee of {percent (xx%)} of the additional state aid that DISTRICT obtains as a result of a complete appeal. If the Firm prepares

and files only a self-report appeal because DISTRICT has been assigned local value or if the firm prepares and files an audit request, DISTRICT agrees to pay the Firm as compensation a contingent fee of **{percent (xx%)}** of the additional state aid that DISTRICT obtains as a result of the self-report appeal or audit.

If classified as a Chapter 41 District for purposes of school funding pursuant to the laws of the State of Texas for a year in which it received the benefits of this contract, then DISTRICT agrees to pay the Firm as compensation a contingent fee of **{percent (xx%)}** of the reduction in the amount that DISTRICT must pay to the State of Texas or to another school district. If the Firm prepares and files only a self-report appeal because DISTRICT has been assigned local value or if the Firm prepares and files an audit request, DISTRICT agrees to pay the Firm as compensation a contingent fee of **{percent (xx%)}** of the reduction in the amount that DISTRICT must pay to the State of Texas or to another school district as a result of the self-report appeal or audit.

Both parties contemplate that there may be changes in school funding by the State of Texas that may affect the calculation of compensation pursuant to this Contract. In the event of a change in school funding by the State of Texas, the parties agree that the Firm shall be compensated for the applicable percentage for the services stated above as applied to the amount of increase in state aid received by DISTRICT or the amount of reduction in amount that DISTRICT must pay to the State of Texas or another school district, as applicable, as a result of the services rendered by the firm.

4.2 **Payment.** Compensation shall be due and owing to the Firm at the time such delinquent taxes, penalty and interest are actually received by DISTRICT. DISTRICT shall pay such compensation to the Firm monthly. Compensation shall be payable solely from the revenues collected as Code Sections 33.07, 33.08 and 33.11 penalties or attorneys' fees and produced by the delinquent taxes, penalties and interest collected pursuant to this Agreement. DISTRICT shall have the right to set off against the Firm's monthly payments any amounts previously paid to the Firm which are subsequently required to be rebated, refunded or do not result in amounts actually paid and retained as attorneys' fees or Code Sections 33.07, 33.08 and 33.11 penalties.

Payment for Property Value Study and Audit Services, if any, shall be made within thirty (30) days of the date of the invoice in the year following the year in which a complete appeal is prepared unless a different payment schedule is agreed to in writing by the DISTRICT and a partner of the Firm. Payment for audits or self-report appeal shall be made within thirty (30) days of the date of the invoice unless a different payment schedule is agreed to in writing by the DISTRICT and a partner of the Firm. Payments shall be based upon the Final Summary of Finance for the DISTRICT and all data will be sent to either the Chief Financial Officer or Assistant Superintendent for Business Operations for the DISTRICT for

review.

ARTICLE V

Term

Unless sooner terminated pursuant to the other provisions herein, the term of this Agreement shall commence on November 1, 2021 and continue until October 31, 2026.

In addition to any other termination rights of DISTRICT contained herein, DISTRICT shall review the performance of the Firm on a continuing and an annual basis, and the continuation of this Agreement is subject to satisfactory performance of services by the Firm in the sole discretion of DISTRICT.

ARTICLE VI

Termination

This Agreement may be terminated by DISTRICT at any time with or without cause and without liability therefore, upon thirty (30) days written notice given to the Firm. Upon termination, the Firm shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. However, if requested by DISTRICT, the Firm shall use its best efforts to reduce to judgments within three (3) months from termination all suits filed prior to the last day of the contract term. Unless DISTRICT requests that the Firm continue to represent DISTRICT in lawsuits filed prior to the termination date, the Firm shall withdraw as counsel and surrender all files and computerized materials to DISTRICT within 30 days of termination.

The Firm shall only be compensated for delinquent taxes, penalties and interest actually collected through the termination date plus delinquent taxes, penalties and interest, collected up to the three (3) month period following termination on those lawsuits handled by the Firm extending past the termination date as provided in this Article if DISTRICT has requested such continued representation. DISTRICT shall, within a reasonable period of time, pay the Firm all amounts then due under this Agreement. Copies of all reports, whether completed or partially completed, shall be delivered to DISTRICT within thirty (30) days of termination date.

ARTICLE VII

Indemnification and Insurance

7.1 **Indemnification.** The Firm hereby agrees ~~at~~^{at} all times to defend, indemnify and hold DISTRICT and its agents, employees, trustees and officials, harmless from and against any and all claims for damages, including costs and

attorneys' fees, which arise in the course of the performance of this Agreement, whether such claims were asserted before or after the termination of this Agreement.

7.2 **Insurance.** At all times during the term of this Agreement, the Firm will, at Firm's expense, carry, provide and maintain professional liability insurance in the amount of \$1,000,000, as evidenced by Exhibit "A" attached hereto and incorporated herein at this point for all purposes.

ARTICLE VIII

Miscellaneous Provisions

8.1 **Notices.** Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Firm: Linebarger Goggan Blair & Sampson, LLP
 ATTN: Lucy G. Canales, Capital Partner
 1512 South Lone Star Way
 Edinburg, Texas 78539

If to DISTRICT: McAllen Independent School District
 ATTN: Dr. Jose A. Gonzalez, Superintendent
 2000 North 23rd Street
 McAllen, Texas 78501

8.2 **Remedies Cumulative.** The rights and remedies contained in this Agreement shall be exclusive, but shall be cumulative of all other rights and remedies now or hereafter existing, whether by statute, at law or in equity, provided, however, that none of the parties shall terminate this Agreement except in accordance with the provisions hereof.

8.3 **No Implied Waiver.** Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

8.4 **Entire Agreement.** This Agreement comprises the entire agreement between the parties. This Agreement may not be altered or amended except in writing executed on behalf of all the parties and approved by vote of the Board of Trustees of DISTRICT.

8.5 **Captions.** The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles, and therefore, will be given no effect in construing this Agreement and shall not be restrictive of or be used to interpret the subject matter of any article, section or part of this Agreement.

8.6 **Applicable Law.** This Agreement is made subject to and shall be construed in accordance with the

Constitution and laws of the State of Texas. All obligations hereunder shall be performable in McAllen, Hidalgo County, Texas.

8.7 ***Independent Contractor.*** The Firm agrees that in performing the services to be rendered hereunder it is acting as an independent contractor and is not an agent or employee of DISTRICT.

8.8 ***Subcontractor.*** The Firm may not subcontract any portion of the work to be done hereunder except with the written approval of DISTRICT except for title research, mailing and service of process. Any subcontractor employed to perform any tasks under this Agreement shall be subject to the approval of DISTRICT

8.9 ***Assignment.*** This Agreement shall bind and benefit the respective parties and their legal successors and shall not be assignable in whole or in part.

8.10 ***Parties in Interest.*** This Agreement shall bind and benefit the parties hereto and shall not bestow any rights or benefits upon any third parties.

8.11 ***Ownership of Documents.*** All documentation or other work or materials, flow charts, individual lawsuit files, test results, records or other material developed pursuant to this Agreement either prior to or during the term hereof is deemed to be the property of DISTRICT and shall be delivered to DISTRICT upon termination of this Agreement.

8.12 ***Appraisals and Approvals.*** Any acceptance or approval by DISTRICT, or its agents or employees shall not constitute nor be deemed to be a release of responsibility and liability of the Firm, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness for any reports, information or other documents or services prepared or performed pursuant to the terms and conditions of this Agreement, nor shall such acceptance or approval be deemed to be an assumption of such responsibility or liability by DISTRICT or its agents and employees for any defect, error or omission in any designs, reports, information or other documents or services prepared or performed by the Firm, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

8.13 ***Representations.*** The Firm represents that it and its employees, agents, joint venturers and subcontractors are fully competent and qualified to perform all the services required to be performed under this Agreement. The Firm represents that it is experienced in the collection of ad valorem taxes and that all services to be performed hereunder shall be of the highest quality.

8.14 ***Construction.*** If any clause or provision of this Agreement shall be declared illegal, invalid or unenforceable under applicable laws, then and in that event, ~~it is~~ the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each

clause or provision of this Agreement that is declared illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8.15 **No Waiver.** DISTRICT does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of its covenants contained herein. This Agreement does not create any personal liability on the part of any trustee, officer or employee of DISTRICT.

8.16 The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

8.17 HB 89. Anti-BDS: Firm verifies does not boycott Israel and will not boycott Israel during the term of the contract, pursuant to Texas Gov't Code §2270.

8.18 Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.

Firm verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Firm verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Firm shall certify to District before beginning work and at no less than on an annual basis thereafter, that this process was followed.

(Signature page to follow)

IN WITNESS WHEREOF this instrument has been executed on behalf of the Firm and DISTRICT in duplicate originals which shall be considered to be of equal force and effect on this November 1, 2021.

Linebarger Goggan Blair & Sampson, LLP

Date By: _____
Lucy G. Canales, Capital Partner

McALLEN INDEPENDENT SCHOOL DISTRICT

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

ATTEST:

Date By: _____
Debbie Crane Aliseda, Secretary, Board of Trustees

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

EXHIBIT A

Certificate of Insurance

DRAFT

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:



99 _____
Superintendent of Schools

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

SUBMITTED BY: *Natalia Goza*
Natalia Goza (Sep 8, 2021 13:03 CDT)

SUPERVISOR: *Sam Saldivar, Jr.*
Sam Saldivar, Jr. (Sep 8, 2021 13:05 CDT)

Approved for presentation to the Board of Education:



100 _____
Superintendent of Schools

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR
MCALLEN INDEPENDENT SCHOOL DISTRICT
EXPRESSING ITS NOMINATION FOR APPRAISAL DISTRICT DIRECTORS
FOR 2022-2023 OF THE
HIDALGO COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS:**

WHEREAS, the Board of Trustees for **McAllen Independent School District** are authorized to make nominations for each position to be filled in the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, these directors shall serve a two (2) year term beginning January 1, 2022 and that all taxing entities associated with the Hidalgo County Appraisal District are authorized to nominate one person for said Board; and

WHEREAS, the Board of Trustees for McAllen ISD must submit the names of the nominees by written resolution to the Chief Appraiser by **October 15, 2021**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF MCALLEN INDEPENDENT SCHOOL DISTRICT, that the name(s) of:

(Name of Nominee)

is/are hereby nominated by the Board of Trustees of **McAllen Independent School District** to the Hidalgo County Appraisal District Board of Directors.

FUTHERMORE, the Board of Trustees for **McAllen Independent School District** directs the Chief Appraiser to submit said nomination for consideration by all taxing entities within the Hidalgo County Appraisal District in the upcoming district election.

PASSED AND APPROVED this _____ day of _____, 2021.

Sam Saldivar, Jr., President, Board of Trustees

ATTEST:

Debbie Crane Aliseda, Secretary, Board of Trustees

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: September 13, 2021

SUBJECT: Approval of Board of Education Meeting Minutes

REFERENCE: N/A

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 of 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 - August 9, 2021 - 5:00 P.M.
Board Workshop - August 16, 2021 - 4:30 P.M.

SUBMITTED BY: *Natalia Goza*

For further information contact:

Name: Natalia Goza

Office: 956-618-6094

eMail: natalie.goza@mcallsisd.net

SUPERVISOR: *Sam Saldivar, Jr.*
Sam Saldivar, Jr. (Sep 7, 2021 11:47 CDT)

Approved for presentation to the Board of Education:

J. Adansby

102

Superintendent of Schools