



Agenda of Regular Meeting

The Board of Trustees McAllen Independent School District

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, January 22, 2024, beginning at 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501.

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

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

1. **CALL MEETING TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT(S)**
5. **SUPERINTENDENT'S REPORT(S)**
 - A) Super Excellence Video
Presenter: Dr. René Gutiérrez, Superintendent
6. **RECOGNITION(S)**
7. **PROCLAMATION(S)**
 - A) Discussion and Possible Action on Proclamation Regarding School Board Recognition Month (January 2024) 7
Item Submitted: Mark May, Director of Marketing and Communication
Presenter: Dr. René Gutiérrez, Superintendent
8. **DONATION(S)**
9. **CONSENT AGENDA ITEMS**
 - A) Discussion and Possible Action Request for Proposal No. 2024-1018 Library Books, Audiovisual Supplies & Equipment, Software and Related Products and Services (Round 2) 9
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services

	Presenter: Dr. René Gutiérrez, Superintendent	
B)	Discussion and Possible Action on Request for Proposal No. 2024-1022 Career and Technology Education Instructional Supplies, Materials, Equipment and Related Services (Round 2 and Round 3) Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services	11
	Presenter: Dr. René Gutiérrez, Superintendent	
C)	Discussion and Possible Action on Request for Proposal No. 2022-1038 Special Education Equipment, Supplies, Services, and Related Products (Round 17) Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services	14
	Presenter: Dr. René Gutiérrez, Superintendent	
D)	Discussion and Possible Action on Memorandum of Understanding No. 2024-200 Edspire with Region One Education Service Center Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services	16
	Presenter: Dr. René Gutiérrez, Superintendent	
E)	Discussion and Possible Action of Final Payment to D & F Industries, Inc. on Contract No. 2022-188 Lamar Academy HVAC Improvements Item Submitted: Iris Luna, Chief Financial Officer	24
	Presenter: Dr. René Gutiérrez, Superintendent	
F)	Discussion and Possible Action on Final Payment to D & F Industries, Inc. on Contract No. 2022-191 Rowe High School HVAC Improvements Item Submitted: Iris Luna, Chief Financial Officer	30
	Presenter: Dr. René Gutiérrez, Superintendent	
G)	Discussion and Possible Action on Final Payment to CS Advantage USAA, Inc. on Contract No. 2022-172 Roosevelt Elementary Re-Roof Item Submitted: Iris Luna, Chief Financial Officer	37
	Presenter: Dr. René Gutiérrez, Superintendent	
H)	Discussion and Possible Action on Final Payment to CS Advantage USAA, Inc. on Contract No. 2022-173 Sam Houston Elementary Re-Roof Item Submitted: Iris Luna, Chief Financial Officer	42
	Presenter: Dr. René Gutiérrez, Superintendent	
I)	Discussion and Possible Action on Final Payment to Tele-Pro Communications on Contract No. 2022-196 Morris Middle School and De Leon Middle School Surveillance Camera System Item Submitted: Iris Luna, Chief Financial Officer	47
	Presenter: Dr. René Gutiérrez, Superintendent	
J)	Discussion and Possible Action on Request for Proposal No. 2024-1023 Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants and Rentals (Round 3) Item Submitted: Iris Luna, Chief Financial Officer	51

	Presenter: Dr. René Gutiérrez, Superintendent	
K)	Discussion and Possible Action on Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 3 and Round 4) Item Submitted: Iris Luna, Chief Financial Officer	53
	Presenter: Dr. René Gutiérrez, Superintendent	
L)	Discussion and Possible Action on Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 3) Item Submitted: Iris Luna, Chief Financial Officer	55
	Presenter: Dr. René Gutiérrez, Superintendent	
M)	Discussion and Possible Action on Request for Proposal No. 2022-1031 Athletic Equipment, Supplies, Reconditioning Services, and Related Products (Round 15) Item Submitted: Brian McClenny, Director of Athletic Department	57
	Presenter: Dr. René Gutiérrez, Superintendent	
10.	INSTRUCTIONAL SERVICES, HUMAN RESOURCES, DISTRICT OPERATIONS, BUSINESS OPERATIONS, AND BOARD OF TRUSTEES ITEMS	
A)	Instructional Services Item(s) (Dr. Rosalba De Hoyos)	
1.	Report Regarding Agreement No. 2024-289 Liberty Source, LLC Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services	59
	Presenter: Dr. René Gutiérrez, Superintendent	
2.	Discussion and Possible Action of the District-Wide Pre-K 4 Program Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services	60
	Presenter: Dr. René Gutiérrez, Superintendent	
B)	Human Resources Item(s) (Todd Miller)	
1.	Discussion and Possible Action of Revisions to Board Policy BE (LOCAL)- 2nd Reading Item Submitted: Todd Miller, Assistant Superintendent for Human Resources	67
	Presenter: Dr. René Gutiérrez, Superintendent	
2.	Discussion and Possible Action of Revision to Board Policy DEC (LOCAL) – 2nd Reading Item Submitted: Todd Miller, Assistant Superintendent for Human Resources	68
	Presenter: Dr. René Gutiérrez, Superintendent	
C)	District Operations Item(s) (Elizabeth Gonzalez)	
D)	Business Operations Item(s) (Iris Luna)	
1.	Report Regarding Agreement No. 2024-183 Investment Advisory Services (Meeder Public Funds Inc.) Item Submitted: Iris Luna, Chief Financial Officer	69

	Presenter: Dr. René Gutiérrez, Superintendent	
2.	Report Regarding the Monthly Financial and Investment Report for November 2023 Item Submitted: Iris Luna, Chief Financial Officer	70
	Presenter: Dr. René Gutiérrez, Superintendent	
3.	Report Regarding Taxes Collected for November 2023 Item Submitted: Iris Luna, Chief Financial Officer	98
	Presenter: Dr. René Gutiérrez, Superintendent	
4.	Discussion and Possible Action on the McAllen Independent School District December Budget Amendment for Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024 Item Submitted: Iris Luna, Chief Financial Officer	100
	Presenter: Dr. René Gutiérrez, Superintendent	
5.	Discussion and Possible Action on Amendment to Agreement No. 2024-159 Real Estate Sales Contract with Almondine Properties, LLC Item Submitted: Iris Luna, Chief Financial Officer	106
	Presenter: Dr. René Gutiérrez, Superintendent	
6.	Discussion and Possible Action on a Resolution to Uncommit a Certain Sum from Committed Fund Balance (Local 194) and Transfer to General Fund 199 Item Submitted: Iris Luna, Chief Financial Officer	129
	Presenter: Dr. René Gutiérrez, Superintendent	
E)	Board of Trustees Item(s)	
1.	Approval of Board of Education Meeting Minutes	141
	a) Regular Board Meeting December 18, 2023 5:00 PM	142
	b) Board Workshop January 15, 2023 1:00 PM	
11.	RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, 551.074, 551.076, and 551.089 Texas Government Code, to discuss the following:	
	A) Discussion of Human Resources Recommendation(s) for School Year 2023-2024	
	B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024	
	C) Discussion of Recommendation for the Associate Superintendent for Instructional Leadership	
	D) Discussion of Recommendation for the Deputy Superintendent Business & Operations	
	E) Discussion Regarding School Safety and Security	
	F) Pending and/or Potential Litigation	
	G) Possible Real Estate Acquisition	
12.	RECONVENE IN OPEN SESSION	
13.	ACTION ON ITEM(S) IN CLOSED SESSION	

- A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2023-2024 152
Item Submitted: Todd Miller, Assistant Superintendent Human Resources
Presenter: Dr. Rosalba De Hoyos, Interim Superintendent
- B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024 153
Item Submitted: Todd Miller, Assistant Superintendent Human Resources
Presenter: Dr. Rosalba De Hoyos, Interim Superintendent
- C) Discussion of Recommendation for the Associate Superintendent for Instructional Leadership 154
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources
Presenter: Dr. René Gutiérrez, Superintendent
- D) Discussion and Possible Action on Recommendation for Deputy Superintendent Business and Operations 155
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources
Presenter: Dr. René Gutiérrez, Superintendent
- E) Discussion Regarding School Safety and Security
- F) Pending and/or Potential Litigation
- G) Possible Real Estate Acquisition
14. **SCHEDULE OF FUTURE MEETINGS**
- A) Board Workshop February 12, 2024 4:00 PM Dr. Ricardo Chapa Board Room/Administration Building
- B) Regular Board Meeting - February 12, 2024 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building
- C) Special Board Meeting - February 26, 2024 - 4:00 PM Dr. Ricardo Chapa Board Room/Administration Building
- D) Regular Board Meeting - February 26, 2024 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building
- E) Board Workshop - March 18, 2024 - 4:00 PM Dr. Ricardo Chapa Board Room/Administration Building
- F) Regular Board Meeting- March 18, 2024 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building
- G) Special Board Meeting - March 25, 2024 - 5:30 PM Auditorium/McAllen High School
15. **ADJOURNMENT**

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

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

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on January 19, 2024 at 3:00 P.M.

Natalia Goza

on behalf of the Board of Trustees

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

SUBMITTED BY: _____

SUPERVISOR: *Mark May*
Mark May (Jan 10, 2024 15:35 CST)

Approved for presentation to the Board of Education:

Rene Gutierrez

7 _____
Superintendent of Schools Jan 10, 2024



Proclamation

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

Whereas, the mission of the public schools is to meet the diverse educational needs of all children and to empower them to become competent, productive contributors to a democratic society and an ever-changing world; and

Whereas, local school board members are committed to children and believe that all children can be successful learners and that the best education is tailored to the individual needs of the child; and

Whereas, local school board members are strong advocates for children, parents, employees, and community members and are responsible for communicating the needs of the school district to the public and the public’s expectations to the district;

Now Therefore, we do hereby declare our appreciation to the members of the McAllen Independent School District Board of Trustees and proclaim the month of January 2024, as

“School Board Recognition Month”

I urge all citizens to join us in recognizing the dedication and hard work of local school board members and in working with them to mold an education system that meets the needs of both today’s and tomorrow’s children.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 22nd day of January 2024.

Dr. René Gutiérrez, Superintendent
McAllen Independent School District

Attest:

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

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: Jenny Ann Vega

SUPERVISOR: Rosalba De Hoyos

Approved for presentation to the Board of Education:

Rene Gutierrez

9 _____

Interim Superintendent of Schools

Request for Proposal No. 2024-1018 Professional Development Library Books, Audiovisual Supplies Equipment, Software and Related Products and Services (Round 2)

No.	Responding Supplier	City	State	Recommendation
1	ABDO Publishing Company	Minneapolis	MN	Qualified
2	AKJ Wholesale, LLC	Baltimore	MD	Qualified
3	Bilingual Dictionaries, Inc.	Murrieta	CA	Qualified
4	BOUND TO STAY BOUND BOOKS, INC.	JACKSONVILLE	IL	Qualified
5	Capstone (Coughlan Companies LLC)	North Mankato	MN	Qualified
6	EastWest Books (Lerner Publishing Group)	Minneapolis	MN	Qualified
7	Follett School Solutions, Inc.	McHenry	IL	Qualified
8	Gateway Printing & Office Supply, Inc.	Edinburg	TX	Qualified
9	Heinemann (Greenwood Publishing Group LLC DBA Heinemann)	Portsmouth	NH	Qualified
10	Junior Library Guild (MT Library Services Inc.)	Plain City	OH	Qualified
11	Knowsys Educational Services, LLC	Ganado	TX	Qualified
12	Lakeshore Learning Materials, LLC (Lakeshore Parent, LLC)	Carson	CA	Qualified
13	Lakeview Books (Lerner Publishing Group)	Minneapolis	MN	Qualified
14	Mackin Educational Resources (Mackin Book Company)	Burnsville	MN	Qualified
15	QEP, Inc. Professional Books	Plano	TX	Qualified
16	Textbook Warehouse, LLC	Alpharetta	GA	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: *Lilia Sandoval Silva*

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:

Rene Gutierrez

11 _____

Superintendent of Schools

RECOMMENDED VENDORS
Request for Proposal No. 2024-1022
Career and Technology Education Instructional Supplies, Materials,
Equipment and Related Services (Round 2)

No.	Vendor Name	City	State	Recommendation
1	Bass Computers Inc.	Houston	TX	Recommended
2	Blick Art Materials LLC	Galesburg	IL	Recommended
3	Fisher Scientific Co. LLC	Hanover Park	IL	Recommended
4	Gateway Education Holdings LLC DE Savvas Learning Company LLC	Paramus	NJ	Recommended
5	iBenzer, Inc.	College Point	NY	Recommended
6	Knowsys Educational Services, LLC	Ganado	TX	Recommended
7	Lakeshore Learning Materials, LLC dba Lakeshore Learning Store	Carson	CA	Recommended
8	Mackin Book Company dba Mackin Educational Resources	Burnsville	MN	Recommended
9	McAllen Flight Academy, LLC dba McAllen Flight Academy	Mission	TX	Recommended
10	Meteor Education, LLC	Gainesville	FL	Recommended
11	Nasco Education LLC	Fort Atkinson	WI	Recommended
12	Cathryn Diane Goldsmith dba Superior Text LLC	Ypsilanti	MI	Recommended
13	Textbook Warehouse, LLC	Alpharetta	GA	Recommended
14	Uncharted Learning, NFP	Barrington	IL	Recommended

RECOMMENDED VENDORS
Request for Proposal No. 2024-1022
Career and Technology Education Instructional Supplies, Materials,
Equipment and Related Services (Round 3)


No.	Vendor Name	City	State	Recommendation
1	525 Technologies	Lawrenceville	GA	Recommended
2	Carolina Biological Supply Company	Burlington	NC	Recommended
3	Follett Content Solutions, LLC	McHenry	IL	Recommended
4	Harry K. Wong Publications, Inc.	Mountain View	CA	Recommended
5	JROTC Dog Tags, Inc.	Elk	WA	Recommended
6	School Outfitters	Cincinnati	OH	Recommended
7	YouScience, LLC	American Fork	UT	Recommended

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY:  Maribelle Elizondo (Jan 17, 2024 11:03 CST)

SUPERVISOR: 

Approved for presentation to the Board of Education:



14 _____
Superintendent of Schools

RECOMMENDED VENDORS
Request for Proposal No. 2022-1038
Special Education Equipment, Supplies, Services, and Related Products (Round 17)

No.	Vendor Name	City	State	Recommendation
1	American Health Staffing Group Inc. DE AHS Staffing, LLC.	Edmond	OK	Recommended

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: *Laura Williams*
Laura Williams (Jan 19, 2024 14:16 CST)

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:

Rene Gutierrez

16 _____
Superintendent of Schools



Daniel P. King, Ph.D.
Executive Director

Region One Education Service Center

1900 W. Schunior, Edinburg, TX 78541 • Ph (956) 984-6000 • Fax (956) 984-7655

Amendment to Memorandum of Agreement for Region One Education Service Center with McAllen ISD

1. It is mutually understood that the following Section will replace “Section 5 Cost,” of original Memorandum of Agreement effective January 23, 2024:

5. Costs:

District will be invoiced on an annual basis.

Annual Subscription Breakdown

Web-based Applications (2023-24)

Please check the desired products and services.

Chore Packages - *** Prorated Amount				
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Accountability \$750 per campus		\$0
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Instructional \$750 per campus		\$0
Addon Packages - *** Prorated Amount				
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	TSI/ACT/SAT/AP Tracker* \$700 per campus (5)		\$3,208
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Goal Setting Engine - \$250 per campus		\$0
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	HB 1416 Tracking - \$250 per campus		\$0
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Group Sharing - \$250 per campus		\$0
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Assessment Design Lab - \$2,000 per district		\$0
Per Student Services - *** Prorated Amount				
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	TSI/ACT/SAT/AP Tracker* (\$2*6729)		\$12,337
			EdSpire Annual Subscription Fee:	\$15,545
			Total 2023-24 Fee:	\$15,545

2. All remaining provisions contained within the original Memorandum of Agreement shall remain in full force and effect.

Authorization	
McAllen ISD	Region One ESC
Superintendent or Designee Signature	Signature
Name: Debbie Crane Aliseda	Name: Dr. Daniel King
Title: Board President	Title: Executive Director
Date:	Date:
Email: debbie.aliseda@mcallenisd.net	Email: dking@esc1.net
Phone: (956) 618-6000	Phone: (956)984-6001
Contact Person: Dr. Cynthia Olivarez	

Approved as to form:
O'Hanlon, Demerath & Castillo

By: 

Kevin O'Hanlon



**Documents Requiring Executive Director Approval
for
ROESC Provided Services**

This form is completed when Region One Education Service Center is providing services to school systems, other governmental entities, or organizations.

Total Program Revenue \$ 55,420.00

BENJAMIN MACIAS
Coordinator/Director

Nov 6, 2023
Date

MIGUEL CHUCA (Nov 6, 2023 17:00 CST)
Administrator

Nov 6, 2023
Date

Adrian Garcia (Nov 6, 2023 18:06 CST)
Division Deputy Director

Nov 6, 2023
Date

Brief Description of Contract/Agreement/MOU Required include 5w's (who, what, when, where & why), and duration of services:

The purpose of the Agreement is to provide professional development services to Participating District in the areas of software and database development.

ESC Contact Name & Number: Miguel Chuca 984-6197

Date: November 6, 2023



*Daniel P. King, Ph.D.
Executive Director*

Region One Education Service Center

1900 W. Schunior, Edinburg, TX 78541 ♦ Ph (956) 984-6000 ♦ Fax (956) 984-7655

Memorandum of Agreement for Region One Education Service Center with McAllen ISD

This Memorandum of Agreement "Agreement" is entered into by and between Region One Education Service Center (hereinafter Region One ESC) and McAllen ISD ("Participating District").

The purpose of the Agreement is to provide professional development services to Participating District in the areas of software and database development.

WITNESSETH:

WHEREAS, the Participating District is authorized by the Texas Education Code, and the Texas Interlocal Cooperation Act (Chapter 791, Title 7, Government Code), to enter into agreements with ESCs; and

WHEREAS, the Participating District desires to purchase certain support services; and

WHEREAS, Texas Education Code 8.002 permits regional education service centers, at the discretion of the commissioner of education, to provide services to assist schools in increasing efficiency and effectiveness of school operations (TEC 8.002). Authority for such services is granted under Texas government Code 791.001 et seq, as amended.

THEREFORE, NOW BE IT AGREED that the undersigned Participating District in return for the payment of the consideration stated below and subject to all terms of this Agreement, does hereby agree to the following terms, conditions, and general provisions:

The term of the agreement is 10/31/2023 to 08/31/2024

2. Termination of the Contract:

Either party to this Memorandum of Agreement may terminate this agreement by providing written notice to the other party fifteen (15) calendar days prior to the date of termination. In the event of termination Region One ESC shall determine the direct and indirect costs incurred to the date of termination and the Participating District shall pay Region One ESC that amount.

3. Role of Region One ESC:

Scope of work:

Provide EdSpire via hosted online subscription to assist teachers, schools and school districts in tracking, storing, monitoring, reporting and organizing student performance data and in tracking, storing, monitoring, reporting and organizing student and teacher progress. See term of contract for subscription time frame. First time converts are allowed up to three months grace time for initial conversion time, training, and setup. One day of physical on-site training will also be included at no cost.

Region one or its designated software partner is responsible for all maintenance including:

- Web server maintenance
- SSL Encryption
- System bandwidth
- Database server maintenance
- Database disaster recovery
- System high availability

If major modifications are required, a formal agreement can be drafted.

4. Role of Participating District:

When appropriate, Participating District should provide the materials, supplies, hardware/network support, and maintenance needed for the technical support specialist to complete the assigned task.

5. Costs:

District will be invoiced on an annual basis.

Annual Subscription Breakdown

Web-based Applications (2023-24)

Please check the desired products and services.

Chore Packages - *** Prorated Amount				
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Accountability \$750 per campus (29)		\$19,938
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Instructional \$750 per campus (29)		\$19,938
Addon Packages - *** Prorated Amount				
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	TSI/ACT/SAT/AP Tracker* \$700 per campus (5)		\$3,208
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Goal Setting Engine - \$250 per campus		\$0
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	HB 1416 Tracking - \$250 per campus		\$0
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Group Sharing - \$250 per campus		\$0
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Assessment Design Lab - \$2,000 per district		\$0
Per Student Services - *** Prorated Amount				
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	TSI/ACT/SAT/AP Tracker* (\$2*6729)		\$12,337
			EdSpire Annual Subscription Fee:	\$55,420
			Total 2023-24 Fee:	\$55,420

6. Limitation of Liability:

To the extent allowed by law, McAllen ISD agrees to indemnify, defend and hold harmless the Region One ESC, directors, officers, and employees from and against any losses, or damages that may occur due to Region One ESC carrying out the agreed upon services as specified in this contract.

Authorization

McAllen ISD	Region One ESC
 <small>Debbie C Aliseda (Nov 2, 2023 16:51 CDT)</small> Superintendent or Designee Signature	 <small>Daniel King (Nov 7, 2023 08:38 CST)</small> Signature
Name: Debbie Crane Aliseda	Name: Dr. Daniel King
Title: Board President	Title: Executive Director
Date: Nov 2, 2023	Date: Nov 7, 2023
Email: debbie.aliseda@mcallenisd.net	Email: dking@esc1.net
Phone: (956) 618-6000	Phone: (956)984-6001
Contact Person: Dr. Cynthia Olivarez	

Approved as to form:
 O'Hanlon, Demerath & Castillo

By: 


 Kevin O'Hanlon

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:





FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: Contract 2022-188 thru CSP 2022-1040 - Lamar Academy Heating, Ventilation, and Air Conditioning Improvements

1. Vendor Obligations to McAllen ISD:

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

Notes:

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

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

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

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

APPROVED BY:  Jan 10, 2024

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

ACKNOWLEDGED BY:  Jan 10, 2024

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

APPLICATION AND CERTIFICATE FOR PAYMENT

TO GENERAL CONTRACTOR:
 McAllen Independent School District
 2000 North 23rd St.
 McAllen, Tx 78501

PROJECT:
 Lamar Academy
 1009 N. 10th St.
 McAllen, Tx 78501
 VIA ARCHITECT:
 Halff Associates, Inc.
 5000 W. Military Hwy, Suite 100
 McAllen, Tx 78501

APPLICATION #: 20
 PERIOD TO: 12/26/23
 PROJECT NOS: 2022-188
 CONTRACT DATE: 04/11/22

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor

FROM CONTRACTOR:
 D&F Industries, Inc.
 3106 N. Sugar Road
 Pharr, Tx 78577

CONTRACT FOR: CSP 2022-1040 Lamar Academy HVAC Improvements -1194

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	3,794,500.00
2. Net change by Change Orders-----	\$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	3,794,500.00
4. TOTAL COMPLETED & STORED TO DATE-\$		3,794,500.00

(Column G on Continuation Sheet)

5. RETAINAGE:

a. _____ of Completed Work \$ _____
 (Columns D+E on Continuation Sheet)

b. _____ of Stored Material \$ _____
 (Column F on Continuation Sheet)

Total Retainage (Line 5a + 5b or

Total in Column 1 of Continuation Sheet----- \$ _____

6. TOTAL EARNED LESS RETAINAGE-----	\$	3,794,500.00
-------------------------------------	----	--------------

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)----- \$ 3,604,775.00

8. CURRENT PAYMENT DUE-----	\$	189,725.00
-----------------------------	----	------------

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

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

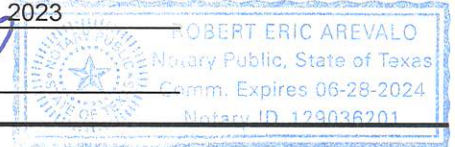
CONTRACTOR:

By: [Signature] Date: 12/26/23

State of: Texas
 County of: Hidalgo

Subscribed and sworn to before me this 26TH day of December, 2023

Notary Public: _____
 My Commission expires: 06/28/24



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ----- \$ **189,725.00**

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: [Signature] Date: 01/09/2024

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

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
Lamar Academy
1009 N. 10th St.
McAllen, Tx 78501

APPLICATION NUMBER: 20
APPLICATION DATE: 12/26/23
PERIOD TO: 26-Dec-23
ARCHITECT'S PROJECT NO: 2022-188

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Mobilize, Bonds & Insurance	\$108,355	\$108,355			108,355.00	100%		
2	Demolition								
3	Area A	\$68,420	\$68,420			68,420.00	100%		
4	Area B	\$64,545	\$64,545			64,545.00	100%		
5	Area C	\$19,948	\$19,948			19,948.00	100%		
6	Area D	\$19,246	\$19,246			19,246.00	100%		
7	Area E	\$16,106	\$16,106			16,106.00	100%		
8	Central Plant	\$18,351	\$18,351			18,351.00	100%		
9	Area A-New Work								
10	HVAC Duct Insulation	\$39,555	\$39,555			39,555.00	100%		
11	HVAC Pipe Insulation	\$242,637	\$242,637			242,637.00	100%		
12	Hydronic Piping	\$383,708	\$383,708			383,708.00	100%		
13	Metal Ducts	\$154,263	\$154,263			154,263.00	100%		
14	HVAC Power Ventilators	\$8,790	\$8,790			8,790.00	100%		
15	Fan Coil Units	\$251,300	\$251,300			251,300.00	100%		
16	Air Devices	\$1,500	\$1,500			1,500.00	100%		
17	Louvers	\$2,100	\$2,100			2,100.00	100%		
18	Area B-New Work								
19	HVAC Duct Insulation	\$24,003	\$24,003			24,003.00	100%		
20	HVAC Pipe Insulation	\$22,954	\$22,954			22,954.00	100%		
21	Hydronic Piping	\$103,745	\$103,745			103,745.00	100%		
22	Metal Ducts	\$28,638	\$28,638			28,638.00	100%		
23	HVAC Power Ventilators	\$2,200	\$2,200			2,200.00	100%		
24	Fan Coil Units	\$146,211	\$146,211			146,211.00	100%		
25	Air Devices	\$1,250	\$1,250			1,250.00	100%		
26	Louvers	\$2,100	\$2,100			2,100.00	100%		
27	Area C-New Work								
28	Hydronic Piping	\$68,668	\$68,668			68,668.00	100%		
	SUBTOTALS PAGE 2	1,798,593.00	1,798,593.00			1,798,593.00	100%		

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
Lamar Academy
1009 N. 10th St.
McAllen, Tx 78501

APPLICATION NUMBER: 20
APPLICATION DATE: 12/26/23
PERIOD TO: 26-Dec-23
ARCHITECT'S PROJECT NO: 2022-188

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
29	Metal Ducts	\$4,128	\$4,128			4,128.00	100%		
30	Semi-Custon AHU	\$148,808	\$148,808			148,808.00	100%		
31	Area D-New Work								
32	Metal Ducts	\$4,978	\$4,978			4,978.00	100%		
33	HVAC Power Ventilators	\$1,800	\$1,800			1,800.00	100%		
34	Packaged RTU's	\$235,828	\$235,828			235,828.00	100%		
35	Air Devices	\$400	\$400			400.00	100%		
36	Area E-New Work								
37	HVAC Power Ventilators	\$6,000	\$6,000			6,000.00	100%		
38	Packaged RTU's	\$14,200	\$14,200			14,200.00	100%		
39	DX Split System	\$5,500	\$5,500			5,500.00	100%		
40	Area F-New Work								
41	Pkg. Compressor & Cond. Units	\$97,715	\$97,715			97,715.00	100%		
42	Central Utility Plant								
43	Vibration Isolation	\$8,758	\$8,758			8,758.00	100%		
44	HVAC Equipment Insulation	\$5,500	\$5,500			5,500.00	100%		
45	HVAC Piping Insulation	\$32,308	\$32,308			32,308.00	100%		
46	Hydronic Piping	\$221,057	\$221,057			221,057.00	100%		
47	Hydronic Pumps	\$24,915	\$24,915			24,915.00	100%		
48	HVAC Water Treatment	\$6,944	\$6,944			6,944.00	100%		
49	Variable Frequency Drives	\$37,635	\$37,635			37,635.00	100%		
50	Condensing Boiler & Flue	\$95,997	\$95,997			95,997.00	100%		
51									
52	Controls								
53	Approved Submittals	\$23,250	\$23,250			23,250.00	100%		
54	Delivery of Eqpt. To Site	\$116,250	\$116,250			116,250.00	100%		
55	Installation of Eqpt. To Hardware	\$186,000	\$186,000			186,000.00	100%		
56									
SUBTOTALS PAGE 3		3,076,564.00	3,076,564.00			3,076,564.00	100%		

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
Lamar Academy
1009 N. 10th St.
McAllen, Tx 78501

APPLICATION NUMBER: 20
APPLICATION DATE: 12/26/23
PERIOD TO: 26-Dec-23
ARCHITECT'S PROJECT NO: 2022-188

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
57	Software & System Programming	\$69,750	\$69,750			69,750.00	100%		
58	System Cx, Verification, Closeout	\$69,750	\$69,750			69,750.00	100%		
59									
60	Suspended Ceilings								
61	Remove	\$62,250	\$62,250			62,250.00	100%		
62	Re-Install	\$62,250	\$62,250			62,250.00	100%		
63									
64	Testing and Balancing	\$19,950	\$19,950			19,950.00	100%		
65									
66	Duct Cleaning	\$32,601	\$32,601			32,601.00	100%		
67									
68	Electrical	\$276,385	\$276,385			276,385.00	100%		
69									
70	Contingency								
71									
72	AEA #01	\$22,767	\$22,767			22,767.00	100%		
73	AEA #02 Ceiling Grid	\$19,740	\$19,740			19,740.00	100%		
74	AEA #03	\$28,229	\$28,229			28,229.00	100%		
75									
76	AEA #04	\$7,670	\$7,670			7,670.00	100%		
77	AEA #05	\$5,265	\$5,265			5,265.00	100%		
78	AEA #06	\$41,329	\$41,329			41,329.00	100%		
79									
80									
81									
82									
83									
84									
SUBTOTALS PAGE 4		3,794,500.00	3,794,500.00			3,794,500.00	100%		

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:



30 Superintendent of Schools



FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: Contract 2022-191 thru CSP 2022-1046 - James "Nikki" Rowe High School Heating, Ventilation, and Air Conditioning Improvements

1. Vendor Obligations to McAllen ISD:

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

Notes:

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

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

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

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

APPROVED BY:  Jan 10, 2024

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

ACKNOWLEDGED BY:  Jan 10, 2024

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

Melissa Ortiz
 Signature Date
 Jan 9, 2024
 Signature Date
 Jan 9, 2024
 Signature Date

APPLICATION AND CERTIFICATE FOR PAYMENT

TO GENERAL CONTRACTOR:
 McAllen Independent School District
 2000 North 23rd St.
 McAllen, Tx 78501
 FROM CONTRACTOR:
 D&F Industries, Inc.
 PO Box 1680
 Pharr, Tx 78577

PROJECT:
 NIKKI ROWE HS HVAC IMPROVEMENTS
 2101 N. Ware Rd.
 McAllen, Tx 78501
 VIA ARCHITECT:
 Half Associates, Inc.
 5000 W. Military Hwy, Suite 100
 McAllen, Tx 78501

APPLICATION #: 21 Distribution to:
 PERIOD TO: 12/26/23
 PROJECT NOS: 2022-191
 CONTRACT DATE: 05/09/22
 Owner
 Const. Mgr
 Architect
 Contractor

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	5,522,000.00
2. Net change by Change Orders-----	\$	-180,660.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	5,341,340.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$	5,341,340.00
5. RETAINAGE:		
a. _____ of Completed Work	\$	
b. _____ of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$	
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	5,341,340.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----		
	\$	5,074,273.00
8. CURRENT PAYMENT DUE-----	\$	267,067.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	

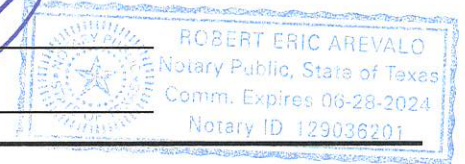
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	-\$180,660.00	
TOTALS	-\$180,660.00	
NET CHANGES by Change Order	-\$180,660.00	

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

CONTRACTOR:
 By: [Signature] Date: 12/26/23

State of: Texas
 County of: Hidalgo
 Subscribed and sworn to before
 me this 26th day of Dec-23

Notary Public:
 My Commission expires: 06/28/24



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ----- \$ 267,067.00
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
 By: [Signature] Date: 01/09/24

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

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
 NIKKI ROWE HS HVAC IMPROVEMENTS
 2101 N. Ware Rd.
 McAllen, Tx 78501

APPLICATION NUMBER: 21
 APPLICATION DATE: 12/25/23
 PERIOD TO: 26-Dec-23
 ARCHITECT'S PROJECT NO: 2022-191

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Mobilization, Bonds & Insurance	\$194,500	\$194,500			194,500.00	100%		
2	Division 02								
3	Concrete Removal	\$52,700	\$52,700			52,700.00	100%		
4	Division 03								
5	Foundation-Conc Forms & Acc	\$46,300	\$46,300			46,300.00	100%		
6	Foundation-Conc Rebar	\$49,600	\$49,600			49,600.00	100%		
7	Foundation-Cast-in-Place Conc	\$29,945	\$29,945			29,945.00	100%		
8	Foundation-Concrete Curing	\$11,000	\$11,000			11,000.00	100%		
9	Column-Conc Forms & Acc	\$8,960	\$8,960			8,960.00	100%		
10	Column-Conc Rebar	\$25,400	\$25,400			25,400.00	100%		
11	Column-Cast-in-Place Conc	\$15,275	\$15,275			15,275.00	100%		
12	Column-Concrete Curing	\$7,040	\$7,040			7,040.00	100%		
13	Division 05								
14	Structural Steel	\$60,297	\$60,297			60,297.00	100%		
15	Division 08								
16	Sectional Doors	\$31,144	\$31,144			31,144.00	100%		
17	Division 13								
18	Metal Building Systems	\$293,058	\$293,058			293,058.00	100%		
19	Division 22								
20	Plumbing Piping Insulation	\$11,700	\$11,700			11,700.00	100%		
21	Domestic Water Piping	\$39,600	\$39,600			39,600.00	100%		
22	Sanitary Waste & Vent Piping	\$45,600	\$45,600			45,600.00	100%		
23	Emergency Plumbing Fixtures	\$21,600	\$21,600			21,600.00	100%		
24	Gas Piping	\$4,800	\$4,800			4,800.00	100%		
25	Division 23								
26	Meters & Gauges	\$21,804	\$21,804			21,804.00	100%		
27	Hangers & Supports	\$25,734	\$25,734			25,734.00	100%		
28	Vibration Isolation	\$28,460	\$28,460			28,460.00	100%		
	SUBTOTALS PAGE 2	1,024,517.00	1,024,517.00			1,024,517.00	100%		

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
 NIKKI ROWE HS HVAC IMPROVEMENTS
 2101 N. Ware Rd.
 McAllen, Tx 78501

APPLICATION NUMBER: 21
 APPLICATION DATE: 12/25/23
 PERIOD TO: 26-Dec-23
 ARCHITECT'S PROJECT NO: 2022-191

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		% (G/C)			
29	Identification for Pipe & Eqpt.	\$2,951	\$2,951			2,951.00	100%		
30	System Prep Testing & Balance	\$11,428	\$11,428			11,428.00	100%		
31	Testing & Balancing	\$7,260	\$7,260			7,260.00	100%		
32	Duct Insulation	\$33,894	\$33,894			33,894.00	100%		
33	HVAC Equipment Insulation	\$16,968	\$16,968			16,968.00	100%		
34	Hydronic Piping Insulation	\$212,901	\$212,901			212,901.00	100%		
35	Commission of HVAC	\$13,332	\$13,332			13,332.00	100%		
36	Controls-Approved Submittals	\$22,855	\$22,855			22,855.00	100%		
37	Controls-Delivery of Eqpt.to Site	\$114,278.00	\$114,278.00			114,278.00	100%		
38	Installation of Eqpt & Hardware	\$182,846.00	\$182,846.00			182,846.00	100%		
39	Software & System Program	\$68,568.00	\$68,568.00			68,568.00	100%		
40	System CxA, Verify, Close-Out	\$68,568.00	\$68,568.00			68,568.00	100%		
41	Hydronic Piping	\$838,917	\$838,917			838,917.00	100%		
42	Underground Hydronic Piping	\$193,038	\$193,038			193,038.00	100%		
43	HVAC Water Treatment	\$36,932	\$36,932			36,932.00	100%		
44	HVAC Power Ventilators	\$16,193	\$16,193			16,193.00	100%		
45	Diffusers, Registers, Grilles	\$18,941	\$18,941			18,941.00	100%		
46	Fire Tube Condensing Boilers	\$95,770	\$95,770			95,770.00	100%		
47	Centrifugal Water Chillers	\$478,687	\$478,687			478,687.00	100%		
48	Cooling Towers	\$274,362	\$274,362			274,362.00	100%		
49	AHU's and Fan Coil Units	\$232,577	\$232,577			232,577.00	100%		
50	Pumps, Trim, Tanks	\$196,167	\$196,167			196,167.00	100%		
51	Division 26								
52	Mobilization	\$28,585	\$28,585			28,585.00	100%		
53	Rough-In	\$149,579	\$149,579			149,579.00	100%		
54	Switch Gear	\$234,005	\$234,005			234,005.00	100%		
55	Wire	\$125,278	\$125,278			125,278.00	100%		
56	Light Fixtures	\$10,416	\$10,416			10,416.00	100%		
	SUBTOTALS PAGE 3	4,709,813.00	4,709,813.00			4,709,813.00	100%		

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
 NIKKI ROWE HS HVAC IMPROVEMENTS
 2101 N. Ware Rd.
 McAllen, Tx 78501

APPLICATION NUMBER: 21
 APPLICATION DATE: 12/25/23
 PERIOD TO: 26-Dec-23
 ARCHITECT'S PROJECT NO: 2022-191

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
57	Devices	\$613	\$613			613.00	100%		
58	Temporary Power	\$14,760	\$14,760			14,760.00	100%		
59	Special Systems	\$4,144	\$4,144			4,144.00	100%		
60	Demolition	\$13,620	\$13,620			13,620.00	100%		
61	Division 28								
62	Refrigerant Detection & Alarm	\$34,639	\$34,639			34,639.00	100%		
63	Division 31								
64	Site Mobilization	\$99,072	\$99,072			99,072.00	100%		
65	Site Clearing	\$57,272	\$57,272			57,272.00	100%		
66	Subgrade Preparation	\$63,472	\$63,472			63,472.00	100%		
67	Excavation & Backfill for Utilities	\$77,272	\$77,272			77,272.00	100%		
68	Termite Control	\$26,172	\$26,172			26,172.00	100%		
69	Division 32								
70	HMAC	\$18,000	\$18,000			18,000.00	100%		
71	Flexible Base	\$9,500	\$9,500			9,500.00	100%		
72	Division 33								
73	Prime Coat	\$3,000	\$3,000			3,000.00	100%		
74	Concrete Sidewalks	\$15,000	\$15,000			15,000.00	100%		
75	Water Transmission	\$32,190	\$32,190			32,190.00	100%		
76	Pipe Boring & Jacking	\$47,190	\$47,190			47,190.00	100%		
77	Sanitary Sewers	\$55,081	\$55,081			55,081.00	100%		
78									
79									
80	Ceiling Removal/Re-Install	\$91,190	\$91,190			91,190.00	100%		
81									
82	Contingency	\$180,660						180,660.00	
83	Contingency Credit	(\$180,660)						(180,660.00)	
84									
SUBTOTALS PAGE 4		5,372,000.00	5,372,000.00			5,372,000.00	100%		

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
 NIKKI ROWE HS HVAC IMPROVEMENTS
 2101 N. Ware Rd.
 McAllen, Tx 78501

APPLICATION NUMBER: 21
 APPLICATION DATE: 12/25/23
 PERIOD TO: 26-Dec-23
 ARCHITECT'S PROJECT NO: 2022-191


A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
85	AEA 01 Potholing Existing Utilities	\$1,425	\$1,425			1,425.00	100%		
86	AEA 02	(\$29,586)	(\$29,586)			(29,586.00)			
87	AEA 03 Delete AHU-1	(\$2,499)	(\$2,499)			(2,499.00)			
88									
89									
90									
91									
92									
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106									
107									
108									
109									
110									
111									
112									
SUBTOTALS PAGE 5		5,341,340.00	5,341,340.00			5,341,340.00	100%		

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:



37 _____

Superintendent of Schools



FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: Contract 2022-172 thru CSP 2022-1035 – Theodore Roosevelt Elementary Re-Roof

1. Vendor Obligations to McAllen ISD:

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

Notes:

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

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

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

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

APPROVED BY:  Jan 10, 2024

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

ACKNOWLEDGED BY:  Jan 10, 2024

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

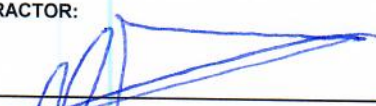
TO (OWNER): MCALEN ISD 2000 N. 23TH ST MCALEN, TX 78501
 FROM (CONTRACTOR): CS ADVANTAGE USAA, INC. P.O. BOX 12407 COLLEGE STATION, TX 77842
 VIA (ARCHITECT): J.C. CHANIN ENG. LLC 400 NOLANA SUITE H2, MCALEN TX 78504
 APPLICATION NO: 05
 SERVICE AGREEMENT NO CSP 2022-1035
 ARCHITECT'S CHANIN ENG. LLC
 PROJECT NO:
 DISTRIBUTION TO: OWNER ARCHITECT CONTRACTOR OTHER
 CONTRACT DATE: 3/01/22

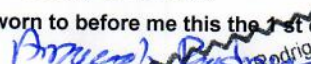
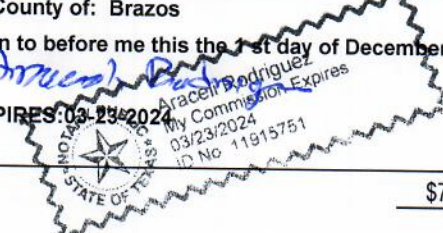
CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITION	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
No:	Date Approved		
1	Allownce Unused		25,000
TOTALS			25000
NET CHANGE BY CHANGE ORDERS			-25,000

1. ORIGINAL CONTRACT SUM	\$789,000.00
2. Net Change by Change Orders	(\$25,000.00)
3. CONTRACT SUM TO DATE (LINE 1+2)	\$764,000.00
4. TOTAL COMPLETED & STORED TO DATE (COLUMN G G703)	\$764,000.00
5. RETAINAGE:	
A: 5% OF COMPLETED WORK (Column D+E on G703)	\$0.00
B: 5% of Stored Material (Column F on G703)	\$0.00
Total Retainage (line 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less line 5 total)	\$764,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (line 6 from prior Certificates)	\$690,336.50
8. CURRENT PAYMENT DUE.	\$73,663.50
9. BALANCE TO FINISH, PLUS RETAINAGE	\$0.00


The undersigned Contractor certifies that to the best of the Contractor knowledge, Information and belief the work covered by this application for payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractors for work for which previous certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 BY: 



State of: Texas County of: Brazos
 Subscribed and Sworn to before me this 1st day of December, 2023
 NOTARY PUBLIC: 
 MY COMMISSION EXPIRES: 03-23-2024


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

\$73,663.50

(Attach explanation if amount certified differs from the amount applied for)
 ARCHITECT:
 BY:  DATE: 01/10/24

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein, issuance, payment and acceptance of payment are without prejudice to any rights of the owner or contractor under this contract.

APPROVED FOR PAYMENT

 Melissa Ortiz (Jan 10, 2024 10:04 CST) Jan 10, 2024
 Signature Date

 Signature Date
 Signature Date

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:



42 _____

Superintendent of Schools



FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: Contract 2022-173 thru CSP 2022-1036 – Sam Houston Elementary Re-Roof

1. Vendor Obligations to McAllen ISD:

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

Notes:

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

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

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

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

APPROVED BY:  Jan 10, 2024

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

ACKNOWLEDGED BY:  Jan 10, 2024

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

TO (OWNER):
 MCALLEN ISD ROOFING SAM HOUSTON ELEM.
 2000 N. 23TH ST
 MCALLEN, TX 78501
FROM (CONTRACTOR): **VIA (ARCHITECT):**
 CS ADVANTAGE USAA, INC. J.C.
 P.O. BOX 12407 CHANIN ENG. LLC
 COLLEGE STATION, TX 77842 400 NOLANA SUITE H2, MCALLEN TX 78504
CONTRACT FOR: **CONTRACT DATE:** 3/01/22

APPLICATION NO: 05
SERVICE AGREEMENT NO
CSP 2022-1036
ARCHITECT'S CHANIN ENG. LLC
PROJECT NO:
CONTRACT DATE: 3/01/22

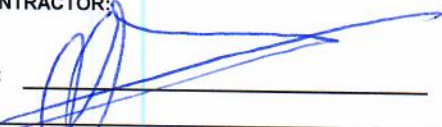
DISTRIBUTION TO:
 OWNER x
 ARCHITECT
 CONTRACTOR
 OTHER


CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITION	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
No:	Date Approved		
1	Unused funds		5800
TOTALS			5800
NET CHANGE BY CHANGE ORDERS			-5800


- 1. ORIGINAL CONTRACT SUM \$660,000.00
- 2. Net Change by Change Orders (\$5,800.00)
- 3. CONTRACT SUM TO DATE (LINE 1+2) \$654,200.00
- 4. TOTAL COMPLETED & STORED TO DATE (COLUMN G G703) \$654,200.00
- 5. RETAINAGE:
 - A: 5% OF COMPLETED WORK (Column D+E on G703) \$0.00
 - B: 5% of Stored Material (Column F on G703) \$0.00
 - Total Retainage (line 5a + 5b or Total in Column I of G703) \$0.00
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 less line 5 total) \$654,200.00
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (line 6 from prior Certificates) \$559,922.40
- 8. CURRENT PAYMENT DUE. \$94,277.60
- 9. BALANCE TO FINISH, PLUS RETAINAGE \$0.00

The undersigned Contractor certifies that to the best of the Contractor knowledge, Information and belief the work covered by this application for payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractors for work for which previous certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

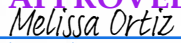

CONTRACTOR:
 BY: 

State of: Texas County of: Bexar
 Subscribed and Sworn to before me this the 04th day of April, 2023
 NOTARY PUBLIC: 
 MY COMMISSION EXPIRES 03-23-2024
\$94,277.60

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

(Attach explanation if amount certified differs from the amount applied for)
ARCHITECT:
 BY:  **DATE:** 01/10/24

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein, issuance, payment and acceptance of payment are without prejudice to any rights of the owner or contractor under this contract.

APPROVED FOR PAYMENT

 Melissa Ortiz (Jan 10, 2024 09:50 CST) Jan 10, 2024
 Signature Date

 Signature Date
 Signature Date

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:



47 _____
Superintendent of Schools



FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: Contract 2022-196 thru CSP 2022-1047 – Homer J. Morris Middle School and Alonzo De Leon Middle School Surveillance Camera System

1. Vendor Obligations to McAllen ISD:

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

Notes:

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

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

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

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

APPROVED BY:  Jan 11, 2024

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

ACKNOWLEDGED BY:  Jan 11, 2024

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

	Jan 10, 2024
Signature	Date
	Jan 11, 2024
Signature	Date

TO: MCALLEN ISD
2000 NORTH 23RD STREET
MCALLEN TX 78501

PROJECT: CSP No.2022-1047 O.C: 2022-196
Surveillance Camera System
PO# 8082300467-De leon M.S.
PO# 8082300468-Morris M.S.

APPLICATION NO: 006
PERIOD TO: 1/31/24

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM: TELEPRO COMMUNICATIONS
12005 N BRYAN ROAD
MISSION TX 78573

VIA ARCHITECT:

PROJECT NO: Q04219
CONTRACT DATE: 6/13/22
INVOICE NO: 15243

CONTRACT FOR: MCALLEN ISD

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM.....\$	519,840.00
2. Net change by Change Orders.....\$	-6,442.25
3. CONTRACT SUM TO DATE (Line 1+-2).....\$	513,397.75
4. TOTAL COMPLETED & STORED TO DATE.....\$ (Column G on G703)	513,397.75
5. RETAINAGE:	
a. % of Completed Work....\$.00
(Column D+E on G703)	
b. % of Stored Material....\$.00
(Column F on G703)	
Total Retainage (Line 5a+5b or.....\$.00
Total in Column I of G703)	
6. TOTAL EARNED LESS RETAINAGE.....\$	513,397.75
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....\$	487,727.85
8. CURRENT PAYMENT DUE.....\$	25,669.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6).....\$.00

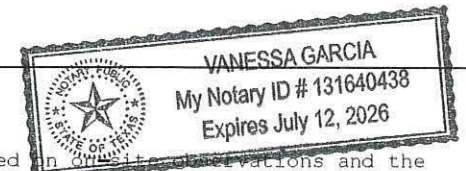
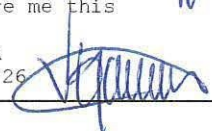
CONTRACTOR: TelePro Communications

By:  Date: 1/10/24

State Of: TEXAS
County Of: HIDALGO

Subscribed and sworn to before me this 10 day of JAN, 2024

Notary Public: VANESSA GARCIA
My Commission expires: 07/12/26



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....\$ 25,669.90

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Lizbeth Guerra
By: Lizbeth Guerra (Jan 10, 2024 16:33 CST) Date: Jan 10, 2024

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	.00	-6,442.25
Total approved this month	.00	.00
TOTALS	.00	-6,442.25
NET CHANGES by Change Order	.00	-6,442.25

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 006
 APPLICATION DATE: 1/10/24
 PERIOD TO: 1/31/24
 ARCHITECT'S PROJECT NO: Q04219

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUES	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % G/C	I BALANCE TO FINISH (C - G)	J RETAINAGE IF VARIABLE RATE
			PREVIOUS APPLICATION (D + E)							
1	CCTV - MORRIS	.00	.00	.00	.00	.00	.00	0	.00	.00
5	DESIGN & SUBMITTALS	850.00	850.00	.00	.00	850.00	100	.00	.00	.00
10	MATERIALS	157,680.00	157,680.00	.00	.00	157,680.00	100	.00	.00	.00
15	PRE-WIRE LABOR	9,980.00	9,980.00	.00	.00	9,980.00	100	.00	.00	.00
20	TRIM-OUT LABOR	3,528.00	3,528.00	.00	.00	3,528.00	100	.00	.00	.00
25	TESTING	1,132.00	1,132.00	.00	.00	1,132.00	100	.00	.00	.00
30	ELECTRICAL WORK	58,600.00	58,600.00	.00	.00	58,600.00	100	.00	.00	.00
35	HVAC WORK	10,600.00	10,600.00	.00	.00	10,600.00	100	.00	.00	.00
40	CONTINGENCY	15,000.00	10,007.88	.00	.00	10,007.88	67	4,992.12	.00	.00
45	BOND	8,000.00	8,000.00	.00	.00	8,000.00	100	.00	.00	.00
	TOTAL PHASE 001	265,370.00	260,377.88	.00	.00	260,377.88	98	4,992.12	.00	.00
2	CCTV - DELEON	.00	.00	.00	.00	.00	0	.00	.00	.00
5	DESIGN & SUBMITTALS	850.00	850.00	.00	.00	850.00	100	.00	.00	.00
10	MATERIALS	164,435.00	164,435.00	.00	.00	164,435.00	100	.00	.00	.00
15	PRE-WIRE LABOR	10,051.00	10,051.00	.00	.00	10,051.00	100	.00	.00	.00
20	TRIM-OUT LABOR	3,547.00	3,547.00	.00	.00	3,547.00	100	.00	.00	.00
25	TESTING	1,137.00	1,137.00	.00	.00	1,137.00	100	.00	.00	.00
30	ELECTRICAL WORK	39,950.00	39,950.00	.00	.00	39,950.00	100	.00	.00	.00
35	HVAC WORK	11,500.00	11,500.00	.00	.00	11,500.00	100	.00	.00	.00
40	CONTINGENCY	15,000.00	13,549.87	.00	.00	13,549.87	90	1,450.13	.00	.00
45	BOND	8,000.00	8,000.00	.00	.00	8,000.00	100	.00	.00	.00
	TOTAL PHASE 002	254,470.00	253,019.87	.00	.00	253,019.87	99	1,450.13	.00	.00
	CO#1 CREDIT CONTINGENCY-MORRIS	-4,992.12	.00	.00	.00	.00	0	-4,992.12	.00	.00
	TOTAL PHASE 000	-4,992.12	.00	.00	.00	.00	0	-4,992.12	.00	.00
	CREDIT CONTINGENCY-DE LEON	-1,450.13	.00	.00	.00	.00	0	-1,450.13	.00	.00
	TOTAL PHASE 000	-1,450.13	.00	.00	.00	.00	0	-1,450.13	.00	.00
	BASE CONTRACT	519,840.00	489,840.00	.00	.00	489,840.00	99		.00	.00
	CHANGE ORDERS	-6,442.25	23,557.75	.00	.00	23,557.75	0		.00	.00
	TOTALS	513,397.75	513,397.75	.00	.00	513,397.75	100	.00	.00	.00

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: *Laura Williams*
Laura Williams (Jan 18, 2024 17:56 CST)

SUPERVISOR: *[Signature]*

Approved for presentation to the Board of Education:

[Signature]

51 _____
Superintendent of Schools

**Request for Proposal 2024-1023 Catering, Entertainment, Field Trips, Fundraising, Food,
Restaurants, and Rentals (Round 3)**

No.	Responding Supplier	City	State	Recommendation
1	EPL Ventures, LLC dba El Pollo Loco	McAllen	TX	Qualified
2	Literati, Inc	Austin	TX	Qualified
2	S&A Grill	Mission	TX	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: *Laura Williams*
Laura Williams (Jan 19, 2024 14:43 CST)

SUPERVISOR: *[Signature]*

Approved for presentation to the Board of Education:

[Signature]

53 _____
Superintendent of Schools

RFP 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 3 and Round 4)

No.	Responding Supplier	City	State	Recommendation
1	Accelerate Learning Inc.	Houston	TX	Qualified
2	Age of Learning, Inc.	Glendale	CA	Qualified
3	Baiza and Associates Consulting LLC	Leander	TX	Qualified
4	Ballard & Tighe, Publishers (Educational IDEAS, Inc.)	Brea	CA	Qualified
5	Bjorem Speech Publications, LLC	Castle Rock	CO	Qualified
6	De Alba Math Center	McAllen	TX	Qualified
7	ExploreLearning, LLC	Dallas	TX	Qualified
8	Learn By Doing, Inc.	Evanston	IL	Qualified
9	Learn21: A Flexible Learning Collaborative	Blue Ash	OH	Qualified
10	Learning A-Z, LLC	Dallas	TX	Qualified
11	Lexia Voyager Sopris Inc.	Dallas	TX	Qualified
12	Liberty Source LLC	Austin	TX	Qualified
13	Read Naturally, Inc.	St. Paul	MN	Qualified
14	Ready Bodies, Learning Minds, LLC	Spring Branch	TX	Qualified
15	Scholastic Inc.	New York	NY	Qualified
16	Shmoop University, Inc.	Scottsdale	AZ	Qualified
17	STEM Detective, LLC	Houston	TX	Qualified
18	Summit K12 Holdings Inc	Austin	TX	Qualified
19	The Master Teacher, Inc.	Manhattan	KS	Qualified
20	Uncharted Learning, NFP	Barrington	IL	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: *Laura Williams*
Laura Williams (Jan 18, 2024 17:44 CST)

SUPERVISOR: *[Signature]*

Approved for presentation to the Board of Education:

[Signature]

55 _____
Superintendent of Schools

RFP 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 3)

No.	Responding Supplier	City	State	Recommendation
1	Educational Products, Inc.	Carrollton	TX	Qualified
2	House of Ribbons (Frances L. Rehfeld)	Lago Vista	TX	Qualified
3	Monarch Trophy Studio (Drago Investments, LTD)	San Antonio	TX	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: _____

SUPERVISOR: *Brian McClenny*
Brian McClenny (Jan 17, 2024 12:38 CST)

Approved for presentation to the Board of Education:

Rene Gutierrez

57 _____

Superintendent of Schools

RFP 2022-1031 Athletic Equipment, Supplies, Reconditioning Services, and Related Products (Round 15)

No.	Responding Supplier	City	State	Recommendation
1	Champion Awards and Apparel (John Hernandez)	Weslaco	TX	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: *Laura Williams*
Laura Williams (Jan 17, 2024 17:45 CST)

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:


Rene Gutierrez

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

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SUBMITTED BY: _____

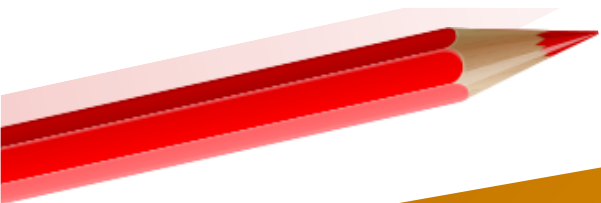
SUPERVISOR:  _____

Approved for presentation to the Board of Education:



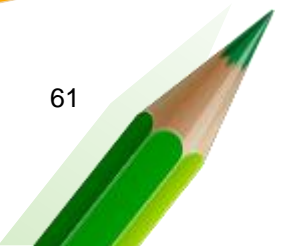
60 _____

Superintendent of Schools Jan 18, 2024



Pre-Kindergarten 4 for All

January 22, 2024



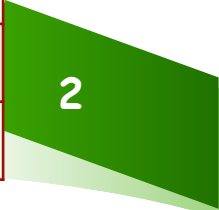
Pre -Kindergarten at McAllen ISD



House Bill 3 mandates that all **eligible four-year-old** children receive full-day pre-kindergarten.

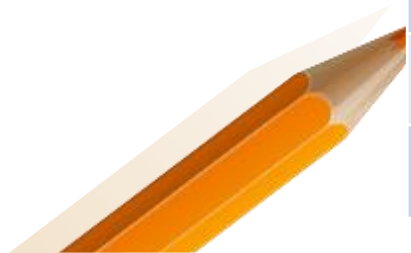
At McAllen ISD, children may participate in a full-day Pre-K 4 program at any elementary campus through the following programs:

Pre-Kindergarten		Current Enrollment
Free for eligible students	Traditional program (1/2-day student allotment funded by the state)	809
Free for non-eligible students	Universal program (district funded with local funds)	70
Not free	Tuition program (funded by parents)	33
		Total 912



2023-24 Current Pre-K Enrollment


Campus	Pre-K Eligible		Pre-K Ineligible	Universal	Tuition	Total Pre-K
ROOSEVELT	17		0	0	0	17
MCAULIFFE	27		2	2	0	29
LUCILE M. HENDRICKS	30		6	5	1	36
HOUSTON	38		1	1	0	39
BLANCA E SANCHEZ	33		12	5	7	45
GARZA	41		4	4	0	45
DR PABLO PEREZ	34		12	8	4	46
RAYBURN	33		15	15	0	48
FIELDS	49		0	0	0	49
JACKSON	50		4	4	0	54
MILAM	46		10	7	3	56
GONZALEZ	43		21	3	18	64
CASTANEDA	53		12	12	0	65
SEGUIN	87		0	0	0	87
	3 YO	4 YO				
WILSON (Head Start Campus)	64	33	2	2	0	99
ALVAREZ (Head Start Campus)	77	71	1	1	0	149
ESCANDON (Head Start Campus)	67	81	1	1	0	149
THIGPEN/ZAVALA (Head Start Campus) 63	93	73	0	0	0	167
	301 3 YO	809 4 YO				
Grand Total	1,141		103	70	33	1,244



Community Need

Projected Additional Universal Pre-k4

116 unmet requests
+33 Tuition program
149 (round off to 150)



Campus Requested	Unmet Requests for Universal PreK	Tuition Enrollment
Alvarez Elementary	2	
Castaneda Elementary	10	
Fields Elementary	2	
Garza Elementary	4	
Gonzalez Elementary	19	18
Hendricks Elementary	7	1
Jackson Elementary	4	
McAuliffe Elementary	6	
Milam Elementary	12	3
Perez Elementary	12	4
Rayburn Elementary	10	
Roosevelt Elementary	2	
Sam Houston Elementary	3	
Sanchez Elementary	14	7
Seguin Elementary	6	
Thigpen-Zavala Elementary	2	
Wilson Elementary	1	
Total	116	33

Projected Additional Pre-Kindergarten 4 Classrooms



150 students / 22 students per classroom = 7 classrooms

Projected Additional Universal Pre-k4 seats	Projected Additional Universal Pre-k4 Classrooms	Salaries for 7 classrooms	Additional cost for 7 classrooms	Total Cost for 7 additional classrooms
116 unmet requests +33 Tuition program enrollment 149 (round off to 150)	150 students ÷ 22 students per classroom 6.82 7 additional classrooms needed	\$490,000 (7 teachers) +\$210,000 (7 paraprofessionals) \$700,000 (14 total staff)	\$70,000 Inst. Materials +\$105,000 Furniture (if needed) \$175,000 Furniture = 1 time expense Curriculum = 1 time for 8 yrs.	700,000 salaries +175,000 add'l needs \$ 875,000



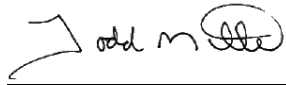
Questions?

Dr. Rosalba De Hoyos


**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: _____ **SUPERVISOR:** 
Jan 19, 2024

Approved for presentation to the Board of Education:

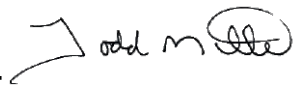

Superintendent of Schools Jan 19, 2024

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: _____

SUPERVISOR: 
Jan 19, 2024

Approved for presentation to the Board of Education:


68 _____
Superintendent of Schools Jan 19, 2024

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

SUBJECT: Report Regarding Agreement No. 2024-183 Investment Advisory Services with Meeder Public Funds, Inc.

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District ("District") has historically utilized the investment management services of Meeder Public Funds, Inc ("Meeder").

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS

Through this agreement, Meeder will provide non-discretionary investment management services for the District in accordance with the terms of the applicable state investment code and investment policy. Meeder serves as an advisor for the assets deposited into the account for the District.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through general funds.

RECOMMENDED BOARD ACTION:

This item is for informational purposes only. No action required.

Attachment:

SUBMITTED BY: _____

SUPERVISOR:  _____

For further information contact:
Name: Iris Luna, RTSBA
Office: 956-688-5418
email: Iris.Luna@mcallenisd.net

Approved for presentation to the Board of Education:


69 _____
Superintendent of Schools

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:



70 _____
Superintendent of Schools

**COMPARISON OF BUDGET TO REVENUES, EXPENDITURES AND ENCUMBRANCES
FOR THE MONTH OF NOVEMBER 30, 2023**

	A APPROVED BUDGET 2022-23 11/30/22	B YTD ACTUAL 07/01/22 TO 11/30/22	C APPROVED BUDGET 2023-24 11/30/23	D YTD ACTUAL 07/01/23 TO 11/30/23	E DIFFERENCE C - D	F OUTSTANDING ENCUMBRANCES 12/01/23 06/30/24	G YTD REVENUES, EXPENSES AND ENCUMBRANCES D + F	H BUDGET LESS EXPENSES AND ENCUMBRANCES C - G
REVENUES:								
LOCAL AND INTERMEDIATE SOURCES	\$3,065,654	\$2,268,271	\$6,852,992	\$4,619,851	\$2,233,141		\$4,619,851	\$2,233,141
PROPERTY TAXES	84,847,227	8,197,761	87,833,337	2,152,364	85,680,973		2,152,364	85,680,973
STATE PROGRAM REVENUES	122,772,887	66,408,607	123,728,809	71,484,866	52,243,943		71,484,866	52,243,943
FEDERAL PROGRAM REVENUES	24,798,911	8,816,894	25,296,005	8,429,383	16,866,622		8,429,383	16,866,622
OTHER RESOURCES/NON-OPERATING REVENUES	63,232	111,691	22,470	99,871	(77,401)		99,871	(77,401)
SUB TOTAL	\$235,547,911	\$85,803,223	\$243,733,613	\$86,786,335	\$156,947,278		\$86,786,335	\$156,947,278
EXPENDITURES:								
11 INSTRUCTION	\$113,092,738	\$34,480,785	\$136,534,702	\$34,912,222	\$101,622,480	78,881,676	\$113,793,898	\$22,740,804
12 INST. RES. & MEDIA SERVICES	3,447,621	1,006,466	3,554,534	992,504	2,562,030	2,063,315	3,055,819	498,715
13 CURRICULUM DEV. & INST. STAFF DEV.	4,543,675	1,541,281	4,450,106	1,497,325	2,952,781	1,634,764	3,132,089	1,318,017
21 INST. LEADERSHIP	3,434,995	1,206,955	3,345,164	1,041,540	2,303,624	1,371,540	2,413,081	932,083
23 SCHOOL LEADERSHIP	13,186,472	4,746,670	13,447,627	4,875,499	8,572,128	7,596,962	12,472,461	975,166
31 GUID., COUNSELING & EVAL. SER.	9,861,677	3,051,457	9,849,721	3,007,279	6,842,442	5,818,840	8,826,119	1,023,602
32 SOCIAL WORK SERVICES	2,001,889	682,441	2,192,930	689,623	1,503,307	1,234,488	1,924,110	268,820
33 HEALTH SERVICES	3,039,421	825,327	3,003,833	788,789	2,215,044	1,790,683	2,579,473	424,360
34 STUDENT (PUPIL) TRANS.	5,048,264	1,995,329	4,335,492	1,875,272	2,460,220	479,457	2,354,729	1,980,763
35 FOOD SERVICES	20,992,946	7,237,753	21,170,237	6,439,545	14,730,692	8,497,834	14,937,379	6,232,858
36 CURRICULAR/EXTRACURRICULAR ACT.	12,131,983	3,032,847	11,124,893	3,165,515	7,959,378	3,747,534	6,913,049	4,211,844
41 GENERAL ADMINISTRATION	8,354,550	3,587,523	8,572,112	3,312,056	5,260,056	3,537,251	6,849,307	1,722,805
51 PLANT MAINT. & OPERATIONS	22,420,000	8,601,365	22,167,227	8,490,672	13,676,555	6,569,861	15,060,533	7,106,694
52 SECURITY AND MONITORING SERV.	7,658,742	2,208,274	7,147,626	2,254,815	4,892,811	2,420,190	4,675,006	2,472,620
53 DATA PROCESSING SERVICES	6,092,078	2,266,030	6,730,778	2,317,362	4,413,416	1,851,027	4,168,389	2,562,389
61 COMMUNITY SERVICES	115,517	18,987	84,014	19,393	64,621	51,446	70,840	13,174
71 DEBT SERVICE	5,166,759	961,672	4,805,783	1,250,414	3,555,369	17,911	1,268,324	3,537,459
81 FAC. ACQUISITION & CONST.	27,411,587	3,058,043	18,260,769	2,766,276	15,494,493	1,730,145	4,496,422	13,764,347
95 PMT. TO JUV. JUSTICE ALT. ED. PRG.	40,000	20,000	40,000	20,000	20,000	0	20,000	20,000
99 OTHER INTERGOVERNMENTAL CHARGES	965,919	470,984	1,048,026	501,389	546,637	0	501,389	546,637
00 OTHER USES/NON-OPERATING EXPENSES	12,500,000	0	1,146,018	0	1,146,018	0	0	1,146,018
SUB TOTAL	\$281,506,833	\$81,000,190	\$283,011,592	\$80,217,491	\$202,794,101	\$129,294,927	\$209,512,418	\$73,499,174
REVENUES OVER (UNDER) EXPENDITURES		\$4,803,033		\$6,568,844				
BEGINNING FUND BALANCE		149,933,573		134,836,211				
PRELIMINARY ENDING FUND BALANCE		<u>\$154,736,606</u>		<u>\$141,405,055</u>				
OPTIMUM FUND BALANCE FOR UNFORESEEN EVENTS		\$143,823,106		\$140,593,896				



MONTHLY INVESTMENT REPORT

McAllen ISD

NOVEMBER 30, 2023



MEEDER
72
PUBLIC FUNDS

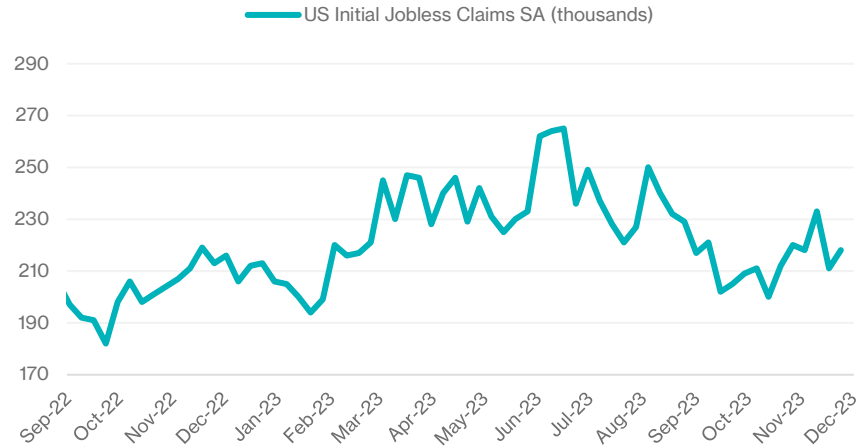
A Fed Pause Turn Into a Fed Pivot?

In November, the Federal Open Market Committee unanimously voted to leave rates unchanged for the second consecutive meeting, leaving the target range for the federal funds rate at 5.25% - 5.50%. Chairman Jerome Powell messaged throughout the month that it is too early to declare an end to rate hikes, much less to speculate when rate cuts will happen. Powell cautioned that “It would be premature to conclude with confidence that we have achieved a sufficiently restrictive stance, or to speculate on when policy might ease”. However, markets still expect rate cuts in 2024 as yields moved lower during the month.

The labor market continues to soften, leading markets to believe we are at the end of the rate hiking cycle. The October US Employment report was softer than expected, showing that the US economy added 150,000 jobs during the month compared to 336,000 in the prior month. Year-over-year wage increases continue to slow, now down to 4.1%, the lowest reading since July 2021. Even though the labor force continues to grow, average hours worked have stalled and are back to pre-pandemic levels. Jobless claims continue to grind higher, and the unemployment rate ticked up to 3.9% from 3.8% previously.

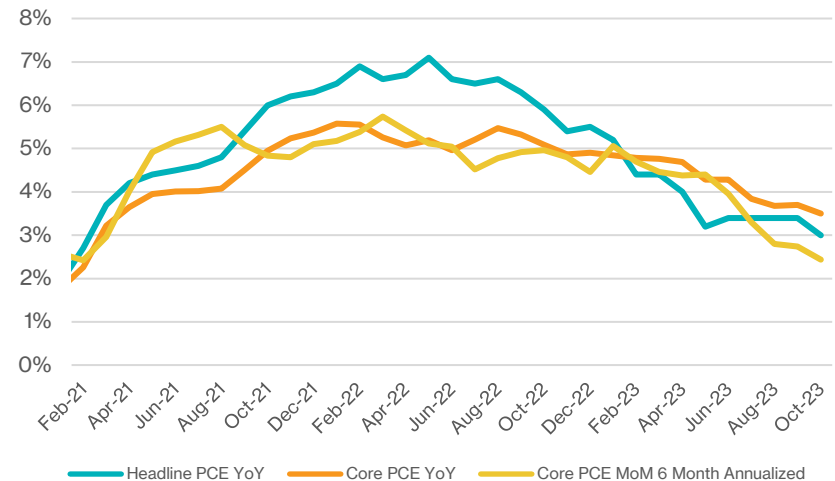
Inflation data continues to weaken as well. The core Personal Consumption Expenditures (PCE) Index, the Federal Reserve’s preferred measure of price inflation, continues to moderate. Data from October showed that inflation slowed to an annual pace of 3.5%, the lowest level since August 2021. Month-over-month, the index increased by just 0.16%, and annualizing the last 6 monthly increases shows consumer prices are increasing at a rate of 2.44%, within striking distance of the Federal Reserve’s target.

Jobless Claims Increasing



SOURCE: BLOOMBERG

Inflation Trending Lower



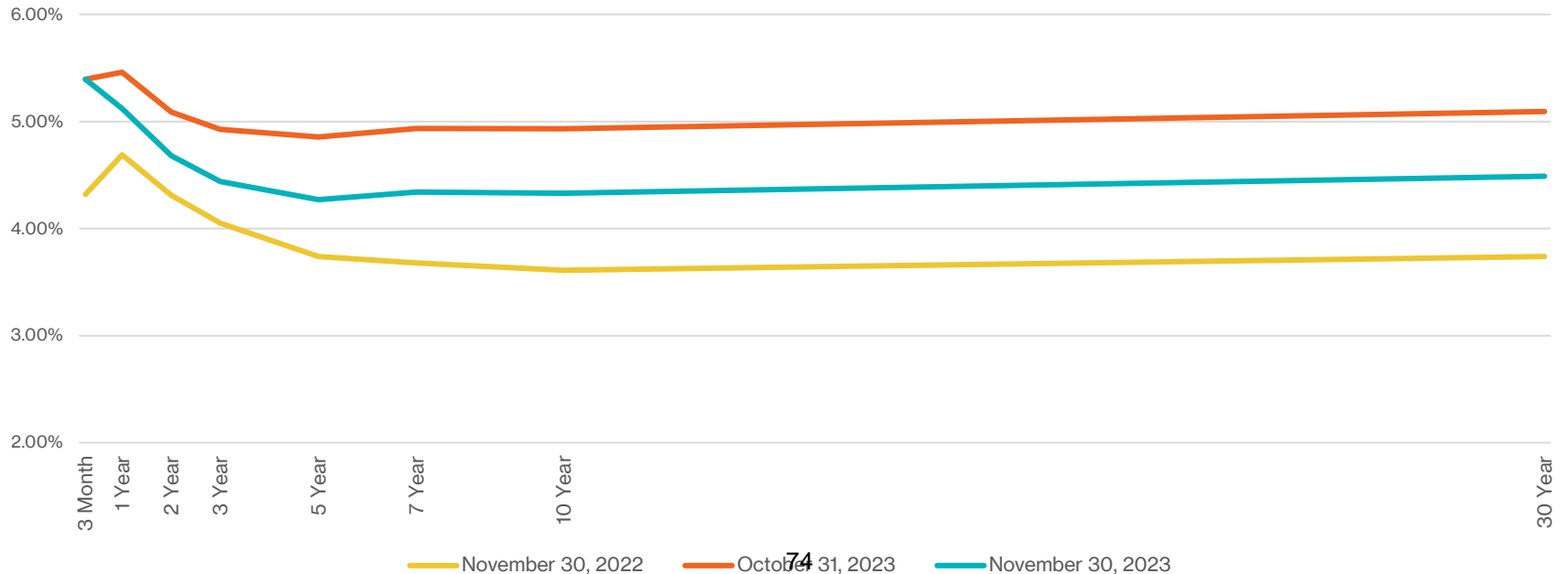
SOURCE: BLOOMBERG

Rates Retreat from October Highs

We are getting closer to the end of the Federal Reserve’s historic rate hiking cycle, and markets continue to price in a more aggressive pace of rate cuts. At the end of October, markets were pricing in nearly three rate cuts in 2024. By the end of November, markets had priced in another two rate cuts for a total of five by the end of 2024. This shift in market expectations for monetary policy prompted the 2-year treasury yield to decline by 0.41% to 4.68%. Likewise, long-term bond yields also decreased, as the 10-year treasury declined by 0.60% to 4.33%. The spread between the 2-year and 10-year treasury yield decreased by 0.20% to -0.36%, keeping the curve inverted and signaling lower policy rates ahead.

We will continue to look to add value by picking up incremental yield on high-quality bonds. Rates are still near historic levels not seen since 2007, making this a very attractive time to buy longer maturities and lock in yields.

US Treasury Yield Curve



McAllen Independent School District
 Monthly Investment Report
 November 1, 2023 – November 30, 2023

Portfolio Summary Management Report

This report and investment portfolio of the District is in compliance with the District investment strategy as expressed in the District's investment policy and relevant provisions of the Government Code, Chapter 2256, the Public Funds Investment Act.

<p><u>Portfolio as of 10/31/23:</u></p> <p>Beginning Book Value \$ 158,395,423 Beginning Market Value \$ 157,885,698</p> <p>WAM at Beginning Period Date¹ 87 days</p> <p><i>(Decrease in market value is due to seasonal cash outflows)</i></p>	<p><u>Portfolio as of 11/30/23:</u></p> <p>Ending Book Value \$ 154,522,263 Ending Market Value \$ 154,146,593</p> <p>Unrealized Gain/Loss \$ (375,670)</p> <p>WAM at Ending Period Date¹ 95 days</p> <p>Change in Market Value² \$ (3,739,105)</p>
<p>Average Yield to Maturity for period 4.738% Average Yield 1-year Treasury Bill for period 5.280% Average Yield 2-year Treasury Note for period 4.880%</p>	



 Iris Luna, Interim Asst. Superintendent of Business Operations
 McAllen ISD



 Dyanira Diaz, Director of Accounting
 McAllen ISD



 Vanessa Arrezola, Coordinator for Accounting
 McAllen ISD

¹ WAM – weighted average maturity

² “Change in Market Value” is required data, but will primarily reflect the receipt and expenditure of the District’s funds from month to month. Meeder Public Funds has assisted in the preparation of this consolidated investment report, with additional input provided by McAllen ISD.

Your Portfolio

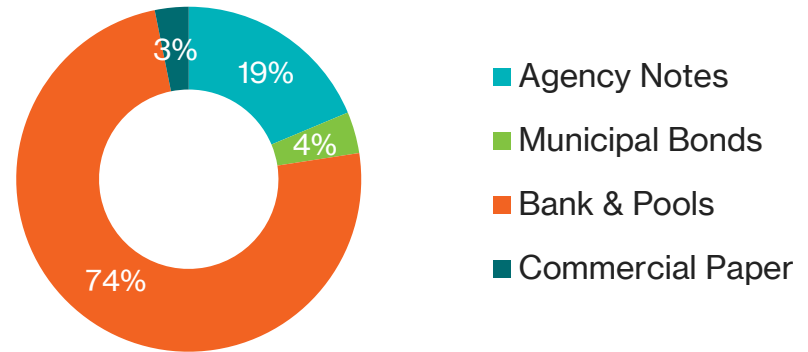
As of November 30, 2023

Your Portfolio Statistics

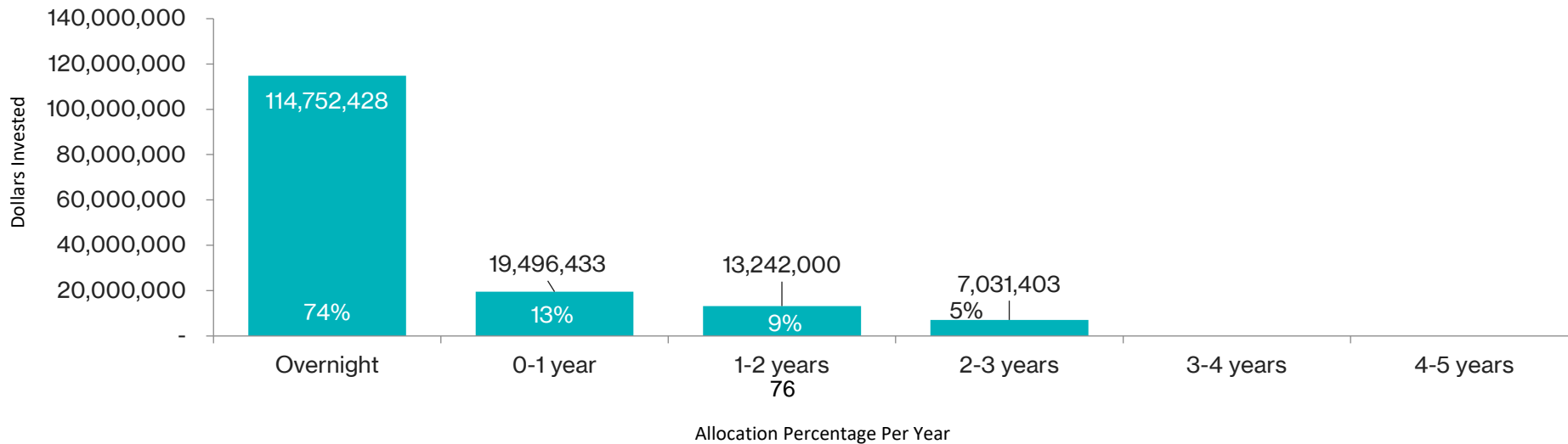
Weighted Average Maturity 0.26 years

Weighted Average Yield (All Funds) 4.74%

Your Asset Allocation



Your Maturity Distribution





**McAllen ISD
Portfolio Management
Portfolio Summary
November 30, 2023**

Meeder Public Funds
901 S. MoPac
Suite 300
Austin, TX 78746
-

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
BNY Mellon	9,652.27	9,652.27	9,652.27	0.01	1	1	0.000
Frost Bank	20,825,499.85	20,825,499.85	20,825,499.85	13.48	1	1	2.830
Commercial Paper Disc. -Amortizing	5,000,000.00	4,889,516.00	4,888,100.00	3.16	241	144	5.988
Federal Agency Coupon Securities	29,332,000.00	28,512,392.36	28,869,785.43	18.68	811	401	3.406
Municipal Bonds	6,160,000.00	5,992,256.75	6,011,949.93	3.89	622	373	4.549
Texpool/Texpool Prime	22,550,846.52	22,550,846.52	22,550,846.52	14.59	1	1	5.494
Lone Star	71,366,429.40	71,366,429.40	71,366,429.40	46.19	1	1	5.527
	155,244,428.04	154,146,593.15	154,522,263.40	100.00%	184	95	4.738
Investments							
Cash and Accrued Interest							
Accrued Interest at Purchase		8,750.27	8,750.27				
Subtotal		8,750.27	8,750.27				
Total Cash and Investments	155,244,428.04	154,155,343.42	154,531,013.67		184	95	4.738

Total Earnings	November 30 Month Ending	Fiscal Year To Date
Current Year	565,269.22	2,804,511.46

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of McAllen ISD of the position and activity within the District's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body.

Jan 16, 2024

Iris Luna, Interim Asst Supt of Bus Operations

Reporting period 11/01/2023-11/30/2023

Data Updated: SET_MCAL: 12/13/2023 17:54

Run Date: 12/13/2023 - 17:54

McAllen ISD
Summary by Type
November 30, 2023
Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Activity Fund						
Frost Bank	1	2,404,832.30	2,404,832.30	1.56	2.830	1
Subtotal	1	2,404,832.30	2,404,832.30	1.56	2.830	1
Fund: Clearing Fund						
Frost Bank	1	3,299,498.67	3,299,498.67	2.14	2.830	1
Subtotal	1	3,299,498.67	3,299,498.67	2.14	2.830	1
Fund: Capital Projects Fund						
Frost Bank	2	4,431,078.33	4,431,078.33	2.87	2.830	1
Lone Star	4	6,552,696.44	6,552,696.44	4.24	5.486	1
Subtotal	6	10,983,774.77	10,983,774.77	7.11	4.414	1
Fund: Debt Service Fund						
Frost Bank	1	120,464.75	120,464.75	0.08	2.830	1
Lone Star	2	3,129,841.89	3,129,841.89	2.03	5.472	1
Subtotal	3	3,250,306.64	3,250,306.64	2.11	5.374	1
Fund: General Fund						
Frost Bank	1	8,313,676.19	8,313,676.19	5.38	2.830	1
Federal Agency Coupon Securities	5	18,200,000.00	18,200,000.00	11.78	3.080	271
Municipal Bonds	1	2,495,000.00	2,506,297.37	1.62	5.593	175
Lone Star	3	54,629,962.35	54,629,962.35	35.35	5.540	1
Commercial Paper Disc. -Amortizing	2	5,000,000.00	4,888,100.00	3.16	5.988	144
Texpool/Texpool Prime	2	22,550,846.52	22,550,846.52	14.59	5.494	1
Subtotal	14	111,189,485.06	111,088,882.43	71.88	4.946	55
Fund: Plan 457 Fund						
Frost Bank	1	0.00	0.00	0.00	0.000	0
Subtotal	1	0.00	0.00	0.00	0.000	0

McAllen ISD
Summary by Type
November 30, 2023
Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Proprietary Fund						
Frost Bank	1	2,255,949.61	2,255,949.61	1.46	2.830	1
Lone Star	2	7,053,928.72	7,053,928.72	4.56	5.485	1
Subtotal	3	9,309,878.33	9,309,878.33	6.02	4.842	1
Fund: QSCB - Reserve Fund						
BNY Mellon	1	9,652.27	9,652.27	0.01	0.000	1
Federal Agency Coupon Securities	4	11,132,000.00	10,669,785.43	6.91	3.960	622
Municipal Bonds	2	3,665,000.00	3,505,652.56	2.27	3.802	514
Subtotal	7	14,806,652.27	14,185,090.26	9.19	3.918	595
Fund: QSCB - Debt Service						
BNY Mellon	1	0.00	0.00	0.00	0.000	0
Subtotal	1	0.00	0.00	0.00	0.000	0
Total and Average	37	155,244,428.04	154,522,263.40	100.00	4.738	95



McAllen ISD
Fund ACT - Activity Fund
Investments by Fund
November 30, 2023

Meeder Public Funds
 901 S. MoPac
 Suite 300
 Austin, TX 78746
 -

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999915	10020	Frost Bank Public Checking	07/01/2023	2,404,832.30	2,404,832.30	2,404,832.30	2.830	2.791	2.830	1
Subtotal and Average				2,404,832.30	2,404,832.30	2,404,832.30		2.791	2.830	1
Total Investments and Average				2,404,832.30	2,404,832.30	2,404,832.30		2.791	2.830	1

**Fund CLEAR - Clearing Fund
Investments by Fund
November 30, 2023**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999914	10019	Frost Bank Public Checking	07/01/2023	3,299,498.67	3,299,498.67	3,299,498.67	2.830	2.791	2.830	1
Subtotal and Average				3,299,498.67	3,299,498.67	3,299,498.67		2.791	2.830	1
Total Investments and Average				3,299,498.67	3,299,498.67	3,299,498.67		2.791	2.830	1

**Fund CP - Capital Projects Fund
Investments by Fund
November 30, 2023**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999922	10103	Frost Bank Public Checking	07/01/2023	2,105,357.00	2,105,357.00	2,105,357.00	2.830	2.791	2.830	1
SYS10109	10109	Frost Bank Public Checking	07/01/2023	2,325,721.33	2,325,721.33	2,325,721.33	2.830	2.791	2.830	1
Subtotal and Average				4,431,078.33	4,431,078.33	4,431,078.33		2.791	2.830	1
Lone Star										
108906G	10101	Lone Star Corporate Overnight	12/18/2019	408,496.31	408,496.31	408,496.31	5.620	5.543	5.620	1
108906I	10108	Lone Star Corporate Overnight	02/21/2020	2,884,452.44	2,884,452.44	2,884,452.44	5.620	5.543	5.620	1
108906H	10102	Lone Star Government ON	12/18/2019	401,584.42	401,584.42	401,584.42	5.350	5.276	5.350	1
108906J	10113	Lone Star Government ON	03/12/2020	2,858,163.27	2,858,163.27	2,858,163.27	5.350	5.276	5.350	1
Subtotal and Average				6,552,696.44	6,552,696.44	6,552,696.44		5.411	5.486	1
Total Investments and Average				10,983,774.77	10,983,774.77	10,983,774.77		4.354	4.414	1

**Fund DS - Debt Service Fund
Investments by Fund
November 30, 2023**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999918	10023	Frost Bank Public Checking	07/01/2023	120,464.75	120,464.75	120,464.75	2.830	2.791	2.830	1
Subtotal and Average				120,464.75	120,464.75	120,464.75		2.791	2.830	1
Lone Star										
108906B	10032	Lone Star Corporate Overnight	10/22/2015	1,411,520.61	1,411,520.61	1,411,520.61	5.620	5.543	5.620	1
108906C	10089	Lone Star Government ON	08/05/2019	1,718,321.28	1,718,321.28	1,718,321.28	5.350	5.276	5.350	1
Subtotal and Average				3,129,841.89	3,129,841.89	3,129,841.89		5.397	5.472	1
Total Investments and Average				3,250,306.64	3,250,306.64	3,250,306.64		5.300	5.374	1

**Fund GEN - General Fund
Investments by Fund
November 30, 2023**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Frost Bank											
999917	10022	Frost Bank Public Checking	07/01/2023	8,313,676.19	8,313,676.19	8,313,676.19	2.830	2.791	2.830		1
Subtotal and Average				8,313,676.19	8,313,676.19	8,313,676.19		2.791	2.830		1
Commercial Paper Disc. -Amortizing											
62479LEH4	10170	MUFG Bank CP	08/25/2023	2,921,880.00	3,000,000.00	2,922,666.00		5.890	5.972	05/17/2024	168
63307LCJ8	10171	Nat'l Bank of Canada CP	08/28/2023	1,966,220.00	2,000,000.00	1,966,850.00		5.928	6.010	03/18/2024	108
Subtotal and Average				4,888,100.00	5,000,000.00	4,889,516.00		5.906	5.988		143
Federal Agency Coupon Securities											
3130AUQC1	10164	FHLB Note	01/30/2023	5,000,000.00	5,000,000.00	4,995,168.80	4.875	4.808	4.875	01/30/2024	60
3130APQM0	10150	FHLB Call Note	11/18/2021	3,000,000.00	3,000,000.00	2,878,563.60	1.000	0.986	1.000	11/18/2024	353
3130AQLR2	10153	FHLB Call Note	02/07/2022	2,500,000.00	2,500,000.00	2,479,692.60	1.000	0.986	1.000	02/07/2024	68
3130AQYM9	10156	FHLB Step Note	02/28/2022	4,500,000.00	4,500,000.00	4,443,927.35	2.500	2.054	2.083	02/28/2025	455
3135GAH20	10165	FNMA Call Note	04/28/2023	3,200,000.00	3,200,000.00	3,184,968.51	5.250	5.182	5.254	01/27/2025	423
Subtotal and Average				18,200,000.00	18,200,000.00	17,982,320.86		3.038	3.080		270
Municipal Bonds											
476637AU7	10167	Jersey City NJ Redev Agency	05/24/2023	2,506,297.37	2,495,000.00	2,510,044.85	6.500	5.516	5.592	05/24/2024	175
Subtotal and Average				2,506,297.37	2,495,000.00	2,510,044.85		5.516	5.593		175
Texpool/Texpool Prime											
999921	10092	Texpool	08/05/2019	11,228,000.69	11,228,000.69	11,228,000.69	5.372	5.298	5.372		1
999920	10034	Texpool Prime	11/03/2015	11,322,845.83	11,322,845.83	11,322,845.83	5.614	5.536	5.613		1
Subtotal and Average				22,550,846.52	22,550,846.52	22,550,846.52		5.418	5.494		1
Lone Star											
108906F	10099	Lone Star Corporate Overnight+	11/18/2019	0.00	0.00	0.00					1
108906	10003	Lone Star Corporate Overnight	11/01/2014	34,592,077.57	34,592,077.57	34,592,077.57	5.650	5.572	5.650		1
108906D	10090	Lone Star Government ON	08/05/2019	20,037,884.78	20,037,884.78	20,037,884.78	5.350	5.276	5.350		1
Subtotal and Average				54,629,962.35	54,629,962.35	54,629,962.35		5.464	5.540		1
Total Investments and Average				111,088,882.43	111,189,485.06	110,876,366.77		4.878	4.946		55

**Fund PLAN457 - Plan 457 Fund
Investments by Fund
November 30, 2023**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999916	10021	Frost Bank Public Checking	07/01/2023	0.00	0.00	0.00				1
Subtotal and Average				0.00	0.00	0.00		0.000	0.000	0
Total Investments and Average				0.00	0.00	0.00		0.000	0.000	0

**Fund PROP - Proprietary Fund
Investments by Fund
November 30, 2023**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
999919	10024	Frost Bank Public Checking	07/01/2023	2,255,949.61	2,255,949.61	2,255,949.61	2.830	2.791	2.830	1
Subtotal and Average				2,255,949.61	2,255,949.61	2,255,949.61		2.791	2.830	1
Lone Star										
108906A	10025	Lone Star Corporate Overnight	08/05/2015	3,532,562.00	3,532,562.00	3,532,562.00	5.620	5.543	5.620	1
108906E	10091	Lone Star Government ON	08/05/2019	3,521,366.72	3,521,366.72	3,521,366.72	5.350	5.276	5.350	1
Subtotal and Average				7,053,928.72	7,053,928.72	7,053,928.72		5.410	5.485	1
Total Investments and Average				9,309,878.33	9,309,878.33	9,309,878.33		4.775	4.842	1

**Fund QSCB - QSCB - Reserve Fund
Investments by Fund
November 30, 2023**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
BNY Mellon											
882521	10014	BNY Mellon - Cash	07/01/2023	9,652.27	9,652.27	9,652.27					1
Subtotal and Average				9,652.27	9,652.27	9,652.27		0.000	0.000		1
Federal Agency Coupon Securities											
3130ANAA8	10172	FHLB Note	11/30/2023	2,531,161.28	2,750,000.00	2,528,293.19	0.750	4.599	4.663	01/29/2026	790
3130AQJM6	10152	FHLB Call Note	01/28/2022	3,000,000.00	3,000,000.00	2,864,603.64	1.250	1.276	1.294	01/28/2025	424
3130AKQX7	10168	FHLB Call Note	08/03/2023	2,596,624.15	2,840,000.00	2,605,586.68	0.700	4.901	4.969	01/28/2026	789
3134GYQP0	10166	FHLMC Call Note	05/01/2023	2,542,000.00	2,542,000.00	2,531,587.99	5.375	5.301	5.375	05/01/2025	517
Subtotal and Average				10,669,785.43	11,132,000.00	10,530,071.50		3.906	3.960		621
Municipal Bonds											
578060EQ4	10161	Mayes County OK ISD	06/29/2022	1,602,035.14	1,600,000.00	1,582,288.00	3.300	2.351	2.384	06/01/2024	183
882669CQ5	10169	Texas St Public Fin Auth Rev	08/25/2023	1,903,617.42	2,065,000.00	1,899,923.90	1.120	4.926	4.995	02/01/2026	793
Subtotal and Average				3,505,652.56	3,665,000.00	3,482,211.90		3.750	3.802		514
Total Investments and Average				14,185,090.26	14,806,652.27	14,021,935.67		3.865	3.918		594

**Fund QSCBDS - QSCB - Debt Service
Investments by Fund
November 30, 2023**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
BNY Mellon										
882520	10040	BNY Mellon - Cash	07/01/2023	0.00	0.00	0.00				1
Subtotal and Average				0.00	0.00	0.00		0.000	0.000	0
Total Investments and Average				0.00	0.00	0.00		0.000	0.000	0



McAllen ISD
Cash Reconciliation Report
For the Period November 1, 2023 - November 30, 2023

Meeder Public Funds
 901 S. MoPac
 Suite 300
 Austin, TX 78746
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Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
11/01/2023	10166	QSCB	Interest	3134GYQP0	2,542,000.00	FHLMCC 2.5M 5.38% Mat.	05/01/2025	0.00	68,316.25	0.00	68,316.25
11/18/2023	10150	GEN	Interest	3130APQM0	3,000,000.00	FHLBC 3.0M 1.00% Mat. 11/18/2024	11/18/2024	0.00	15,000.00	0.00	15,000.00
11/22/2023	10151	GEN	Interest	3130APQU2	2,000,000.00	FHLBC 2.0M 0.65% Mat. 11/22/2023	11/22/2023	0.00	6,500.00	0.00	6,500.00
11/22/2023	10151	GEN	Maturity	3130APQU2	2,000,000.00	FHLBC 2.0M 0.65% Mat. 11/22/2023	11/22/2023	0.00	0.00	2,000,000.00	2,000,000.00
11/30/2023	10172	QSCB	Purchase	3130ANAA8	2,750,000.00	FHLB 2.8M 0.75% Mat. 01/29/2026	01/29/2026	-2,530,880.00	-6,932.29	0.00	-2,537,812.29
Subtotal								-2,530,880.00	82,883.96	2,000,000.00	-447,996.04
Total								-2,530,880.00	82,883.96	2,000,000.00	-447,996.04



McAllen ISD
Purchases Report
Sorted by Fund - Issuer
November 1, 2023 - November 30, 2023

Meeder Public Funds
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CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
QSCB - Reserve Fund													
3130ANAA8	10172	QSCB	FAC	FHLB	2,750,000.00	11/30/2023	01/29 - 07/29	2,530,880.00	6,932.29	0.750	01/29/2026	4.663	2,531,161.28
				Subtotal	2,750,000.00			2,530,880.00	6,932.29				2,531,161.28
				Total Purchases	2,750,000.00			2,530,880.00	6,932.29				2,531,161.28



**McAllen ISD
Maturity Report
Sorted by Maturity Date**

Meeder Public Funds
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Suite 300
Austin, TX 78746
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Amounts due during November 1, 2023 - November 30, 2023

CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
3130APQU2	10151	GEN	FAC	FHLBC	2,000,000.00	11/22/2023	11/22/2021	0.650	2,000,000.00	6,500.00	2,006,500.00	6,500.00
Total Maturities					2,000,000.00				2,000,000.00	6,500.00	2,006,500.00	6,500.00



McAllen ISD
Interest Earnings
Sorted by Fund - Fund
November 1, 2023 - November 30, 2023
Yield on Beginning Book Value

Meeder Public Funds
 901 S. MoPac
 Suite 300
 Austin, TX 78746

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Activity Fund												
999915	10020	ACT	LA2	2,404,832.30	2,441,096.58	2,404,832.30		2.830	2.523	5,062.24	0.00	5,062.24
			Subtotal	2,404,832.30	2,441,096.58	2,404,832.30			2.523	5,062.24	0.00	5,062.24
Fund: Clearing Fund												
999914	10019	CLEAR	LA2	3,299,498.67	4,488,569.47	3,299,498.67		2.830	2.625	9,683.80	0.00	9,683.80
			Subtotal	3,299,498.67	4,488,569.47	3,299,498.67			2.625	9,683.80	0.00	9,683.80
Fund: Capital Projects Fund												
108906I	10108	CP	RR2	2,884,452.44	2,871,201.47	2,884,452.44		5.620	5.615	13,250.97	0.00	13,250.97
108906G	10101	CP	RR2	408,496.31	406,619.71	408,496.31		5.620	5.615	1,876.60	0.00	1,876.60
SYS10109	10109	CP	LA2	2,325,721.33	2,392,670.53	2,325,721.33		2.830	2.486	4,888.57	0.00	4,888.57
999922	10103	CP	LA2	2,105,357.00	3,033,576.85	2,105,357.00		2.830	1.848	4,606.98	0.00	4,606.98
108906J	10113	CP	RR2	2,858,163.27	2,845,648.78	2,858,163.27		5.350	5.351	12,514.49	0.00	12,514.49
108906H	10102	CP	RR2	401,584.42	399,826.08	401,584.42		5.350	5.351	1,758.34	0.00	1,758.34
			Subtotal	10,983,774.77	11,949,543.42	10,983,774.77			3.960	38,895.95	0.00	38,895.95
Fund: Debt Service Fund												
108906B	10032	DS	RR2	1,411,520.61	1,387,333.36	1,411,520.61		5.620	5.653	6,445.62	0.00	6,445.62
999918	10023	DS	LA2	120,464.75	117,992.38	120,464.75		2.830	2.549	247.16	0.00	247.16
108906C	10089	DS	RR2	1,718,321.28	1,710,797.59	1,718,321.28		5.350	5.351	7,523.69	0.00	7,523.69
			Subtotal	3,250,306.64	3,216,123.33	3,250,306.64			5.378	14,216.47	0.00	14,216.47
Fund: General Fund												
3130AUQC1	10164	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	01/30/2024	4.875	4.943	20,312.50	0.00	20,312.50
999921	10092	GEN	RRP	11,228,000.69	11,178,639.54	11,228,000.69		5.372	5.372	49,361.15	0.00	49,361.15
108906	10003	GEN	RR2	34,592,077.57	40,693,560.88	34,592,077.57		5.650	4.487	150,065.96	0.00	150,065.96
999917	10022	GEN	LA2	8,313,676.19	7,448,162.84	8,313,676.19		2.830	1.767	10,816.04	0.00	10,816.04
999920	10034	GEN	RRP	11,322,845.83	11,270,841.04	11,322,845.83		5.614	5.614	52,004.79	0.00	52,004.79
3130APQU2	10151	GEN	FAC	0.00	2,000,000.00	0.00	11/22/2023	0.650	0.659	758.33	0.00	758.33

McAllen ISD
Interest Earnings
November 1, 2023 - November 30, 2023

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: General Fund												
3130APQM0	10150	GEN	FAC	3,000,000.00	3,000,000.00	3,000,000.00	11/18/2024	1.000	1.014	2,500.00	0.00	2,500.00
3130AQLR2	10153	GEN	FAC	2,500,000.00	2,500,000.00	2,500,000.00	02/07/2024	1.000	1.014	2,083.34	0.00	2,083.34
108906D	10090	GEN	RR2	20,037,884.78	14,960,347.48	20,037,884.78		5.350	6.306	77,537.30	0.00	77,537.30
3130AQYM9	10156	GEN	FAC	4,500,000.00	4,500,000.00	4,500,000.00	02/28/2025	2.500	2.535	9,375.00	0.00	9,375.00
3135GAH20	10165	GEN	FAC	3,200,000.00	3,200,000.00	3,200,000.00	01/27/2025	5.250	5.323	14,000.00	0.00	14,000.00
476637AU7	10167	GEN	MC2	2,495,000.00	2,508,234.07	2,506,297.37	05/24/2024	6.500	5.616	13,514.58	-1,936.70	11,577.88
62479LEH4	10170	GEN	ACP	3,000,000.00	2,907,930.00	2,921,880.00	05/17/2024		5.837	0.00	13,950.00	13,950.00
63307LCJ8	10171	GEN	ACP	2,000,000.00	1,956,836.67	1,966,220.00	03/18/2024		5.834	0.00	9,383.33	9,383.33
Subtotal				111,189,485.06	113,124,552.52	111,088,882.43			4.582	402,328.99	21,396.63	423,725.62
Fund: Proprietary Fund												
108906A	10025	PROP	RR2	3,532,562.00	3,516,333.66	3,532,562.00		5.620	5.615	16,228.34	0.00	16,228.34
999919	10024	PROP	LA2	2,255,949.61	2,045,094.93	2,255,949.61		2.830	2.344	3,940.29	0.00	3,940.29
108906E	10091	PROP	RR2	3,521,366.72	3,505,948.38	3,521,366.72		5.350	5.351	15,418.34	0.00	15,418.34
Subtotal				9,309,878.33	9,067,376.97	9,309,878.33			4.775	35,586.97	0.00	35,586.97
Fund: QSCB - Reserve Fund												
3130ANAA8	10172	QSCB	FAC	2,750,000.00	0.00	2,531,161.28	01/29/2026	0.750	4.883	57.29	281.28	338.57
882521	10014	QSCB	LA1	9,652.27	2,479,148.31	9,652.27				0.00	0.00	0.00
3134GYQP0	10166	QSCB	FAC	2,542,000.00	2,542,000.00	2,542,000.00	05/01/2025	5.375	5.450	11,386.04	0.00	11,386.04
3130AQJM6	10152	QSCB	FAC	3,000,000.00	3,000,000.00	3,000,000.00	01/28/2025	1.250	1.267	3,125.00	0.00	3,125.00
3130AKQX7	10168	QSCB	FAC	2,840,000.00	2,587,227.40	2,596,624.15	01/28/2026	0.700	5.198	1,656.66	9,396.75	11,053.41
578060EQ4	10161	QSCB	MC2	1,600,000.00	1,602,374.34	1,602,035.14	06/01/2024	3.300	3.083	4,400.00	-339.20	4,060.80
882669CQ5	10169	QSCB	MC2	2,065,000.00	1,897,410.40	1,903,617.42	02/01/2026	1.120	5.216	1,927.33	6,207.02	8,134.35
Subtotal				14,806,652.27	14,108,160.45	14,185,090.26			3.266	22,552.32	15,545.85	38,098.17
Total				155,244,428.04	158,395,422.74	154,522,263.40			4.356	528,326.74	36,942.48	565,269.22



McAllen ISD
Amortization Schedule
November 1, 2023 - November 30, 2023
Sorted By Fund - Fund

Meeder Public Funds
 901 S. MoPac
 Suite 300
 Austin, TX 78746
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Investment #	Maturity Date	Beginning Par Value				Amounts Amortized				
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	And Unamortized As of 11/01/2023	Amount Amortized This Period	Amt Amortized Through 11/30/2023	Amount Unamortized Through 11/30/2023
General Fund										
10167	GEN	05/24/2024	2,495,000.00	2,518,627.65	23,627.65	2,506,297.37	-10,393.58	-1,936.70	-12,330.28	11,297.37
			6.500							
10170	GEN	05/17/2024	3,000,000.00	2,876,310.00	-123,690.00	2,921,880.00	31,620.00	13,950.00	45,570.00	-78,120.00
10171	GEN	03/18/2024	2,000,000.00	1,936,506.11	-63,493.89	1,966,220.00	20,330.56	9,383.33	29,713.89	-33,780.00
Subtotal				7,331,443.76	-163,556.24	7,394,397.37	41,556.98	21,396.63	62,953.61	-100,602.63
							-121,999.26			
QSCB - Reserve Fund										
10172	QSCB	01/29/2026	2,750,000.00	2,530,880.00	-219,120.00	2,531,161.28	0.00	281.28	281.28	-218,838.72
			0.750							
10152	QSCB	01/28/2025	3,000,000.00	2,996,100.00	-3,900.00	3,000,000.00	3,900.00	0.00	3,900.00	0.00
			1.250							
10168	QSCB	01/28/2026	2,840,000.00	2,559,663.60	-280,336.40	2,596,624.15	27,563.80	9,396.75	36,960.55	-243,375.85
			0.700							
10161	QSCB	06/01/2024	1,600,000.00	1,607,824.00	7,824.00	1,602,035.14	-5,449.66	-339.20	-5,788.86	2,035.14
			3.300							
10169	QSCB	02/01/2026	2,065,000.00	1,883,754.95	-181,245.05	1,903,617.42	13,655.45	6,207.02	19,862.47	-161,382.58
			1.120							
Subtotal				11,578,222.55	-676,777.45	11,633,437.99	39,669.59	15,545.85	55,215.44	-621,562.01
							-637,107.86			
Total				18,909,666.31	-840,333.69	19,027,835.36	81,226.57	36,942.48	118,169.05	-722,164.64
							-759,107.12			



McAllen ISD
Projected Cashflow Report
Sorted by Monthly
For the Period December 1, 2023 - June 30, 2024

Meeder Public Funds
 901 S. MoPac
 Suite 300
 Austin, TX 78746
 -

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
December 2023										
12/01/2023	10161	QSCB	578060EQ4	Interest	Mayes County OK ISD	0.00	0.00	0.00	26,400.00	26,400.00
12/07/2023	10153	GEN	3130AQLR2	Call	FHLB Call Note	2,500,000.00	2,500,000.00	2,500,000.00	0.00	2,500,000.00
Total for December 2023						2,500,000.00	2,500,000.00	2,500,000.00	26,400.00	2,526,400.00
January 2024										
01/27/2024	10165	GEN	3135GAH20	Call	FNMA Call Note	3,200,000.00	3,200,000.00	3,200,000.00	0.00	3,200,000.00
01/28/2024	10152	QSCB	3130AQJM6	Interest	FHLB Call Note	0.00	0.00	0.00	18,750.00	18,750.00
01/28/2024	10152	QSCB	3130AQJM6	Call	FHLB Call Note	3,000,000.00	2,996,100.00	3,000,000.00	0.00	3,000,000.00
01/28/2024	10168	QSCB	3130AKQX7	Interest	FHLB Call Note	0.00	0.00	0.00	9,940.00	9,940.00
01/29/2024	10172	QSCB	3130ANAA8	Interest	FHLB Note	0.00	0.00	0.00	10,312.50	10,312.50
01/30/2024	10164	GEN	3130AUQC1	Maturity	FHLB Note	5,000,000.00	5,000,000.00	5,000,000.00	121,875.00	5,121,875.00
Total for January 2024						11,200,000.00	11,196,100.00	11,200,000.00	160,877.50	11,360,877.50
February 2024										
02/01/2024	10166	QSCB	3134GYQP0	Call	FHLMC Call Note	2,542,000.00	2,542,000.00	2,542,000.00	0.00	2,542,000.00
02/01/2024	10169	QSCB	882669CO5	Interest	Texas St Public Fin Auth Rev	0.00	0.00	0.00	11,564.00	11,564.00
02/07/2024	10153	GEN	3130AQLR2	Maturity	FHLB Call Note	2,500,000.00	2,500,000.00	2,500,000.00	12,500.00	2,512,500.00
02/18/2024	10150	GEN	3130APQM0	Call	FHLB Call Note	3,000,000.00	3,000,000.00	3,000,000.00	0.00	3,000,000.00
02/28/2024	10156	GEN	3130AQYM9	Interest	FHLB Step Note	0.00	0.00	0.00	56,250.00	56,250.00
02/28/2024	10156	GEN	3130AQYM9	Call	FHLB Step Note	4,500,000.00	4,500,000.00	4,500,000.00	0.00	4,500,000.00
Total for February 2024						12,542,000.00	12,542,000.00	12,542,000.00	80,314.00	12,622,314.00
March 2024										
03/18/2024	10171	GEN	63307LCJ8	Maturity	Nat'l Bank of Canada CP	2,000,000.00	1,936,506.11	2,000,000.00	0.00	2,000,000.00
Total for March 2024						2,000,000.00	1,936,506.11	2,000,000.00	0.00	2,000,000.00
April 2024										
04/27/2024	10165	GEN	3135GAH20	Interest	FNMA Call Note	0.00	0.00	0.00	84,000.00	84,000.00
Total for April 2024						0.00	0.00	0.00	84,000.00	84,000.00
May 2024										
05/01/2024	10166	QSCB	3134GYQP0	Interest	FHLMC Call Note	0.00	0.00	0.00	68,316.25	68,316.25
05/17/2024	10170	GEN	62479LEH4	Maturity	MUFG Bank CP	3,000,000.00	2,876,310.00	3,000,000.00	0.00	3,000,000.00

McAllen ISD
Projected Cashflow Report
For the Period December 1, 2023 - June 30, 2024

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
May 2024										
05/18/2024	10150	GEN	3130APQMO	Interest	FHLB Call Note	0.00	0.00	0.00	15,000.00	15,000.00
05/24/2024	10167	GEN	476637AU7	Maturity	Jersey City NJ Redev Agency	2,495,000.00	2,518,627.65	2,495,000.00	164,877.92	2,659,877.92
Total for May 2024						5,495,000.00	5,394,937.65	5,495,000.00	248,194.17	5,743,194.17
June 2024										
06/01/2024	10161	QSCB	578060EQ4	Maturity	Mayes County OK ISD	1,600,000.00	1,607,824.00	1,600,000.00	26,400.00	1,626,400.00
Total for June 2024						1,600,000.00	1,607,824.00	1,600,000.00	26,400.00	1,626,400.00
GRAND TOTALS:						35,337,000.00	35,177,367.76	35,337,000.00	626,185.67	35,963,185.67

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Meeder Public Funds

Barton Oaks Plaza I
901 S. MoPac Expy
Suite 300
Austin, Texas
78746


866.633.3371

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:



98 _____
Superintendent of Schools

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
 MCALLEN I.S.D. TAXES COLLECTED FOR:
 NOVEMBER 2023

COMPARATIVE RATE OF COLLECTIONS

MCALLEN I.S.D. SML - 47	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2023/2024	COLLECTED 2022/2023
2023 TAX ROLL	-	643,204.90	-	86,308,387.07	85,665,182.17	0.75%	0.81%
2022 & PRIOR YRS ROLLBACK	7,120,885.27 34,512.82	1,490,910.53 42,221.47	(142,591.06) -	(46,577.65) 62,834.49	5,440,806.03 55,125.84	21.51% 43.37%	15.47% 82.08%
TOTALS	7,155,398.09	2,176,336.90	(142,591.06)	86,324,643.91	91,161,114.04		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF NOVEMBER 2023

	MCALLEN ISD	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	643,204.90	86,308,387.07 CURRENT
CURRENT YEAR-P&I	-	- PRIOR
PRIOR YEARS-BASE TAX	213,035.22	- ROLLBACK
PRIOR YEARS-P&I	60,747.77	- PURGED
ROLLBACK	42,221.47	
ROLLBACK P&I	-	
ATTORNEY FEES	39,351.53	
TOTAL COLLECTIONS	998,560.89	86,308,387.07
LESS TRANSFERRED	258,781.53	
LESS IN TRANSIT	725,638.16	
LESS DUE TO HCAD COMM FEES	287.20	
LESS DUE TO CO TREASURER	13,854.00	
LESS COURT ORDER INTEREST		
BALANCE	(0.00)	

*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF NOVEMBER IS CORRECT.

Pablo (Paul) Villarreal Jr.

 ASSESSOR-COLLECTOR OF TAXES FOR MCALLEN I.S.D., TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF DECEMBER 2023 A.D.

Jose E. Jaramillo

 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: _____ **SUPERVISOR:** 

Approved for presentation to the Board of Education:



Superintendent of Schools

Description	A	B	C		D	E
	Original Budget	Revised Budget 11/30/2023	Budget Amendments Under Consideration		Revised Budget 12/31/2023	
			Revisions	Transfers		
Audited Fund Balance	134,836,211	134,836,211				134,836,211
Revenues:						
Local:						
Property Taxes	87,833,337	87,833,337				87,833,337
Interest Income	3,960,000	3,960,000				3,960,000
Other Local Income	2,309,887	2,892,992	21,167			2,914,159
State:	123,728,809	123,728,809				123,728,809
Federal:	23,679,760	25,296,005	82,825			25,378,830
Other Sources:	0	22,470	2,189			24,659
Total Revenues	241,511,793	243,733,613	106,181	0		243,839,794
Expenditures:						
11 Instruction	131,841,014	136,534,702	21,197	(233,027)		136,322,872
12 Inst. Res. & Media Services	3,542,411	3,554,534		150		3,554,684
13 Curriculum Dev. & Inst. Staff Dev.	4,375,854	4,450,106		(102,665)		4,347,441
21 Inst. Leadership	3,680,515	3,345,164		107,130		3,452,294
23 School Leadership	13,525,111	13,447,627		5,518		13,453,145
31 Guid., Counseling & Eval. Ser.	10,227,481	9,849,721	1,500	(25,823)		9,825,398
32 Social Work Services	2,243,964	2,192,930		40,722		2,233,652
33 Health Services	2,996,732	3,003,833		49		3,003,882
34 Student (Pupil) Trans.	4,230,015	4,335,492	500,000	188		4,835,680
35 Food Services	20,250,856	21,170,237	82,825			21,253,062
36 Curricular/Extracurricular Act.	10,078,335	11,124,893	659	128,384		11,253,936
41 General Administration	8,239,431	8,572,112		50,597		8,622,709
51 Plant Maint. & Operations	19,371,239	22,167,227	100,000	(52,629)		22,214,598
52 Security and Monitoring Serv.	4,848,855	7,147,626		60,049		7,207,675
53 Data Processing Services	5,738,354	6,730,778		(86,126)		6,644,652
61 Community Services	112,825	84,014				84,014
71 Debt Service	4,477,486	4,805,783		84,126		4,889,909
81 Fac. Acquisition & Const.	15,142,749	18,260,769		23,357		18,284,126
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000	40,000				40,000
99 Other Intergovernmental Charges	1,048,026	1,048,026				1,048,026
Other Uses	0	1,146,018				1,146,018
Total Expenditures	266,011,253	283,011,592	706,181	0		283,717,773
			102			
Preliminary Ending Fund Balance	110,336,751	95,558,232	(600,000)	0		94,958,232

GENERAL FUND
Revisions

REVENUES:

Local			
- Instrument Maintenance Fees for Fund 184 Fine Arts		\$ 19,008	
- Contribution of \$1 from Students to Attend the Valley Symphony Orchestra for Fund 184 Fine Arts		659	
- Rebate from College Board for Fund 199 General Fund		<u>1,500</u>	21,167
Federal			
- Supply Chain Assistance Grant for Fund 101 Food Service		<u>\$ 82,825</u>	82,825
Other Sources			
- Transfer to Fund 199 General Fund from Fund 713 Safe and Secure for Master Science Practice Books at Milam Elementary		\$ 2,117	
- Transfer to Fund 199 General Fund from Fund 713 Safe and Secure for Student Shirts at Perez Elementary		<u>72</u>	2,189
		Grand Total	<u><u>\$ 106,181</u></u>

EXPENDITURES:

Function 11	- Increase to Contracted Maintenance and Repairs for Instruments for Fund 184 Fine Arts	\$ 19,008	
	- Increase for Student Shirts for Fund 199 General Fund	72	
	- Increase for Master Science Practice Books for Fund 199 General Fund	<u>2,117</u>	21,197
Function 31	- Increase to Supplies for Fund 199 General Fund from College Board Rebate	<u>\$ 1,500</u>	1,500
Function 34	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Transportation School Buses	<u>\$ 500,000</u>	500,000
Function 35	- Increase to Food for Supply Chain Assistance Grant for Fund 101 Food Service	<u>\$ 82,825</u>	82,825
Function 36	- Increase to Student Travel for Fund 184 Fine Arts to Attend the Valley Symphony Orchestra	<u>\$ 659</u>	659
Function 51	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Vehicles and Mowers for Facilities, Maintenance and Operations	<u>\$ 100,000</u>	100,000
		Grand Total	<u><u>\$ 706,181</u></u>

Description	A	B	C		D	E
	Original Budget	Revised Budget 10/31/2023	Budget Amendments Under Consideration		Revised Budget 12/31/2023	
			Revisions	Transfers		
Audited Fund Balance	16,712,315	16,712,315				16,712,315
Revenues:						
Local						
Other Local Income	11,000,000	9,585,631				9,585,631
Other Sources	0	1,146,018				1,146,018
Total Revenues	11,000,000	10,731,649	0	0		10,731,649
Expenditures:						
36 Curricular/Extracurricular Act.		163,615				163,615
51 Plant Maint. & Operations	247,463	365,048		5,686		370,734
52 Security and Monitoring Serv.		79,468				79,468
81 Fac. Acquisition & Const.	11,994,868	26,228,191		(5,686)		26,222,505
Total Expenditures	12,242,331	26,836,322	0	0		26,836,322
Preliminary Ending Fund Balance	15,469,984	607,642	0	0		607,642

CAPITAL PROJECTS FUND
Revisions

REVENUES:

- None for December 2023

Grand Total \$ -

EXPENDITURES:

- None for December 2023

Grand Total \$ -

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: *Laura Williams*
Laura Williams (Jan 17, 2024 17:33 CST)

SUPERVISOR: *[Signature]*

Approved for presentation to the Board of Education:

[Signature]

AMENDMENT TO COMMERCIAL CONTRACT – IMPROVED PROPERTY

This Amendment to Real Estate Sales Contract (this “Amendment”) is entered into by and between the **McAllen Independent School District** (“Seller”), and **Almondine Properties, LLC a Texas Limited Liability Company** (“Buyer”).

Recitals

A. Seller and Buyer executed a Real Estate Sales Contract (the “Contract”) with an Effective Date of November 16, 2023, relating to the sale / purchase of certain Real Property, being described as Lots 1 through 12, Block 58, Original Townsite of McAllen, Hidalgo County, Texas.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. The Buyer has certain rights during the Inspection Period as set out in Section G of the Contract. Said Inspection Period will (according to Section A. 6 of the contract) terminate 60 days after the effective date of the Contract. The Inspection Period termination date is hereby extended until the date that the Alley running through said Block 58 is closed or abandoned by the City of McAllen.
2. The Closing Date (as set out in Section A.7 of the Contract) is hereby extended to be 30 days after the expiration of the Inspection Period.
3. Miscellaneous.
 - a. Except as amended by this Amendment, the Contract is hereby ratified and confirmed in all respects. The Contract as amended by this Amendment shall be read, taken, and construed as one and the same instrument.
 - b. No provision of the Contract, as amended by this Amendment, shall be deemed amended or waived unless such amendment or waiver is set forth in writing signed by Seller and Buyer.
 - c. Capitalized terms used in this Amendment herein shall have the meanings ascribed to them in the Contract. This Amendment may be executed in multiple counterparts, each of which taken together shall constitute a single instrument.

This Amendment is executed to be effective as of January 11, 2024.

Seller:

The Board of Trustees of the
McAllen Independent School District

By: _____

President, Board of Trustees

Buyer:

Almondine Properties, LLC

By: _____
Marc J. Millis, Managing Member

By: _____
Angela D. Millis, Managing Member

REAL ESTATE SALES CONTRACT

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract.

Seller: THE BOARD OF TRUSTEES OF THE
MCALLEN INDEPENDENT SCHOOL DISTRICT
2000 N. 23rd
McAllen, Hidalgo County, Texas 78501
T: (956) 618-6000

Seller's Attorney: Kevin O'Hanlon
O'Hanlon, Demerath & Castillo
808 West Avenue
Austin, Texas 78701
Phone: 512-494-9949
Fax: 512-494-9919

Buyer: ALMONDINE PROPERTIES, LLC

Address: PO Box 1716
McAllen, Texas 78505
Ph: (956) 408-0084

Buyer's Attorney: Barry E. Jones
324 W. 3rd Street
Mercedes, Texas 78570
Phone: 956-565-8490

Property: The property shall mean the real property as described in Exhibit A (the "Property"), surface only, together with all improvements to the Property existing as of the Closing Date. The Property shall not include any personal property not permanently affixed to the Land.

Title Company: **Sierra Title**
Address: 3401 N. 10th St.
McAllen, Texas 78501
Ph: (956) 682-8321
Fax: (956) 682-6150
Email: mwilson@sierratitle.com

Purchase Price: The purchase price for the Property shall be the amount set forth in the Buyer's Bid, to be paid in cash or cash equivalent at the Closing. Buyer's Bid is attached as Exhibit D. The purchase price is FIVE HUNDRED SIXTY-ONE AND NO/100 DOLLARS (\$561,000.00).

Earnest Money: The amount of the Earnest Money is TEN THOUSAND AND NO/100 (\$10,000.00), which has been delivered to Seller (with Buyer's Bid) and which Seller acknowledges receiving.

Independent Consideration: ONE THOUSAND¹⁰⁹ and No/100 Dollars (\$1,000.00) of the Earnest

Money shall be independent consideration (“Independent Consideration”) for the option and right to terminate this Contract granted to Buyer in **Section G(3)** herein, which Independent Consideration shall be non-refundable to Buyer, and shall be applied to the Total Sales Price at Closing.

County for Performance: This Contract shall be performed in Hidalgo County, Texas.

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M., Central Standard Time, on the day indicated. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence of this agreement.

1. **Earnest Money Deadline:** Not Applicable.
2. **Delivery of Title Commitment:** Ten (10) days after the Effective Date.
3. **Delivery of legible copies of instruments referenced in the Title Commitment:** Fifteen (15) days after the Effective Date.
4. **Delivery of Title Objections:** Ten (10) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
5. **Delivery of Seller’s Records specified in Exhibit C:** Ten (10) days after the Effective Date.
6. **End of Inspection Period:** Sixty (60) days after the Effective Date.
7. **Closing Date:** Ninety (90) days after the Effective Date.
8. **Closing Time:** 10:00 a.m. unless otherwise agreed by Seller and Buyer.

B. Closing Documents

1. At closing, Seller will deliver the following items:
 - Special Warranty Deed in the form set forth in the Bid Package.
 - Evidence of Seller’s authority to close this transaction.
 - Lien release, if any, as required by paragraph K (2)(d).
2. At closing, Buyer will deliver the following items:
 - Purchase Price in cash or cash equivalent.
 - Evidence of Buyer’s authority to consummate this transaction.
 - Deceptive Trade Practices Act waiver.
 - Lien release, if any, as required by paragraph K (2)(d).

The documents listed in this section B are collectively known as the “Closing Documents.”

C. Exhibits

The following exhibits are attached, and are incorporated by reference to form a part of this contract:

- Exhibit A – Legal Description of the Property
- Exhibit B – Representations; As Is, Where Is; Environmental Matters
- Exhibit C – Seller’s Records
- Exhibit D – Buyer’s Bid
- Exhibit E – Form of Deed

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The Form of Deeds in Exhibit E will be used to convey the Property.

E. Interest on Earnest Money

Seller shall direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company’s requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Title and Survey

1. **Review of Title.** The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer’s own selection or be furnished with or obtain a policy of title insurance.

2. **Title Commitment; Title Policy.** “Title Commitment” means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. “Title Policy” means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. **Survey.** “Survey” means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Buyer and Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for a Category 1A Survey.

4. **Delivery of Title Commitment.** Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2. Seller must deliver legible copies of the instruments referenced in the Title Commitment by the deadline stated in section A.3.

5. **Title Objections.** Buyer has until the deadline stated in section A.4 (“Title Objection Deadline”) to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer’s objections to any of them (“Title Objections”). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are “Permitted Exceptions.” If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer’s notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (“Cure Notice”). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller’s Cure Notice, notify Seller that either this contract is terminated or Buyer will

proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice.

G. Inspection Period

1. **Review of Seller's Records.** Seller will deliver to Buyer copies of Seller's records that seller has possession as specified in Exhibit C, or otherwise make those records available for Buyer's review, by the deadline stated in section A.5.

2. **Entry onto the Property.** Buyer may enter onto the Property prior to closing for purposes of conducting a boundary or environmental survey, or otherwise to inspect the Property, subject to the following:

a. Buyer must deliver evidence to Seller that Buyer has insurance for its proposed survey or inspection activities, in amounts and with coverages that are substantially the same as those maintained by Seller or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Seller;

b. Buyer may not unreasonably interfere with existing operations or occupants of the Property, if any;

c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;

d. if the Property is altered because of Buyer's inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs;

e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three (3) days of their preparation or receipt by Buyer; and

f. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. **Buyer's Right to Terminate.** Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. Upon such termination by Buyer, the earnest money in excess of the \$1,000.00 designated as Independent Consideration shall be returned to Buyer, and the parties shall otherwise be mutually released from all other obligations under this Contract.

4. Buyer Indemnity and Release of Seller

a. **Indemnity.** Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, but not including claims alleged to have arisen in whole or in part as a result of Seller's negligence.

b. **Release.** Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property, including, but not limited to, claims alleged to have arisen in whole or in part as a result of Seller's negligence.

H. Representations

The parties' representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date.

I. Condition of the Property until Closing;¹¹² Cooperation; No Recording of Contract

1. **Maintenance and Operation.** Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the information before the end of the Inspection Period. If Seller's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Buyer may terminate this contract if Seller enters into, amends, or terminates any contract that affects the Property without first obtaining Buyer's written consent.

2. **Casualty Damage.** Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within five (5) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than five (5) days before closing). If Buyer does not terminate this contract, Seller will convey the Property to Buyer in its damaged condition.

3. **Condemnation.** Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within five (5) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than five (5) days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

4. **Claims; Hearings.** Seller will notify Buyer promptly of any written notice claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

5. **Cooperation.** Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. **No Recording.** Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

J. Termination

1. **Duties after Termination.** If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies which

Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

K. Closing

1. **Closing.** This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

- a. **Closing Documents.** The parties will execute and deliver the Closing Documents.
- b. **Payment of Purchase Price.** Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. **Disbursement of Funds; Recording; Copies.** Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. **Possession.** Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

2. **Transaction Costs**

- a. **Seller's Costs.** Seller will pay the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; the costs to deliver copies of the instruments described in section A.3; and Seller's expenses and attorney's fees.
- b. **Buyer's Costs.** Buyer will pay will pay the basic charge for the Title Policy; all escrow fees charged by Title Company; all costs for the issuance of tax certificates, all fees incurred in searches of UCC-1 records; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense, as set forth in Subsection 2(a), above; the additional premium for the "survey/area and boundary deletion" or other changes in the Title Policy, if such changes and deletions are requested by Buyer; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession, if required by Buyer; the costs to obtain the Survey; the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; the costs to obtain financing of the Purchase Price, including the incremental premium costs of the mortgagee's title policies and endorsements and deletions required by Buyer's lender; and Buyer's expenses and attorney's fees.
- c. **Ad Valorem Taxes.** Seller represents that it is entitled to an exemption from ad valorem taxes during the time it owned the Property. If this sale or Buyer's use of the Property results in the assessment of any ad valorem taxes for the Property for the calendar year of closing, all such taxes and any associated costs will be paid by the Buyer. Buyer shall be responsible for notifying all taxing units having jurisdiction over the Property of the change of ownership, and Buyer shall be responsible for any and all taxes, late fees or penalties assessed against the Property by reason of Buyer's failure to so note the change of ownership. Seller will, upon request, provide to Buyer proof of Seller's ownership of the Property prior to the date of closing, and will assist Buyer in demonstrating Seller's exemption from ad valorem taxes.
- d. **Brokers' Commissions.** Seller, to the extent permitted by the laws and Constitution of the State of Texas, and Buyer each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or

commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not. At closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

3. **Issuance of Title Policy.** Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

1. **Seller's Default.** If Seller fails to perform any of its material obligations under this contract or if any of Seller's material representations are not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may as its sole and exclusive remedy terminate this contract by giving notice to Seller on or before the Closing Date and have the Earnest Money paid to Buyer.

2. **Buyer's Default.** If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller as liquidated damages. If Buyer's Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for the amount of the Seller's actual out-of-pocket expenses incurred to perform its obligations under this contract to the extent that those expenses exceed the Earnest Money. Buyer will make payment of this amount to the Seller within ten (10) days of Buyer's receipt of an invoice from Seller stating the amount of Seller's expenses in excess of the Earnest Money.

3. **Damages.** The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and the amounts provided above are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.

M. Miscellaneous Provisions

1. **Notices.** Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given, if the attorneys have been identified by the parties.

2. **Entire Contract.** This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.

3. **Amendment.** This contract may be amended only by an instrument in writing signed by the parties.
4. **Prohibition of Assignment.** Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.
5. **Survival.** The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.
6. **Choice of Law; Venue.** This contract will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County in which the Property is located.
7. **Waiver of Default.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.
8. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this contract.
9. **Severability.** The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.
10. **Ambiguities Not to Be Construed against Party Who Drafted Contract.** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.
11. **No Special Relationship.** The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.
12. **Counterparts.** If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.
13. **Waiver of Consumer Rights.** BUYER WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41, *et seq.*, OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.
- N. **Execution.** This agreement is entered into by and between the undersigned parties and shall be effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer.

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




By: 
President, Board of Trustees

Date: 11-16-23

BUYER:

ALMONDINE PROPERTIES, LLC

By: 
Marc J. Millis, Managing Member

By: 
Angela D. Millis, Managing Member

Date: 11-8-23

**Exhibit A to Real Estate Sales Contract
Description of the Property**

METES AND BOUNDS DESCRIPTION
LOTS 1-12, BLOCK 58
ORIGINAL TOWNSITE OF MCALLEN
HIDALGO COUNTY, TEXAS



Job No. 191104
Sheet No.: 1 of 2

Lots 1 thru 12, Block 58, ORIGINAL TOWNSITE OF MCALLEN, Hidalgo County, Texas, map reference: Volume Q, Pages 317-318, Deed Records, Hidalgo County, Texas, and said Lots 1 thru 12, being deeded to McAllen Independent School District, recorded in Document Number 660948 Deed Records, Hidalgo County, Texas, and being more particularly described as follows;

BEGINNING, at an "X" mark set on the northeast corner of Lot 6, for the Northeast corner of this tract;

THENCE S 08° 38' 24" W, along the east line of said Lot 6, a distance of 300.00 feet, to an "X" mark set on the Southeast corner of Lot 1, for the Southeast corner hereof;


THENCE N 81° 21' 36" W, along the south line of said Lot 1, pass at a distance of 140.00 feet, the east line of a 20.00 foot alley pass at a distance of 160.00 feet, the west line of said alley and the southeast corner of Lot 12, continuing a total distance of 300.00 feet to the northwest corner of Lot 7, for the Northwest corner hereof;

THENCE N 08° 38' 24" E, along the west line of said Lot 12 a distance of 300.00 feet, to the northwest corner of Lot 7, for the Northwest corner hereof;

THENCE S 81° 21' 36" E, along the north line of said Lot 7 at a distance of 140.00 feet pass the west line of said 20.00 foot alley pass at a distance of 160.00 feet the east line of said 20.00 foot alley and the northwest corner of said Lot 6 continuing a total distance of 300.00 feet to the **POINT OF BEGINNING**.

Bearing basis as per TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.

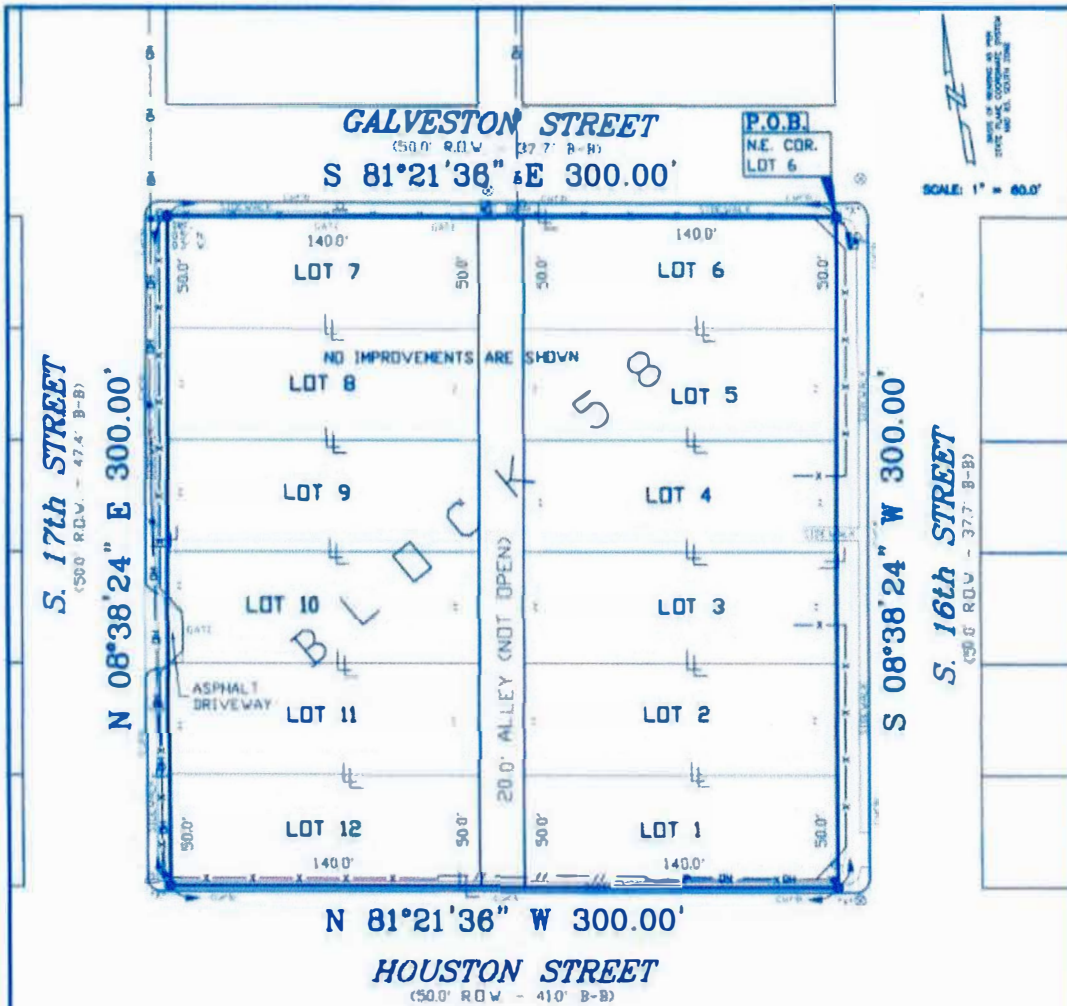
THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON NOVEMBER 07, 2019.


Jorge Rodriguez, P.E.L.S. No. 5303
CVQ Land Surveyors, LLC
T. P.E.L.S. Firm No. 1919608



P.O. Box 5066 • MCALLEN, TEXAS 78502 • PHONE (956) 618-1551 • FAX (956) 618-1547

Handwritten initials 'MAM' in black ink, located in the bottom right corner of the page.



- LEGEND**
- = LOT LINE
 - RF = FOUND 1/2" IRON ROD
 - "X" = "X" MARK SET ON CONCRETE
 - ⊙ = FIRE HYDRANT
 - ☐ = MAIL BOX
 - ⊕ = AIR (COMM) METER
 - ⊖ = TELEPHONE FIBER STAL
 - ⊞ = ELECTRIC METER
 - O— = OVERHEAD POWER LINE
 - |— = WOOD FENCE
 - X— = CHAIN LINK FENCE
 - B-B = BACK OF CURB TO BACK OF CURB DISTANCE
 - R.O.W = RIGHT OF HWY

FLOOD DESIGNATION

The flood designation for this property is "Zone C" which are "Areas of minimal flooding". As per F.E.M.A's Flood Insurance Rate Map Panel No. 480343 0010 C. Map Revised: November 2, 1982

Flood Zone is determined by graphic plotting only. We do not assume responsibility for exact determination.

NOTES

- This survey was performed without the benefit of a title commitment and may be subject to easements recorded or unrecorded.
- If this survey does not bear an original seal and signature, it is INVALID as per Section 663.19 of the "The Professional Land Surveying Practices Act" enacted under Article 5282c, Vernon's Texas Civil Statutes.
- This certification is made to the herein named client, it is not transferable nor certified to any owner or future owner or future lending institution. Certification herein will expire 6 months from this date as noted on this plot and may not be utilized for any specific future transaction of this herein named real estate.
- Easement, rules, regulations and rights in favor of Hidalgo County Water Improvement District No. 2, and all visible easements.

JPH JAVIER HINOJOSA ENGINEERING
 1111 W. 17TH STREET, SUITE 100
 McALLEN, TEXAS 78101
 (361) 425-1111

FOR: McALLEN INDEPENDENT SCHOOL DISTRICT

LEGAL DESCRIPTION

This plot is a true and correct representation of a survey made on the ground of the property located at: 701 S. 17th Street, McAllen, Hidalgo County, Texas, described as follows: LOTS 1-12, BLOCK 58, ORIGINAL SUBDIVISION OF McALLEN, Hidalgo County, Texas, according to the map or plot thereof recorded in Volume 0, Page 217-218, Deed Records, Hidalgo County, Texas.



SURVEYED DATE: 11/07/2019
JOB No.: 101104
DRAWN BY: GTG
CHECKED BY: J.R
REVISIONS:

I, Jorge Rodriguez, a Licensed Professional Land Surveyor, do hereby certify that the foregoing plot is a true and correct representation of the land as surveyed on November 7, 2019, on the ground under my direction.

Jorge Rodriguez
 JORGE RODRIGUEZ
 LICENSE NO. 5403
 STATE OF TEXAS

*mm
 dam*

Exhibit B to Real Estate Sales Contract

Representations; As Is, Where Is; Environmental Matters

A. **Seller's Representations to Buyer.** Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. **Authority.** Seller is an independent school district duly organized, validly existing, and in good standing under the laws of the State of Texas, including Title 2 of the Texas Education Code, with authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by an authorized representative of Seller.

2. **Litigation.** There is no litigation pending or, to the best of Seller's knowledge, threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.

3. **Violation of Laws.** Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. **Licenses, Permits, and Approvals.** Seller has not received written notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal. Provided, however, that Seller's governmental exemption for *ad valorem* taxes is not transferable to Buyer, and Buyer will be responsible for all taxes and related charges arising from its purchase of the Property and the Property is designated a Registered Texas Historical Landmark and is subject to the restrictions provided by such designation.

5. **Condemnation; Zoning; Land Use.** Seller has not received written notice of any condemnation, zoning, or land-use proceedings affecting the Property, except that the property is a Registered Texas Historical Landmark and is subject to the restrictions provided by such designation.

6. **No Other Obligation to Sell the Property or Restriction against Selling the Property.** Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. **No Liens.** On the Closing Date, the Property will be free and clear of any valid mechanic's and material man's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.

8. **No Other Representation.** Except as stated above, Seller makes no representation with respect to the Property.

9. **No Warranty.** Seller has made no warranty in connection with this contract.

B. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. Receipt of Bid Package. Buyer represents to Seller that Buyer has received and reviewed the Bid Package for the Property, consisting of the following items:

- a. Notice of Sale of Real Property
- b. Instructions to Bidders
- c. Bid Form
- d. Special Warranty Deed
- e. This Contract

2. Consultation with Attorney. Buyer represents to Seller that Buyer is aware that this contract has important legal consequences, and that Buyer is entitled to consult an attorney of its choosing prior to executing this contract. Buyer further represents that to the extent it has elected not to consult an attorney; Buyer has done so of its own free will and act.

C. PROPERTY SOLD "AS IS, WHERE IS;" NO WARRANTIES NOTICE:

THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE LIMITED WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE EXPRESSLY DISCLAIMED.

BUYER REPRESENTS AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY SELLER WHATSOEVER.

Buyer further represents and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and not on any information provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller will not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Buyer further represents and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "as is" condition and basis with all faults. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the Property is sold by Seller and purchased by Buyer subject to the foregoing.

The provisions of this Section C regarding the Property will be included in the Deed with appropriate modification of terms as the context requires.

D. ENVIRONMENTAL MATTERS

BOTH SELLER AND BUYER ARE AWARE THAT ASBESTOS AND/OR ASBESTOS-CONTAINING MATERIALS AND THAT POTENTIALLY OTHER HAZARDOUS MATERIALS ARE PRESENT ON THE PROPERTY. SELLER HAS FORWARDED AN ASBESTOS REPORT TO BUYER, AND BUYER ACKNOWLEDGES THAT IT MAY PERFORM ANY ADDITIONAL ENVIRONMENTAL SURVEY OF THE PROPERTY PRIOR TO CLOSING. AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER RELEASES SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. BUYER RELEASES SELLER FROM ANY ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLERS'S REPRESENTATIVES. BUYER RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS ALLEGED TO HAVE ARISEN AS A RESULT OF SELLER'S OWN NEGLIGENCE.

The provisions of Section D regarding the Property will be included in the Deed with appropriate modification of terms as the context requires.

**Exhibit C to Real Estate Sales Contract
Seller's Records**

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in section A.5:

Land

Environmental Reports

Prior Surveys

Historical Preservation Designation



**Exhibit D to Real Estate Sales Contract
Buyer's Bid**

[Insert after accepted by Board of Trustees]



SPECIAL WARRANTY DEED

Date: _____

Grantor: BOARD OF TRUSTEES OF THE
MCALLEN INDEPENDENT
SCHOOL DISTRICT

Grantor’s Mailing Address: 2000 N. 23rd St.
McAllen, TX 78501

Grantee: ALMONDINE PROPERTIES, LLC

Grantee’s Mailing Address: PO Box 1716
McAllen, Texas 78505

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

Property (including improvements):

Lots 1 thru 12, Block 58, ORIGINAL TOWNSITE OF MCALLEN, Hidalgo County, Texas, map reference: Volume Q, Pages 317-318, Deed Records, Hidalgo County, Texas, and said Lots 1 thru 12, being deeded to McAllen Independent School District, recorded in Document Number 660948 Deed Records, Hidalgo County, Texas, and being more particularly described as follows;

As further described by metes and bounds on the attached Exhibit “A”.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any water or utility district; all rules and regulations relating to the preservation of designated historical landmarks; and taxes for 2022, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (A) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS.

BOTH GRANTOR AND GRANTEE ARE AWARE THAT ASBESTOS AND/OR ASBESTOS-CONTAINING MATERIALS AND/OR OTHER HAZARDOUS MATERIALS ARE PRESENT ON THE PROPERTY. GRANTOR HAS FORWARDED AN ASBESTOS REPORT TO GRANTEE, AND GRANTEE ACKNOWLEDGES THAT IT MAY HAVE PERFORMED ANY ADDITIONAL ENVIRONMENTAL SURVEY OF THE PROPERTY PRIOR TO CLOSING. AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. BUYER RELEASES SELLER FROM ANY ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING ¹²⁰AS THE RESULT OF GRANTOR'S OWN

*MMV
JAM*

NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES. GRANTEE RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS ALLEGED TO HAVE ARISEN AS A RESULT OF GRANTOR'S OWN NEGLIGENCE.

Grantor, for the Consideration and subject to the Reservations From Conveyance and Exceptions to Conveyance and Warranty, GRANTS, SELLS, ASSIGNS and CONVEYS to Grantee the Property (together with all and singular the rights and appurtenances thereto, including any right, title, and interest of Grantor in and to adjacent streets, alleys, waterways, and rights of way, and any authorizations, licenses, permits, possessory rights, and rights of use pertaining in any way to the Property or any portion thereof, including any improvements), TO HAVE AND HOLD IT to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations From and Exceptions to Conveyance and Warranty.

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

BOARD OF TRUSTEES OF THE MCALLEN
INDEPENDENT SCHOOL DISTRICT

By: _____
Debbie Crane Aliseda
Board President

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared Debbie Crane Aliseda, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees of the McAllen Independent

School District; that she was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on August 31, 2023, and acknowledged that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

NOTARY PUBLIC, STATE OF TEXAS

Return to Grantee's Address:

ALMONDINE PROPERTIES, LLC
P.O. Box 1716
McAllen, Texas 78505



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: *Laura Williams*
Laura Williams (Jan 19, 2024 11:57 CST)

SUPERVISOR: *[Signature]*

Approved for presentation to the Board of Education:

[Signature]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §
McALLEN INDEPENDENT SCHOOL DISTRICT §

RESOLUTION

The Board of Trustees of the McAllen Independent School District being convened in Regular Session at its regular meeting place within the boundaries of the McAllen Independent School District, on the _____ day of _____, 2024 with a quorum present in the persons of:

Trustees being absent: _____

WHEREAS, Trustee _____ introduced the following orders, moved its adoption, and the motion having been seconded by Trustee _____ was duly put and carried, said Order reading as follows:

IT IS HEREBY RESOLVED, ordered, and directed that the McAllen Independent School District uncommit a certain sum from committed fund balance (ESSER II Local Fund 194) and transfer to General Fund 199 as follows:

- The uncommitment of ESSER II Local Fund 194 committed fund balance and approve the transfer of funds to the General Fund 199 (See Exhibit A). The transfer of funds shall be used for the purpose of funding projects aligned with McAllen ISD’s Strategic Plan, goals and strategies until the projects are completed, funds are depleted, or the Board takes further action.

McALLEN INDEPENDENT SCHOOL DISTRICT

BY: _____
Debbie Crane Aliseda, President,
Board of Trustees

ATTEST:

By: _____
Sofia M. Peña, Secretary,
Board of Trustee

THE STATE OF TEXAS §
COUNTY OF HIDALGO §
McALLEN INDEPENDENT SCHOOL DISTRICT §

RESOLUTION

The Board of Trustees of the McAllen Independent School District being convened in Regular Session at its regular meeting place within the boundaries of the McAllen Independent School District, on the _____ day of _____, 2024 with a quorum present in the persons of:

Trustees being absent: _____

WHEREAS, Trustee _____ introduced the following orders, moved its adoption, and the motion having been seconded by Trustee _____ was duly put and carried, said Order reading as follows:

IT IS HEREBY RESOLVED, ordered, and directed that the McAllen Independent School District uncommit a certain sum from committed fund balance (ESSER II Local Fund 194) and transfer to the General Fund 199 as follows:

- The uncommitment of ESSER II Local Fund 194 projects, Quinta Mazatlan and IMAS (McAllen International Museum), and approve the transfer of said projects to the General Fund 199. (See Exhibit B). The uncommitment of funds shall be used for the purpose of funding projects aligned with McAllen ISD’s Strategic Plan, goals and strategies until the projects are completed, funds are depleted, or the Board takes further action.

McALLEN INDEPENDENT SCHOOL DISTRICT

BY: _____
Debbie Crane Aliseda, President,
Board of Trustees

ATTEST:

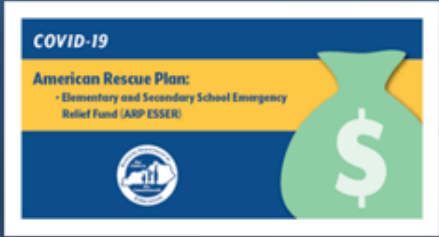
By: _____
Sofia M. Peña, Secretary,
Board of Trustee



MCALLEN ISD

ESSER III

**Resolution for Uncommitting ESSER II (Local 194) Projects
Board Meeting
January 22, 2024**



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

The Coronavirus Response & Relief Supplemental Appropriations Act (CRRSA – ESSER II) was signed into law on December 27, 2020, providing an additional \$54.3 billion in Elementary and Secondary School Emergency Relief fund (ESSER II Fund).

Purpose of ESSER II/III

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

Public Input Effort

McAllen ISD launched a comprehensive stakeholder engagement process to gather feedback on how to spend these additional federal dollars to address unfinished learning and COVID-19 recovery and safe return to in-person instruction and continuity of services.

ESSER I	\$9,070,069
ESSER II	\$40,190,746
ESSER III	\$90,291,867
TOTAL	\$139,552,682

ESSER funds provides the District the opportunity to be able to invest in the future of our students by allowing us to offset our local operating costs to fund these projects. These projects align with McAllen ISD's Strategic Plan which includes the following goals and strategies:

Goals:

- 1.Student Achievement/Student Focus
- 2.People Development
- 3.Facility Priorities
- 4.Financial Priorities

Strategies:

- 1.Branding
- 2.Attract/Retain High Quality Staff
- 3.Engaging Learning Environment
- 4.Rigorous/ World Class Standards Customized for Every Learner
- 5.Partnerships with Business/Civic/ Education Organizations
- 6.Future-Ready Students
- 7.Financial Priorities

BUDGET/ Finance

2023-2024 BUDGET DEFICIT

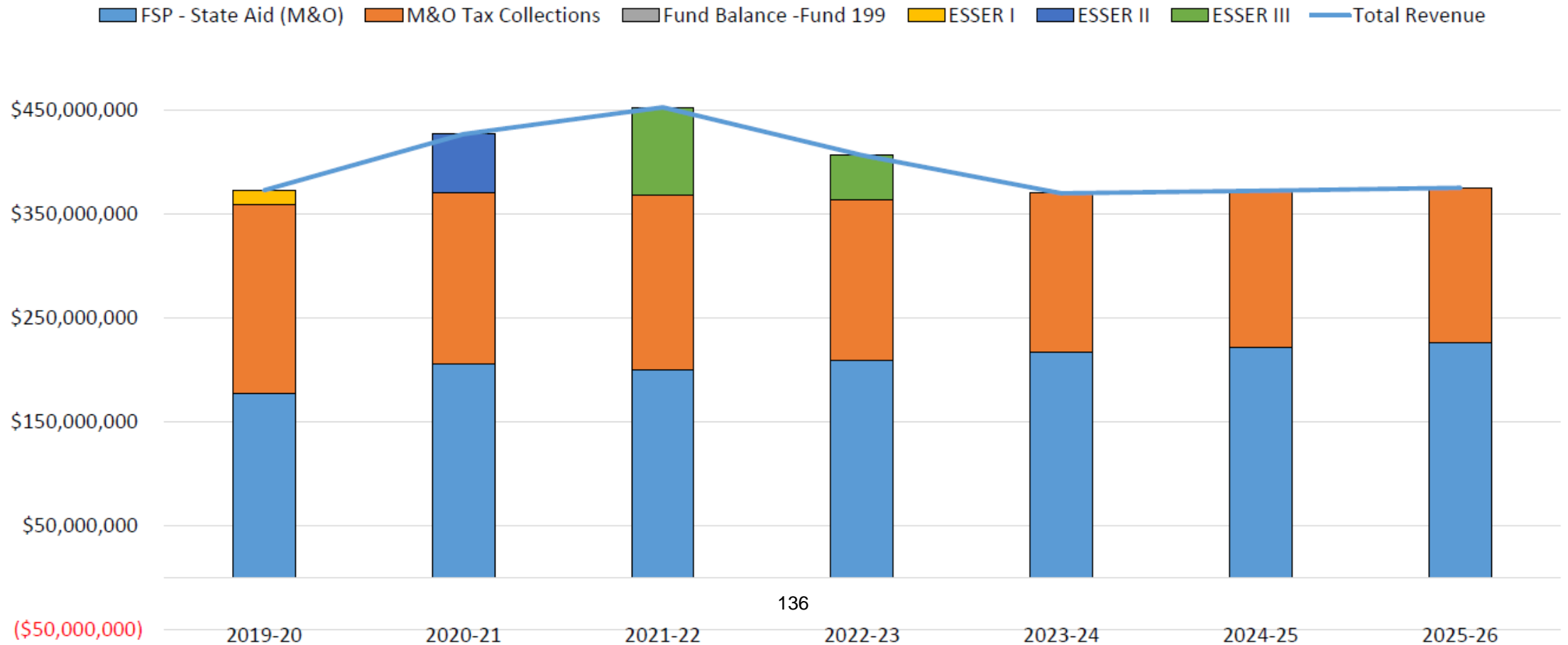
VATRE Funding	\$ 5,277,967
VATRE Compensation Cost	<u>(5,038,902)</u>
Excess	<u>\$ 239,065</u>

Budgeted Net Loss as of July 1st	\$ (4,298,502)
1% Compensation Increase Approved June 19, 2023	<u>(1,905,426)</u>
Initial 2023-2024 Estimated Loss	\$ (6,203,928)

Excess VATRE Funding	<u>239,065</u>
2023-2024 Estimated Loss	<u><u>\$ (5,964,863)</u></u>

XYZ District – Expenditures w/ Funding Cliff

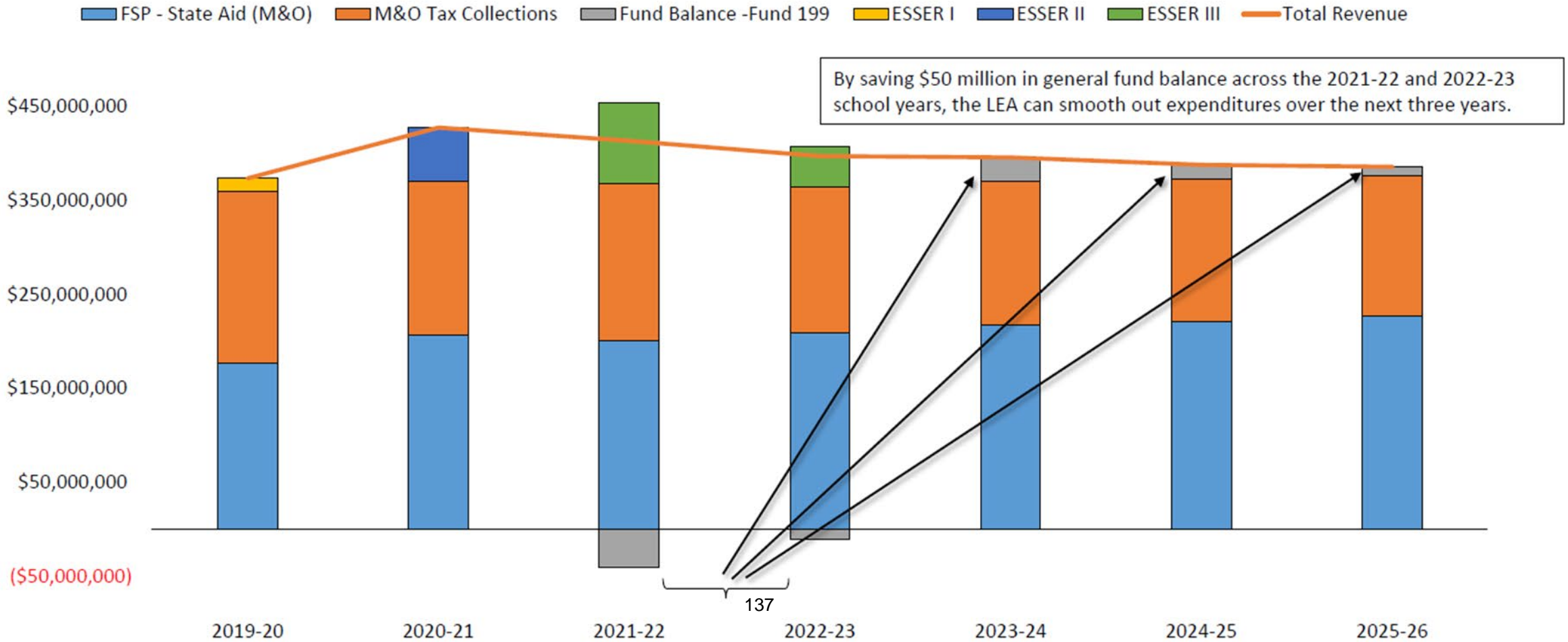
Without other adjustments, using ESSER III funds in the years funds are available will create a funding cliff in 2023-2024.





XYZ District – Expenditures w/ Glide Path

Maximizing ESSER III funds before they expire provides the LEA a way to lessen the impact of the loss of federal stimulus funds in future years and allows programs to extend further.



Project	ESSER II	Committed	ESSER III	General Fund (199)
Black Boxes	\$ 10,985,138.00	\$ 10,985,138.00		\$ 10,985,138.00
Natatorium	\$ 42,888.05	\$ 42,888.05		\$ 42,888.05
McHi FB Practice Field	\$ 50,884.00	\$ 50,884.00		\$ 50,884.00
HVAC	\$ 1,307,121.16	\$ 1,307,121.16		\$ 1,307,121.16
Bus Tires	\$ 70,500.00	\$ 70,500.00		\$ 70,500.00
Kitchen Upgrades	\$ 883,538.15	\$ 883,538.15		\$ 883,538.15
Student Instructional Materials			\$ 949,273.29	\$ 949,273.29
1:1 Device Refresh			\$ 949,003.03	\$ 949,003.03
Student Needs Supplies			\$ 49,979.11	\$ 49,979.11
Outdoor Equipment			\$ 130,000.00	\$ 130,000.00
Student Field Trips			\$ 400,269.50	\$ 400,269.50
Student Enrichment Camps			\$ 278,265.21	\$ 278,265.21
Student Enrichment Support			\$ 100,000.00	\$ 100,000.00
PPE			\$ 12,527.40	\$ 12,527.40
Campus Safety Equipment			\$ 115,745.12	\$ 115,745.12
Support for Response			\$ 19.50	\$ 19.50
Bus AC Upgrades			\$ 25,000.00	\$ 25,000.00
HVAC			\$ 2,812,967.07	\$ 2,812,967.07
Tech Wired Classrooms Elementary			\$ 1,468,915.00	\$ 1,468,915.00
Tech Wired Classrooms Secondary			\$ 4,464,429.95	\$ 4,464,429.95
Technology Infrastructure			\$ 714,798.00	\$ 714,798.00
Total Available Funds				\$ 25,811,261.54

Project	ESSER II	Committed	General Fund (199)
Quinta Mazatlan	\$ 3,040,830.43	\$ 3,040,830.43	\$ 3,040,830.43
IMAS	\$ 1,313,999.00	\$ 1,313,999.00	\$ 1,313,999.00
Total Available Funds			\$ 4,354,829.43

Thank you.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

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

REFERENCE:

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

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

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

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

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: None


RECOMMENDED BOARD ACTION:

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

Regular Board Meeting December 18, 2023 5:00 PM
Board Workshop January 15, 2024 1:00 PM

Attachment:

SUBMITTED BY: Natalia Goza

SUPERVISOR: 
Debbie C Aliseda (Jan 17, 2024 16:22 CST)

For further information contact:
Name: Natalia Goza
Office: 956 618-6094
Email: natalie.goza@mcallsisd.net

Approved for presentation to the Board of Education:





Regular Meeting

Monday, December 18, 2023 5:00 PM

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

Attendance Taken at 4:53 PM.

Debbie Aliseda, President:	Present
Sam Saldivar, Jr., Vice-President:	Present Virtually
Sofia Peña, Secretary:	Present
Erica de la Garza-Lopez, Member:	Present
Lizzie Kittleman, Member:	Present
Lucia Regalado, Member:	Absent
Aaron Rivera, Member:	Absent

1. CALL MEETING TO ORDER

The meeting was called to order at 5:00 pm

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT(S)

The following community member(s) addressed the Board;

Manuel Pescador - Current Events - no show

Sierra Davis - Family Career and Community Leaders of America FCCLA

5. SUPERINTENDENT'S REPORT(S)

A) Secondary and Elementary District Science Fair

Dr. René Gutiérrez, Superintendent

For information purposes only.

B) Superintendent's Meet and Greet

Dr. René Gutiérrez, Superintendent

For information purposes only.

6. RECOGNITION(S)

7. PROCLAMATION(S)

8. DONATION(S)

9. CONSENT AGENDA ITEMS

Motion to approve consent agenda items as listed 9A-9H. This motion, made by Trustee Sofia Peña and seconded by Trustee Erica de la Garza-Lopez, Passed.

Debbie Aliseda: Yea
 Erica de la Garza-Lopez: Yea
 Lizzie Kittleman: Yea
 Sofia Peña: Yea
 Lucia Regalado: Absent
 Aaron Rivera: Absent
 Sam Saldivar, Jr.: Yea

Yea: 5, Nay: 0, Absent: 2

A) Discussion and Possible Action on Career Technical Education Courses for the 2024-25 School Year

Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instruction
 Dr. René Gutiérrez, Superintendent

B) Discussion and Possible Action on Request for Proposal No. 2022-1038 Special Education Equipment, Supplies, Services, and Related Products (Round 16)

Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instruction
 Dr. René Gutiérrez, Superintendent

RECOMMENDED VENDORS
 Request for Proposal No. 2022-1038
 Special Education Equipment, Supplies, Services, and Related Products (Round 16)

No.	Vendor Name	City	State	Recommendation
1	Sign Language Interpreters LLC dba A Sign Language Company	McAllen	TX	Recommended
2	Earlychildhood LLC dba Discount School Supply	Monterey	CA	Recommended
3	Really Good Stuff, LLC	Shelton	CT	Recommended

C) Discussion and Possible Action of the 2023-2024 List of Certified Texas Teacher Evaluation and Support System (T-TESS) Appraisers

Item Submitted: Todd Miller, Assistant Superintendent for Human Resources
 Dr. René Gutiérrez, Superintendent

D) Discussion and Possible Action on Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 2)

Item Submitted: Iris Luna, Interim Assistant Superintendent for Business Operations
 Dr. René Gutiérrez, Superintendent

RFP 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 2)

No.	Responding Supplier	City	State	Recommendation
1	Applied Practice (Propel Education Strategies, Inc.)	Dallas	TX	Qualified
2	BlueWonder Creative	Nashville	TN	Qualified
3	CRCO College Readiness and Educational Opportunity Consultant	Weslaco	TX	Qualified
4	DeltaMath Solutions Inc	Larchmont	NY	Qualified
5	Eye On Mastery (Michael A Ringen)	San Antonio	TX	Qualified
6	FRIEDTECHNOLOGY, LLC	Conroe	TX	Qualified
7	hand2mind, Inc.	Vernon Hills	IL	Qualified
8	Istation (Imagination Station, Inc.)	Dallas	TX	Qualified
9	IXL Learning, Inc.	San Mateo	CA	Qualified
10	Knoways Educational Services, LLC	Ganado	TX	Qualified
11	Lakeshore Learning Materials, LLC (Lakeshore Parent, LLC)	Carson	CA	Qualified
12	Mackin Educational Resources (Mackin Book Company)	Burnsville	MN	Qualified
13	Marimar Gomez LLC	Pharr	TX	Qualified
14	Math GPS, LLC	Boerne	TX	Qualified
15	MindRise Learning, LLC	Driftwood	TX	Qualified
16	National Multilingual Services, LLC	San Antonio	TX	Qualified
17	NoRedink Corp.	San Francisco	CA	Qualified
18	Quill.org (Empirical Resolution Inc.)	New York	NY	Qualified
19	Seiditz Education LLC	San Clemente	CA	Qualified
20	STEM Revolution LLC	Henderson	NV	Qualified
21	Superior Text LLC	Ypsilanti	MI	Qualified
22	Top Youth Speakers (Josh Shipp Productions LLC)	Morgan Hill	CA	Qualified
23	William H. Sadler, Inc.	New York	NY	Qualified

E) Discussion and Possible Action on Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 2)
Item Submitted: Iris Luna, Interim Assistant Superintendent for Business Operations
Dr. René Gutiérrez, Superintendent

RFP 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 2)

No.	Responding Supplier	City	State	Recommendation
1	Champion Awards and Apparel (John Hernandez)	Weslaco	TX	Qualified
2	FASTSIGNS (Huntington Sky Production, LTD.)	McAllen	TX	Qualified
3	Gateway Printing & Office Supply, Inc.	Edinburg	TX	Qualified
4	High End Advertising LLC	McAllen	TX	Qualified
5	Imprint Resources	Richardson	TX	Qualified
6	MAVICH, LLC	Keller	TX	Qualified
7	Pasadena Sporting Goods (PSG Ventures LLC)	Pasadena	TX	Qualified
8	PepWear LLC	Cedar Hill	TX	Qualified
9	Positive Promotions, Inc.	Hauspaug	NY	Qualified
10	School Life (imagestuff.com, Inc)	Spring	TX	Qualified
11	Texas Motion Sports, LLC	Richardson	TX	Qualified
12	Vermont Awards and Engraving, Inc.	Colchester	VT	Qualified
13	Winner's World (RGV Awards LLC)	Pharr	TX	Qualified

F) Discussion and Possible Action on Request for Proposal No. 2024-1023 Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants and Rentals (Round 2)
Item Submitted: Iris Luna, Interim Assistant Superintendent for Business Operations
Dr. René Gutiérrez, Superintendent

Request for Proposal 2024-1023 Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants, and Rentals (Round 2)

No.	Responding Supplier	City	State	Recommendation
1	Sweet Cin LLC dba Cinnaholic	Edinburg	TX	Qualified
2	Italian Ice Baby LLC dba Jeremiahs Italian Ice of McAllen	McAllen	TX	Qualified
3	Pala Supply Company, Inc	Mission	TX	Qualified

G) Discussion and Possible Action on Request for Proposal No. 2022-1025 Fine Arts Equipment, Supplies, Related Products, and Services (Round 15)
Item Submitted: Debra Loya, Director of Fine Arts Department
Dr. René Gutiérrez, Superintendent

Request for Proposal No. 2022-1025 Fine Arts Equipment, Supplies, Related Products, and Services (Round 15)

No.	Responding Supplier	City	State	Recommendation
1	Superior Text, LLC	Ypsilanti	MI	Qualified

H) Discussion and Possible Action on Request for Proposal No. 2022-1031 Athletic Equipment, Supplies, Reconditioning Services, and Related Products (Round 14)
Item Submitted: Brian McClenny, Director of Athletic Department
Dr. René Gutiérrez, Superintendent

RFP 2022-1031 Athletic Equipment, Supplies, Reconditioning Services, and Related Products (Round 14)

No.	Responding Supplier	City	State	Recommendation
1	First Assistance Sports of South Texas, LLC	Rockport	TX	Qualified
2	S&R Sport (Granick Sport, Inc.)	Torrance	CA	Qualified
3	Texas Motion Sports, LLC	Richardson	TX	Qualified

10. INSTRUCTION, HUMAN RESOURCES, DISTRICT OPERATIONS, BUSINESS OPERATIONS, AND BOARD OF TRUSTEES ITEMS

A) Instruction Item(s) (Dr. Rosalba De Hoyos)

1. Recognition of Texas Association for Bilingual Education (TABE)'s Public Recognition of McAllen Independent School District's Dual Language Program
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instruction
Dr. René Gutiérrez, Superintendent
[For information purposes only.](#)

Attendance Update Taken at 5:29 PM.

Lucia Regalado: Present

2. Discussion and Possible Action on the Application for the Optional Flexible School Day Program (OFSDP)
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instruction
Dr. René Gutiérrez, Superintendent
[Motion to approve Application for the Optional Flexible School Day Program \(OFSDP\). This motion, made by Trustee Sam Saldivar, Jr. and seconded by Trustee Erica de la Garza-Lopez, Passed.](#)

Debbie Aliseda: Yea
Erica de la Garza-Lopez: Yea
Lizzie Kittleman: Yea
Sofia Peña: Yea
Lucia Regalado: Yea
Aaron Rivera: Absent
Sam Saldivar, Jr.: Yea
Yea: 6, Nay: 0, Absent: 1

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

1. Discussion of Revisions to Board Policy BE (LOCAL)- Board Meetings (1st Reading)
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources
Dr. René Gutiérrez, Superintendent
[For information purposes only.](#)

2. Discussion of Revision to Board Policy DEC - (1st Reading)
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources
Dr. René Gutiérrez, Superintendent

[For information purposes only.](#)

3. Discussion and Possible Action on Agreement No. 2024-267 Staffing Review with the Texas Association of School Boards, Inc.

Item Submitted: Todd Miller, Assistant Superintendent for Human Resources
Dr. René Gutiérrez, Superintendent

[Motion to approve Agreement No. 2024-267 Staffing Review with the Texas Association of School Boards, Inc. \(TASB\). This motion, made by Trustee Lucia Regalado and seconded by Trustee Erica de la Garza-Lopez, Passed.](#)

Debbie Aliseda: Yea

Erica de la Garza-Lopez: Yea

Lizzie Kittleman: Yea

Sofía Peña: Yea

Lucia Regalado: Yea

Aaron Rivera: Absent

Sam Saldivar, Jr.: Yea

Yea: 6, Nay: 0, Absent: 1

C) District Operations Item(s) (Elizabeth Gonzalez)

1. Discussion and Possible Action to Grant Permission to City of McAllen to enter Lands of Lot 1 McAllen ISD AG Farm Subdivision

Item Submitted: Elizabeth Gonzalez, Interim Assistant Superintendent for District Operations

Dr. René Gutiérrez, Superintendent

[Motion to approve to grant permission to City of McAllen to enter lands of Lot 1 McAllen ISD Ag Farm Subdivision. This motion, made by Trustee Lucia Regalado and seconded by Trustee Sofia Peña, Passed.](#)

Debbie Aliseda: Yea

Erica de la Garza-Lopez: Yea

Lizzie Kittleman: Yea

Sofía Peña: Yea

Lucia Regalado: Yea

Aaron Rivera: Absent

Sam Saldivar, Jr.: Yea

Yea: 6, Nay: 0, Absent: 1

D) Business Operations Item(s) (Iris Luna)

1. Report Regarding Taxes Collected for October 2023

Item Submitted: Iris Luna, Interim Assistant Superintendent for Business Operations

Dr. René Gutiérrez, Superintendent

[For information purposes only.](#)

2. Report Regarding the Monthly Financial and Investment Report for October 2023

Item Submitted: Iris Luna, Interim Assistant Superintendent for Business Operations

Dr. René Gutiérrez, Superintendent

[For information purposes only.](#)

3. Discussion and Possible Action of 2023 McAllen ISD Tax Roll

Item Submitted: Iris Luna, Interim Assistant Superintendent for Business Operations

Dr. René Gutiérrez, Superintendent

[Motion to approve 2023 McAllen ISD Tax Roll of \\$86,308,387.07. This motion, made by Trustee Sam Saldivar, Jr. and seconded by Trustee Lucia Regalado, Passed.](#)

Debbie Aliseda: Yea

Erica de la Garza-Lopez: Yea

Lizzie Kittleman: Yea

Sofía Peña: Yea

Lucia Regalado: Yea

Aaron Rivera: Absent

Sam Saldivar, Jr.: Yea

[Yea: 6, Nay: 0, Absent: 1](#)

4. Discussion and Possible Action on the McAllen Independent School District November Budget Amendment for Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024

Item Submitted: Iris Luna, Interim Assistant Superintendent for Business Operations

Dr. René Gutiérrez, Superintendent

[Motion to approve the McAllen Independent School District November Budget Amendment for the General Fund for Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024. This motion, made by Trustee Sofía Peña and seconded by Trustee Lucia Regalado, Passed.](#)

Debbie Aliseda: Yea

Erica de la Garza-Lopez: Yea

Lizzie Kittleman: Yea

Sofía Peña: Yea

Lucia Regalado: Yea

Aaron Rivera: Absent

Sam Saldivar, Jr.: Yea

[Yea: 6, Nay: 0, Absent: 1](#)

5. Discussion and Possible Action on Resolution of the Board of Trustees of the McAllen Independent School District Granting the Superintendent Authority to Apply for Grants through the Office of the Governor

Item Submitted: Iris Luna, Interim Assistant Superintendent for Business Operations

Dr. René Gutiérrez, Superintendent

Motion to approve Resolution of the Board of Trustees of the McAllen Independent School District Granting the Superintendent Authority to Apply for Grants through the Office of the Governor. This motion, made by Trustee Sofia Peña and seconded by Trustee Erica de la Garza-Lopez, Passed.

Debbie Aliseda: Yea
 Erica de la Garza-Lopez: Yea
 Lizzie Kittleman: Yea
 Sofia Peña: Yea
 Lucia Regalado: Yea
 Aaron Rivera: Absent
 Sam Saldivar, Jr.: Yea
 Yea: 6, Nay: 0, Absent: 1

E) Board of Trustees Item(s)

1. Approval of Board of Education Meeting Minutes

Motion to approve minutes as listed 10E1a-e. This motion, made by Trustee Erica de la Garza-Lopez and seconded by Trustee Sofia Peña, Passed.

Debbie Aliseda: Yea
 Erica de la Garza-Lopez: Yea
 Lizzie Kittleman: Yea
 Sofia Peña: Yea
 Lucia Regalado: Yea
 Aaron Rivera: Absent
 Sam Saldivar, Jr.: Yea
 Yea: 6, Nay: 0, Absent: 1

a) Board Workshop - November 13, 2023 4:30 PM

b) Regular Board Meeting - November 13, 2023 5:00 PM

c) Special Board Meeting - November 16, 2023 5:00 PM

d) Special Board Meeting - December 4, 2023 5:00 PM

e) Special Board Meeting - December 11, 2023 5:00 PM

11. RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, 551.074, 551.076, and 551.089 Texas Government Code, to discuss the following:

The meeting recessed to closed session at 6:00 P.M.

A) Discussion of Human Resources Recommendation(s) for School Year 2023-2024

B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024

C) Discussion of Job Description for Deputy Superintendent Business and Operations

D) Discussion of Compensation levels for Interim Administrative Appointments

E) Discussion Regarding School Safety and Security

F) Pending and/or Potential Litigation

G) Possible Real Estate Acquisition

12. RECONVENE IN OPEN SESSION

The meeting reconvened to open session at 7:41 P.M.

13. ACTION ON ITEM(S) IN CLOSED SESSION

A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2023-2024

Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Dr. René Gutiérrez, Superintendent

Motion to approve Human Resources Recommendation(s) for School Year 2023-2024. This motion, made by Trustee Erica de la Garza-Lopez and seconded by Trustee Sofia Peña, Passed.

Debbie Aliseda: Yea

Erica de la Garza-Lopez: Yea

Lizzie Kittleman: Yea

Sofia Peña: Yea

Lucia Regalado: Yea

Aaron Rivera: Absent

Sam Saldivar, Jr.: Yea

Yea: 6, Nay: 0, Absent: 1

B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024

Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Dr. René Gutiérrez, Superintendent

For information purposes only.

C) Discussion and Possible Action of Job Description for Deputy Superintendent Business and Operations

Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

Dr. René Gutiérrez, Superintendent

Motion to approve Job Description for Deputy Superintendent Business and Operations. This motion, made by Trustee Sam Saldivar, Jr. and seconded by Trustee Erica de la Garza-Lopez, Passed.

Debbie Aliseda: Nay

Erica de la Garza-Lopez: Yea

Lizzie Kittleman: Yea

Sofia Peña: Yea

Lucia Regalado: Yea

Aaron Rivera: Absent

Sam Saldivar, Jr.: Yea

Yea: 5, Nay: 1, Absent: 1

D) Discussion and Possible Action of Compensation Levels for Interim Administrative Appointments

Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

Dr. René Gutiérrez, Superintendent

Motion to approve Compensation Levels for Interim Administrative Appointments with special duty assignments as discussed during closed sessions. This motion, made by Trustee Sofia Peña and seconded by Trustee Erica de la Garza-Lopez, Passed.

Debbie Aliseda: Yea

Erica de la Garza-Lopez: Yea

Lizzie Kittleman: Yea

Sofia Peña: Yea

Lucia Regalado: Yea

Aaron Rivera: Absent

Sam Saldivar, Jr.: Yea

Yea: 6, Nay: 0, Absent: 1

E) Discussion Regarding School Safety and Security

For information purposes only.

F) Pending and/or Potential Litigation

None

G) Possible Real Estate Acquisition

None

14. SCHEDULE OF FUTURE MEETINGS

A) Board Workshop - January 15, 2024 - 5:00 PM Lone Star Room/Staff Development Building

B) Regular Board Meeting - January 22, 2024 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building

C) Regular Board Meeting - February 12, 2024 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building

D) Regular Board Meeting - February 26, 2024 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building

15. ADJOURNMENT

Motion to adjourn at 7:45 pm. This motion, made by Trustee Lucia Regalado and seconded by Trustee Elizabeth Kittleman, Passed.

Debbie Aliseda: Yea

Erica de la Garza-Lopez: Yea

Lizzie Kittleman: Yea

Sofia Peña: Yea

Lucia Regalado: Yea

Aaron Rivera: Absent

Sam Saldivar, Jr.: Yea

Yea: 6, Nay: 0, Absent: 1

Board President

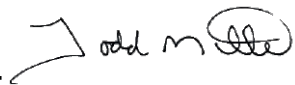
Board Secretary

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: _____

SUPERVISOR: 
Jan 19, 2024

Approved for presentation to the Board of Education:


152 _____
Superintendent of Schools Jan 19, 2024

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

SUBJECT: Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

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

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

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

LEGAL REVIEW: Not Applicable

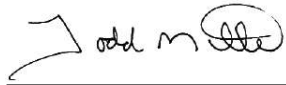
BUDGETARY CONSIDERATIONS:

Provided with individuals identified under separate cover.


RECOMMENDED BOARD ACTION:

That the Board of Trustees approve Human Resources Recommendation(s) for School Year 2023-2024.

Attachment:

SUBMITTED BY: _____ **SUPERVISOR:** 
Jan 19, 2024

For further information contact:
Name: Todd Miller
Office: Human Resources
eMail: Todd.Miller@mcallenisd.net

Approved for presentation to the Board of Education:


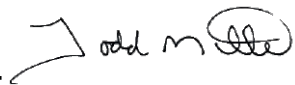
Superintendent of Schools Jan 19, 2024

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: _____

SUPERVISOR: 
Jan 19, 2024

Approved for presentation to the Board of Education:

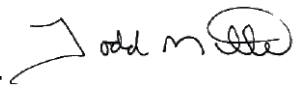

154 _____
Superintendent of Schools Jan 19, 2024

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: January 22, 2024

Attachment:

SUBMITTED BY: _____

SUPERVISOR: 
Jan 19, 2024

Approved for presentation to the Board of Education:


155 _____
Superintendent of Schools Jan 19, 2024