



Agenda of Regular Meeting

The Board of Trustees McAllen Independent School District

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Tuesday, October 21, 2025, beginning at 5:30 PM Dr. Ricardo Chapa Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501.

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

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

1. **CALL MEETING TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT(S)**
5. **SUPERINTENDENT'S REPORT**
 - Coffee with Superintendent at Schlotzky's
 - Child Nutrition Food Show
6. **PUBLIC HEARING** for the School Financial Integrity Rating System of Texas (School FIRST) 6
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Presenter: Dr. René Gutiérrez, Superintendent
7. **CONSENT AGENDA ITEMS**
 - A) Discussion and Possible Action on Request for Proposal No. 2025-1016 22
Special Education Equipment, Supplies, and Related Products and Services (Round 9)
Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership
Presenter: Dr. René Gutiérrez, Superintendent

B)	Discussion and Possible Action on Request for Proposal No. 2025-1019 Athletic Equipment, Supplies, Reconditioning Services, and Related Products and Services (Round 6) Item Submitted: Dr. Albert Canales, Chief Human Resources Officer Presenter: Dr. René Gutiérrez, Superintendent	24
C)	Discussion and Possible Action on Final Payment to Insight Public Sector Inc. on Contract No. 2024-366 Memorial High School, William B. Travis Middle School & Instruction and Guidance Center New Surveillance Cameras and Intercom Systems Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations Presenter: Dr. René Gutiérrez, Superintendent	26
D)	Discussion and Possible Action on Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 17) Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations Presenter: Dr. René Gutiérrez, Superintendent	32
E)	Discussion and Possible Action on Approval of User Agreement No. 2026-144 Purchase Driver Records or Driver Record Monitoring Services with The Department of Public Safety of the State of Texas (DPS) Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations Presenter: Dr. René Gutiérrez, Superintendent	34
F)	Report Regarding Fees for Cooperative Agreements Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations Presenter: Dr. René Gutiérrez, Superintendent	69
G)	Report Regarding Total Expenditures for Cooperative Agreements Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations Presenter: Dr. René Gutiérrez, Superintendent	70
H)	Discussion and Possible Action on Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 20) Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations Presenter: Dr. René Gutiérrez, Superintendent	72
8.	INSTRUCTIONAL SERVICES/ INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, BUSINESS AND OPERATIONS, AND BOARD OF TRUSTEES ITEMS	
A)	Instructional Services/ Instructional Leadership Item(s) (Dr. Rosalba De Hoyos and/or Jeanette Nino)	
1.	Report Regarding Bilingual, ESL and Foreign Languages Department	74

Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

Presenter: Dr. René Gutiérrez, Superintendent

2. Report Regarding Scholarships for Class of 2025 and Promote College Night for Class of 2026 88

Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

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

1. Discussion of the McAllen Independent School District Policy EFB (LOCAL)- School Library Advisory Council (SLAC) Resolution 99

Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

2. Discussion of the McAllen Independent School District Policy EFB (LOCAL)- School Library Advisory Council Instructional Resources (SLAC) (First Reading) 109

Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

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

1. Discussion and Possible Action Regarding Donation and Transfer Agreement No. 2026-156 McAllen Independent School District Police Department Canine 117

Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

2. Discussion and Possible Action on the McAllen Independent School District September Budget Amendment for Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026 123

Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

3. Discussion and Possible Action on Request for Proposal No. 2026-1006 Fully Insured Dental Plan 127

Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

D) Board of Trustees Item(s)

1. Approval of Board of Education Meeting Minutes 132

- Regular Board Meeting - October 7, 2025 5:30 PM

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

- A) Human Resources Recommendation(s) for School Year 2025-2026
- B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2025-2026
- C) Discussion Regarding School Safety and Security
- D) Pending and/or Potential Litigation
- E) Possible Real Estate Acquisition

10. **RECONVENE IN OPEN SESSION**

11. **ACTION ON ITEM(S) IN CLOSED SESSION**

- A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2025-2026 139
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Presenter: Dr. René Gutiérrez, Superintendent
- B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2025-2026 140
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Presenter: Dr. René Gutiérrez, Superintendent
- C) Discussion Regarding School Safety and Security
- D) Pending and/or Potential Litigation
- E) Possible Real Estate Acquisition

12. **SCHEDULED MEETINGS**

- Board Workshop (Facilities Needs Assessment) October 28, 2025 UTRGV McAllen ISD Collegiate Academy
- Regular Board Meeting November 11, 2025 5:30 PM - Dr. Ricardo Chapa Board Room/Administration Building
- Regular Board Meeting December 9, 2025 5:30 PM - Dr. Ricardo Chapa Board Room/Administration Building
- Board Workshop (Student Recognitions) December 16, 2025 5:30 - McAllen High School Auditorium PM

13. **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 October 15, 2025 by 3:00 P.M.
Natalia Goza, on behalf of the Board of Trustees*



**Public Hearing for the School Financial Integrity Rating
System of Texas (SCHOOL FIRST)
2024-2025 Ratings
based on
fiscal year
2023-2024**

**Presented by Lorena Garcia
Deputy Superintendent for
Business and Operations
October 21, 2025**

PUBLIC HEARING

The purpose of this meeting is to discuss McAllen Independent School District's State of Texas Financial Accountability Rating. At the conclusion of this presentation public participation is invited.

McAllen ISD Rating

***McAllen ISD Earns “A” = Superior Achievement Rating
in Financial Accountability***



FIRST Table of Contents

- FIRST Objectives**
- FIRST Goals**
- Determination of Rating**
- Ceiling Indicators**
- School FIRST Indicators**
- Public Comments**

FIRST Objectives

- Implement a rating system that fairly and equitably evaluates the quality of management decisions
- Provide an analysis tool for assessment
- Publicly report this assessment
- Financial data reported from the following sources:
 - Audited annual financial report
 - Public Education Information Management System (PEIMS)

FIRST Goals

- Strengthen fiscal accountability**
- Improve performance in the management finances**
- Facilitate effective and efficient use of resources**

Determination of Rating

- A. Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, The District Rating is “F for Substandard Achievement” regardless of points earned.**
- 1. Annual Financial Report not filed within one month after November 27th deadline**
 - 2. Other than an Unmodified Opinion and/or any Material Weaknesses identified in the Audit**
 - 3. Default on Debt payments**
 - 4. Default on Payroll-related payments**

Ceiling Indicators

Did the school district meet the criteria for any of the following ceiling indicators 4, 5, 6, 16, 17, 20 or 21? If so, the school district's applicable maximum points and rating are disclosed below. Please note, an F = Substandard Achievement Rating supersedes any rating earned as the result of the school district meeting the criteria of a ceiling indicator.

Determine the rating based on meeting ceiling criteria.	Maximum Points	Maximum Rating
Indicator 4 (Timely Payments) – School district was issued a warrant hold.	95	A = Superior Achievement
Indicator 5 (Total Net Position) – Negative total net position and do not have 7% or more or 1,000 or more increase in growth in students in membership over 5 years.	75	C = Meets Standard Achievement
Indicator 6 (Average Change in Fund Balance)) – Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 16 (PEIMS to AFR) – Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 17 (Material Weakness) – Response to Indicator is <i>No</i> .	79	C = Meets Standard Achievement
Indicator 20 (Property Values and Tax Discussion) – Response to Indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 21 (FSP Repayment Plan) – Response to Indicator is <i>Yes</i> .	70	C = Meets Standard Achievement

School FIRST Indicators

1. Was the complete Annual Financial Report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively? *Yes, the district's Annual Financial Report was filed with the Texas Education Agency on November 22, 2024, meeting the critical indicator.*
2. Was there an unmodified opinion in the AFR on the financial statements as a whole? *Yes, the opinion expressed by the district's Independent Auditor on the Annual Financial Report for June 30, 2024, was unmodified, representing the highest level of assurance, meeting the critical indicator.*
3. Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? *Yes, there were no disclosures in the annual financial report or other sources of information regarding defaults on debt agreements, meeting the critical indicator.*
4. Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? *Yes, McAllen ISD successfully fulfilled all payroll obligations, meeting both the critical and ceiling indicators.*

School FIRST Indicators

5. Was the total net position in the governmental activities' column in the Statement of Net Position (net of accretion of interest for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero? *McAllen ISD's net position in the governmental activities in the Statement of Net Position was \$319,348,543, which is greater than zero, meeting the ceiling indicator.*
6. Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? *McAllen ISD's three-year average fund balance increased by 13%, well above the -25% threshold, and the current balance of \$105.6 million exceeds 75 days of operational expenditures, meeting the ceiling indicator.*
7. Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? *10 points - McAllen ISD's number of days of cash on hand was 132.8587, which was sufficient to cover its operating expenditures.*

School FIRST Indicators

8. Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? **10 points** - *McAllen ISD's current assets to current liabilities ratio of 3.7303 exceeded the target amount of 3.00 to cover its short-term debt.*
9. Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? **10 points** - *McAllen ISD's expenditures did not exceed general fund revenues and the number of days of cash on hand was 132.8587, greater than 60 days.*
10. This indicator is currently not being evaluated. **All districts received 10 points.**
11. Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? **10 points** - *McAllen ISD's long-term liabilities to total assets ratio of 15.3% was sufficient to support long-term solvency.*

School FIRST Indicators

12. What is the correlation between future debt requirements and the district's assessed property value? *10 Points - The correlation between future debt requirements and the district's assessed property value is that McAllen ISD's debt per \$100 assessed property value was adequate to support debt repayments.*
13. Was the school district's administrative cost ratio equal to or less than the threshold ratio? *10 Point - McAllen ISD's cost ratio of 6.99% was below the threshold ratio of 8.55%.*
14. Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? *10 Points - McAllen ISD's student-to-staff ratio declined by 3.49% over three years, which is less than the 15% threshold.*
15. Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections? *5 Points - McAllen ISD's ratio of actual projected ADA was 1.62%, which is less than the allotted range of 7%.*

School FIRST Indicators

16. Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? *McAllen ISD reported a 0% variance in data to PEIMS compared to the Annual Financial Report, meeting the ceiling indicator.*
17. Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds and free from substantial doubt about the school district's ability to continue as a going concern? *The external independent auditors reported that the June 30, 2024, Annual Comprehensive Financial Report was free of any instances of material weakness in internal controls over financial reporting and compliance for local, state, or federal funds, meeting the ceiling indicator.*
18. Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? *10 points - The external independent auditors indicated that the June 30, 2024, Annual Comprehensive Financial Report was free of any instances of material non-compliance for grants, contracts and laws related to local state or federal funds.*

School FIRST Indicators

19. Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end? *5 points - McAllen ISD posted the required financial information on its website.*
20. Did the school district's administration and school board members discuss any changes and/or impact to local state and federal funding at a board meeting within 120 days before the district adopted its budget? *McAllen ISD held meetings within 120-day period to discuss and consider the impact of changes in district funding, meeting the ceiling indicator.*
21. Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of financial hardship? *McAllen ISD did not receive an adjusted repayment schedule for an overallocation of FSP funds, meeting the ceiling indicator.*

**Texas Administrative Code
Chapter 109 Disclosures
are in the Annual Financial
Accountability Management Report**

Public Comments

Thank you for your continued support!




**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: October 21, 2025


Attachment:

SUBMITTED BY: 
Maribelle Elizondo (Oct 10, 2025 15:45:28 EDT)

SUPERVISOR: 
Jeanette Nino (Oct 10, 2025 12:48:25 PDT)

SUPERVISOR: 
Rosalba Le Hoyos (Oct 14, 2025 15:48:26 CDT)

Approved for presentation to the Board of Education:


22 RENE GUTIERREZ (Oct 14, 2025 15:58:44 CDT)
Superintendent of Schools

RECOMMENDED VENDORS
Request for Proposal No. 2025-1016
Special Education Equipment, Supplies, and Related Products and Services (Round 9)

No.	Vendor Name	City	State	Recommendation
1	Independent Living Aids LLC	Buffalo	NY	Qualified
2	Point Quest Therapeutic Services, LLC dba Point Quest Group	Elk Grove	CA	Qualified
3	Sunshine Cottage School for Deaf Children	SAN ANTONIO	TX	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: October 21, 2025

Attachment:

SUBMITTED BY: *Brian McClenny*

SUPERVISOR: *Alberto Canales*
Alberto Canales (Oct 9, 2025 14:19:08 CDT)

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Oct 14, 2025 08:42:52 CDT)

RECOMMENDED VENDORS

Request for Proposal No. 2025-1019

Athletic Equipment, Supplies, Reconditioning Services, and Related Products and Services (Round 6)

No.	Vendor Name	City	State	Recommendation
1	1,2,3 Screen Printing, LLC (Hiram Cisneros)	Mission	TX	Qualified
2	Big Game Sports, Inc. dba Big Game USA	Dallas	TX	Qualified
3	CollegeSwimming-com LLC dba Swimcloud	Colorado Springs	CO	Qualified
4	Diadem Sports LLC	Pompano Beach	FL	Qualified
5	Knockout Sportswear.com LLC	Rockwall	TX	Qualified
6	Line To Line LLC	Columbia	TN	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: October 21, 2025

Attachment:

SUBMITTED BY: *Judith Escamilla*

SUPERVISOR: *Lorena Garcia*
Lorena Garcia (Oct 9, 2025 09:02:27 CDT)

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Oct 9, 2025 11:08:00 CDT)

TO: McAllen Independent School District
Technology Dept
Attn: Judith Escamilla

Wire Transfer
Insight Public Sector, Inc.
Account#

APPLICATION NO: PayApp 6 Final

PERIOD TO: August 2025

APPLICATION DATE: Sept 17 2025

CUSTOMER PO #: 8072500034

FROM: Insight Public Sector, Inc.
2712 N. McColl Road
McAllen, Texas 78501

PROJECT NAME/LOCATION(CITY,STATE)

Project Engineer: Half Engineering

CSP No. 2024-366 Memorial, Travis & I&G Surveillance

CONTRACT DATE: Aug 19, 2024

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER	ADDITIONS	DEDUCTIONS
TOTAL	0.00	0.00
Travis UPS Labor Credit for 2 units	0.00	1,000.00
Remaining Contingency	0.00	30,054.04
TOTALS:	0.00	31,054.04
NET CHANGE BY CHANGE ORDERS	(31,054.04)	(31,054.04)

1. ORIGINAL CONTRACT SUM.....	\$ 1,855,759.73
2. NET CHANGE BY CHANGE ORDERS.....	(31,054.04)
3. CONTRACT SUM TO DATE.....	\$1,824,705.69
4. TOTAL COMPLETED AND STORED TO DATE.....	\$ 1,824,705.69
5. RETAINAGE:	
A. 0% OF COMPLETED WORK	\$0.00
B. 5% OF STORED MATERIAL	\$0.00
TOTAL RETAINAGE(AMT SHOULD = TOTAL COLUMN J)..	\$0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$1,824,705.69
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$1,733,470.41
8. CURRENT PAYMENT DUE.....	\$91,235.28
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$0.00

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 herein is now due.

CONTRACTOR: Insight Public Sector, Inc.

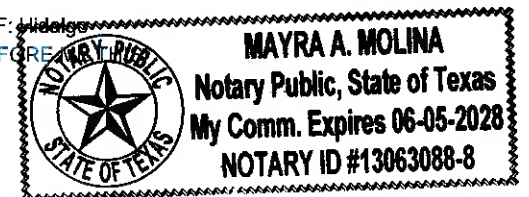
BY: *[Signature]* DATE: 10/2/25

STATE OF TEXAS COUNTY OF: Hidalgo

SUBSCRIBED AND SWORN TO BEFORE ME
DAY OF

NOTARY PUBLIC

[Signature]
MY COMMISSION EXPIRES: 06/05/2028



ENGINEER'S CERTIFICATION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer'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.....\$ 91,235.28

ARCHITECT:

By: *[Signature]* Date: 10/02/2025

Insight Public Sector, Inc.
 2712 N. McColl Road
 McAllen, Texas 78501

Purchase Order - 8072500034

APPLICATION NUMBER: **PayApp 6 Final** PAGE: 2 of 2

APPLICATION DATE: **Sept 17 2025**

PERIOD TO: **August 2025**

ARCHITECT'S PROJECT NO: **1**

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		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
			D FROM PREV. APPLICATION (D+E)	THIS PERIOD					
			1	Travis Intercom					
2	Structured Cabling Materials	\$ 118,700.00	\$ 118,700.00	\$ -	\$ -	\$ 118,700.00	100%	\$ -	\$ -
3	Structured Cabling Labor	\$ 71,900.00	\$ 71,900.00	\$ -	\$ -	\$ 71,900.00	100%	\$ -	\$ -
4	Intercom Speakers Materials	\$ 24,000.00	\$ 24,000.00	\$ -	\$ -	\$ 24,000.00	100%	\$ -	\$ -
5	Intercom Speakers Labor	\$ 78,433.16	\$ 78,433.16	\$ -	\$ -	\$ 78,433.16	100%	\$ -	\$ -
7	UPS Hardware	\$ 6,693.84	\$ 6,693.84	\$ -	\$ -	\$ 6,693.84	100%	\$ -	\$ -
8	UPS Labor(1 out of 3 installed) Credit \$1,000	\$ 1,500.00	\$ 500.00	\$ -	\$ -	\$ 500.00	33%	\$ 1,000.00	\$ -
	Demolition	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	100%	\$ -	\$ -
	Credits	\$ (1,000.00)						\$ (1,000.00)	
9		\$ 308,227.00	\$ 308,227.00	\$ -	\$ -	\$ 308,227.00	90%	\$ -	\$ -
10									
11	Memorial Intercom								
12	Structured Cabling Materials	\$ 45,000.00	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00	100%	\$ -	\$ -
13	Structured Cabling Labor	\$ 101,490.00	\$ 101,490.00	\$ -	\$ -	\$ 101,490.00	100%	\$ -	\$ -
14	Intercom Speakers Materials	\$ 238,000.00	\$ 238,000.00	\$ -	\$ -	\$ 238,000.00	100%	\$ -	\$ -
15	Intercom Speakers Labor	\$ 110,414.16	\$ 110,414.16	\$ -	\$ -	\$ 110,414.16	100%	\$ -	\$ -
17	UPS Hardware	\$ 6,693.84	\$ 6,693.84	\$ -	\$ -	\$ 6,693.84	100%	\$ -	\$ -
18	UPS Labor	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	100%	\$ -	\$ -
	Demolition	\$ 11,000.00	\$ 11,000.00	\$ -	\$ -	\$ 11,000.00	100%	\$ -	\$ -
19		\$ 514,098.00	\$ 514,098.00	\$ -	\$ -	\$ 514,098.00	100%	\$ -	\$ -
20									
21	Memorial Cameras								
22	Structured Cabling Materials	\$29,500.00	\$ 29,500.00	\$ -	\$ -	\$ 29,500.00	100%	\$ -	\$ -
23	Structured Cabling Labor	\$76,737.00	\$ 76,737.00	\$ -	\$ -	\$ 76,737.00	100%	\$ -	\$ -
24	Intercom Speakers Materials	\$212,300.00	\$ 212,300.00	\$ -	\$ -	\$ 212,300.00	100%	\$ -	\$ -
25	Intercom Speakers Labor	\$84,737.00	\$ 84,737.00	\$ -	\$ -	\$ 84,737.00	100%	\$ -	\$ -
26	Video Surveillance Materials	\$48,330.92	\$ 48,330.92	\$ 28	\$ -	\$ 48,330.92	100%	\$ -	\$ -
	Video Surveillance Labor	\$5,709.80	\$ 5,709.80	\$ -	\$ -	\$ 5,709.80	100%	\$ -	\$ -
27	UPS Hardware	\$2,231.28	\$ 2,231.28	\$ -	\$ -	\$ 2,231.28	100%	\$ -	\$ -

74	Switch Hardware	\$ 51,532.75	\$ 51,532.75	\$ -	\$ -	\$ 51,532.75	100%	\$ -	\$ -
75		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
81		\$ 51,532.75	\$ 51,532.75	\$ -	\$ -	\$ 51,532.75	100%	\$ -	\$ -
82									
92	I&G Camera Switches								
93	Switch Hardware	\$ 11,183.00	\$ 11,183.00	\$ -	\$ -	\$ 11,183.00	100%	\$ -	\$ -
94		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
100		\$ 11,183.00	\$ 11,183.00	\$ -	\$ -	\$ 11,183.00	100%	\$ -	\$ -
101	Contingency								
102	RFI2 IDF2 cable extentions \$4,919 payapp1	\$ 75,000.00	\$ 44,945.96	\$ -	\$ -	\$ 44,945.96	60%	\$ 30,054.04	\$ -
	RFI3 IDF1 wall mount rack add \$2,973 payapp1		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
	RFI4 softball addendum \$16,641.13 payapp2		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
	RFI11 I&G extra camera \$150								
	RFI12 I&G fire alarm relocation \$1,041	\$ (30,054.04)						\$ (30,054.04)	
109	RFI9v3 Travis office spks \$4,483 payapp2	\$ 44,945.96	\$ 44,945.96	\$ -	\$ -	\$ 44,945.96	60%	\$ -	\$ -
	RFI13 Football - \$14,738.83								
110	3 Year Support								
111	3 Year Support	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	100%	\$ -	\$ -
118		\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	100%	\$ -	\$ -
119	Payment Bond								
120	Bond	\$ 13,814.59	\$ 13,814.59	\$ -	\$ -	\$ 13,814.59	100%	\$ -	\$ -
127		\$ 13,814.59	\$ 13,814.59	\$ -	\$ -	\$ 13,814.59	100%	\$ -	\$ -
400									
401		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
402	TOTAL	1,824,705.69	1,824,705.69	0.00	0.00	1,824,705.69		0.00	0.00



FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: MISD Contract# 2024-366 through CSP 2024-1025 – Memorial High School, William B. Travis Middle School & Instruction and Guidance Center New Surveillance Cameras and Intercom Systems

1. Vendor Obligations to McAllen ISD:

YES	NA	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Original Certificate of Substantial Completion (internal/external) transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Letter of Guarantee, Warranty transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	List of names and addresses of obligatory vendors (subcontractors/suppliers) transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All non-compliant items corrected (incl. punch list) and evidence of corrections transmitted to McAllen ISD
<input checked="" type="checkbox"/>	<input type="checkbox"/>	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:

PO# 8072500034

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

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

APPROVED BY: Judith Escamilla

For further information, contact:
Name: Judith Escamilla, *Technology Executive Director*
Phone: (956) 632-3238
Email: Judith.Escamilla@mcallenisd.net

ACKNOWLEDGED BY: Dyanira Diaz

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

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: October 21, 2025

Attachment:

SUBMITTED BY: *Laura Williams*

SUPERVISOR: *Lorena Garcia*
Lorena Garcia (Oct 9, 2025 15:05:31 CDT)

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Oct 14, 2025 08:41:58 CDT)

RECOMMENDED VENDORS

Request for Proposal ("RFP") 2024-1021

Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 17)

No.	Responding Supplier	City	State	Recommendation
1	Art & Stitchery LLC	Shacklefords	VA	Qualified
2	Hunky Dory Threads	Dickinson	TX	Qualified
3	Go Press LLC Minuteman Press McAllen dba Minuteman Press McAllen	McAllen	TX	Qualified
4	Zephyr Headwear (Lakeshirts Holdings Inc. dba Lakeshirts Zephyr LLC)	DETROIT LAKES	MN	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: October 21, 2025

Attachment:

SUBMITTED BY: 
Eduardo Barnhart (Oct 10, 2025 13:48:10 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (Oct 10, 2025 17:01:24 CDT)

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Oct 14, 2025 08:39:40 CDT)

USER AGREEMENT TO PURCHASE DRIVER RECORDS OR DRIVER RECORD MONITORING SERVICES

This Agreement is made between the Department of Public Safety of the State of Texas (DPS), the state administrator for driver license and identification card records (referred to as Driver Records), and the entity purchasing records identified below (Entity).

Entity Name: _____

Address: _____

BACKGROUND

Texas law authorizes DPS to sell Driver Records individually or in bulk for specified permissible purposes and to establish an Interactive System to provide the release of Driver Records under the authority of Texas Transportation Code Chapters 521 and 730.

Additionally, Texas Transportation Code § 521.062 allows DPS to establish an optional program for Driver Records Monitoring Services (referred to as Monitoring Services) that will notify any participating entities of any updates or changes to an individual's Driver Record that is being monitored by any entity that elects to participate in the program. These changes may include convictions for a traffic offense or any driver license status change.

Texas law requires each prospective Entity using the Interactive System to sign an agreement with DPS containing safeguards that DPS considers necessary to ensure that Driver Records purchased are used only for permissible purposes and that the rights of the individuals and DPS are protected before Entity receives any Driver Records.

DPS will sell and deliver the Driver Records or Monitoring Services in an interactive format to Entity subject to the following terms and conditions.

SCOPE

1. Definitions

- a. **Driver Records** means a record that pertains to a motor vehicle operator or driver license or permit, or identification document issued by DPS for all license holders in Texas as described in Texas Transportation Code § 521.050.
- b. **Interactive System** means the process by which DPS supplies Driver Records and Monitoring Services in an electronic format to Entity, including real-time and batch web-based applications.

- c. **Personal Information** means information within Driver Records that identifies an individual by the following: an individual's photograph or computerized image, Social Security number, date of birth, driver identification number, name, address but not zip code, email address, telephone number, and medical or disability information or as is defined by the federal Driver's Privacy Protection Act (18 U.S.C. § 2721, *et seq.*), the Identity Theft Enforcement and Protection Act (Texas Business and Commerce Code Ch. 521), and the Texas Motor Vehicle Records Disclosure Act (Texas Transportation Code Ch. 730). Personal Information may also include sensitive personal information as defined in Texas Business and Commerce Code § 521.002(2), which includes:
- 1) An individual's first name or first initial and last name in combination with a driver license number or government-issued identification number if the name and the items are not encrypted.
 - 2) Information that identifies an individual and relates to:
 - a) The physical or mental health or condition of the individual; or
 - b) The provision of health care to the individual.
- d. **Entity** means a person or governmental or private entity who is eligible to receive Driver Records as an Authorized Recipient under Texas Transportation Code Chapter 730.
- e. **Breach of System Security** means the unauthorized access of computerized data that compromises the security, confidentiality, or integrity of personal information Entity maintains under this Agreement, including data that is encrypted if Entity's employee or agent accessing the data has the key required to decrypt the data. Good faith acquisition of personal information by an employee, agent, or client of Entity for the purposes of performing under this Agreement is not a breach of system security unless the employee, agent, or client of Entity uses or discloses the personal information in an unauthorized manner.
- f. **Confidential Data** means information as defined in Texas Administration Code § 202.1 (5) that is collected and maintained by the Department that must be protected against unauthorized disclosure and is not subject to public disclosure under the provisions of applicable state or federal law or other legal agreements.
- g. **Cyber Security** means the Department's Cyber Security Unit, which is responsible for agency information technology security.

- h. Department or DPS** means the Department of Public Safety of the State of Texas.
- i. Regulated Data** means information that is collected and maintained by the Department that requires the Department to implement specific privacy and security safeguards as mandated by Federal and State law.
- j. Secure Location** means a facility, conveyance, or area with security controls sufficient to protect sensitive or confidential information and associated information systems.
- k. Sensitive Data** means information that is collected and maintained by the Department that must be protected against unauthorized disclosure, except for public release under the provisions of applicable state or federal law or other legal agreements.
- l. System Failure** means a breakdown of any system hardware, operating system, or application software which prevents the accomplishment of the system's intended function.
- m. User(s)** means an entity/person who is accessing Driver Records from a web-based, desktop, or mobile device interface.
- n. Wireless Local Area Network (WLAN)** means a wireless computer network that links two or more devices using a wireless distribution method within a limited area.

2. Purchase of Driver Records

Entity may purchase Driver Records of individuals, which includes Personal Information, solely for a permissible use as identified in the section of this Agreement entitled "Certification of Permissible Use."

3. Purchase of Monitoring Services

Upon enrollment in the Driver Record Monitoring Service, Entity agrees to immediately purchase a record of any driver identified with a "not eligible" status (Type 2). If the purchase is made for the purpose of insurability, the driver is eligible for monitoring by the organization that purchased the record. The Monitoring Services will include notification to Entity on a bi-weekly basis of any change in the individual's driver license status or when any conviction for a traffic offense is reported to DPS during the term of this Agreement.

4. Fees

Entity must pay to DPS the applicable fee set by statute or rule for purchasing Driver Records or Monitoring Services. Entity also must pay any interactive transaction fees. Payment for the interactive transfer must be handled in an electronic format. Entity must remit payment immediately upon receipt of billing. Failure to remit timely payment may result in termination of this Agreement, denial of additional Driver Records and Monitoring Services, or the cancellation of Monitoring Services for any specific Driver Record until all payments are received. In the event that the Monitoring Services for a specific Driver Record is cancelled, Entity must purchase the Driver Record again in order to reinitiate the monitoring service for that specific Driver Record.

Under Tex. Transp. Code § 521.049, DPS will not charge a fee for Driver Records disclosed to a law enforcement or other governmental agency for an official purpose, unless the governmental agency requests Driver Records sold in bulk for research purposes. If Entity is a governmental agency and wishes to obtain Driver Records in bulk for research purposes, DPS will charge Entity the regular fees for those bulk Driver Records.

If Entity is monitoring a Driver Record for multiple Third Party Requestors, Entity must pay a monitoring fee for each Third Party Requestor. Entity must require a Third Party Requestor to monitor its entire customer base for Monitoring Services.

If Entity is purchasing Driver Records and Monitoring Services for its own use and will not provide to a Third Party Requestor as permitted herein, Entity must monitor its entire customer base under this Agreement.

5. Interactive System

The Interactive System for Driver Records and Monitoring Services, by which DPS supplies Driver Records and Monitoring Services in an electronic format including real-time and batch web-based applications, is operated and controlled by a State of Texas vendor. The vendor is the duly authorized service agent of DPS responsible for processing electronically submitted Driver Records requests and delivering Driver Records and Monitoring Services in the form of a report identifying changes in an individual's driver license status or when any conviction for a traffic offense is reported in a secure, electronic format using the Interactive System. Billing and payment for these services by Entity will also be conducted through the Interactive System. The vendor is obligated to specific performance level requirements, so the vendor has the authority to suspend any Entity account or access to the Interactive System when an Entity's access compromises the operation of the Interactive System. Suspension of such account or access will continue until the compromising condition is resolved to the satisfaction of DPS.

6. Certification of Permissible Use

Entity, by signing this Agreement, certifies compliance with all provisions of the federal Driver's Privacy Protection Act, the Texas Motor Vehicle Records Disclosure Act, the Identity Theft Enforcement and Protection Act, and with all other state and federal laws applicable to this Agreement. Entity certifies that its use of Driver Records purchased under this Agreement is for the following permissible purpose only and for no others.

Initial all that apply.

- _____ 1. (Valid for Certified Abstract) For use by a government agency in carrying out its functions or a private entity acting on behalf of a government agency in carrying out its functions.
- _____ 2. For use in connection with a matter of (a) motor vehicle or motor vehicle operator safety; (b) motor vehicle theft; (c); motor vehicle product alterations, recalls, or advisories; (d) performance monitoring of motor vehicles, motor vehicle parts, or

motor vehicle dealers; or (e) removal of nonowner records from the original owner records of motor vehicle manufacturers.

- _____ 3. For use in the normal course of business by a legitimate business or an authorized agent of the business, but only (a) to verify the accuracy of personal information submitted by the individual to the business or the agent of the business; and (b) if the information is not correct, to obtain the correct information, for the sole purpose of preventing fraud by, pursuing a legal remedy against, or recovering on a debt or security interest against the individual.
- _____ 4. (Valid for Certified Abstract) For use in conjunction with a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court.
- _____ 5. For use in research or in producing statistical reports, but only if the personal information is not published, redisclosed, or used to contact any individual.
- _____ 6. For use by an insurer, insurance support organization, or self-insured entity, or an authorized agent of an insurer, insurance support organization, or self-insured entity, in connection with claims processing or investigation activities, antifraud activities, rating or underwriting.
- _____ 7. For use in providing notice to an owner of a vehicle that was towed or impounded and is in the possession of a storage facility.
- _____ 8. For use by a licensed private investigator agency or licensed security service for a purpose permitted under this section.
- _____ 9. (Valid for Certified Abstract) For use by an employer or an agent or insurer of the employer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. Chapter 313.
- _____ 10. For use in connection with the operation of a toll transportation facility or another type of transportation project described by Section 370.003.
- _____ 11. For use by a consumer reporting agency, as defined by the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.), for a purpose permitted under that Act.
- _____ 12. For use by a motor vehicle manufacturer, dealership, or distributor, or an agent of or provider of services to a motor vehicle manufacturer, dealership, or distributor, for motor vehicle market research activities, including survey research.
- _____ 13. For use in the ordinary course of business by a person or authorized agent of a person who: (a) holds a salvage vehicle dealer license issued under chapter 2302, Occupations Code; (b) holds an independent motor vehicle dealer or wholesale motor vehicle auction general distinguishing number issued under Chapter 503 of this code; (c) holds a used automotive parts recycler license issued under Chapter 2309, Occupations Code; or (d) is licensed by, registered with, or subject to regulatory oversight by the

Texas Department of Motor Vehicles, the Texas Department of Banking, the Department of Savings and Mortgage Lending, the Credit Union Department, the Office of Consumer Credit Commissioner, the Texas Department of Insurance, the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Consumer Financial Protection Bureau, or the National Credit Union Administration.

- _____14. For use by an employer, principal, general contractor, nonprofit organization, charitable organization, or religious institution to obtain or verify information relating to a person who holds a driver's license or the driving history of a person who holds a driver's license if the person is employed by, works under a contract with, or volunteers for the employer, principal, contractor, organization, or institution.
- _____15. For use in the preventing, detecting, or protecting against identity theft or other acts of fraud. Prior to release of personal information may require additional information.

Entity must restrict access to, use of, and disclosure of Driver Records, including Personal Information, to designated personnel solely for the permissible purposes identified in this Agreement. Access to and use of Driver Records by Entity's personnel that are not authorized is strictly prohibited. Entity must comply with the Data Sharing Agreement (Attachment C) that is incorporated into this Agreement by reference. The Rules of Behavior for Individuals Accessing DPS Data (Attachment B) must be completed by the Entity's employees accessing Driver Records. Any access, use, or disclosure not required for the purposes of this Agreement or for any unofficial purpose are strictly prohibited. Violation of the federal Driver's Privacy Protection Act or the Texas Motor Vehicle Records Disclosure Act may result in civil and criminal penalties.

7. Resell or Re-disclosure

Entity may not resell re-disclose Driver Records obtained under this Agreement except as specifically provided in this Agreement. Entity may re-disclose Driver Records to a third party requestor (Third Party Requestor) who is an Authorized Recipient and only if Entity enters into a written contract with a Third Party Requestor that requires a Third Party Requestor's compliance with all Agreement requirements, including compliance with the federal Driver's Privacy Protection Act, the Identity Theft Enforcement and Protection Act, and the Texas Motor Vehicle Records Disclosure Act, and that is for a use authorized by Texas Transportation Code § 730.007. If Driver Records are disclosed as part of Monitoring Services, Entity must require a Third Party Requestor to monitor its entire customer base for Monitoring Services. Any Driver Records or Monitoring Services purchased under this Agreement by Entity are for a single purpose use only and will not be repurposed or used more than one time. Entity will not use a specific Driver Record for multiple Third Party Requestors or multiple uses by a single Third Party Requestor.

If Entity resells or re-discloses Driver Records to someone who is not an Authorized Recipient, the Entity may be subject to civil and criminal penalties, including a civil suit that allows for damages or subject to committing an offense classified as a misdemeanor punishable by a fine not to exceed \$100,000. If Entity resells or re-discloses Driver Records to Third Party Requestors, it must inform Third Party Requestors that they may not re-disclose the personal information to a person who is not an Authorized Recipient.

8. Record Creation and Retention

Entity must create a record identifying each Third Party Requestor that obtained Driver Records or Monitoring Services (if applicable) from Entity and the legally permissible purpose for which Driver Records or Monitoring Services were obtained. Entity must ensure that each Third Party Requestor will comply with all federal and state laws on the release of the information and all terms, conditions, and obligations of this Agreement. Entity must retain these identifying records for five years following the transfer of any Driver Records or Monitoring Services to a Third Party Requestor of the following: the name of any person or entity to whom the release was made; the date the release was made; the permitted use for which Driver Records or Monitoring Services were released; the written agreement with the Third Party Requestor; and contact information for the Third Party Requestor.

9. Provide Copies of Records and Notification of Release

If Entity re-discloses any Driver Records obtained under this Agreement to a Third Party Requestor, Entity must provide access to or copies of those records required in the section entitled "Record Creation and Retention" to DPS immediately upon DPS's request. DPS retains the right to require the records in any applicable format, including electronic or paper. Entity will bear the expense of providing this information to DPS, including any postage or shipping charges.

10. Unauthorized Disclosure

Entity must immediately notify DPS of any inadvertent or unauthorized release, disclosure, breach, or compromise of Driver Records obtained under this Agreement as soon as Entity knows or should have known of such unauthorized or inadvertent release, disclosure, breach, or compromise of security. This obligation applies whether the action or omission was by Entity, its employees or agents, or by any person or entity that acquired Driver Records from Entity, either directly or indirectly.

If the Interactive System or an information system containing Driver Records is compromised or breached, Entity must provide notice to DPS as soon as possible following the discovery or reasonable belief that there has been unauthorized exposure, access, disclosure, compromise, or loss of sensitive or confidential information referred to as a "*Security Incident*."

- a. Within 24 hours of the discovery or reasonable belief of a Security Incident, Entity must provide a written report to DPS detailing the circumstances of the security incident, which includes at a minimum:
 - 1) A description of the nature of the Security Incident;
 - 2) The type and amount of Driver Records involved;
 - 3) Who may have obtained the Driver Records;
 - 4) What steps Entity has taken or will take to investigate the Security Incident;
 - 5) What steps Entity has taken or will take to mitigate any negative effect of the Security Incident; and
 - 6) A point of contact for additional information.

- b. Each day thereafter until the investigation is complete, Entity must provide DPS with a written report regarding the status of the investigation and the following additional information as it becomes available:
 - 1) Who is known or suspected to have gained unauthorized access to Driver Records;
 - 2) Whether there is any knowledge if Driver Records have been abused or compromised;
 - 3) What additional steps Entity has taken or will take to investigate the Security Incident;
 - 4) What steps Entity has taken or will take to mitigate any negative effect of the Security Incident; and
 - 5) What corrective action Entity has taken or will take to prevent future similar unauthorized use or disclosure.
- c. Entity must confer with DPS regarding the proper course of the investigation and risk mitigation. DPS reserves the right to conduct an independent investigation of any Security Incident, and should DPS choose to do so, Entity must cooperate fully by making resources, personnel, and systems access available to DPS and its authorized representatives.
- d. Subject to review and approval by DPS, Entity must at its own cost, provide notice that satisfies the requirements of Texas Business and Commerce Code Ch. 521 to individuals whose personal, confidential, or privileged information were compromised or likely compromised as a result of the Security Incident. If DPS, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice must be reimbursed to DPS by Entity. If Entity does not reimburse such costs within 30 calendar days of DPS written request, DPS will have the right to collect such costs.

11. Deletion of Information Required if not Authorized Recipient

Entity must delete from its records any personal information received from DPS if Entity becomes aware that Entity is not an Authorized Recipient of that information.

12. Data Protection

- a. Entity must further protect Driver Records in accordance with 1 Texas Administrative Code Ch. 202 and Texas Business and Commerce Code Ch. 521.
- b. Entity and its employees must comply with the requirements found in Attachments B and C.
- c. Personal information does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.
- d. Entity must implement and maintain reasonable procedures, including taking any appropriate corrective action, to protect from unlawful use or disclosure of any sensitive personal information collected or maintained by Entity under this Agreement.

13. No Separate Database

Entity will not retain, store, combine, or link any information from Driver Records or Monitoring Services obtained under this Agreement with any other data or database without the prior written consent of DPS.

14. Acknowledgement and Disclaimer

Entity acknowledges that DPS is furnishing Driver Records on an “as is” basis and DPS makes no representation as to the accuracy of any Driver Records furnished. DPS expressly disclaims responsibility for any failure to deliver Driver Records in a timely manner, or at all, in the event of staff shortages, failures of appropriations, breakdown of equipment, compliance with new or amended laws, acts of authority exercised by a public official, acts of God or anything that may be classified as a type of *force majeure* incident that is beyond the reasonable control of DPS and that by exercise of due foresight DPS could not reasonably have been expected to avoid, and which by the exercise of all reasonable due diligence, DPS is unable to overcome, or any other circumstances which may delay or preclude furnishing Driver Records in a timely fashion.

15. Consumer Protection

Driver Records furnished under this Agreement must not be used by Entity to engage in any method, act, or practice that is unfair or deceptive, nor will Driver Records be used for marketing, solicitations, or surveys not authorized by law, which includes any prohibition under Texas Transportation Code Chapter 730.

16. Direct Access to Driver Records

Entity may not allow any member of the public or any person outside the direct employ or control of Entity direct access to Driver Records under this Agreement for any reason other than Entity’s intended and legitimate use of Driver Records.

17. Assignability

Entity will not assign, license, or transfer any of its rights, duties, and obligations under this Agreement without the prior written consent of DPS. An attempted assignment in violation of this section is null and void. Any approved assignment will not relieve the assignor of any liability or obligation under this Agreement. Alternatively, if Entity does assign without prior written approval and a novation is impractical or impossible under the circumstances, but DPS does approve the assignment ultimately, then this Agreement will be binding on any successor or assignee.

18. Change of Status

This Agreement will automatically terminate if Entity ceases to conduct business, substantially changes the nature of its business, sells its business without a proper DPS-approved assignment, is deceased, if there is a significant change in its ownership, or ceases to qualify for Driver Records and Monitoring Services under the permissible use certified in the section entitled “Certification of Permissible Use” or as otherwise provided in this Agreement. Entity, its successor in interest, or its personal representative must immediately notify DPS in writing of any change in status that may implicate this section.

19. Suspension

If DPS has a reasonable suspicion or actual confirmation that Entity is not in contract compliance with any requirement for any reason, including data spillage or data breach, DPS reserves the right to immediately suspend access to Entity. DPS may reinstate access following suspension upon DPS's receipt of satisfactory assurances that Entity has corrected all non-compliance and has taken measures to prevent future non-compliance. DPS will not provide an Entity with any changes to a monitored record that occur during a period of suspension once services are reinstated; the DPS system does not have the ability to look back at or track any changes that may have occurred during the period of suspension. Failure to correct any violations to DPS's satisfaction or repeated violations could result in contract termination and permanent cancellation.

20. Incorporation of Other Documents

This Agreement, including "Attachment A, Entity's Information Form for Obtaining Interactive Driver Records and Monitoring Services", "Attachment B, Rules of Behavior for Individuals Accessing DPS Data", "Attachment C, Data Sharing Agreement", and Attachment D, Additional Requirements for Bulk Record Purchases under Texas Transportation Code § 521.050" constitutes the entire agreement between the Parties with regard to the matters made to the subject of this Agreement and no oral agreements are binding.

21. Termination

- a. **For Convenience.** Either Party may terminate this Agreement for convenience at any time for any reason by giving the other Party 30 calendar days' written notice. If a Party elects to terminate this Agreement for convenience, all unfilled obligations, including the obligation to pay any applicable fees, will remain in full force. In no event will DPS be liable in any way if it terminates for convenience.
- b. **For Cause.** DPS may immediately terminate this Agreement for cause for any violation of the terms of this Agreement or for any violation of any state or federal law, rule, or regulation relating to the subject matter of this Agreement. DPS will provide Entity with written notice to terminate this Agreement, which termination will become effective immediately upon Entity's receipt of the notice. If this Agreement is terminated for cause, DPS may refuse to provide Driver Records to Entity in any format.

22. Amendments

DPS may amend the terms and conditions of this Agreement from time to time in order to accommodate changes in the records or information furnished under this Agreement and for other reasons deemed appropriate by DPS.

23. INDEMNIFICATION (Does not apply to Governmental Entities)

ENTITY MUST DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND DPS, AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF ENTITY OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THE DEFENSE MUST BE COORDINATED BY

ENTITY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND ENTITY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. ENTITY AND DPS AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

24. Applicable Law and Venue

This Agreement will be governed by and construed in accordance with the laws of the State of Texas as well as any relevant federal law regarding the subject matter. The venue for any suit arising under this Agreement is fixed in any court of competent jurisdiction in Travis County, Texas.

25. Notice

Any notice required or permitted under this Agreement will be directed to the Parties at the addresses shown below. The following contact person is designated by Entity to receive all notices regarding this Agreement:

Point of Contact: _____

Alternate Point of Contact: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Cell Phone Number: _____

Fax: _____

Email: _____

All correspondence to DPS regarding this Agreement must be mailed to the following address:

Department of Public Safety
License and Record Service/Online Services
P.O. Box 4087
Austin, Texas 78773-0360
(512) 424-5967
Fax: (512) 424-7456
Email: E.eCommerce@dps.texas.gov

Notices to the Parties at the addresses shown above will be deemed received: (i) when delivered in hand and a receipt granted; (ii) three calendar days after it is deposited in the United States mail by certified mail, return receipt requested; or (iii) when received if sent by confirmed facsimile or confirmed email. Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided above, specifying the new address and/or individual and the date upon which it will become effective.

26. Compliance with Law

Entity must comply with all local, state, and federal laws, rules, and regulations applicable to the subject matter of this Agreement, including but not limited to, the federal Driver’s Privacy Protection Act of 1994 and the Texas Motor Vehicle Records Disclosure Act, and any written instructions of DPS related to this Agreement. Violation of the federal Driver’s Privacy Protection

Act or the Texas Motor Vehicle Records Disclosure Act by Entity may result in civil and criminal penalties. Violation of a term of this Agreement by Entity may be a false, misleading, or deceptive act or practice under Subchapter E, Chapter 17, Texas Business and Commerce Code or a Class B misdemeanor under Section 521.062 of the Texas Transportation Code.

27. Office of the Attorney General

Entity understands that under Texas Transportation Code § 521.062(d–g), the Office of the Attorney General may take certain actions against Entity for violations related to this Agreement.

28. Severability

Entity acknowledges that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, including a dispute over possibly ambiguous language, they would want the court to interpret this Agreement as follows:

- 28.1 With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- 28.2 If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the Agreement will remain in effect as written;
- 28.3 By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- 28.4 If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

29. Audit and Inspection

Entity is subject to audit and inspection, at any time during normal business hours and at a mutually agreed upon location, by the Texas State Auditor’s Office, DPS, or any other department or agency responsible for determining that the Parties have complied with applicable law. Entity must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection and Entity must provide any such records and documents to DPS, the Texas State Auditor’s Office, or applicable agency upon request. Entity must keep all records and documents regarding this Agreement for the term of this Agreement and for five years after the termination of this Agreement.

If DPS requests information from the Entity or a Third Party Requestor to determine if they have complied with applicable law or this Agreement, they must provide the requested information no later than the fifth business day after DPS submits the request unless DPS extends the deadline.

30. Survival

Any provisions of this Agreement that impose continuing obligations on Entity will survive the expiration or termination of this Agreement.

31. Term of Agreement

The term of this Agreement is effective on the last date signed in the Agreement section entitled “User Acceptance of Agreement” and will continue in full force and effect for a term of five years from that full execution date.

32. Acceptance of User Agreement

By signing this agreement, Entity agrees to the terms and conditions of this Agreement and all incorporated Attachments.

In order to receive any Driver Records and driver record monitoring services, an authorized signatory, the Chief Information Officer (CIO), and the Chief Information Security Officer (CISO) must sign this Agreement. Entity may not use the records if it does not accept the Agreement and all incorporated Attachments in their entirety.

Chief Information Security Officer <i>Insert signatory name and title here.</i>
Signature
Date:

Chief Information Officer <i>Insert name and title here.</i>
Signature
Date:

Entity’s Authorized Representative <i>Insert signatory name and title here.</i>
Signature
Date:

**ATTACHMENT A
ENTITY'S INFORMATION FORM**

D/B/A, if applicable (including names of all subsidiaries and companies comprising part of this Entity:

Federal Tax Identification Number:

List all web address internet sites (Uniform Resource Locator–URL), Facebook, or Twitter accounts used or possessed by Entity:

Nature of Entity's Business Activities and Practices:

Detailed explanation of the intended use of Driver Records and Monitoring Services obtained from DPS (describe how the exemption qualifies for the purchase of Driver Records and Monitoring Services):

If Entity intends to release Driver Records to a Third Party Requestor, explain what safeguards or assurances are in place to meet the requirements of this Agreement and provide a copy of the written contract between Entity and the Third Party Requestor:

If Entity does not intend to release Driver Records to a Third Party Requestor, state so below:

ATTACHMENT B

Rules of Behavior for Individuals Accessing DPS Data

Purpose

This document delineates the responsibilities and expected behavior of all individuals that use and have access to data provided by the Department of Public Safety of the State of Texas (DPS). Additionally, this document fosters the comprehensive knowledge of and compliance with the DPS rules of behavior as a condition for continued data access and sets forth requirements for verification of understanding with the rules as documented. DPS data users will be held accountable for their actions and are responsible for securing the data and resources in accordance with the DPS rules of behavior. All persons requiring access to DPS data must read, understand, and formally acknowledge those rules of behavior by signing this agreement prior to being granted access to DPS data.

User Rules of Behavior

1. I understand that I am required to perform my official duties when given access to DPS data.
2. I must restrict disclosure of DPS data to only those with a business need and are authorized to receive the information.
3. I must not send or store DPS sensitive or confidential information to a personal e-mail account.
4. I must take every precaution to prevent unauthorized individuals from observing display output. (Use privacy screens, keep computer screens from facing windows or doors, etc.)
5. I must log off or lock my workstation or laptop computer, or I must use a password-protected screensaver, whenever I step away from my work area, even for a short time.
6. I must not transmit DPS sensitive or confidential information unencrypted outside the secure network.
7. I must securely store all removable media containing DPS data when not in use.
8. I will ensure DPS sensitive or confidential data stored on removable or portable media is AES 256 encrypted, and the media is marked with the appropriate data classification.
9. I will comply with the DPS password policy.
10. I will immediately report security violations and incidents involving DPS data to my supervisor and DPS Cyber Security.

Acknowledgement

I acknowledge that I have read and received a copy of the signed Data Sharing Agreement signed by DPS and Entity. I acknowledge that I have read and understand the Rules of Behavior and must comply with them.

Name of User (printed): _____

Supervisor's Name: _____

(User Signature)

(Date)

ATTACHMENT C

Data Sharing Agreement for Release of Driver Records

1.0 Data Sharing Statement

The requirement for data sharing between the Department of Public Safety of the State of Texas (DPS) and *Entity* exists for the sole purpose to deliver driver records under Texas Transportation Code Chapters 521 and 730.

2.0 Security

2.1 General Description of Information Sensitivity

Confidentiality, integrity, and availability requirements and standards are derived from the Criminal Justice Information Services (CJIS) Security Policy (<http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/>), 1 Texas Administrative Code §202.1 *et seq.*, and DPS General Manual Chapters 25, *Cyber Security*, and 26, *Information Resource Policy*. The DPS General Manual Chapters are incorporated by reference.

2.2 Trusted Behavior Expectations/Rules of Behavior

Entity must protect DPS data in accordance with this DSA. Entity will provide a copy of this DSA to all authorized personnel.

2.3 Formal Security Policy

DPS developed these procedures under this DSA to ensure the protection of DPS data when it is being provided to outside entities. Entity must comply with the procedures of this DSA for all systems used to store, process, or transmit DPS data. DPS may modify these requirements in its discretion, in accordance with its cyber security policies.

2.4 Administrative Security

Entity must comply with the following administrative security procedures:

- a. Entity must use host systems that have an approved warning banner displaying a message of consent to monitoring and that unauthorized use is subject to criminal prosecution or criminal or civil penalties, prior to login.

- b. Entity must ensure that host systems that contain any DPS data are used for official purposes only.
- c. Entity must appropriately safeguard all DPS data and only release it to authorized individuals.
- d. Entity may not share DPS's data with an entity except in accordance with the terms of this Agreement.

2.5 Identification and Authentication

The purpose of authentication is to provide reliable identification for access to data or information systems. Entity must maintain the identity of active users, linking actions to specific users, and all other identification and authentication requirements. Non-repudiation must be maintained for each user accessing DPS data.

2.6 Audit Trail and Review

An audit trail is a chronological record of system activities that is sufficient to enable the reconstruction, review, and examination of the sequence of environments and activities surrounding or leading to each event in the path of a transaction from its inception to the final output. Entity must comply with the following audit trail procedures:

- a. Entity information systems that process DPS data will produce an audit trail that records, for all users, the following at a minimum:
 - The identity of each person and device that accesses or attempts to access the system or application
 - Start-up and shutdown of the audit functions
 - Successful use of the user security attribute administration functions
 - All attempted uses of the user security attribute administration functions
 - Identification of which user security attributes have been modified
 - Successful and unsuccessful logons and logoffs
 - Unsuccessful access to security relevant files including creating, opening, closing, modifying, and deleting those files
 - Changes in user authenticators
 - Blocking or blacklisting user IDs, terminals, or access ports
 - Denial of access for excessive logon attempts
 - System access by privileged users (privileged activities at the system, either physical or logical consoles) and other system-level access by privileged users). Users may not have administrative privileges to local systems unless the systems are standalone.
 - Starting and ending times for each access to the system.

- b. For analysis purposes, Entity must retain audit trails for at least one year or in accordance with Entity security policy, whichever is longer.
- c. All audit trails must be protected from actions such as unauthorized access, modification, and destruction that would negate their forensic value.

2.7 Logical Access Control

Logical access controls provide a technical means to control user access to information and system resources. They control what information users can access, the programs they can run, and the modifications they can make. Entity must comply with the following logical access controls:

- a. The identity of the user must be established before access to DPS data is granted.
- b. Users will have access only to data to which they are entitled (the principle of least privilege will be enforced).
- c. Entity information systems processing DPS data will automatically disconnect or otherwise deny access to a user after three failed logon attempts.
- d. Entity information systems processing DPS data will initiate a session lock or termination after a maximum of 30 minutes of inactivity and require the user to reauthenticate to regain access.

2.8 Password Management

Password management includes the generation, issuance, and control of the passwords that support authentication. Entity must comply with the following password management for access to DPS information:

- a. Password management must meet the requirements of DPS security policy at minimum; however, Entity is authorized to implement password requirements that exceed DPS security policy. To comply with DPS security policy, passwords must:
 - (1) Be a minimum length of 8 characters;
 - (2) Contain a mix of upper and lower case characters, numeric characters, and special characters;
 - (3) Not be a dictionary word or proper name;
 - (4) Not be the same as, or contain, the User ID;
 - (5) Expire within a maximum of 90 calendar days;
 - (6) Not be identical to the previous 10 passwords;
 - (7) Never be displayed in clear text on the screen; and never be written down and stored physically.
- b. Passwords considered re-usable must be encrypted during transmission.
- c. Passwords must be stored in an encrypted form in a protected password file to ensure confidentiality.

- d. If the security of a password is in doubt, the password must be changed immediately.

2.9 Software Security

Entity must use anti-virus protection software. Entity must manage the anti-virus protection software to include upgrades, updates, modifications, corrections, patches, plugins, etc., that may be required to keep the software current and effective.

2.10 Telecommunications Security

Telecommunications security is concerned with the protection of data during transmission. Entity must comply with the following telecommunication security requirements:

- a. All data must be protected during transmission in compliance with Federal Information Processing Standard (FIPS) 140-2 approved cryptographic modules and 1 Texas Administrative Code § 202.1 *et seq.*
- b. All passwords must be protected during transmission using a mechanism that is compliant with Federal Information Processing Standard (FIPS) 140-2 approved cryptographic modules and 1 Texas Administrative Code § 202.1 *et seq.*

2.11 Media Security

Entity must apply the following policies for marking and disposition of tapes, flash drives, hard drives, printouts, or any other media containing sensitive or confidential data: media containing sensitive or confidential data must be labeled with the appropriate data classification (e.g., Sensitive, Confidential). Prior to release or disposal, electronic media containing sensitive or confidential data must be completely erased or destroyed using DPS authorized methods, which align with CJIS Security Policy section 5.8.3.

2.12 Incident Response

An information system incident is an unexpected, unplanned event that could have a negative effect on information technology resources. A security incident is an event that violates security policies or circumvents security mechanisms (e.g., hostile probes, intrusions, malicious software), and may lead to the unauthorized exposure, access, disclosure, compromise, or loss of DPS information. Entity must comply with the following incident response policy:

- a. In the event of a confirmed security incident, *Entity* must notify the DPS Chief Information Security Officer (CISO) in writing within four hours of discovering the incident or being notified of an incident that involves any DPS data.
- b. If a security incident is suspected, but not yet confirmed, Entity must notify the DPS Chief Information Security Officer (CISO) in writing within 24 hours of discovering the potential incident or being notified of a potential incident that involves any DPS data.
- c. In the event of a security incident where Entity has detected or confirmed an intrusion,

the DPS CISO, or the CISO's designated agent, will have authority to suspend the transmission of any DPS data to *Entity* until it has proven recovery to a secure state that can ensure the confidentiality of DPS data. In addition, Entity must also promptly provide DPS with a copy of any incident reports involving DPS data.

2.13 Training and Awareness

Entity must ensure that all Entity end users receive initial and annual DIR-certified security awareness training. In addition, Entity must ensure all users (persons and entities) sign the Rules of Behavior Agreement, Attachment B, prior to those users having access to any DPS data.

3.0 Roles and Responsibilities

3.1 Entity Responsibilities

Entity must:

- a. Protect all Personal Identifying Information in accordance with Texas Business and Commerce Code § 521.001(1) and 1 Texas Administrative Code § 202.1 *et seq.*
- b. Provide proof of compliance with security documents when requested to do so by DPS.
- c. Ensure appropriate protection of all security documents.
- d. Maintain copies of signed Rules of Behavior for every authorized user.
- e. Have complete responsibility for all cyber security controls.
- f. Have complete responsibility for encryption of all system components in accordance with Federal Information Processing Standard (FIPS) Publication 140-2.
- g. Maintain all logical access controls and password management.
- h. Maintain all system software, anti-virus protection, encryption, and operating systems, to include all upgrades, updates, patches, plugins, etc.
- i. Only grant users access to data they need to perform their official functions.
- j. Not share DPS's data outside Entity unless otherwise authorized under this Agreement.
- k. Ensure that it, and any entity that it shares DPS's data with, complies with the requirements in this data agreement if Entity shares or sells DPS' data.
- l. Report any security breaches involving Entity (or shared entity or users) to the DPS CISO.
- m. Implement the necessary procedures to ensure that Entity is secure from any unauthorized use.
- n. Ensure that any individual requesting access to DPS data is authorized to receive it. Unauthorized request or receipt of data could result in criminal proceedings brought against the Entity and the individuals or entities involved.
- o. Ensure all users complete the required security awareness training prior to access, and annually thereafter.
- p. Disseminate user manuals and other related publications as required.
- q. Conduct investigations relating to possible fraud, waste, and abuse.

3.2 DPS Responsibilities

DPS will:

- a. Protect all Personal Identifying Information in accordance with Texas Business and Commerce Code § 521.001(1) and 1 Texas Administrative Code § 202.1 *et seq.*
- b. Ensure appropriate protection of all security documents.
- c. Maintain communication with *Entity* to ensure operational needs are being met.
- d. Manage security incident assessment and response.

ATTACHMENT D

Additional Requirements for Bulk Record Purchases under Texas Transportation Code § 521.050

Texas Transportation Code § 730.014 imposes additional requirements for Entities who purchase Driver Records in the bulk format under Texas Transportation Code § 521.050. These include the posting of a performance bond and providing proof of general liability and cyber-threat insurance coverage. The bond and insurance requirements do not apply to a governmental entity.

1.0 Bond for Bulk Record Purchase (not applicable to governmental entities)

A performance bond in the amount of \$1,000,000 will be required before Entity can receive Driver Records in the bulk format under Texas Transportation Code § 521.050. Said bond will be solely for the protection of the State of Texas.

2.0 Insurance (not applicable to governmental entities)

Entity must provide proof of at least \$3,000,000 in general liability and cyber-threat insurance coverage, but notwithstanding that minimum, the coverage must be reasonably related to the risks associated with unauthorized access and use of the Driver Records.

Entity must provide proof of and maintain for the term of the Agreement no less than the minimum insurance coverage specified. Proof of insurance and bond coverage may be provided in the form of current certificates of insurance. DPS does not accept "self-insurance" coverage.

All required insurance coverage must be issued from a company or companies with a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.

All insurance policies for required coverage must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to DPS. All required insurance contracts must: (1) be written on a primary and non-contributory basis with any other insurance coverages Respondent currently has in place; and (2) include a Waiver of Subrogation Clause.

Entity must:

- A. provide all required written documentation under this section to DPS.
- B. ensure all insurance policies and certificates of insurance for required coverage are written to include all the risks associated with unauthorized access and use of the Driver Records. There must be sufficient coverage to cover any losses, security breaches, privacy breaches, unauthorized distributions, or releases or uses of any data transferred to or accessed by Entity under or as a result of this Agreement. This includes response required under Tex. Bus. & Com. Code Chapter 521.
- C. ensure that all required policies contain endorsements prohibiting cancellation except upon at least 30 days' advanced written notice to DPS.
- D. deliver all copies of changes to insurance coverage (including extensions, renewals, cancellations, and revisions) at least ten calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Contract.

- E. ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include Entity's obligations under the Agreement.
- F. obtain and maintain insurance policies that provide coverage for Entity's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under this Agreement.

3.0 Notice of Breach

If Entity experiences a breach of system security as defined by Texas Business & Commerce Code § 521.053 that includes data obtained under Texas Transportation Code § 730.007, Entity must notify DPS of the breach not later than 24 hours after the discovery of the breach.

4.0 Annual Report to DPS of Resell and Re-disclosure

Entity must annually provide to DPS a report of all third parties to which the personal information was sold or disclosed under this section and the purpose of the resell or re-disclosure.

5.0 Prohibition on Resell or Re-disclosure for Marketing Vehicle Warranties

Entity may not resell or re-disclose Driver Records for the purpose of marketing extended vehicle warranties.



CAMPUS and DEPARTMENT WEBSITES & SOCIAL MEDIA

CONTACT: FELICIA M. VILLARREAL, MARKETING AND COMMUNICATIONS DIRECTOR

UPDATED: 10/08/2025

TOTAL: 73 WEBSITES, 58 SOCIAL MEDIA PAGES

District:

- <https://www.mcallenisd.org/>
 - <https://www.facebook.com/mcallenisd/>
 - <https://www.youtube.com/@mcallenisd>
 - <https://www.instagram.com/mcallenisd/?hl=en>

Elementary Schools:

- [Alvarez Elementary School](#)
 - <https://www.facebook.com/AlvarezElementary>
- [Dr. Carlos Castañeda Elementary](#)
 - <https://www.facebook.com/CastanedaElementary>
- [Jose de Escandon Elementary](#)
 - <https://www.facebook.com/EscandonEagles>
- [Victor Fields Elementary](#)
 - <https://www.facebook.com/FieldsFalcons>
- [Reynaldo G. Garza Elementary](#)
 - <https://www.facebook.com/ReynaldoGarzaElementary>
- [Leonelo H. Gonzalez Elementary](#)
 - <https://www.facebook.com/GonzalezElementary>
- [Lucile Mckee Hendricks Elementary](#)
 - <https://www.facebook.com/hendrickselementary>
- [Sam Houston Elementary](#)
 - <https://www.facebook.com/houstonmisd>



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UPDATED: 10/08/2025

- [Andrew Jackson Elementary](#)
 - <https://www.facebook.com/AndrewJacksonElementaryMISD>
- [Christa McAuliffe Elementary](#)
 - <https://www.facebook.com/McAuliffeMISD>
- [Ben Milam Elementary](#)
 - <https://www.facebook.com/BenMilamElementary>
- [Dr. Pablo Perez Elementary](#)
 - <https://www.facebook.com/perezpioneers>
- [Sam Rayburn Elementary](#)
 - <https://www.facebook.com/profile.php?id=100041445084585>
- [Theodore Roosevelt Elementary](#)
 - <https://www.facebook.com/RooseveltBroncos>
- [Blanca E. Sanchez Elementary](#)
 - <https://www.facebook.com/SanchezScholars1>
- [Juan Seguin Elementary](#)
 - <https://www.facebook.com/SeguinRoadrunners>
- [Thigpen-Zavala Elementary](#)
 - <https://www.facebook.com/thigpenzavala>
- [Woodrow Wilson Elementary](#)
 - <https://www.facebook.com/wilsonmisd>

Middle Schools

- [Dorothea Brown Middle School](#)
 - <https://www.facebook.com/DobiePride>
- [Dr. Rodney D. Cathey Middle School](#)
 - <https://www.facebook.com/CatheyCobras>



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UPDATED: 10/08/2025

- [Alonzo De Leon Middle School](#)
 - <https://www.facebook.com/deleonmiddleschool>
- [Michael E. Fossum Middle School](#)
 - <https://www.facebook.com/FossumMS>
- [Homer J. Morris Middle School](#)
 - <https://www.facebook.com/stallions045>
- [William B. Travis Middle School](#)
 - <https://www.facebook.com/Travis042>

High Schools

- [Achieve Early College High School](#)
 - <https://www.facebook.com/AECHSJAGUARS>
- [McAllen High School](#)
 - <https://www.facebook.com/WeAreMcHi>
- [McAllen Memorial High School](#)
 - <https://www.facebook.com/MemorialHighMustangs>
- [James Nikki Rowe High School](#)
 - <https://www.facebook.com/rowehs>
- [UTRGV McAllen ISD Collegiate Academy](#)
 - <https://www.facebook.com/utrgvmisdca>
- [Instruction and Guidance Center](#)
 - <https://www.facebook.com/IGMCALLEN>
- [Lamar Academy](#)
 - <https://www.facebook.com/LamarAcademyPhoenix>

Departments: Website and Social Media (if applicable)

Accounting:

<https://www.mcallenisd.org/page/accounting>

Advanced Academics:

<https://www.mcallenisd.org/page/advanced-academic-services>



CAMPUS and DEPARTMENT WEBSITES & SOCIAL MEDIA

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UPDATED: 10/08/2025

Assessment:

<https://www.mcallenisd.org/page/assessment-department>

Bilingual:

- <https://www.mcallenisd.org/page/bilingual-esl-and-foreign-languages>
 - <https://www.mcallenisd.org/page/bilingual-esl-and-foreign-languages>
 - <https://www.facebook.com/misdbilingual?mibextid=LQQJ4d>

Business and Operations:

<https://www.mcallenisd.org/page/business-operations>

Career Technical Education:

<https://www.mcallenisd.org/page/career-technical-education>

- <https://www.instagram.com/mcallenisdcte/?igsh=MWhIMXBodjhhND-FuNw%3D%3D#>
- <https://www.facebook.com/mcallenisdcte1>
- <https://x.com/McAllenISDCTE>
- <https://www.youtube.com/channel/UCxfC8Gmz7nN8Av77gI9jIIQ/videos>

Central Warehouse:

- <https://www.mcallenisd.org/page/central-warehouse-and-fixed-assets>

Child Nutrition Department:

- <https://www.schoolnutritionandfitness.com/index.php?sid=1012110026209308>

College, Career and Counseling Department:

- <https://www.mcallenisd.org/page/college-career-and-counseling-department>



CAMPUS and DEPARTMENT WEBSITES & SOCIAL MEDIA

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UPDATED: 10/08/2025

Digital Learning and Library Services

- <https://www.mcallenisd.org/page/instructional-technology-and-library-services>
 - <https://www.youtube.com/@digitallearning2054/featured>
 - <https://x.com/annvega>
 - <https://x.com/rfluegel>
 - <https://x.com/jamesvarlack>
 - <https://x.com/gosand2>

Dyslexia

- <https://www.mcallenisd.org/page/dyslexia>

English Language Arts and Reading (ELAR)

- <https://www.mcallenisd.org/page/english-language-arts-and-reading-elar>

Employee Benefits

- <https://www.mcallenisd.org/page/employee-benefits>

Facilities, Maintenance, & Operations (FMO)

- <https://www.mcallenisd.org/page/facilities-maintenance-and-operations-fmo>

Family Treatment Program

- <https://mcallenisdtx.sites.thrillshare.com/o/ft>

Fine Arts

- <https://www.mcallenisd.org/page/fine-arts>
 - <https://www.facebook.com/misdfinearts/>
 - <https://www.instagram.com/misdfinearts/>
 - <https://x.com/mcallenfinearts>

Health Services

- <https://www.mcallenisd.org/page/health-services>

Health/PE

- <https://www.mcallenisd.org/page/health-pe>



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Human Resources

- <https://www.mcallenisd.org/page/human-resources-department>
 - https://www.facebook.com/McAllenISDHR/?ref=embed_page#

Instructional Leadership Division

- <https://www.mcallenisd.org/o/mcallenisd/page/instructional-leadership>

Instructional Services Division

- <https://www.mcallenisd.org/page/instructional-services-division>

Internal Audit

- <https://www.mcallenisd.org/page/internal-audit>

Legal Counsel:

- <https://www.mcallenisd.org/o/mcallenisd/page/legal-counsel>

Marketing and Communications:

- <https://www.mcallenisd.org/o/mcallenisd/page/marketing-communications>

Migrant Department:

- <https://www.mcallenisd.org/page/migrant-department>

Parental Involvement:

- <https://www.mcallenisd.org/page/parent-and-family-engagement>
 - <https://www.facebook.com/MISDParentFamilyEngagement?mibextid=LQQJ4d>

Payroll:

- <https://www.mcallenisd.org/page/payroll-services>

Police Department:

- <https://www.mcallenisd.org/page/police-department>
 - <https://www.facebook.com/misdspd>



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Professional Learning and Literacy:

- <https://www.mcallenisd.org/page/professional-learning-and-literacy-department>

Purchasing Services:

- <https://www.mcallenisd.org/page/purchasing-services>

Regional Day School Program For the Deaf: (RDSPD)

- <https://www.mcallenisd.org/page/regional-day-school-program-for-the-deaf-rdspd>
 - <https://www.facebook.com/profile.php?id=61556716298456>
 - <https://x.com/MISDDeafed>
 - https://www.instagram.com/mcallenisddeafed/?utm_medium=copy_link

Response to Intervention:

- <https://www.mcallenisd.org/page/response-to-intervention-rti>

Section 504:

- <https://www.mcallenisd.org/page/section-504>

Special Education:

- <https://www.mcallenisd.org/page/sped>
 - <https://www.facebook.com/profile.php?id=100057175821008>

State and Federal Programs:

- <https://www.mcallenisd.org/page/state-and-federal-programs>
 - <https://www.facebook.com/MISDParentNFamilyEngagement>
 - <https://x.com/StateAndFedMISD>

Strategic Partnerships & Student Outreach (SPSO):

- <https://www.mcallenisd.org/page/enroll-with-mcallen-isd>
 - <https://www.facebook.com/profile.php?id=61568725244226>

Student Operations:

- <https://www.facebook.com/profile.php?id=61568725244226>



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UPDATED: 10/08/2025

Student Records:

- <https://www.mcallenisd.org/page/student-records>

Student Support Services:

- <https://www.mcallenisd.org/page/student-support-services>

Teacher Incentive Allotment:

- <https://www.mcallenisd.org/page/teacher-incentive-allotment>

Department of Technology:

- <https://www.mcallenisd.org/page/technology>

Transportation:

- <https://www.mcallenisd.org/page/transportation>

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: October 21, 2025

Attachment:

SUBMITTED BY: *Laura Williams*

SUPERVISOR: *Lorena Garcia*
Lorena Garcia (Oct 10, 2025 16:59:17 CDT)

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Oct 14, 2025 08:40:35 CDT)

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: October 21, 2025

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: October 21, 2025

SUBMITTED BY: *Laura Williams*

SUPERVISOR: *Lorena Garcia*
Lorena Garcia (Oct 10, 2025 16:59:54 CDT)

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Oct 14, 2025 08:40:11 CDT)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: October 21, 2025

Attachment:

SUBMITTED BY: *Laura Williams*

SUPERVISOR: *Lorena Garcia*
Lorena Garcia (Oct 10, 2025 10:03:23 CDT)

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Oct 14, 2025 09:16:25 CDT)

RECOMMENDED VENDORS
Request for Proposal No. 2024-1020

Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 20)


No.	Vendor Name	City	State	Recommendation
1	Cosenza & Associates, LLC	Dallas	TX	Qualified
2	HighScope Educational Research Foundation	Ypsilanti	MI	Qualified
3	Strengthening Families Program LLC	Salt Lake City	UT	Qualified
4	Thriving Students Collective, Inc	Lafayette	CA	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: October 21, 2025


Attachment:

SUBMITTED BY: Rocio Nava

SUPERVISOR: 
Rosalba de Hoyos (Oct 14, 2025 12:29:48 CDT)

SUPERVISOR: 
Jeanette Nino (Oct 14, 2025 12:49:07 CDT)

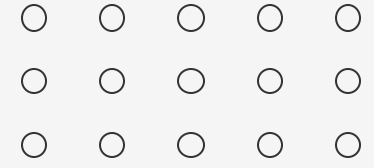
Approved for presentation to the Board of Education:


74 RENE GUTIERREZ (Oct 14, 2025 15:04:26 CDT)
Superintendent of Schools



Bilingual, ESL, and Foreign Languages Department

Board Report October 21, 2025



Our Mission

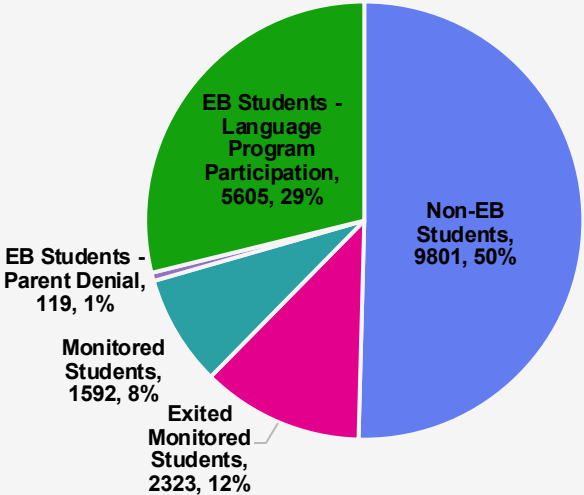


The McAllen ISD Bilingual and English as a Second Language (ESL) Department **supports** the district's mission and strategic plan in assuring **all emergent bilingual students** receive an **equitable educational opportunity** that **addresses their affective, linguistic, and cognitive** needs according to federal regulations and state policy.

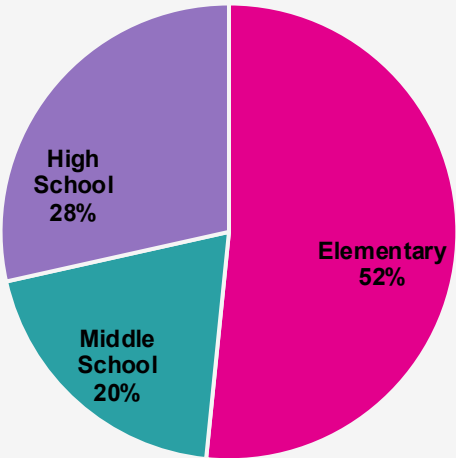
McAllen ISD **ensures** emergent bilinguals **participate** in academically challenging programs that **respect** and **build upon** the unique **cultural and linguistic attributes** they bring to the learning community.

Our Students

McAllen ISD Non-EB and EB Student Population Comparison

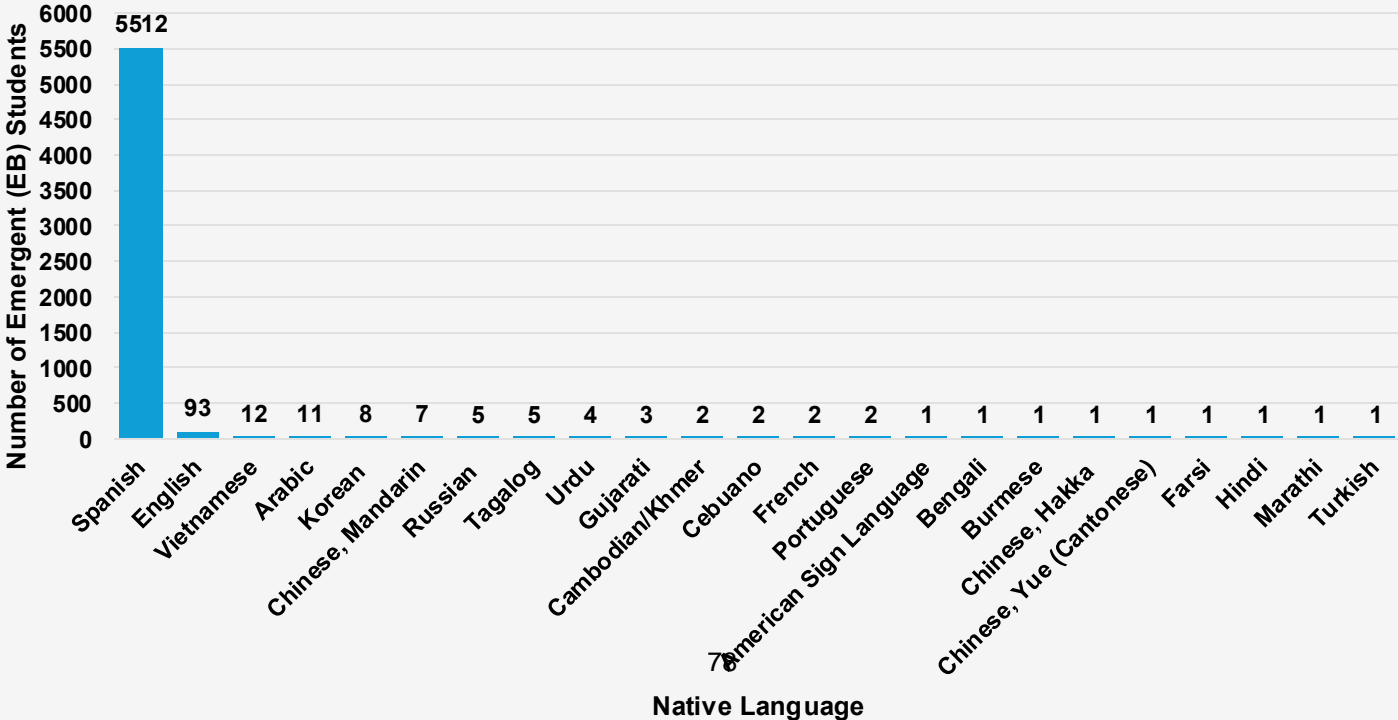


McAllen ISD Emergent Bilingual (EB) Population by Level



Our Students

25-26 McAllen ISD EB Population by Native Language



McAllen ISD Bilingual Education and English as a Second Language (ESL) Program Models

Bilingual Education (BE) Program Models

Dual Language One-Way & Two-Way Programs

Learning Centers &
HeadStart
Fields ES
Gonzalez ES
Jackson ES
McAuliffe ES
Milam ES
Perez ES
Sanchez ES
Fossum MS
AECHS

Bilingual Early Exit Program

Alvarez ES
Castañeda ES
Escandon ES
Garza ES
Hendricks ES
Houston ES
Jackson ES
McAuliffe ES
Milam ES
Rayburn ES
Sanchez ES
Seguin ES
Thigpen-Zavala ES
Wilson ES

79

ESL Program Models

ESL Content-Based Program

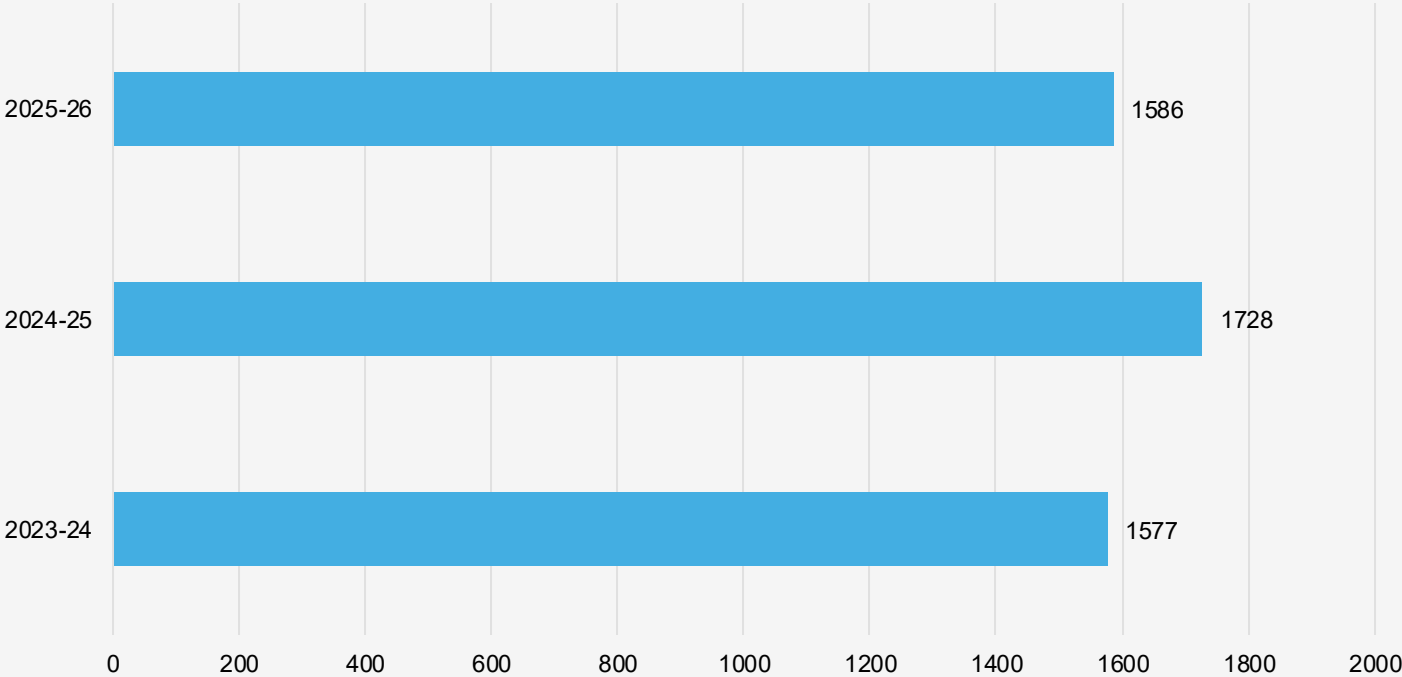
Elementary
Campuses
(as needed)

ESL Pull-Out Program

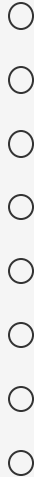
Secondary Campuses



McAllen ISD Dual Language Program Participation



■ Number of Students Participating in a Dual Language Program



Department Services

Foreign Languages

Students

- Exams for Acceleration (EFA)

Staff

- Professional learning
- Instructional resources
- Curriculum planning and support

Courses

- Spanish
- French
- American Sign Language

Emergent Bilingual and Newcomer Students

Students

- Instructional supplemental resources
- Technology tools
- Language development and enrichment camps
- Instructional support staff

Staff

- LPAC
- Professional learning
- Bilingual & ESL certification preparation
- Supplemental instructional materials, software, and technology
- Curriculum planning and implementation support
- Stipends
- On-site support and coaching

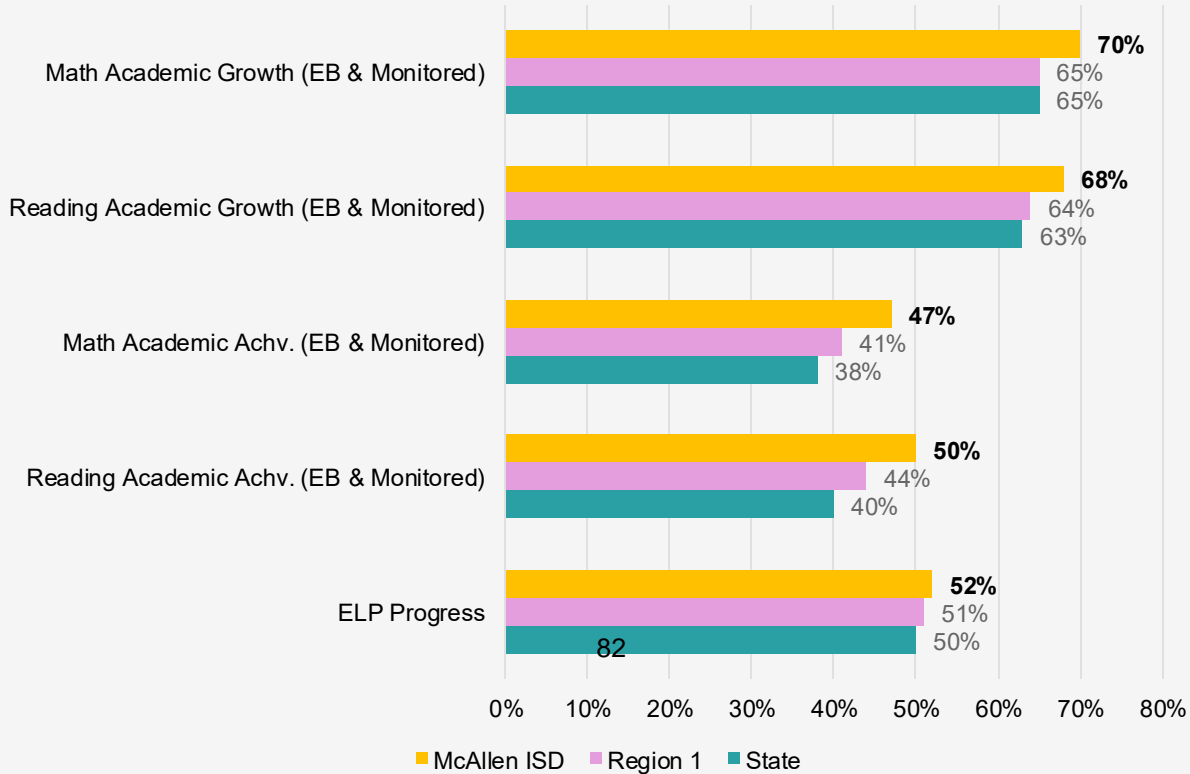
Parents and Families

- Resources to meet the academic, linguistic, and affective needs of students and families
- Community resources
- Newsletter
- Activities



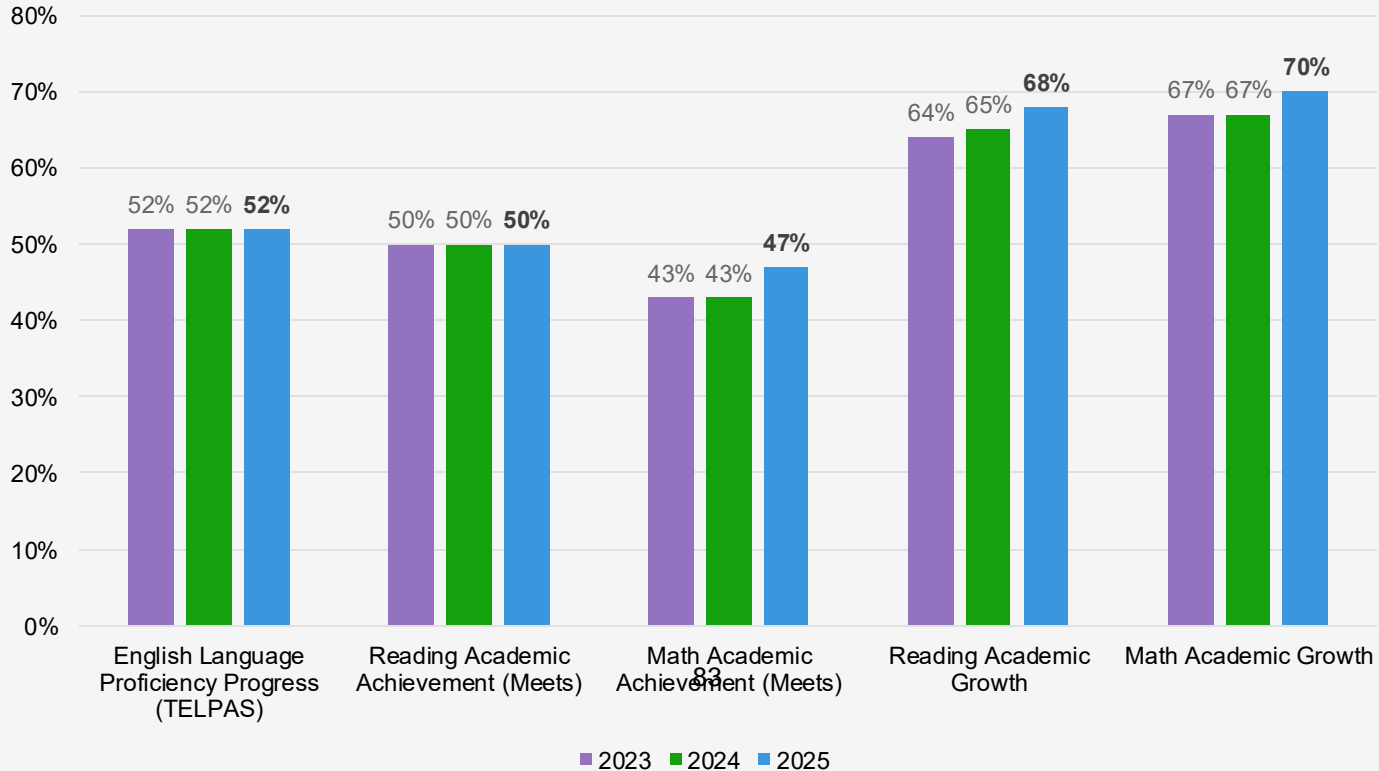
Academic and Linguistic Progress

2025 McAllen ISD Closing the Gaps Performance for EB and Monitored Students



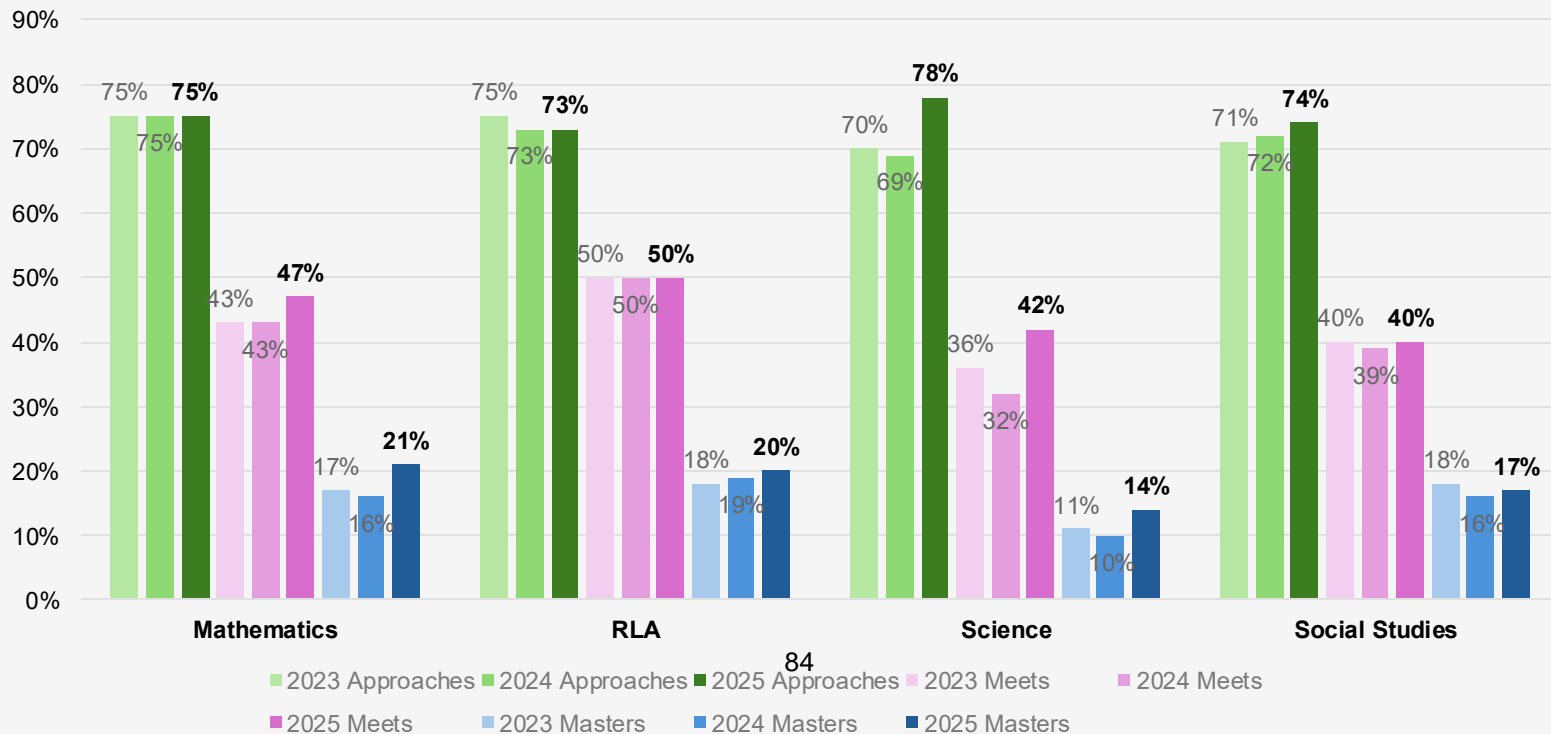
Academic and Linguistic Progress

McAllen ISD Closing the Gaps STAAR Performance for EB and Monitored Students (2023 - 2025)



Academic and Linguistic Progress

McAllen ISD STAAR Performance for EB & Monitored Students (2023 - 2025)



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Celebrations!

- ❖ 5th Grade Dual Language – Spanish High School Credit
 - 21 dual language students
- ❖ RICE Tapia Camp – dual language students transitioning to high school
- ❖ First cohort of dual language graduates
- ❖ UTRGV Regional Torneo de Ortografía
 - 1st, 2nd, & 4th place – Preparatoria (high school)
 - 2nd place– Secundaria (middle school)
 - 2nd place - Intermedio (elementary)
- ❖ RGV TABE Secondary Teacher of the Year
 - Brittany Carpenter
- ❖ SUMMITK12 State Educator of the Year Finalists
 - Deisy Treviño (4th Place for 2023-2024)
 - Diana Ballesteros (2024-2025)
- ❖ State Spanish Spelling Bee
 - 2nd place – Secundaria (middle school) and National Spanish Spelling Bee finalist
- ❖ Parent, Family, and Community Engagement
 - Science Extravaganza!
- ❖ Academic and linguistic performance of students
 - Performance in state assessments above the region and state
- ❖ Amazing colleagues!



Our Team



2025-2026 Bilingual, ESL, & Foreign Languages Department

Rocío Nava
Bilingual/ESL/Foreign Languages

Oralia Soza
EB Teacher Coach
Alvarez, Castañeda, Escandon, Garza, Hendricks, McAuliffe, Roosevelt, Sanchez & Seguin Elementary

Gabriela Pastor
EB Teacher Coach
Fields, Gonzalez, Houston, Jackson, Milam, Perez, Rayburn, Thigpen-Zavala & Wilson Elementary

Kelly Rodriguez
EB Teacher Coach
Middle Schools

Lisette Ramirez
Bilingual/ESL/FL Coach
High Schools & Foreign Language Teachers

Rebecca Reyes
Secretary

Claudia Rincon
Bookkeeper

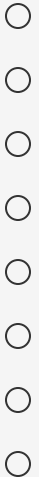
Tina Riojas
Assessment Clerk

WE ARE **ALL** IN!

Quality, Value, and Support



Thank you!
¡Gracias!
Cảm ơn bạn!



**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

October 21, 2025

MEETING DATE: _____

SUBJECT: Report Regarding Scholarships for Class of 2025 and Promote College Night for Class of 2026

REFERENCE: Goal 1: Students Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The college specialists worked closely with all seniors students who were part of Class of 2025 in the submission of college applications, completion of financial aid applications and completion of scholarship applications. McAllen ISD students were able to secure \$66,766,618.00 in scholarship offers.

This report will provide a total number of college application submissions, financial aid applications, and scholarships earned at each of our high schools.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The College Specialists continue to work closely with the Class of 2026 to ensure that we help students secure scholarships. One main event scheduled for November 3rd is College Night. College Night will be held at MCHi from 6-8:00 on November 3, 2025. All high school and middle school students will be invited to College Night, where students will have an opportunity to meet college/university recruiters and learn about admission requirements, deadlines, and other related college/university information.

LEGAL REVIEW: None required.

BUDGETARY CONSIDERATIONS: None.

RECOMMENDED BOARD ACTION:

This item is for information purposes only.


Attachment:

SUBMITTED BY:  Norma Cabrera (Oct 14, 2025 10:19:52 CDT)

SUPERVISOR:  Rosalba de Hoyos (Oct 14, 2025 11:56:59 CDT)

SUPERVISOR: _____

For further information contact:
Name: Norma Cabrera
Office: 956-618-6098
eMail: norma.cabrera@mcallenisd.net

Approved for presentation to the Board of Education:
 RENE GUTIERREZ (Oct 14, 2025 15:05:02 CDT)
88
Superintendent of Schools



College Admissions, Financial Aid, & Scholarship Report

Norma Cabrera, College Career Counseling Director

Submitted Financial Aid Applications

Reporting Criteria:

**Complete the FAFSA, TASFA, or, Opt-Out.*

Campus	Number of Students 23-24	FAFSA Apps	Number of Students 24-25	FAFSA Apps
McAllen High School	490	379 77% 111 Opt-Out 23%	456	397 87% 59 Opt-Out 13%
Memorial High School	458	334 73% 124 Opt-Out 27%	442	355 80% 87 Opt-Out 20%
Rowe High School	423	307 73% 116 Opt-Out 27%	437	280 64% 157 Opt-Out 36%
Lamar IB	68	66 97% 2 Opt-Out 3%	55	53 96% 2 Opt-Out 4%
Lamar Options	80	57 71% 23 Opt-Out 29%	52	44 85% 8 Opt-Out 15%
Achieve ECHS	85	83 98% 2 Opt-Out 2%	114	112 98% 2 Opt-Out 2%



Submitted College Applications

Apply Texas

Campus	Number of Students 23-24	College Apps	Number of Students 24-25	College Applications
McAllen High School	490	464 94% 18 <i>Military</i> 3%	487	430 88% 16 <i>Military</i> 3%
Memorial High School	458	436 95%	442	414 94%
Rowe High School	423	422 99%	443	427 96% 9 <i>Military</i> 2%
Lamar IB	68	68 100%	55	55 100%
Lamar Options	80	78 98% 2 <i>Military</i> 2%	52	51 99% 1 <i>Military</i> 1%
Achieve ECHS	85 ⁹¹	85 100% 2 <i>Military</i>	114	114 100% 4 <i>Military</i>



Scholarship Information

Business, Foundations, Parent School Organizations, Memorial, Community Organizations, University, and Military Scholarships

Campus	23-24 Scholarship	24-25 Scholarship	Difference
McAllen High School	\$12,858,988.00	\$19,822,743.00	Increase 54%
Memorial High School	\$12,234,248.00	\$13,284,130.00	Increase 9%
Rowe High School	\$7,941,989.00	\$12,087,858.00	Increase 52%
Lamar IB	\$13,104,505.00	\$14,099,917.00	Increase 8%
Lamar Options	\$13,250.00	\$11,000.00	
Achieve ECHS	\$3,141,546.00	\$7,460,970.00	Increase 137%
Total	\$49,294,326.00	\$66,766,618.00	Increase 35%

Number of Associate's Degrees

Industry Based Certifications

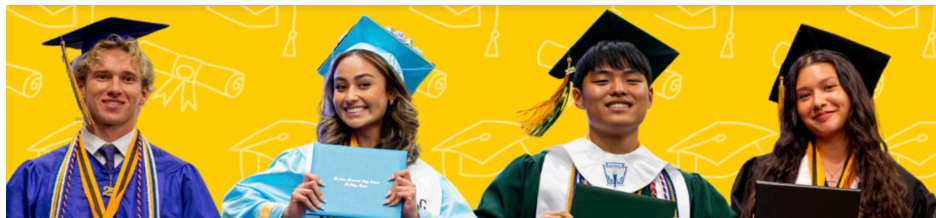
	Number Associate's degrees	Industry Based Certifications Class of 2025 <i>*Students may have more than one IBC.</i>	Scholarship Amount for Class of 2025
Achieve ECHS (# of students 114)	91	189	\$7,283,470.00
Lamar IB # McHi- 10 # Memorial- 27 # Rowe- 18 (# of Students 55)	0	110	\$14,099,917.00
McAllen High School (# of Students 456)	5	985	\$19,822,193.00
Memorial High School (# of Students 442)	4	811	\$13,284,130.00
Rowe High School (# of Students 437)	14	1166	\$12,087,858.00
TOTAL	114	3,261	\$66,577,568.00

**High School
End of Year
Scholarship
Amounts**

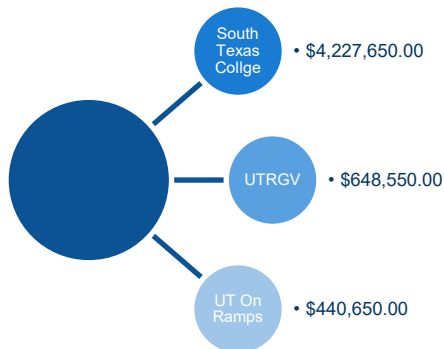


<p><i>2014-15</i> \$25,463,728.00 <i>End of Year Amount</i></p>	<p><i>2018-19</i> \$50,733,937.00 <i>End of Year Amount</i></p>	<p><i>2022-2023</i> \$55,592,503.00 <i>End of Year Amount</i></p>
<p><i>2015-16</i> \$36,643,313.00 <i>End of Year Amount</i></p>	<p><i>2019-20</i> \$54,025,316.00 <i>End of Year Amount</i></p>	<p><i>2023-2024</i> \$49,294,526 <i>End of Year Amount</i></p>
<p><i>2016-17</i> \$39,177,174.00 <i>End of Year Amount</i></p>	<p><i>2020-21</i> \$44,862,554.00 <i>End of Year Amount</i></p>	<p><i>2024-2025</i> \$66,766,618.00 <i>End of Year Amount</i></p>
<p><i>2017-18</i> \$39,610,433.00 <i>End of Year Amount</i></p>	<p><i>2021 – 2022</i> \$46,632,599.00 <i>End of Year Amount</i></p>	<p>Goal is to increase amounts every year!</p>

Dual Enrollment Credit Hours Earned During 2024-2025



Dual Enrollment at \$350.00 Per Credit Hour			
Program	South Texas College	UTRGV	UT-On Ramps
Credit Hours	12,079 Credit Hours	1,853 Credit Hours	1,259 Credit Hours
Parent Savings	\$4,227,650.00	\$648,550.00	\$440,650.00



Parent Savings
\$5,316,850.00
(Estimated amount)



**Support
Provided by
College
Admissions
Scholarship
Specialists**

9th & 10th Grade	11th Grader	12th Grader
College Awareness	Building College Resume and Essays	Complete College Application Completions
Financial Aid Awareness	Financial Aid Awareness	Financial Aid Submission All Student Presentations, Individual Support for those in need and students with mixed status.
College Exploration	College Research and Matching	Support for all students.
Post-secondary Preparation	Internship Opportunities/Summer Programs	Scholarship Applications Submission
College Readiness Exams	Campus Visits and Information Sessions	Decision Making Support/Transition Planning
GPA Rank/Academic Planning/Goal Setting	Standardized Testing Guidance	Final Transcript and Enrollment Assistance

Financial Aid Night

College Night

McALLEN ISD

WE ARE **ALL** IN!



FINANCIAL AID FAIR



When/Cuando: Wednesday/Miércoles, October 22, 2025
Time/Hora: 5:00 - 7:00 pm
Location/Ubicación: South Texas College, Pecan Campus Building G, Rooms 205, 212, & 214

**ATTENTION
ALL SENIORS!!**

**ATTENTION
ALL SENIORS!!**

What to Bring/Que Traer:

Social Security # (if applicable)
 Número de Seguro Social (si corresponde)
 2024 Federal Income Tax Return & W2
 (if filed)
 Declaración de impuestos federales 2024 y
 W2 (si se presenta)
 Email Address & cell phone #
 Dirección de correo electrónico y teléfono
 celular

**FOR MORE INFORMATION CONTACT:
PARA MAS INFORMACION LLAME:**

McAllen High School
 SELENA ALVARADO
 selena.chapa@mcallenisd.net
Memorial High School
 MARIA CARRILLO
 maria.carrillo2@mcallenisd.net
Rowe High School
 MARYIEL GARCIA
 maryiel.garcia@mcallenisd.net
Lamar Academy
 AIMEE NUNEZ
 aimee.nunez@mcallenisd.net
Achieve Early College H. S.
 SONYA CARRERA
 sonya.carrera@mcallenisd.net

On Site Meningitis Vaccine Clinic

- 18 & under, uninsured \$10
- Menores de 18 años, sin seguro \$10
- 19 & older, uninsured \$20
- Mayores de 19 años sin seguro \$20



COLLEGE NIGHT **McALLEN ISD**
2025

Join us for an exciting journey into your future at our upcoming College Fair!

**MONDAY,
NOVEMBER 3**

MCALLEN HIGH SCHOOL
 2021 LA VISTA AVE.
 MCALLEN, TX 78501
 6 - 8 PM

What to expect:

- Connect with admissions officers and faculty members. *Conéctese con admisiones y personal de las universidades.*
- Scholarship information available on site. *Información sobre becas disponible en el sitio.*
- Admissions & Financial Aid Presentations for parents. *Presentaciones de admisiones y ayuda financiera para padres.*
- Vaccinations: Meningitis Vaccine Clinic (\$5 or copay) Vacunas contra la Meningitis (\$5 o co-pago)

All 6th - 12th grade students are welcome!

For More Information Contact:
 Para Mas Información Contactar:
 College Admission and Scholarship Specialists

McAllen High School
 Selena Alvarado
 selena.chapa@mcallenisd.net
Memorial High School
 Maria Carrillo
 maria.carrillo2@mcallenisd.net
Rowe High School
 Maryiel Garcia
 maryiel.garcia@mcallenisd.net

Lamar Academy
 Aimee Nunez
 aimee.nunez@mcallenisd.net

Achieve Early College
 Sonya Carrera
 sonya.carrera@mcallenisd.net

Questions/Comments

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: October 21, 2025

Attachment:

SUBMITTED BY: *Alberto Canales*
Alberto Canales (Oct 11, 2025 13:27:04 CDT)

SUPERVISOR: *Lorena Garcia*
Lorena Garcia (Oct 14, 2025 08:11:30 CDT)

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Oct 14, 2025 08:34:09 CDT)

Resolution Establishing a Local School Library Advisory Council

WHEREAS, Senate Bill 13 from the 89th Legislative Session relates to a District's library materials and catalog, the establishment of a local school library advisory council (SLAC), and parental rights regarding public school library catalogs and access by the parent's child to library materials;

WHEREAS, Education Code 33.025 allows a District to establish a SLAC to assist the District in ensuring that local community values are reflected in each school library catalog in the District;

WHEREAS, a District that establishes a SLAC must consider the recommendations of the SLAC before adding library materials to a school library catalog, removing library materials from a school library catalog following a challenge to the library material, or making changes to policies or guidelines related to a school library catalog;

WHEREAS, the SLAC's duties include recommending:

1. Policies and procedures for the acquisition of library materials consistent with local community values;
2. To the Board of Trustees whether library materials proposed for acquisition under the law are appropriate for each grade level of the District or campus for which the library materials are proposed to be acquired;
3. If feasible, joint use agreements or strategies for collaboration between the District and local public libraries and community organizations;
4. The removal of any library materials that the SLAC determines to be harmful material or material containing indecent content or profane content that is inconsistent with local community values or age appropriateness;
5. The policies and procedures for processing challenges received;
6. The action to be taken by the District in response to a challenge;

WHEREAS, any recommendation made by the SLAC must adhere to the library standards approved under Education Code 33.021;

WHEREAS, the SLAC must consist of at least five members, with each member appointed by the Board of Trustees, and with each Trustee appointing an equal number of members;

WHEREAS, a majority of the voting members of the SLAC must be persons who are parents of students enrolled in the District and who are not employed by the District;

WHEREAS, one of those members of the SLAC shall serve as chair of the council;

WHEREAS, the Board of Trustees may also appoint one or more persons to serve as non-voting members of the SLAC from any of the following groups:

1. Classroom teachers employed by the District;
2. Librarians employed by the District;

3. School counselors certified under Subchapter B, Chapter 21, employed by the District;
4. School administrators employed by the District;
5. The business community;
6. The clergy;

WHEREAS, the SLAC shall meet at least two times each year and at other times as necessary to fulfill the council's duties;

WHEREAS, for each meeting, the SLAC shall:

1. Post at least 72 hours before the meeting:
2. Post notice of the date, hour, place, and subject of the meeting on a bulletin board in the central administrative office of each campus in the District;
3. Ensure that the notice required is posted on the District's website, if the District has a website;
4. Prepare and maintain minutes of the meeting that state the subject and content of each deliberation and each vote, order, decision, or other action taken by the SLAC during the meeting;
5. Make an audio or video recording of the meeting;
6. Not later than the 10th day after the date of the meeting, submit the minutes and audio or video recording of the meeting to the District;

WHEREAS, as soon as practicable after receipt of the minutes and audio or video recording discussed above, the District shall post the minutes and audio or video recording on the District's website, if the District has a website.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of _____ School District establishes a local school library advisory council.

FURTHER RESOLVED that the members of the SLAC are:

[identify the members of the SLAC]

Adopted this _____ (date) day of _____ (month), _____ (year), by the Board.

Board President's signature: _____

Board Secretary's signature: _____

PROPOSED POLICY

Note: For information related to the selection of instructional materials, see EFA.

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

School Library Advisory Council

The Board has established a school library advisory council (SLAC). At the first meeting of the SLAC, the members shall select a chair.

The SLAC shall meet at least two times each year but may hold additional meetings in order to consider recommendations from District staff and fulfill its statutory duties.

Collection Development Policy

In this policy, "library materials" is defined by law and may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library. [See EFB(LEGAL)]

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, online catalogs, library mobile applications used in the District, and any other library catalog a student may access.

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

The District shall ensure the members of the SLAC, librarians, professional library staff, and other designated professional staff are trained or receive information on the proper collection development standards.

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law, library standards, and the District's collection development purpose and goals.

Collection Development Goals

In addition to the requirements in state law and rules, the District's library collections shall:

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
3. Include accurate and authentic factual content from authoritative sources.
4. Have a high degree of potential user appeal and interest.
5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.
6. Represent diverse viewpoints and cultural groups of the state and their contributions to the state, the nation, and the world, to ensure the collection embodies the background of all students.

Recommendation
and Procurement of
Materials

Library materials shall be recommended and procured in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

Librarians and other professional staff shall assist the SLAC in developing the list of library material recommendations to be presented to the Board. The librarians and other professional staff shall ensure that the materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the development of recommendations of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District residents.
2. Consultation with District teachers and library staff.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

3. Consultation with library staff from other districts.
4. Extensive review of the library material.
5. Context of the library material, including overall fit within the existing collection and support of District curriculum.
6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.
7. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

The SLAC shall recommend to the Board a list of library materials for procurement.

The Board shall consider the SLAC's recommended list of library materials that have been donated or proposed by the SLAC for procurement. Each Board member may propose changes before the Board takes action on the list of donated or proposed library materials.

The Board shall either approve or reject the library materials that have been donated or proposed for procurement.

Donated and
Proposed
Procurement List

At least 30 days prior to the Board's vote to accept donated library materials or approve procurement of library materials, the Superintendent shall make accessible to the public the list of library materials in accordance with law.

Access Plan

The District shall allow efficient parental access to the District's library and any available online catalogs.

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

Parental
Involvement

Parents and guardians are the primary decision-makers regarding their child's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their child.

In accordance with state law and administrative procedures, parents or guardians may submit to the principal or a staff member designated by the principal a list of library materials that the parent's or guardian's child shall not be allowed to check out or access for use outside of the school library. The Superintendent shall develop procedures that permit a parent or guardian to submit the request in at least one of the methods permitted by law.

The parent or guardian may select alternative library materials for their child. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

*Access
Procedures*

School Library

A parent or guardian who wishes to access a school's library shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Library Catalog

A parent or guardian who wishes to access the catalog of library materials for any school in the District shall submit a written request to the school's principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

Protection from
Inappropriate
Material

In accordance with law and guidance from the Texas State Library and Archives Commission, library materials shall not include "harmful material"; any library material that is pervasively vulgar or educationally unsuitable; any library material containing indecent or profane content; any library material that refers a person to a web-

site, including by use of a link or QR code, containing content legally prohibited under law; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Challenge of Library Material

A District employee, a parent or guardian of a District student, or a District resident may challenge library material maintained in the District's library program.

The SLAC shall recommend to the Board for adoption the procedures for challenging library materials.

Guiding Principles

The following principles shall guide the review of a challenge of library material:

1. An individual may challenge library material used in the District's library program, despite the fact that the professional staff, SLAC, and the Board followed the proper procedure and adhered to the objectives and criteria for recommending and procuring library materials set out in this policy.
2. Access to challenged material shall be restricted during the challenge process.

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

Formal Challenge

The District shall make the Texas Education Agency form to challenge library material available on the District's website.

If a District employee, a parent or guardian of a District student, or a District resident wishes to challenge library material, they shall follow the procedures to complete and submit the challenge form.

In addition to copies of the completed form being provided to the members of the SLAC in accordance with law, copies shall also be provided to the Board, the Superintendent, the school librarian, and any other staff designated in administrative procedures.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

SLAC Recommendation	<p>The SLAC shall consider the challenge in accordance with Board-adopted procedures and in accordance with law and shall make a recommendation to the Board.</p> <p>Any meeting of the SLAC or a review committee, if any, must comply with the meeting requirements under Education Code 33.024(g) and (h), including required notices, meeting minutes, audio or video recordings, and submission of minutes and audio or video recordings of the meeting to the District.</p> <p>The Superintendent, the school librarian, the individual submitting the challenge, and any other appropriate staff shall receive a copy of the SLAC's recommendation.</p>
Appeal	<p>An individual who submitted a challenge may appeal the decision of the SLAC to the Board in accordance with the challenge procedures.</p> <p>When considering the appeal, the Board shall consider the factors in Education Code 33.027(f). The Board shall consider appeals in accordance with timelines set out in law.</p>
Frequency of Review	<p>After a library material has been challenged and the Board determines not to remove the library material from a school library catalog, it may not be challenged again before the second anniversary of the Board's final decision not to remove the material.</p>
Removal of Library Materials	<p>If a challenge to a library material results in the removal of the library material from the school library catalog, each teacher assigned as the classroom teacher at the grade level for which the library material was removed shall be notified and instructed to remove any copy of the library material from the teacher's classroom library, if applicable.</p>
Maintenance of Library Materials	<p>In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]</p>
Gifts and Donations	<p>The Board shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]</p>

Policy Review

This policy shall be reviewed at least every three years and revised as necessary.

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: October 21, 2025

Attachment:

SUBMITTED BY: *Alberto Canales*
Alberto Canales (Oct 10, 2025 16:18:11 CDT)

SUPERVISOR: *Lorena Garcia*
Lorena Garcia (Oct 10, 2025 17:02:00 CDT)

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Oct 14, 2025 08:38:14 CDT)

PROPOSED POLICY

Note: For information related to the selection of instructional materials, see EFA.

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

School Library Advisory Council

The Board has established a school library advisory council (SLAC). At the first meeting of the SLAC, the members shall select a chair.

The SLAC shall meet at least two times each year but may hold additional meetings in order to consider recommendations from District staff and fulfill its statutory duties.

Collection Development Policy

In this policy, "library materials" is defined by law and may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library. [See EFB(LEGAL)]

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, online catalogs, library mobile applications used in the District, and any other library catalog a student may access.

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

The District shall ensure the members of the SLAC, librarians, professional library staff, and other designated professional staff are trained or receive information on the proper collection development standards.

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law, library standards, and the District's collection development purpose and goals.

Collection Development Goals

In addition to the requirements in state law and rules, the District's library collections shall:

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

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(LOCAL)

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
3. Include accurate and authentic factual content from authoritative sources.
4. Have a high degree of potential user appeal and interest.
5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.
6. Represent diverse viewpoints and cultural groups of the state and their contributions to the state, the nation, and the world, to ensure the collection embodies the background of all students.

Recommendation
and Procurement of
Materials

Library materials shall be recommended and procured in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

Librarians and other professional staff shall assist the SLAC in developing the list of library material recommendations to be presented to the Board. The librarians and other professional staff shall ensure that the materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the development of recommendations of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District residents.
2. Consultation with District teachers and library staff.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

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3. Consultation with library staff from other districts.
4. Extensive review of the library material.
5. Context of the library material, including overall fit within the existing collection and support of District curriculum.
6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.
7. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

The SLAC shall recommend to the Board a list of library materials for procurement.

The Board shall consider the SLAC's recommended list of library materials that have been donated or proposed by the SLAC for procurement. Each Board member may propose changes before the Board takes action on the list of donated or proposed library materials.

The Board shall either approve or reject the library materials that have been donated or proposed for procurement.

Donated and
Proposed
Procurement List

At least 30 days prior to the Board's vote to accept donated library materials or approve procurement of library materials, the Superintendent shall make accessible to the public the list of library materials in accordance with law.

Access Plan

The District shall allow efficient parental access to the District's library and any available online catalogs.

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

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Parental
Involvement

Parents and guardians are the primary decision-makers regarding their child's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their child.

In accordance with state law and administrative procedures, parents or guardians may submit to the principal or a staff member designated by the principal a list of library materials that the parent's or guardian's child shall not be allowed to check out or access for use outside of the school library. The Superintendent shall develop procedures that permit a parent or guardian to submit the request in at least one of the methods permitted by law.

The parent or guardian may select alternative library materials for their child. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

*Access
Procedures*

School Library

A parent or guardian who wishes to access a school's library shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Library Catalog

A parent or guardian who wishes to access the catalog of library materials for any school in the District shall submit a written request to the school's principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

Protection from
Inappropriate
Material

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INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

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Policy Review

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**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: October 21, 2025

Attachment:

SUBMITTED BY: 
Jose Silva (Oct 20, 2025 08:58:39 CDT)

SUPERVISOR: *Alberto Canales*
Alberto Canales (Oct 10, 2025 10:23:46 CDT)

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Oct 14, 2025 09:15:24 CDT)

MCALLEN ISD POLICE CANINE TRANSFER AGREEMENT

This Agreement is entered into on the 21st day of October 2025, between McAllen Independent School District ("MISD or "the District") ("Transferee") and Amanda Humphreys ("Transferor"), to transfer ownership of Canine from Transferor to MISD.

RECITALS

Whereas. A Canine named Chuy, a male SheepaDoodle (Old English Sheepdog/Poodle Mix), was born on March 5, 2022.

Whereas. MISD is capable of humanely caring for the Canine as a handler for MISD and wishes to assume ownership and take possession of the Canine.

Whereas. Transferee wishes to transfer ownership and possession of the canine without charge to MISD.

PURPOSE OF AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms, promises and undertakings set forth herein, the signatory to this Agreement voluntarily agrees as follows:

Transferor agrees to:

- Transfer ownership of the Canine.

MISD agrees to:

- Accept and take the Canine from Transferor's possession.

A. Terms and Conditions of acceptance of Canine

1. MISD will take possession of the Canine on a date and time to be scheduled with the Transferor's Superintendent of Schools or designee.
2. MISD shall comply with all state and local laws applicable to keeping domestic animals.
3. MISD shall humanely care for the Canine, including, but not limited to, providing food, shelter, and regular and appropriate medical care.
4. MISD shall immediately notify Transferor if MISD is no longer able to humanely care for the Canine.

5. Possession of the Canine shall revert to Transferee upon notice that MISD is no longer able to humanely care for the Canine or upon a finding by the Transferee that the District is no longer able to humanely care for the Canine.

B. Disclaimer of Warranty "As Is, Where Is"

THE CANINE TO BE CONVEYED TO MISD IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES ARE EXPRESSLY DISCLAIMED.

Transferee represents and agrees that MISD 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 value, nature, quality or condition of the Canine, (B) the suitability of the Canine for any and all activities and uses which Transferee may conduct thereon, (C) the compliance with ordinances or regulations of any applicable governmental authority or body, (D) the merchantability, marketability, profitability or fitness for a particular purpose of the Canine, or (E) any other matter with respect to the Canine, and specifically, that Transferor has not made, does not make and specifically disclaims any representations regarding the safety, nature, or viability of the Canine for any and all purposes.

Transferor further represents and agrees that having been given the opportunity to inspect the Canine, Transferee is relying solely on its own investigation of the Canine and not on any information provided by MISD. Transferee further acknowledges and agrees that any information provided or to be provided with respect to the Canine was obtained from a variety of sources and that Transferor has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. will not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Canine, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person. Transferor further represents and agrees that to the maximum extent permitted by law, the Transfer of the Canine as provided for herein is made on an "as is" condition and basis with all faults.

Waiver of Consumer Rights. TRANSFEREE 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, TRANSFEREE VOLUNTARILY CONSENTS TO THIS WAIVER.

C. Miscellaneous Provisions

1. *Entire Agreement.* This Agreement, together with its exhibits, constitutes the entire agreement of the parties concerning the Transfer of the Canine by Transferor to Transferee. There are no oral representations, warranties, agreements, or promises pertaining to the Transfer of the Canine by Transferor to Transferee not incorporated in writing in this Agreement.
2. *Amendment.* This Agreement may be amended only by an instrument in writing signed by the parties.
3. *Prohibition of Assignment.* Transferee may not assign this Agreement or any of Transferee's rights under it without Transferor's prior written consent, and any attempted assignment is void. This Agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.
4. *Survival.* The obligations of this Agreement that cannot be performed before termination of this Agreement will survive termination of this Agreement, and the legal doctrine of merger will not apply to these matters.
5. *Choice of Law; Venue; Alternative Dispute Resolution.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. The venue for any action arising under this agreement shall be Hidalgo County, Texas.
6. *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.
7. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Agreement.
8. *Severability.* The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.
9. *Ambiguities Not to Be Construed against Party Who Drafted Agreement.* 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 Agreement.
10. *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.

TRANSFEEE:

MCALLEN INDEPENDENT SCHOOL DISTRICT

By: _____

Printed name and title: Mr. Aaron Rivera
McAllen ISD Board of Trustees, President

Date: _____


TRANSFERER:

By: _____

Printed name and title: _____

Date: _____

Approved as to form

By:  _____
Johnathan Ball, Staff Attorney

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: October 21, 2025

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: October 21, 2025

Attachment:

SUBMITTED BY: 
JOEL GARCIA (Oct 10, 2025 14:36:49 CDT)

SUPERVISOR: *Lorena Garcia*
Lorena Garcia (Oct 14, 2025 08:08:45 CDT)

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Oct 14, 2025 08:36:09 CDT)

Superintendent of Schools

Description	A	B	C		D	E	
	Original Budget	Revised Budget 08/31/2025	Budget Amendments Under Consideration		Revisions	Transfers	Revised Budget 09/30/2025
Unaudited Fund Balance	151,516,473	151,516,473					151,516,473
Revenues:							
Local:							
Property Taxes	68,519,390	68,519,390					68,519,390
Interest Income	5,060,000	5,060,000					5,060,000
Other Local Income	2,309,339	2,356,751					2,356,751
State:	162,342,929	162,342,929					162,342,929
Federal:	26,739,389	26,739,389	46,806				26,786,195
Other Sources:	0	8,395					8,395
Total Revenues	264,971,047	265,026,854	46,806	0	0	0	265,073,660
Expenditures:							
11 Instruction	138,697,011	138,963,439	245,208	100,423			139,309,070
12 Inst. Res. & Media Services	3,388,065	3,387,638					3,387,638
13 Curriculum Dev. & Inst. Staff Dev.	4,025,308	4,168,755	15,410	26,531			4,210,696
21 Inst. Leadership	2,882,352	3,292,295		(138,741)			3,153,554
23 School Leadership	14,430,235	14,524,822		(9,795)			14,515,027
31 Guid., Counseling & Eval. Ser.	11,873,258	11,728,560		78,897			11,807,457
32 Social Work Services	1,937,220	1,904,577					1,904,577
33 Health Services	3,015,984	3,016,309		3			3,016,312
34 Student (Pupil) Trans.	4,636,380	4,700,020					4,700,020
35 Food Services	24,301,030	24,301,030	46,806				24,347,836
36 Curricular/Extracurricular Act.	10,419,966	10,974,258	41,970	(65,642)			10,950,586
41 General Administration	7,892,182	7,989,058		(4,270)			7,984,788
51 Plant Maint. & Operations	21,305,420	22,155,376		(40,446)			22,114,930
52 Security and Monitoring Serv.	5,411,206	6,853,972		(26,352)			6,827,620
53 Data Processing Services	5,372,159	5,431,688	45,540	1,000			5,478,228
61 Community Services	92,015	92,595		1,400			93,995
71 Debt Service	4,485,637	5,102,005					5,102,005
81 Fac. Acquisition & Const.	5,000	3,425,411		76,992			3,502,403
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000	40,000					40,000
99 Other Intergovernmental Charges	1,354,947	1,354,947					1,354,947
Other Uses	0	0					0
Total Expenditures	265,565,375	273,406,755	394,934	0	0	0	273,801,689
Preliminary Ending Fund Balance	150,922,145	143,136,572	(348,128)	0	0	0	142,788,444

**GENERAL FUND
REVISIONS**

SEPTEMBER 2025 BUDGET AMENDMENT

REVENUES

Federal		
Increase to Fund 103 – To Recognize a Grant Award from the Texas Department of Agriculture for the Fresh Fruit and Vegetable Program at Jackson and McAuliffe Elementary	46,806	
		\$ 46,806
	<i>Total Revenues</i>	\$ 46,806

EXPENDITURES

Function 11		
Transfer From Fund Balance – To Purchase Instructional Software Previously Funded by State Comp to Meet Supplement Not Supplant Requirements (Fund 193)	245,208	
		\$ 245,208
Function 13		
Transfer from Fund Balance – To Purchase Region One Workshops on Student Dropout Prevention and Recovery Services (Fund 199)	15,410	
		\$ 15,410
Function 35		
Increase to Fund 103 – To Fund the Purchase and Distribution of Fruits and Vegetables for the Fresh Fruit and Vegetable Program at Jackson and McAuliffe Elementary	46,806	
		\$ 46,806
Function 36		
Transfer From Fund Balance – To Purchase Marching Band Uniforms, Supplies, and Equipment (Fund 184)	41,970	
		\$ 41,970
Function 53		
Transfer from Fund Balance – To Purchase Thrillshare Rooms, a Two-Way Parent-Teacher Communication Platform (Fund 199)	45,540	
		\$ 45,540
	<i>Total Expenditures</i>	\$ 394,934
	<i>Grand Total</i>	\$ (348,128)

Note:
Fund 103 = Food Service Fresh Fruit and Vegetable Program
Fund 184 = Fine Arts
Fund 193 = State Compensatory Education
Fund 199 = General Fund

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: October 21, 2025

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McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: October 21, 2025

Attachment:

SUBMITTED BY: Andres Silva **SUPERVISOR:** Alberto Canales
Alberto Canales (Oct 14, 2025 13:44:34 CDT)

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Oct 14, 2025 15:04:04 CDT)

Superintendent of Schools

RFP No. 2026-1006 Fully Insured Dental Plan			Ameritas	Blue Cross/ Blue Shield	Continental American (Aflac)	Delta Dental	Humana	MetLife	The Standard
Criteria	Max. Pts. 100								
	Ranking		5	3	7	1	4	2	6
Total Points	100		85.86	88.76	78.89	95.57	88.52	90.00	82.82
Price	50		47.86	47.92	47.91	49.62	46.72	50.00	45.94
Base Plan	Current Cost	Enrollment							
Employee Only	\$15.34	1276	\$16.60	\$16.57	\$16.57	\$16.00	\$16.99	\$15.88	\$17.29
Employee + Family	\$51.12	561	\$55.28	\$55.21	\$55.21	\$53.32	\$56.63	\$52.91	\$57.58
Total Annual Cost	1837		\$626,324.16	\$625,393.56	\$625,393.56	\$603,942.24	\$641,384.04	\$599,344.68	\$652,373.04
<i>Max pts (30 pts): Percent of lowest count</i>									
Buy-Up Plan	Current Cost	Enrollment							
Employee Only	\$24.31	796	\$26.28	\$26.25	\$26.26	\$25.36	\$26.93	\$25.16	\$27.38
Employee + Family	\$81.06	288	\$87.60	\$87.54	\$87.55	\$84.55	\$89.80	\$83.90	\$91.31
Total Annual Cost	1084		\$553,772.16	\$553,278.24	\$553,408.32	\$534,443.52	\$567,584.16	\$530,286.72	\$577,101.12
<i>Max pts (20 pts): Percent of lowest count</i>									
Reputation of the vendor and of the vendor's goods or services;	10		8	7	9	10	7	6	7
Accounts/References (5) Min 3 K-12 education clients with up to 2 of 5 Non K-12 of similar size-3000 +EE) (66)	5		3	2	4	5	2	1	2
			Edinburg CISD (4579) Conroe ISD (3876) Harlingen CISD (1751) Guilford County Schools (5032) San Angelo ISD (1065)	PSJA ISD (5010) La Joya ISD (2674) Los Fresnos CISD (930) Lubbock ISD (2174) TAC (17752)	Houston ISD (45000) Katy ISD (13125) Aldine ISD (9000) Sharyland ISD (1354) Laredo ISD (3500)	United ISD (4200) Plano ISD (3897) North East ISD (5850) Sarasota County Schools (6500) Miami-Dade County Gov (31970)	Pearland ISD (1500) Del Valle ISD (1400) Corpus Christi ISD (2900) Fort Worth ISD (9860) Columbia County SD (1500)	Weslaco ISD (2500) Mission CISD (2000) San Benito ISD (2000) Abilene ISD (3000) McCombs Enterprise (2000)	Mesquite ISD (3446) Pflugerville ISD (2293) City of Savannah (2646) South State Bank (4186) Ephraim McDowell Health (1312)
<i>Max pts (5 pts): 1 pt per reference, no references = 0 pts</i>									
Year Founded (56)	5		5	5	5	5	5	5	5
<i>Max pts (5 pts): 25+ = 5 pts, 24 to 10 = 3.5 pts, 9 to 0 = 2 pt</i>									
The quality of the vendor's goods or services	5		3	5	5	3	3	5	5
AM Best Rating (55)	5		3	5	5	3	3	5	5
<i>Max pts (5 pts): A+ = 5pts, A- to A = 3 pts, B+ below = 0 pts</i>									
The extent to which the goods or services meet District's needs	22		22	22	5	21	20	22	20
Provider Disruption Report (201 providers)	7		7.00	6.84	4.98	5.95	6.81	7.00	6.88
<i>Max pts (7 pts): Percent of highest count</i>									
Does proposal mirror current benefits for both plans?	7		7	7	0	7	5	7	5
<i>Max pts (7 pts): Match = 5 pts, No = 0 pts, No (enhanced benefits) = 7 pts</i>									
Mexico claims eligible for benefits/reimbursement? (111)	4		4	4	0	4	4	4	4
<i>Max pts (4 pts): Yes = 4 pts, No = 0 pts</i>									
Does your proposed include a deductible carryover provision? (102)	4		4	4	0	4	4	4	4
<i>Max pts (4 pts): Yes = 4 pts, No = 0 pts</i>									
Past Relationship with District	2		0	2	2	2	2	2	0
<i>Max pts (2 pts): Yes = 2 pts, No = 0 pts</i>									
HUB	0		0	0	0	0	0	0	0
<i>HUB Yes=1 pt, No=0 pts</i>									
Total long-term cost to the district to acquire the vendor's goods or services;	10		5	5	10	10	10	5	5
<i>Offered a (3) three year fixed rate guarantee Max pts (10 pts): 1 year = 0 pts, 2 Year = 5 pts, - 3 Year = 10 pts</i>									
			2 year - Year 3 @ 9.5% Increase	2 year - Year 3 @ 6% Increase	3 year	3 year	3 year	2 year - Year 3 @ 8% Increase	2 year
Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state	1		0	0	0	0	0	0	0
<i>TX or 500+ employees Yes=1 pt No=0 pts</i>									
Any other relevant factor specifically listed in the request for bids or proposals.	0		0	0	0	0	0	0	0
			Lincoln, NE	Lombard, IL	Columbus, GA	Alpharetta, GA	De Pere, WI	New York, NY	Portland, OR

McAllen Independent School District

Summary of Comparative Cost
RFP # 2026-1006 Fully Funded Dental
Best and Final
Review Date: October 13, 2025

	Expiring	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7
General	Humana	Humana	Ameritas	Blue Cross/Blue Shield	Continental American	Delta Dental	MetLife	The Standard
Insurance Company	San Antonio, TX	San Antonio, TX	Lincoln, NE	Lombard, IL	Columbus, GA	Alpharetta, GA	New York, NY	Portland OR
Claim Payment Office Agent								
Annual Cost		3 Year Rate	2 Year Rate, 9.5% Cap for 3rd year	2 Year Rate, 6% Cap for 3rd year	3 Year Rate	3 Year Rate	2 Year Rate, 8% Cap for 3rd year	2 Year Rate
Itemized Costs	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
Employee Only	\$15.34	\$16.99	\$16.60	\$16.57	\$16.57	\$16.00	\$15.88	\$17.29
Employee + Spouse								
Employee + Children								
Employee + Family	\$51.12	\$56.63	\$55.28	\$55.21	\$55.21	\$53.32	\$52.91	\$57.58
Calendar Year Deductible								
Enrollee	\$75/Calendar Year Type 2,3	\$75/Calendar Year Type 2,3	\$75/Lifetime Type 2,3	\$75/Calendar Year Type 2,3	\$75/Calendar Year Type 2,3	\$75/Calendar Year Type 2,3	\$75/Calendar Year Type 2,3	\$75/Calendar Year Type 2,3
Family	\$225	\$225	No Family Maximum	\$225	\$225	\$225	\$225	\$225
Calendar Year Maximum	\$1,000/Calendar Year	\$1,000/Calendar Year	\$1,000/Calendar Year	\$1,000/Calendar Year	\$1,000/Calendar Year	\$1,000/Calendar Year	\$1,250/Calendar Year	\$1,000/Calendar Year
Type 1 = Preventative Services	80%	80%	80%	80%	80%	80%	80%	80%
Type 2 = General Services (Restorative)	80%	80%	80%	80%	80%	80%	80%	80%
Type 3 = Major Services	50%	50%	50%	50%	50%	50%	50%	50%
Orthodontia	50%	50%	50%	50%	50%	50%	50%	50%
	\$1,000 Lifetime Max	\$1,000 Lifetime Max	\$1,000 Lifetime Max	\$1,000 Lifetime Max	\$1,000 Lifetime Max	\$1,000 Lifetime Max	\$1,000 Lifetime Max	\$1,000 Lifetime Max
Comments	Mexico Claims Eligible Ortho to age 26 Deductible Carryover	Mexico Claims Eligible Ortho to age 26 Deductible Carryover	Mexico Claims Eligible Ortho to age 26 Deductible Carryover	Mexico Claims Eligible Ortho to age 19 Deductible Carryover \$45,000 implementation credit	Mexico Claims Eligible (\$100 cap) Ortho to age 26 No Deductible Carryover	Mexico Claims Eligible Ortho to age 26 Deductible Carryover \$8,000 reimbursement credit	Mexico Claims Eligible Ortho to age 26 No Deductible Carryover Year 1 \$30,000 & \$30,000 (one-time) Year 2 \$30,000 Year 3 \$30,000	Mexico Claims Eligible Ortho to age 26 Deductible Carryover

McAllen Independent School District

Summary of Comparative Cost
RFP # 2026-1006 Fully Funded Dental
Best and Final
Review Date: October 13, 2025

General		Current	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7
Insurance Company		Humana	Humana	Ameritas	Blue Cross/Blue Shield	Continental American	Delta Dental	MetLife	The Standard
Claim Payment Office		San Antonio, TX	San Antonio, TX	Lincoln, NE	Lombard, IL	Columbus, GA	Alpharetta, GA	New York, NY	Portland OR
Agent									
Annual Cost			<i>3 Year Rate</i>	<i>2 Year Rate, 9.5% Cap for 3rd year</i>	<i>2 Year Rate, 6% Cap for 3rd year</i>	<i>3 Year Rate</i>	<i>3 Year Rate</i>	<i>2 Year Rate, 8% Cap for 3rd year</i>	<i>2 Year Rate</i>
Itemized Costs		<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Employee Only		\$24.31	\$26.93	\$26.28	\$27.01	\$26.26	\$25.36	\$25.16	\$27.38
Employee + Spouse									
Employee + Children									
Employee + Family		\$81.06	\$89.80	\$87.60	\$90.06	\$87.55	\$84.55	\$83.90	\$91.31
Calendar Year Deductible									
Enrollee		\$50/Calendar Year Type 2,3	\$50/Calendar Year Type 2,3	\$50/Lifetime Type 2,3	\$50/Calendar Year Type 2,3	\$50/Calendar Year Type 2,3	\$50/Calendar Year Type 2,3	\$50/Calendar Year Type 2,3	\$50/Calendar Year Type 2,3
Family		\$150	\$150	No Family Maximum	\$150	\$150	\$150	\$150	\$150
Calendar Year Maximum		\$1,500/Calendar Year	\$1,500/Calendar Year	\$1,500/Calendar Year	\$1,500/Calendar Year	\$1,500/Calendar Year	\$1,500/Calendar Year	\$1,750/Calendar Year	\$1,500/Calendar Year
Type 1 = Preventative Services		100%	100%	100%	100%	100%	100%	100%	100%
Type 2 = General Services (Restorative)		80%	80%	80%	80%	80%	80%	80%	80%
Type 3 = Major Services		50%	50%	50%	50%	50%	50%	50%	50%
Orthodontia		50%	50%	50%	50%	50%	50%	50%	50%
		\$1,500 Lifetime Max	\$1,500 Lifetime Max	\$1,500 Lifetime Max	\$1,500 Lifetime Max	\$1,500 Lifetime Max	\$1,500 Lifetime Max	\$1,500 Lifetime Max	\$1,500 Lifetime Max
Comments		Mexico Claims Eligible Adults covered for Ortho Deductible Carryover	Mexico Claims Eligible Ortho to age 26 Deductible Carryover	Mexico Claims Eligible Ortho to age 26 Deductible Carryover	Mexico Claims Eligible Ortho to age 26 Deductible Carryover \$45,000 implementation credit	Mexico Claims Eligible (\$100 cap) Ortho to age 26 No Deductible Carryover	Mexico Claims Eligible Ortho to age 26 Deductible Carryover \$8,000 reimbursement credit	Mexico Claims Eligible Ortho to age 26 No Deductible Carryover Year 1 \$30,000 & \$30,000 (one-time) Year 2 \$30,000 Year 3 \$30,000	Mexico Claims Eligible Ortho to age 26 Deductible Carryover

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: October 21, 2025

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

REFERENCE:

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

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

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

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

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: None

RECOMMENDED BOARD ACTION:

That the Board approve the minutes of the following meeting(s):
Regular Board Meeting October 7, 2025

Attachment:

Natalia Goza

SUBMITTED BY:

For further information contact:

Name: Natalia Goza

Office: 956 618-6094

Ann D. Kinn

SUPERVISOR:

Approved for presentation to the Board of Education:

Rene Gutierrez

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RENE GUTIERREZ (Oct 14, 2025 15:03:26 CDT)

Superintendent of Schools



Regular Meeting

Tuesday, October 7, 2025 5:30 PM

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

Attendance Taken at 5:03 PM.

Aaron Rivera, President:	Present
Lucia Regalado, Vice-President:	Present
Lizzie Kittleman, Secretary:	Present
Robert Carreon, Member:	Present
Erica de la Garza-Lopez, Member:	Present
Roberto Haddad, Member:	Present
Sofia Peña, Member:	Present

1. CALL MEETING TO ORDER

The meeting was called to order at 5:30 pm

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT(S)

5. CONSENT AGENDA ITEMS

Motion to approve Consent agenda items as listed 5A). This motion, made by Trustee Erica de la Garza-Lopez and seconded by Trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

A) Discussion and Possible Action on Request for Proposal No. 2024-1022 Career and Technology Education Instructional Supplies, Materials, Equipment and Related Services (Round 14)

Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership
Dr. René Gutiérrez, Superintendent

6. INSTRUCTIONAL SERVICES/ INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, BUSINESS AND OPERATIONS, AND BOARD OF TRUSTEES ITEMS

A) Instructional Services/ Instructional Leadership Item(s) (Dr. Rosalba De Hoyos and/or Jeanette Nino)

1. Recognition of Texas Governor, Greg Abbott's Proclamation Regarding Principals' Month (October 2025)

Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership
Dr. René Gutiérrez, Superintendent

[For information purposes only.](#)

[Motion to reorganize the agenda to place item 6B\)1 at this point of the agenda.](#)

[This motion made by Trustee Erica de la Garza and seconded by Trustee Elizabeth Kittleman.](#)

2. Report Regarding Special Education Services, Regional Day School Program for the Deaf (RDSPD) and STRIDES 18+ Programs

Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership
Dr. René Gutiérrez, Superintendent

[For information purposes only.](#)

3. Discussion and Consideration of the Proposed Titles for Purchase by Elementary and Middle School Librarians

Item Submitted: Dr. Rosalba DeHoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership
Dr. René Gutiérrez, Superintendent

[Motion to approve the list of proposed titles for purchase by Elementary and Middle School Librarians. This motion, made by Trustee Lizzie Kittleman and seconded by Trustee Lucia Regalado, Passed.](#)

[Robert Carreon: Yea](#)

[Erica de la Garza-Lopez: Yea](#)

[Roberto Haddad: Yea](#)

[Lizzie Kittleman: Yea](#)

[Sofía Peña: Yea](#)

[Lucia Regalado: Yea](#)

[Aaron Rivera: Yea](#)

[Yea: 7, Nay: 0](#)

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

1. Recognition of Texas Governor, Greg Abbott's Proclamation Regarding Texas Education Human Resources Day

Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent

For information purposes only.

2. Discussion and Possible Action of Stipend for District Emergency Manager
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Dr. René Gutiérrez, Superintendent

Motion to approve the stipend of \$10,000 for Johnathan Ball, Staff Attorney –
Emergency Manager Duties (Interim Emergency Manager Officer). This motion,
made by Trustee Robert Carreon and seconded by Trustee Lucia Regalado,
Passed.

Robert Carreon: Yea

Erica de la Garza-Lopez: Yea

Roberto Haddad: Yea

Lizzie Kittleman: Yea

Sofía Peña: Yea

Lucia Regalado: Yea

Aaron Rivera: Yea

Yea: 7, Nay: 0

Motion to approve the stipend of \$10,000 for John Montemayor, Police Captain
emergency Manager Duties to include training Interim Manager Officer. This
motion, made by Erica de la Garza-Lopez and seconded by Lucia Regalado,
Passed.

Robert Carreon: Yea

Erica de la Garza-Lopez: Yea

Roberto Haddad: Yea

Lizzie Kittleman: Yea

Sofía Peña: Yea

Lucia Regalado: Yea

Aaron Rivera: Yea

Yea: 7, Nay: 0

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

1. Discussion and Possible Action on Approval of Request for Qualifications No.
2026-1017 Pre-Bond Planning Services

Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Dr. René Gutiérrez, Superintendent

Motion to approve the ranking for selection of an Architect for Request for
Qualifications No. 2026-1017 Pre-Bond Planning Services. This motion, made by
Trustee Erica de la Garza-Lopez and seconded by Trustee Lizzie Kittleman,
Passed.

Robert Carreon: Yea

Erica de la Garza-Lopez: Yea

Roberto Haddad: Yea

Lizzie Kittleman: Yea

Sofía Peña: Yea

Lucia Regalado: Yea

Aaron Rivera: Yea

Yea: 7, Nay: 0

Motion to approve that Administration begins the negotiations with the highest-ranked firm. If the District is unable to negotiate a satisfactory contract with the selected Firm, the District shall, formally and in writing, end negotiations with that Firm; and proceed to the next Firm in the order of the selection ranking until a contract is reached or all statements are rejected. This motion, made by Trustee Lizzie Kittleman and seconded by Trustee Robert Carreon, Passed.

Robert Carreon: Yea

Erica de la Garza-Lopez: Yea

Roberto Haddad: Yea

Lizzie Kittleman: Yea

Sofía Peña: Yea

Lucia Regalado: Yea

Aaron Rivera: Yea

Yea: 7, Nay: 0

Motion to authorize the Superintendent to execute a contract. This motion, made by Trustee Aaron Rivera and seconded by Trustee Lizzie Kittleman, Passed.

Robert Carreon: Yea

Erica de la Garza-Lopez: Yea

Roberto Haddad: Yea

Lizzie Kittleman: Yea

Sofía Peña: Yea

Lucia Regalado: Yea

Aaron Rivera: Yea

Yea: 7, Nay: 0

D) Board of Trustees Item(s)

1. Approval of Board of Education Meeting Minutes

- Board Workshop September 10, 2025
- School Safety and Security Committee Meeting September 23, 2025
- Regular Board Meeting September 23, 2025

Motion to approve Board of Education meeting minutes as listed. This motion, made by Trustee Roberto Haddad and seconded by Trustee Erica de la Garza-Lopez, Passed.

Robert Carreon: Yea

Erica de la Garza-Lopez: Yea

Roberto Haddad: Yea

Lizzie Kittleman: Yea

Sofía Peña: Yea
Lucia Regalado: Yea
Aaron Rivera: Yea
Yea: 7, Nay: 0

7. 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 6:09 pm

- A) Human Resources Recommendation(s) for School Year 2025-2026
- B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2025-2026
- C) Discussion Regarding School Safety and Security
- D) Pending and/or Potential Litigation
- E) Possible Real Estate Acquisition

8. RECONVENE IN OPEN SESSION

Attendance Update Taken at 6:49 pm

Lucia Regalado: Absent

The meeting reconvened at 6:49 pm

9. ACTION ON ITEM(S) IN CLOSED SESSION

- A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2025-2026

Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent

Motion to approve Human Resources Recommendation(s) for School Year 2025-2026. This motion, made by Trustee Sofía Peña and seconded by Trustee Robert Carreon, Passed.

Robert Carreon: Yea
Erica de la Garza-Lopez: Yea
Roberto Haddad: Yea
Lizzie Kittleman: Yea
Sofía Peña: Yea
Lucia Regalado: Absent
Aaron Rivera: Yea

Yea: 6, Nay: 0, Absent: 1

- B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2025-2026

Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent

For information purposes only.

- C) Discussion Regarding School Safety and Security
- D) Pending and/or Potential Litigation

E) Possible Real Estate Acquisition

10. **SCHEDULED MEETINGS** Location: Dr. Ricardo Chapa Board
Room/Administration Building

- Regular Board Meeting October 21, 2025 5:30 PM
- Regular Board Meeting November 11, 2025 5:30 PM

11. **ADJOURNMENT**

Motion to adjourn at 6:50 PM. This motion, made by Trustee Sofia Peña and seconded by Trustee Lizzie Kittleman, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Absent
Aaron Rivera:	Yea
Yea: 6, Nay: 0, Absent: 1	

Board President

Board Secretary

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: October 21, 2025

Attachment:

SUBMITTED BY: *Alberto Canales*
Alberto Canales (Oct 10, 2025 15:57:28 CDT)

SUPERVISOR: *Lorena Garcia*
Lorena Garcia (Oct 10, 2025 17:02:30 CDT)

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Oct 14, 2025 08:37:48 CDT)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: October 21, 2025

Attachment:

SUBMITTED BY: *Alberto Canales*
Alberto Canales (Oct 10, 2025 15:54:56 CDT)

SUPERVISOR: *Lorena Garcia*
Lorena Garcia (Oct 10, 2025 17:02:49 CDT)

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Oct 14, 2025 08:37:28 CDT)