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 20, 2026, 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. **PUBLIC HEARING** for the School Financial Integrity Rating System of Texas (School FIRST) **5**
   Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent
6. **CONSENT AGENDA ITEMS**

   A) Discussion and Possible Action on Amendment to Agreement No. 2026-172 Child Care Local Match Contribution with Texas Workforce Commission 21
   Item Submitted: Christian Quintanilla, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

   Presenter: Dr. René Gutiérrez, Superintendent

   B) Discussion and Possible Action on Agreement No. 2027-151 Child Local Match Contribution with Texas Workforce Commission 41
   Item Submitted: Christian Quintanilla, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

Presenter: Dr. René Gutiérrez, Superintendent

C) Discussion and Possible Action on the Participation of MISD Students in the Rio Grande Valley Ballet Company "The Nutcracker" 55
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

D) Discussion and Possible Action on Memorandum of Understanding No. 2027-153 Afterschool Enrichment Programs with Boys & Girls Club of McAllen 56
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

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

A) **Instructional Services/ Instructional Leadership Item(s)** (Christian Quintanilla and/or Jeanette Nino)

1. Report Regarding Elementary and Secondary 2026-2027 First Six Weeks Follow Up to Board Request 60
Item Submitted: Christian Quintanilla, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

Presenter: Dr. René Gutiérrez, Superintendent

2. Report Regarding the Bilingual & English as a Second Language (ESL) Programs 160
Item Submitted: Christian Quintanilla, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

Presenter: Dr. René Gutiérrez, Superintendent

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

1. Report Regarding the Health Fund Update 171
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

2. Report Regarding Teacher Incentive Allotment Update 184
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

3. Report Regarding the McAllen Independent School District Strategic Planning Final Review by MoakCasey, LLC 185
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

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

1. Report Regarding Unaudited Fund Balance 190
   Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

2. Report Regarding Child Nutrition Program Strategic Plan Update and Financial Outlook 211
   Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

3. Report Regarding the Extension of Agreement No. 2026-237 City of McAllen Community Development Block Grant Funding for Community Parking Lot at Dorothea Brown Middle School 221
   Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

4. Discussion and Possible Action on the McAllen Independent School District September Budget Amendment for Fiscal Year Beginning July 1, 2026 and Ending June 30, 2027 242
   Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

5. Discussion and Possible Action on Ratification of Memorandum of Agreement No. 2027-127 Texas Student Data System ("TSDS") Public Education Information Management System ("PEIMS") Cooperative with Region One Education Service Center 251
   Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

6. Discussion and Possible Action on Request for Qualifications No. 2027-1016 Collection of Delinquent Taxes 258
   Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

7. Discussion and Possible Action on Approval of Contract No. 2027-159 Bond Project Management Services with Brownstone Consultants LLC through Request for Qualifications No. 2027-1014 260
   Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

D) **Board of Trustees Item(s)**

1. Discussion and Possible Action on Approval of Board of Education Meeting Minutes 303
   of Regular Board Meeting - October 6, 2026

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

A) Discussion of Human Resources Recommendation(s) for School Year 2026-2027

B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2026-2027

C) Discussion Regarding School Safety and Security

D) Pending and/or Potential Litigation

E) Possible Real Estate Acquisition

9. **RECONVENE IN OPEN SESSION**

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

A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2026-2027 313
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 2026-2027 314
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

C) Discussion Regarding School Safety and Security

D) Pending and/or Potential Litigation

E) Possible Real Estate Acquisition

11. **SCHEDULED MEETINGS**
Regular Board Meeting - November 10, 2026 - 5:30 pm - Administration Building/Dr. Ricardo Chapa Board Room
Regular Board Meeting - December 8, 2026 - 5:30 pm - Administration Building/Dr. Ricardo Chapa Board Room
Board Workshop (Student Recognition) - December 15, 2026 - 5:30 pm - McAllen High School Auditorium

12. **ADJOURNMENT**

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

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

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Action on October 14, 2026 by 5:00 p.m.
Norma Ramirez, on behalf of Board of Trustees.



Public Hearing for the School Financial Integrity Rating System of Texas (School FIRST)
2025-2026 Ratings
based on
fiscal year
2024-2025

Presented by Lorena Garcia
Deputy Superintendent for
Business and Operations
October 20, 2026

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

SCHOOL FIRST
FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

School FIRST Table of Contents

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

School 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)

School FIRST Goals

- ❑ Strengthen fiscal accountability
- ❑ Improve performance in financial management
- ❑ 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 February 27 deadline
2. Other than an Unmodified Opinion in AFR
3. Default on Debt payments
4. Default on Payroll-related payments

Determination of Rating (Cont'd)

B.	**Determine the rating by the applicable number of points.**	
	A = Superior Achievement	**90-100**
	B = Above Standard Achievement	**80-89**
	C = Meets Standard Achievement	**70-79**
	F = Substandard Achievement	**< 70**

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.	79	C = Meets Standard Achievement
Indicator 6 (Average Change in Fund Balance) – Response to indicator is *No.*	89	B = Above Standard Achievement
Indicator 16 (PEIMS to AFR) – Response to indicator is *No.*	89	B = Above Standard Achievement
Indicator 17 (Material Weakness) – Response to Indicator is *No.*	79	C = Meets Standard Achievement
Indicator 20 (Property Values and Tax Discussion) – Response to Indicator is *No.*	89	B = Above Standard Achievement
Indicator 21 (FSP Repayment Plan) – Response to Indicator is *Yes.*	70	C = Meets Standard Achievement

School FIRST Indicators

1. **Was the complete Annual Financial Report (AFR) and data submitted to the TEA on or before February 27, 2026, deadline?** ***Yes, the district's Annual Financial Report was filed with the Texas Education Agency on February 19, 2026, 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, 2025, 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 and premiums 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 $316,629,132, 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 11.9%, well above the –25% threshold, and the current balance of $109.2 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 114.848, which was sufficient to cover its operating expenditures.***

8. **Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?** ***8 points - McAllen ISD's current assets to current liabilities ratio of 2.6392 met the target to cover its short-term debt.***

School FIRST Indicators

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 114.848, greater than 60 days.***

10. **Did the school district average less than 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?** ***10 points - McAllen ISD's three-year average budget-to-actual revenue variance was 4.91%, which is less than the 10% maximum variance allowed for this indicator.***

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 10.46% was sufficient to support long-term solvency.***

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 favorable. McAllen ISD's debt per $100 of assessed property value reflects an adequate assessed valuation to support future debt principal and interest payments.***

School FIRST Indicators

13. **This indicator is not being evaluated.** ***All districts received 10 points***

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 4.01% over three years, which is less than the 15% threshold.***

15. **Was the school district's average daily attendance (ADA) within the allotted range of the district's biennial ADA pupil projection submitted to TEA by the school district? If the school district did not submit ADA projections to TEA, it must certify TEA's projections to pass the indicator.** ***5 points - McAllen ISD's ratio of actual projected ADA was 3.16%, which is less than the allotted range of 7%.***

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.***

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School FIRST Indicators

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, 2025, 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, 2025, 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.***

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 the 120-day period to discuss and consider the impact of changes in district funding, meeting the ceiling indicator.***

School FIRST Indicators

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 over-allocation 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!



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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

SUBJECT: Discussion and Possible Action on Amendment to Agreement No. 2026-172 Childcare Local Match Contribution with Texas Workforce Commission

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On December 11, 2025, the McAllen Independent School District ("District") approved Agreement No. 2026-172 Child Care Local Match Contribution with Texas Workforce Commission.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The District has partnered with TWC to pledge local funds in order for the TWC to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services activities in the workforce area. This amendment is needed because through the collective contributions of partners, TWC reached and exceeded their expenditure goal for the year. TWC will not need to submit any additional expenditure certifications for the remainder of the year (4th quarter).

LEGAL REVIEW:

The amendment has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approves Amendment to Agreement No. 2026-172 Childcare Local Match Contribution with Texas Workforce Commission.

Attachment: ☑

SUBMITTED BY: Signed by: Cynthia Olivarez F1B61C10BAC8484...

SUPERVISOR: Signed by: Christian Quintanilla A36137BED891473...

SUPERVISOR: Signed by: F9AA5742C941482...

For further information contact:
Name: Dr. Cynthia Olivarez, Director of State & Federal Programs
Office: (956) 632-3232
Email: Cynthia.Olivarez@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

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Texas Workforce Commission

Child Care Local Match Agreement Amendment

General Amendment Terms

Amendments must be executed by both the Contributor and the Board prior to the current agreement end date.

Name of Contributor: McAllen Independent School District (ISD) **Amendment No.:** 01

Effective Date of Amendment: October 21, 2026

Program Number of Match Agreement being amended: 11180C17

The Contributor and the Board seek to amend the Local Match Agreement referenced above in the following manner (CHECK ALL THAT APPLY):

☒ **MODIFICATION TO PLEDGED LOCAL MATCH CONTRIBUTION**

CURRENT DONATION AMOUNT: $

INCREASE: $ **DECREASE:** $ **NEW AMOUNT:** $

CURRENT TRANSFER AMOUNT: $

INCREASE: $ **DECREASE:** $ **NEW AMOUNT:** $

CURRENT CERTIFICATION AMOUNT: $850,000

INCREASE: $ **DECREASE:** $212,500 **NEW AMOUNT:** $637,500

☐ **DONATION/TRANSFER PAYMENT OR CERTIFICATION SCHEDULE**

☐ **MODIFICATION TO AGREEMENT PERIOD**

CURRENT AGREEMENT PERIOD: **FROM*:** **TO:**

NEW AGREEMENT PERIOD END DATE: **TO:**

*This date remains the same throughout the period of the Agreement.

☐ **MODIFICATION TO GENERAL TERMS OF AGREEMENT (including Use of Funds Description)**

☐ **OTHER (DESCRIBE):**

All other terms, conditions, and certifications of the Agreement not herein amended remain in effect and constitute promised performances by the Contributor and the Board.

Signatures

The person signing this Agreement on behalf of the Contributor or the Board hereby warrants that he or she has been fully authorized by the organization to:

- execute this agreement on behalf of the organization; and
- validly and legally bind the organization to all the terms, performances, and provisions of this Agreement.

For the faithful performance of this Agreement, as amended, the parties below affix their signatures and bind their agencies.

Contributor Signature: _____ **Date:** _____

Printed Name: Ms. Lucia Regalado

Title: Board President **E-mail (optional):** _____

Board Signature: _____ **Date:** _____

Printed Name: Mr. Francisco Almaraz

Title: Chief Executive Officer **E-mail (optional):** francisco@wfsolutions.org

Approved as to form:

by: Signed by: Johnathan Ball
SCDEA0FCE0A20...
Johnathan Ball, Staff Attorney

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Cash Contributions

Use of funds description for cash contributions: The description below addresses the Board's planned use of local and federal funds resulting from donation and transfer of funds agreements. Use of funds must be in compliance with the state's CCDF State Plan in effect for the contract period.

No restrictions can be placed on use of funds by contributor.

Planned Use of Local Cash Contributions

☐ **Child Care Quality Improvement**

The funds will be used for Board administered quality improvement activities allowable under TWC rule §809.16.

Source of Local Funds: _____

Planned Local Funding Amount for Child Care Quality Improvement: $_____

☐ **Direct Child Care**

The funds will be used for:

- direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Source of Local Funds: _____

Planned Local Funding Amount for Direct Child Care: $_____

Planned Use of Federal Matching Funds

Direct Child Care: Funds must be used for direct child care services.

The federal funds will be used:

- for direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Planned Federal Funding Amount for Direct Child Care: $_____

Total planned local and federal funds resulting from Cash Contributions: $_____

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Certification of Expenditures

Use of funds description for Certification of Expenditures: The descriptions below describe:

- the allowable child care services or activities that will result in local certified expenditures,
- the funding source of those certified expenditures

Use of funds must be in compliance with the state's CCDF State Plan in effect for the contract period.

No restrictions can be placed on use of funds by contributor.

Planned Local Activities to be Certified

☐ **Child Care Quality Improvement**

The funds will be used by the certifying entity for quality improvement activities allowable under TWC rule §809.16.

Source of Local Funds: _____

Planned Local Certification Amount for Child Care Quality Improvement: $_____

☒ **Direct Child Care**

The funds will be used for:

- direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Source of Local Funds: State Compensatory Ed. Program Funds and Local Funds _____

Planned Local Certification Amount for Direct Child Care: $637,500_____

Planned Use of Federal Matching Funds

Direct Child Care: Funds must be used for direct child care services.

The federal funds will be used:

- for direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Planned Federal Funding Amount for Direct Child Care: $1,275,000_____

Total planned local and federal funds resulting from Certification of Expenditures: $1,912,500_____

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Donation/Transfer Payment(s) (Local Funds) Schedule

In compliance with the Contributor Agreement section of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below. Pursuant to TWC rule § 800.73(a)(2), the donation(s)/transfer(s) must occur within the effective program year in which the funds are allocated.

Private donor cash donations—submit one signed form to the e-mail address ccm.agreements@twc.texas.gov.

1.	**Donation/Transfer Date:**		**Actual Amount:**	$
2.	**Donation/Transfer Date:**		**Actual Amount:**	$
3.	**Donation/Transfer Date:**		**Actual Amount:**	$
4.	**Donation/Transfer Date:**		**Actual Amount:**	$
5.	**Donation/Transfer Date:**		**Actual Amount:**	$
6.	**Donation/Transfer Date:**		**Actual Amount:**	$
7.	**Donation/Transfer Date:**		**Actual Amount:**	$
8.	**Donation/Transfer Date:**		**Actual Amount:**	$
9.	**Donation/Transfer Date:**		**Actual Amount:**	$
10.	**Donation/Transfer Date:**		**Actual Amount:**	$
11.	**Donation/Transfer Date:**		**Actual Amount:**	$
12.	**Donation/Transfer Date:**		**Actual Amount:**	$
			TOTAL	$

Sensitive

Public Entity Certification of Expenditures (Local Funds) Schedule

In compliance with the Contributor Agreement section of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below. Pursuant to TWC rule §800.73(a)(2), the certification(s) must occur within the effective program year in which the funds are allocated.

Public Entity Transfers and Certifications—submit one copy of the signed form to the e-mail address ccm.agreements@twc.texas.gov.

	Certification Period					Reporting Date		Planned Amount of Expenditures
1.	From	10/01/25	to	12/31/25		02/09/26		$212,500
2.	From	01/01/26	to	03/31/26		04/16/26		$212,500
3.	From	04/01/26	to	06/30/26		08/11/26		$212,500
4.	From		to					$
5.	From		to					$
6.	From		to					$
7.	From		to					$
8.	From		to					$
9.	From		to					$
10.	From		to					$
11.	From		to					$
12.	From		to					$

TOTAL	$637,500
Explanation is required below if reporting dates are outside the contract end date:	

Please call the Board's assigned contract manager if you have questions. An individual may receive and review information that TWC collects by submitting a request at https://www.twc.texas.gov/services/open-records, sending an e-mail to open.records@twc.texas.gov or submitting a request form to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.

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Texas Workforce Commission

Child Care Local Match Contribution Agreement

General Agreement Terms

Please enter Contributor and Local Workforce Development Board (Board) information, including the local workforce development area(s) (workforce area) and the amount of pledged local funds.

Name of Contributor: McAllen ISD

Board Legal Entity Name: Lower Rio Grande Valley Workforce Development Board

Workforce Area: Lower Rio Grande Valley Workforce Development Board

Donation Amount: $ N/A **Transfer Amount:** $ N/A

Certification of Expenditures Amount: $850,000

The contributor identified above pledges the local funds as indicated in order for the Texas Workforce Commission (TWC) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services or activities in the workforce area(s) listed above or within the state if indicated through this agreement. All parties understand and agree that:

- the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution, and
- this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

Signatures

The individual signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to execute this agreement on behalf of his or her organization; and validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their

agencies effective October 1, 2025 **, and continuing through** September 30, 2026

Contributor Signature: Aaron D. Rivera **Date:** January 6, 2026

Printed Name: Aaron D. Rivera

Title: Board President **E-mail (optional):**

Board Signature: **Date:**

Printed Name: Mr. Francisco Almaraz

Title: Chief Executive Officer **E-mail (optional):** francisco@wfsolutions.org

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Legal Authority

In the State of Texas, TWC is designated as the lead agency for the administration of Child Care and Development Fund (CCDF) funds available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (42 United States Code § 9801 *et seq*.).

Pursuant to federal regulations (45 Code of Federal Regulations (C.F.R.) Parts 98 and 99), TWC is the CCDF lead agency for Texas and the entity designated to accept donated funds from any private entity, or transferred funds from any public entity, or certifications of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by TWC, and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

Contributions from a Private Entity to TWC

For contributions from a private entity to TWC, the contributor, by executing this agreement, certifies that pursuant to Labor Code § 301.021(b)–(d) and Texas Government Code § 575.005:

- the contributor is not party to an administrative proceeding before the Commission.
  - Under Texas Government Code §575.005, "administrative proceeding" means a "contested case" as defined by Texas Government Code § 2001.003(1), that is, "a proceeding, including a ratemaking or licensing proceeding, in which the legal rights, duties, or privileges of a party are to be determined by a state agency after an opportunity for adjudicative hearing."
  - Before accepting this agreement, TWC will verify whether the private entity contributor is party to an administrative proceeding before the Commission. If the private entity contributor is, or becomes a party to, an administrative proceeding before the Commission before the Commission's acceptance of this agreement, Texas Labor Code § 301.021(b) and Texas Government Code § 575.005 prohibit the Commission from accepting this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Texas Government Code § 2001.144.
- If the contributor is a for-profit entity, the contributor does not currently:
  - have a contract with TWC for services or products of a value of fifty thousand dollars ($50,000) or greater; or
  - have a bid in response to a request for proposal for such contract before TWC.

  This condition does not apply to a contract or bid that relates only to providing child care services.
- Upon execution of this agreement, if it is for the contribution of privately donated funds from a for-profit entity, the contributor understands that pursuant to Texas Labor Code § 301.021(d), the contributor shall not enter into a contract with TWC or submit a bid in response to a request for proposal issued by TWC before the first anniversary of the date on which TWC accepted a donation from the contributor, unless the contract or bid relates only to providing child care services.

Contributions from a Private Entity to a Board

For contributions from a private entity to a Board, consistent with Labor Code § 301.021(b)–(d) and Texas Government Code § 575.005:

- the contributor is not party to a Board-level complaint or appeal pursuant to 40 Texas Administrative Code, Chapter 823, Subchapter B.
  - Before accepting this agreement, the Board will verify whether the private entity contributor is party to a Board-level complaint or appeal. If the private entity contributor is, or becomes a party to, a Board-level complaint or appeal before the Commission's acceptance of this agreement, the Commission will not accept this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Chapter 823.
- If the contributor is a for-profit entity, the contributor does not currently:

- have a contract with the Board for services or products of a value of fifty thousand dollars ($50,000) or greater; or
- have a bid in response to a request for proposal for such contract before the Board.

This condition does not apply to a contract or bid that relates only to providing child care services.

- Upon execution of this agreement, if it is for the contribution of privately donated funds from a for-profit entity, the contributor understands that consistent with Texas Labor Code § 301.021(d), the contributor shall not enter into a contract with the Board or submit a bid in response to a request for proposal issued by the Board before the first anniversary of the date on which the Board accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

Contributor Agreement

The contributor agrees as follows:

- To remit to TWC the pledged local share in accordance with the contributions schedules and payment plans specified in the local agreement.
- For public transfers of funds and private donations made to TWC, checks remitted by the contributor must be made payable to the "Texas Workforce Commission" and submitted to TWC.
- For private donations made to the Board, the contributor must remit the donation to the Board.
- To keep and make available to TWC or the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes. The records shall be retained and made accessible for the longer of:
  - the period specified by the Board's record retention policies for such records,
  - seven (7) years after the end date of this agreement, or
  - until the completion and resolution of all issues that arise from any litigation, claim, negotiation, audit, or other action that began during and was ongoing as of the end of the normal retention period.
- When certifying expenditures of public funds as the local match, to provide the Board and TWC with a statement that certifies the expenditures and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- When certifying expenditures of public funds as the local match, to report to TWC no later than the 14th month of the grant certifications consistent with the contributions schedules and payment plans specified in the local agreement.
- To certify that the expenditures used as child care match are eligible for federal match and were not used to match other federal funds.
- Donations from private entities:
  - are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - do not revert to the donor's facility or use;
  - are not used to match other federal funds;
  - shall be certified both by the donor and by TWC;
  - shall be subject to the audit requirements in 45 C.F.R. § 98.65; and
  - shall be subject to federal reporting; entities shall provide the Board and TWC, on request, data needed for federal reporting purposes.

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Board Agreement

The Board agrees as follows:

- To use the funds donated or transferred by the contributor, and the resulting federal funds for child care services consistent with the intent of this agreement and in accordance with applicable local, state, and federal laws and regulations.
- To ensure that certified public expenditures (if applicable):
  - represent expenditures eligible for federal match;
  - were not used to match other federal funds;
  - were not federal funds unless authorized by federal law to be used to match other federal funds; and
  - do not represent expenditures for public prekindergarten programs as referenced in 45 C.F.R. § 98.55(h).
- To ensure that donations from private entities:
  - are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - do not revert to the donor's facility or use;
  - are not used to match other federal funds;
  - shall be certified both by the donor and by TWC;
  - shall be subject to the audit requirements in 45 C.F.R. § 98.65; and
  - shall be subject to federal reporting (Entities shall provide the Board and TWC, upon request, data needed for federal reporting purposes.).
- To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

Board and Contributor Agreement

The Board and the Contributor agree as follows:

- That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.
- "Child Care Local Match Contribution Information" is incorporated by reference.
- To comply with federal regulations in 45 C.F.R. § 98.55, relating to matching fund requirements, and 45 C.F.R. § 98.56, relating to restrictions on the use of funds.
- To submit a certification of expenditures report, certifying that the child care–related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
- Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
- This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal CCDF appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- These terms and conditions may be amended by written agreement of all parties at any time before the current agreement end date, as indicated on page one of this agreement, contingent upon acceptance of the amended terms and conditions by all parties.

- If federal, state, or local laws, or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least thirty (30) days in advance of such termination. Such written notification will be sent to the contributor's address as specified in the Child Care Local Match Contributor Information section in this agreement.

Board Information

Complete the section below regarding the Board.

Board Legal Entity Name Lower Rio Grande Valley Workforce Development Board

Street Address: 3101 W Business 83

City: McAllen **State:** TX **Zip Code:** 78501

Board Staff Contact Name: Andrea Trevino **Phone:** 956-661-2933 **Fax:**

Board Staff Contact E-mail Address: andrea@wfsolutions.org

Contributor Information

Complete the section below regarding the Child Care Local Match Contributor.

Contributor Name: McAllen ISD

Street Address: 2000 N 23rd Street

City: McAllen **State:** TX **Zip Code:** 78501

Type of Entity: Government

Name of Fiscal Agent (if applicable): N/A

Vendor ID Number or Federal Employer ID Number of Contributor or Contributor's Fiscal Agent: 74-600-1658

Contributor Contact Name: Dr. Rosalba De Hoyos **Phone:** 956-618-6048 **Fax:**

Contributor Contact E-mail Address: Rosalba.dehoyos@mcallenisd.net

Docusign Envelope ID: C25A55CA-6EE6-821D-81FD-EE15C6554D21

Originating Agreement Information

Please fill out the information below regarding the type of contribution and pledged local match amount.

Type of Contribution:

☐ **Donation (Private Entity)**

☐ **Transfer (Public Entity)**

☒ **Certification (Public Entity)**

Pledged Local Match Amount: $850,000

Amounts secured in excess of the pledged local match amount, if any, are herein included in this agreement and approved for use in accordance with this agreement, including use for statewide match purposes, if agreed in this agreement

The contributor voluntarily agrees and allows that any local contributions secured in excess of the amount needed to draw down the federal match amount allocated to the workforce area may be used for statewide match purposes. ☒ **Yes** ☐ **No**

Program Number: 11180C17

The contributor voluntarily agrees and allows that any certifications of expenditures and donations over the pledged amount will be aggregated and obligated at the state level. The excess amounts will be applied to the local leverage amounts that all workforce areas are required to secure to access federal matching funds allocated among all workforce areas. ☒ **Yes** ☐ **No**

Did a Board Member assist in securing this local match agreement? ☐ **Yes** ☒ **No**

If yes, Name of Board Member: N/A

How did the Board Member assist? N/A

Cash Contributions

Use of funds description for cash contributions: The description below addresses the Board's planned use of local and federal funds resulting from donation and transfer of funds agreements.

Use of funds must be in compliance with the state's CCDF State Plan in effect for the contract period.

No restrictions can be placed on use of funds by contributor.

Planned Use of Local Cash Contributions

☐ **Child Care Quality Improvement**

The funds will be used for Board administered quality improvement activities allowable under TWC rule §809.16.

Source of Local Funds: N/A

Planned Local Funding Amount for Child Care Quality Improvement: $ N/A

☐ **Direct Child Care**

The funds will be used for:

- direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Source of Local Funds: N/A

Planned Local Funding Amount for Direct Child Care: $ N/A

Planned Use of Federal Matching Funds

Direct Child Care: Funds must be used for direct child care services.

The federal funds will be used:

- for direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Planned Federal Funding Amount for Direct Child Care: $ N/A

Total planned local and federal funds resulting from Cash Contributions: $ N/A

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Certification of Expenditures

Use of funds description for Certification of Expenditures: The descriptions below describe:

- the allowable child care services or activities that will result in local certified expenditures,
- the funding source of those certified expenditures

Use of funds must be in compliance with the state's CCDF State Plan in effect for the contract period.

No restrictions can be placed on use of funds by contributor.

Planned Local Activities to be Certified

☐ **Child Care Quality Improvement**

The funds will be used by the certifying entity for quality improvement activities allowable under TWC rule §809.16.

Source of Local Funds: N/A

Planned Local Certification Amount for Child Care Quality Improvement: $ N/A

☒ **Direct Child Care**

The funds will be used for:

- direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Source of Local Funds: ___ State Compensatory Ed. Program Funds and Local Funds _____

Planned Local Certification Amount for Direct Child Care: $850,000

Planned Use of Federal Matching Funds

Direct Child Care: Funds must be used for direct child care services.

The federal funds will be used:

- for direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Planned Federal Funding Amount for Direct Child Care: $ 1,700,000

Total planned local and federal funds resulting from Certification of Expenditures: $ 2,550,000

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Donation/Transfer Payment(s) (Local Funds) Schedule

In compliance with the Contributor Agreement section of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below. Pursuant to TWC rule § 800.73(a)(2), the donation(s)/transfer(s) must occur within the effective program year in which the funds are allocated.

Private donor cash donations—submit one signed form to the e-mail address ccm.agreements@twc.texas.gov.

1.	**Donation/Transfer Date:**		**Actual Amount:**	$
2.	**Donation/Transfer Date:**		**Actual Amount:**	$
3.	**Donation/Transfer Date:**		**Actual Amount:**	$
4.	**Donation/Transfer Date:**		**Actual Amount:**	$
5.	**Donation/Transfer Date:**		**Actual Amount:**	$
6.	**Donation/Transfer Date:**		**Actual Amount:**	$
7.	**Donation/Transfer Date:**		**Actual Amount:**	$
8.	**Donation/Transfer Date:**		**Actual Amount:**	$
9.	**Donation/Transfer Date:**		**Actual Amount:**	$
10.	**Donation/Transfer Date:**		**Actual Amount:**	$
11.	**Donation/Transfer Date:**		**Actual Amount:**	$
12.	**Donation/Transfer Date:**		**Actual Amount:**	$
			TOTAL	$

Public Entity Certification of Expenditures (Local Funds) Schedule

In compliance with the Contributor Agreement section of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below. Pursuant to TWC rule §800.73(a)(2), the certification(s) must occur within the effective program year in which the funds are allocated.

Public Entity Transfers and Certifications—submit one copy of the signed form to the e-mail address ccm.agreements@twc.texas.gov.

	Certification Period					Reporting Date		Planned Amount of Expenditures
1.	From	10/01/25	to	12/31/25		01/30/26		$212,500
2.	From	01/01/26	to	03/31/26		04/15/26		$212,500
3.	From	04/01/26	to	06/30/26		07/15/26		$215,500
4.	From	07/01/26	to	09/30/26		10/15/26		$215,500
5.	From		to					$
6.	From		to					$
7.	From		to					$
8.	From		to					$
9.	From		to					$
10.	From		to					$
11.	From		to					$
12.	From		to					$

TOTAL	$850,000
Explanation is required below if reporting dates are outside the contract end date:	
N/A	

Please call the Board's assigned contract manager if you have questions. An individual may receive and review information that TWC collects by submitting a request at https://www.twc.texas.gov/services/open-records, sending an e-mail to open.records@twc.texas.gov or submitting a request form to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.

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Certification of Expenditures by a Public Entity

Name of Contributing Public Entity: McAllen ISD

The public entity named above certifies expenditures in the amount of $850,000

to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 C.F.R. § 98.55.

By signing below, the public entity named above certifies that the funds specified above:

- are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- are not used to match other federal funds;
- represent expenditures eligible for federal match; and
- do not represent expenditures for public prekindergarten programs as referenced in 45 C.F.R. § 98.55(h).

Signature of authorized agent: Aaron D. Rivera **Date:** 12/12/25

Printed name of authorized agent: Aaron D. Rivera

Title of authorized agent: Board President

Approved as to form:

by: JOHNATHAN BALL (Nov 23, 2025 08:51:37 CST)
Johnathan Ball Staff Attorney

Docusign Envelope ID: C25A55CA-6EE6-821D-81FD-EE15C6554D21

Joint Certification of Funds Donated to TWC from Private Sources

Name of Donor: N/A

The Donor named above contributes funds in the amount of $ N/A

to TWC to be used as state matching funds to draw down available federal matching funds as authorized in CCDF regulations at 45 C.F.R. § 98.55(e)(2).

By signing below, the Donor and TWC certify that the donated funds specified above:

- are available and represent expenditures eligible for federal match;
- are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
- do not revert to the Donor's facility or use; and
- are not used to match other federal funds.

Donor's Certification

Signature of authorized agent: _____ **Date:** _____

Printed name of authorized agent: _____

Title of authorized agent: _____

TWC's Certification

Signature of authorized agent: _____ **Date:** _____

Printed name of authorized agent: Reagan Miller

Title of authorized agent: Director, Child Care & Early Learning Division

Docusign Envelope ID: C25A55CA-6EE6-821D-81FD-EE15C6554D21

Joint Certification of Funds Donated to the Board from Private Sources

Name of Donor: N/A

The Donor named above contributes funds in the amount of $N/A **to the** N/A **Workforce Development Board** to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 C.F.R. § 98.55(e)(2).

By signing below, the Donor, Board, and TWC certify that the donated funds specified above:

- are available and represent expenditures eligible for federal match;
- are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
- do not revert to the Donor's facility or use; and
- are not used to match other federal funds.

Donor's Certification

Signature of authorized agent: _____ **Date:** _____

Printed name of authorized agent: _____

Title of authorized agent: _____

Board's Certification

Signature of authorized agent: _____ **Date:** _____

Printed name of authorized agent: _____

Title of authorized agent: _____

TWC's Certification

Signature of authorized agent: _____ **Date:** _____

Printed name of authorized agent: Reagan Miller

Title of authorized agent: Director, Child Care & Early Learning Division

Docusign Envelope ID: 686E9E15-8CBE-8B06-82F8-DBB85DB59BE8

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

SUBJECT: Discussion and Possible Action on Agreement No. 2027-151 Childcare Local Match Contribution with Texas Workforce Commission

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

In the State of Texas, the Texas Workforce Commission ("TWC") is designated as the lead agency for the administration of Child Care and Development Fund ("CCDF") available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (42 United States Code § 9801 et seq.). Pursuant to federal regulations (45 Code of Federal Regulations (C.F.R.) Parts 98 and 99), TWC is the CCDF lead agency for Texas and the entity designated to accept donated from any private entity, or transferred funds from any public entity, or certifications of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by TWC, and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The McAllen Independent School District has partnered with TWC to pledge local funds in order for the TWC to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services activities in the workforce areas.

LEGAL REVIEW:

The agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:
None

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Agreement No. 2027-151 Child Care Local Match Contribution with Texas Workforce Commission through September 30, 2027.

Attachment: ☑

SUBMITTED BY: Signed by: Cynthia Olivarez F1B61C10BAC8484...

SUPERVISOR: Signed by: Christian Quintanilla A36137BED891473...

SUPERVISOR: Signed by: Jeanette Mno F9AA5742C941482...

For further information contact:
Name: Dr. Cynthia Olivarez, Director of State & Federal Programs
Office: (956) 632-3232
Email: Cynthia.Olivarez@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

Docusign Envelope ID: 686E9E15-8CBE-8B06-82F8-DBB85DB59BE8

Texas Workforce Commission

Child Care Local Match Contribution Agreement

General Agreement Terms

Please enter Contributor and Local Workforce Development Board (Board) information, including the local workforce development area(s) (workforce area) and the amount of pledged local funds.

Name of Contributor: McAllen ISD

Board Legal Entity Name: Lower Rio Grande Valley Workforce Development Board

Workforce Area: Lower Rio Grande Valley Workforce Development Board

Donation Amount: $N/A **Transfer Amount:** $N/A

Certification of Expenditures Amount: $845,000

The contributor identified above pledges the local funds as indicated in order for the Texas Workforce Commission (TWC) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services or activities in the workforce area(s) listed above or within the state if indicated through this agreement. All parties understand and agree that:

- the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution, and
- this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

Signatures

The individual signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to execute this agreement on behalf of his or her organization; and validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their

agencies effective October 1, 2026 **, and continuing through** September 30, 2027

Contributor Signature: _____ **Date:** _____

Printed Name: Ms. Lucia Regalado

Title: Board President **E-mail (optional):** _____

Board Signature: _____ **Date:** _____

Printed Name: Mr. Francisco Almaraz

Title: Chief Executive Officer **E-mail (optional):** francisco@wfsolutions.org

Docusign Envelope ID: 686E9E15-8CBE-8B06-82F8-DBB85DB59BE8

Legal Authority

In the State of Texas, TWC is designated as the lead agency for the administration of Child Care and Development Fund (CCDF) funds available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (42 United States Code § 9801 *et seq*.).

Pursuant to federal regulations (45 Code of Federal Regulations (C.F.R.) Parts 98 and 99), TWC is the CCDF lead agency for Texas and the entity designated to accept donated funds from any private entity, or transferred funds from any public entity, or certifications of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by TWC, and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

TWC advises the Entity to seek legal and/or tax advice from its own legal counsel.

Contributions from a Private Entity to TWC

For contributions from a private entity to TWC, the contributor, by executing this agreement, certifies that pursuant to Labor Code § 301.021(b)–(d) and Texas Government Code § 575.005:

- the contributor is not party to an administrative proceeding before the Commission.
  - Under Texas Government Code § 575.005, "administrative proceeding" means a "contested case" as defined by Texas Government Code § 2001.003(1), that is, "a proceeding, including a ratemaking or licensing proceeding, in which the legal rights, duties, or privileges of a party are to be determined by a state agency after an opportunity for adjudicative hearing."
  - Before accepting this agreement, TWC will verify whether the private entity contributor is party to an administrative proceeding before the Commission. If the private entity contributor is, or becomes a party to, an administrative proceeding before the Commission before the Commission's acceptance of this agreement, Texas Labor Code § 301.021(b) and Texas Government Code § 575.005 prohibit the Commission from accepting this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Texas Government Code § 2001.144.
- If the contributor is a for-profit entity, the contributor does not currently:
  - have a contract with TWC for services or products of a value of fifty thousand dollars ($50,000) or greater; or
  - have a bid in response to a request for proposal for such contract before TWC.

  This condition does not apply to a contract or bid that relates only to providing child care services.
- Upon execution of this agreement, if it is for the contribution of privately donated funds from a for-profit entity, the contributor understands that pursuant to Texas Labor Code § 301.021(d), the contributor shall not enter into a contract with TWC or submit a bid in response to a request for proposal issued by TWC before the first anniversary of the date on which TWC accepted a donation from the contributor, unless the contract or bid relates only to providing child care services.

Contributions from a Private Entity to a Board

For contributions from a private entity to a Board, consistent with Labor Code § 301.021(b)–(d) and Texas Government Code § 575.005:

- the contributor is not party to a Board-level complaint or appeal pursuant to 40 Texas Administrative Code, Chapter 823, Subchapter B.
  - Before accepting this agreement, the Board will verify whether the private entity contributor is party to a Board-level complaint or appeal. If the private entity contributor is, or becomes a party to, a Board-level complaint or appeal before the Commission's acceptance of this agreement, the Commission will not accept this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Chapter 823.

- If the contributor is a for-profit entity, the contributor does not currently:
  - have a contract with the Board for services or products of a value of fifty thousand dollars ($50,000) or greater; or
  - have a bid in response to a request for proposal for such contract before the Board.

  This condition does not apply to a contract or bid that relates only to providing child care services.
- Upon execution of this agreement, if it is for the contribution of privately donated funds from a for-profit entity, the contributor understands that consistent with Texas Labor Code § 301.021(d), the contributor shall not enter into a contract with the Board or submit a bid in response to a request for proposal issued by the Board before the first anniversary of the date on which the Board accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

Contributor Agreement

The contributor agrees as follows:

- To remit to TWC the pledged local share in accordance with the contributions schedules and payment plans specified in the local agreement.
- For public transfers of funds and private donations made to TWC, checks remitted by the contributor must be made payable to the "Texas Workforce Commission" and submitted to TWC.
- For private donations made to the Board, the contributor must remit the donation to the Board.
- To keep and make available to TWC or the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes. The records shall be retained and made accessible for the longer of:
  - the period specified by the Board's record retention policies for such records,
  - seven (7) years after the end date of this agreement, or
  - until the completion and resolution of all issues that arise from any litigation, claim, negotiation, audit, or other action that began during and was ongoing as of the end of the normal retention period.
- When certifying expenditures of public funds as the local match, to provide the Board and TWC with a statement that certifies the expenditures and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- When certifying expenditures of public funds as the local match, to report to TWC no later than the 14th month of the grant certifications consistent with the contributions schedules and payment plans specified in the local agreement.
- To certify that the expenditures used as child care match are eligible for federal match and were not used to match other federal funds.
- Donations from private entities:
  - are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - do not revert to the donor's facility or use;
  - are not used to match other federal funds;
  - shall be certified both by the donor and by TWC;
  - shall be subject to the audit requirements in 45 C.F.R. § 98.65; and
  - shall be subject to federal reporting; entities shall provide the Board and TWC, on request, data needed for federal reporting purposes.

Docusign Envelope ID: 686E9E15-8CBE-8B06-82F8-DBB85DB59BE8

Board Agreement

The Board agrees as follows:

- To use the funds donated or transferred by the contributor, and the resulting federal funds for child care services consistent with the intent of this agreement and in accordance with applicable local, state, and federal laws and regulations.
- To ensure that certified public expenditures (if applicable):
  - represent expenditures eligible for federal match;
  - were not used to match other federal funds;
  - were not federal funds unless authorized by federal law to be used to match other federal funds; and
  - do not represent expenditures for public prekindergarten programs as referenced in 45 C.F.R. § 98.55(h).
- To ensure that donations from private entities:
  - are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - do not revert to the donor's facility or use;
  - are not used to match other federal funds;
  - shall be certified both by the donor and by TWC;
  - shall be subject to the audit requirements in 45 C.F.R. § 98.65; and
  - shall be subject to federal reporting (Entities shall provide the Board and TWC, upon request, data needed for federal reporting purposes.).
- To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

Board and Contributor Agreement

The Board and the Contributor agree as follows:

- That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.
- "Child Care Local Match Contribution Information" is incorporated by reference.
- To comply with federal regulations in 45 C.F.R. § 98.55, relating to matching fund requirements, and 45 C.F.R. § 98.56, relating to restrictions on the use of funds.
- To submit a certification of expenditures report, certifying that the child care–related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
- Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
- This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal CCDF appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- These terms and conditions may be amended by written agreement of all parties at any time before the current agreement end date, as indicated on page one of this agreement, contingent upon acceptance of the amended terms and conditions by all parties.

- If federal, state, or local laws, or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least thirty (30) days in advance of such termination. Such written notification will be sent to the contributor's address as specified in the Child Care Local Match Contributor Information section in this agreement.

Board Information

Complete the section below regarding the Board.

Board Legal Entity Name Lower Rio Grande Valley Workforce Development Board

Street Address: 3101 W Business 83

City: McAllen **State:** TX **Zip Code:** 78501

Board Staff Contact Name: Andrea Trevino **Phone:** 956-661-2933 **Fax:**

Board Staff Contact E-mail Address: andrea@wfsolutions.org

Contributor Information

Complete the section below regarding the Child Care Local Match Contributor.

Contributor Name: McAllen ISD

Street Address: 2000 N 23rd Street

City: McAllen **State:** TX **Zip Code:** 78501

Type of Entity: Government

Name of Fiscal Agent (if applicable): N/A

Vendor ID Number or Federal Employer ID Number of Contributor or Contributor's Fiscal Agent: 74-600-1658

Contributor Contact Name: Christian Quintanilla **Phone:** 956-618-6048 **Fax:**

Contributor Contact E-mail Address: Christian.Quintanilla@mcallenisd.net

Docusign Envelope ID: 686E9E15-8CBE-8B06-82F8-DBB85DB59BE8

Originating Agreement Information

Please fill out the information below regarding the type of contribution and pledged local match amount.

Type of Contribution:

☐ **Donation (Private Entity)**

☐ **Transfer (Public Entity)**

☒ **Certification (Public Entity)**

Pledged Local Match Amount: $845,000

Amounts secured in excess of the pledged local match amount, if any, are herein included in this agreement and approved for use in accordance with this agreement, including use for statewide match purposes, if agreed in this agreement

The contributor voluntarily agrees and allows that any local contributions secured in excess of the amount needed to draw down the federal match amount allocated to the workforce area may be used for statewide match purposes. ☒ **Yes** ☐ **No**

Program Number: 11180C17

The contributor voluntarily agrees and allows that any certifications of expenditures and donations over the pledged amount will be aggregated and obligated at the state level. The excess amounts will be applied to the local leverage amounts that all workforce areas are required to secure to access federal matching funds allocated among all workforce areas. ☒ **Yes** ☐ **No**

Did a Board Member assist in securing this local match agreement? ☐ **Yes** ☒ **No**

If yes, Name of Board Member: N/A

How did the Board Member assist? N/A

Cash Contributions

Use of funds description for cash contributions: The description below addresses the Board's planned use of local and federal funds resulting from donation and transfer of funds agreements.

Use of funds must be in compliance with the state's CCDF State Plan in effect for the contract period.

No restrictions can be placed on use of funds by contributor.

Planned Use of Local Cash Contributions

☐ **Child Care Quality Improvement**

The funds will be used for Board administered quality improvement activities allowable under TWC rule §809.16.

Source of Local Funds: N/A_____

Planned Local Funding Amount for Child Care Quality Improvement: $N/A_____

☐ **Direct Child Care**

The funds will be used for:

- direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Source of Local Funds: N/A_____

Planned Local Funding Amount for Direct Child Care: $N/A_____

Planned Use of Federal Matching Funds

Direct Child Care: Funds must be used for direct child care services.

The federal funds will be used:

- for direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Planned Federal Funding Amount for Direct Child Care: $N/A_____

Total planned local and federal funds resulting from Cash Contributions: $N/A_____

Docusign Envelope ID: 686E9E15-8CBE-8B06-82F8-DBB85DB59BE8

Certification of Expenditures

Use of funds description for Certification of Expenditures: The descriptions below describe:

- the allowable child care services or activities that will result in local certified expenditures,
- the funding source of those certified expenditures

Use of funds must be in compliance with the state's CCDF State Plan in effect for the contract period.

No restrictions can be placed on use of funds by contributor.

Planned Local Activities to be Certified

☐ **Child Care Quality Improvement**

The funds will be used by the certifying entity for quality improvement activities allowable under TWC rule §809.16.

Source of Local Funds: N/A

Planned Local Certification Amount for Child Care Quality Improvement: $N/A

☒ **Direct Child Care**

The funds will be used for:

- direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Source of Local Funds: State Compensatory Ed. Program Funds and Local Funds

Planned Local Certification Amount for Direct Child Care: $845,000

Planned Use of Federal Matching Funds

Direct Child Care: Funds must be used for direct child care services.

The federal funds will be used:

- for direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Planned Federal Funding Amount for Direct Child Care: $1,690,000

Total planned local and federal funds resulting from Certification of Expenditures: $2,535,000

Docusign Envelope ID: 686E9E15-8CBE-8B06-82F8-DBB85DB59BE8

Donation/Transfer Payment(s) (Local Funds) Schedule

In compliance with the Contributor Agreement section of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below. Pursuant to TWC rule § 800.73(a)(2), the donation(s)/transfer(s) must occur within the effective program year in which the funds are allocated.

Private donor cash donations—submit one signed form to the e-mail address ccm.agreements@twc.texas.gov.

1.	**Donation/Transfer Date:**		**Actual Amount:**	$
2.	**Donation/Transfer Date:**		**Actual Amount:**	$
3.	**Donation/Transfer Date:**		**Actual Amount:**	$
4.	**Donation/Transfer Date:**		**Actual Amount:**	$
5.	**Donation/Transfer Date:**		**Actual Amount:**	$
6.	**Donation/Transfer Date:**		**Actual Amount:**	$
7.	**Donation/Transfer Date:**		**Actual Amount:**	$
8.	**Donation/Transfer Date:**		**Actual Amount:**	$
9.	**Donation/Transfer Date:**		**Actual Amount:**	$
10.	**Donation/Transfer Date:**		**Actual Amount:**	$
11.	**Donation/Transfer Date:**		**Actual Amount:**	$
12.	**Donation/Transfer Date:**		**Actual Amount:**	$
			TOTAL	$

Public Entity Certification of Expenditures (Local Funds) Schedule

In compliance with the Contributor Agreement section of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below. Pursuant to TWC rule §800.73(a)(2), the certification(s) must occur within the effective program year in which the funds are allocated.

Public Entity Transfers and Certifications—submit one copy of the signed form to the e-mail address ccm.agreements@twc.texas.gov.

	Certification Period					Reporting Date		Planned Amount of Expenditures
1.	From	10/01/26	to	12/31/26		01/30/27		$211,250
2.	From	01/01/27	to	03/31/27		04/15/27		$211,250
3.	From	04/01/27	to	06/30/27		07/15/27		$211,250
4.	From	07/01/27	to	09/30/27		10/15/27		$211,250
5.	From		to					$
6.	From		to					$
7.	From		to					$
8.	From		to					$
9.	From		to					$
10.	From		to					$
11.	From		to					$
12.	From		to					$

TOTAL	$845,000
Explanation is required below if reporting dates are outside the contract end date:	

Please call the Board's assigned contract manager if you have questions. An individual may receive and review information that TWC collects by submitting a request at https://www.twc.texas.gov/services/open-records, sending an e-mail to open.records@twc.texas.gov or submitting a request form to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.

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Certification of Expenditures by a Public Entity

Name of Contributing Public Entity: McAllen ISD

The public entity named above certifies expenditures in the amount of $845,000

to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 C.F.R. § 98.55.

By signing below, the public entity named above certifies that the funds specified above:

- are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- are not used to match other federal funds;
- represent expenditures eligible for federal match; and
- do not represent expenditures for public prekindergarten programs as referenced in 45 C.F.R. § 98.55(h).

Signature of authorized agent: _____ **Date:** _____

Printed name of authorized agent: Ms. Lucia Regalado

Title of authorized agent: Board President

Approved as to form:

by: Signed by: Johnathan Ball 5CA2E4011E2047...

Johnathan Ball, Staff Attorney

Docusign Envelope ID: 686E9E15-8CBE-8B06-82F8-DBB85DB59BE8

Joint Certification of Funds Donated to TWC from Private Sources

Name of Donor: N/A

The Donor named above contributes funds in the amount of $N/A

to TWC to be used as state matching funds to draw down available federal matching funds as authorized in CCDF regulations at 45 C.F.R. § 98.55(e)(2).

By signing below, the Donor and TWC certify that the donated funds specified above:

- are available and represent expenditures eligible for federal match;
- are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
- do not revert to the Donor's facility or use; and
- are not used to match other federal funds.

Donor's Certification

Signature of authorized agent: _____ **Date:** _____

Printed name of authorized agent: _____

Title of authorized agent: _____

TWC's Certification

Signature of authorized agent: _____ **Date:** _____

Printed name of authorized agent: Reagan Miller

Title of authorized agent: Director, Child Care & Early Learning Division

Docusign Envelope ID: 686E9E15-8CBE-8B06-82F8-DBB85DB59BE8

Joint Certification of Funds Donated to the Board from Private Sources

Name of Donor: N/A

The Donor named above contributes funds in the amount of $N/A **to the** N/A **Workforce Development Board** to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 C.F.R. § 98.55(e)(2).

By signing below, the Donor, Board, and TWC certify that the donated funds specified above:

- are available and represent expenditures eligible for federal match;
- are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
- do not revert to the Donor's facility or use; and
- are not used to match other federal funds.

Donor's Certification

Signature of authorized agent: _____ **Date:** _____

Printed name of authorized agent: _____

Title of authorized agent: _____

Board's Certification

Signature of authorized agent: _____ **Date:** _____

Printed name of authorized agent: _____

Title of authorized agent: _____

TWC's Certification

Signature of authorized agent: _____ **Date:** _____

Printed name of authorized agent: Reagan Miller

Title of authorized agent: Director, Child Care & Early Learning Division

Docusign Envelope ID: FDD26E0E-DC8B-865D-8094-0B9AAAD51E7F

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

SUBJECT: Discussion and Possible Action on the Participation of MISD Students in the Rio Grande Valley Ballet Company "The Nutcracker"

REFERENCE:

Board Policy FEB (LEGAL) states that "a student not actually on campus when attendance is taken may be considered in attendance for FSP purposes if: The student is participating in a board-approved activity under the direction of a member of the district's staff."

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The production of "The Nutcracker", along with rehearsals and preparation involved by students, meets several of the TEKS for Elementary and Secondary Fine Arts Courses including Perception, Creative Expressions and Creative Performance. For several years, McAllen ISD has had students involved in these performances and we would like to help our students and parents by allowing them to not be penalized for their involvement with these performances. The district will count students present during these performances.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

N/A

LEGAL REVIEW:

None required

BUDGETARY CONSIDERATIONS:

The only cost for the district is to pay for a substitute for the two days a professional staff member will serve as the sponsor.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the recommendation to excuse MISD students and not mark them absent on December 10, & 11, 2026 for the RGV Ballet's Production of "The Nutcracker".

Attachment: ☑

SUBMITTED BY: Signed by: Debra Loya 1A736E96A847473...

SUPERVISOR: DocuSigned by: Albert Canales 7812108836E848C...

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

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

Docusign Envelope ID: C76DB016-DE27-8326-8153-EB77328AA5B4

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

SUBJECT: Discussion and Possible Action on Memorandum of Understanding No. 2027-153 Afterschool Enrichment Programs with Boys & Girls Club of McAllen

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The Boys and Girls Club of McAllen ("BGCM") will provide an after school program for students of the McAllen Independent School District ("District") through the implementation of a curriculum that compliments and enriches the school day. On-site programming will take place at Brown Middle School, Cathey Middle School, Fossum Middle School, Morris Middle School, Travis Middle School, and Seguin Elementary.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The Memorandum of Understanding ("MOU") will allow the District and Boys & Girls Club ("BGCM") to execute programming for students, as well as enhance the quality of after school programming for participating students.

LEGAL REVIEW:

The MOU has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve Memorandum of Understanding No. 2027-153 Afterschool Enrichment Programs with Boys & Girls Club of McAllen, commencing October 21, 2026 through September 30, 2028.

Attachment: ☑

SUBMITTED BY: Signed by: 37364D9C2C30456...

SUPERVISOR: Signed by: Lorena Garcia F91D3BE666D0441...

For further information contact:
Name: Mrs. Elizabeth Cavazos, Director of Strategic Partnerships and Student Outreach
Office: 956-618-6000
eMail:Elizabeth.Cavazos@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BEA13512CA427...

Superintendent of Schools

Docusign Envelope ID: C76DB016-DE27-8326-8153-EB77328AA5B4

BOYS & GIRLS CLUB
OF MCALLEN

This **written agreement** is made between **The Boys & Girls Club of McAllen ("BGCM")** which is non-profit, community-based organization/ fiscal agent at; P.O Box 490; McAllen, Texas 78505 and **McAllen Independent School District ("District")**, which is a local education agency located at 2000 N. 23rd, McAllen, Texas 78501.

1. **TERM:** The term of this agreement ("Agreement") shall be for a term of two (2) years, commencing October 21 2026, through September 30, 2028. All services must be completed during the term of the Agreement. Either party may terminate this Agreement upon thirty (30) days written notice to the other.

2. **TERMINATION OF AGREEMENT:**

   BGCM shall complete all work as outlined in this Agreement included herewith. District shall have the right to terminate this Agreement without cause on thirty (30) days written notice to BGCM.

   In the event District breaches any material term of this Agreement, BGCM may terminate this Agreement upon no less than fifteen (15) days written notice.

3. **BGCM ROLES AND RESPONSIBILITIES:**
   BGCM will:
   A. facilitate the Afterschool Program on the following campuses: Brown MS, Travis MS, Cathey MS, Morris MS, Fossum MS, and Seguin Elementary.
   B. begin programming at 3:30PM and end at 6:00PM at elementary campuses and begin programming at 4:00PM and ending at 6:00PM at. Secondary campuses
   C. ensure each center obtains necessary parental consent forms for students to participate in the Afterschool Program and ensure that a process is in place to document and address emergency situations, including an emergency readiness plan, emergency contact information, and follow-up documentation.
   D. provide a list of participating Afterschool Program students to the District's PEIMS/Data Clerk, as needed to generate the necessary data each semester.
   E. abide by federal and state laws, in addition to all rules and regulations of the District with regards to student data (Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g). Student data shall be used only for the purposes of data reporting for the Afterschool Program and all grant affiliated programs.
   F. ensure a 25-1 child/professional ratio at campus-based Afterschool Program Centers, and provide evidenced based curriculums under the following pillars: education, the arts, health and wellness, workforce readiness, sports and recreation.
   G. BGCM will generate student activity reports for progress monitoring and will report findings to McAllen ISD upon request.
   H. The site-based Afterschool coordinator for each center will have a file set up for each participating student and will maintain and safeguard all files under lock and key in the office of campus designee.
   I. BGCM will take attendance and will report findings to McAllen ISD upon request.

4. **DISTRICT ROLES AND RESPONSIBILITIES:**
   The District will:
   A. host learning centers at the aforementioned sites to include conducive safety spaces for learning including the use of classrooms, gym, computer lab, and outdoor learning spaces.

   B. Offer transportation, at no cost to the student or BGCM, from the following campuses: Milam, Gonzalez, Hendricks, Sanchez, Rayburn, Perez, McAuliffe, Castaneda, Garza, Thigpen-Zavala, Alvarez, Escandon, Roosevelt, and Sam Houston Elementary.

   C. ensure District personnel assist BGCM's Project Director, Site Coordinators, and Grant Compliance Officer with required data collection, reporting, compliance, and evaluation processes for PEIMS.

   D. assist in publicizing, recruiting and retaining a maximum of one hundred twenty (120) students for each assigned center for afterschool services.

Docusign Envelope ID: C76DB016-DE27-8326-8153-EB77328AA5B4

E. integrate the Afterschool Enrichment Program and Afterschool Services into the District's campus improvement plans; and coordinate tutorial services with BGCM teams on site to achieve the most academically appropriate outcomes for students.

F. provide demographic information regarding individual students who participated in the Afterschool Enrichment Program for the purpose of grant compliance, if requested by BGCM each semester. Demographic information includes Social Security / PEIMS numbers, unique state ID, Gender, Birth Date, and Ethnicity.

G. provide, in a manner consistent with federal and state law, aggregate information regarding the educational outcomes of students who participated in the Afterschool Enrichment Program. Information regarding educational outcomes includes information relating to student academic achievement, grades, graduation rates, school attendance, standardized test scores, disciplinary actions, and receipt of special education services.

H. nothing in this memorandum of understanding may be construed to require the District to collect or maintain additional information regarding student participating in the Texas ACE Program or allow the release of information regarding an individual student in a manner not permitted under the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g) or other state or federal law.

5. COST FOR SERVICES:

All services by District and BGCM will be at no charge to either party.

A $25 membership fee per semester will be incurred by each participant at the following campuses: Cathey, Morris, and Fossum. A $25 membership per month will be incurred by each participant at Seguin Elementary.

Travis MS and Brown MS participants will incur no cost for participation as they are privately sponsored.

6. INDEPENDENT CONTRACTOR AND HOLD HARMLESS AGREEMENT:

District and **BGCM** are independent contractors and shall by be solely responsible for payment of their employees and shall provide, if required, workmen's compensation and public liability insurance to protect themselves from liability for injuries or damages to their employees and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local government entity by reason of employment.

BGCM agrees to hold harmless and indemnify District from any liability and/or damages which may directly or indirectly arise from or occur in connection with BGCM's performance under this Agreement or any action, activity or omission incident thereto. Such indemnification shall include but not limited to all District's attorneys' fees and costs incurred in defending or responding to any action brought or threatened against District for any action or omission arising from or incident to BGCM's performance under this Agreement.

7. CRIMINAL BACKGROUND CHECK:

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

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

8. PRE-EMPLOYMNET OR PRE-SERVICE AFFIDAVIT: All personnel subject to Texas Education Code § 22A.055 shall complete the required Texas Education Agency (TEA) prescribed affidavit prior to providing services under this MOU.

Docusign Envelope ID: C76DB016-DE27-8326-8153-EB77328AA5B4

9. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA):

Parental consent must be obtained before personally identifiable information is used for any purpose other than meeting a requirement under the Individuals with Disabilities Education Act or disclosed to anyone other than officials of agencies collecting or using this information. District may not release information from these records without parental consent except as provided in the Family Educational Rights and Privacy Act (FERPA)

10. **CONFIDENTIALITY. HEALTH INSURANCE PROTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE**:

BGCM shall comply with all requirements set forth by the Health Insurance Portability and Accountability Act (HIPAA) including, but not limited to, the requirements for Electronic Data Interchange (EDI) and Privacy.

11. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement of the parties hereto and it may not be changed or altered except by written agreement signed by the parties to this Agreement.

IN WITNESS WHEREOF The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

FISCAL AGENT

Dalinda Gonzalez-Alcantar
Chief Executive Officer

DISTRICT

Ms. Lucia Regalado
Board President

Approved as to form: by:

Signed by:
Jonathan Ball
5C495491E5B04C9...
Jonathan Ball, Staff Attorney

Docusign Envelope ID: 23E3DBFE-C3FC-8C97-80FB-024ED56E8AA5

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

SUBJECT: Report Regarding Elementary and Secondary 2026-2027 First Six Weeks Follow Up to Board Request

REFERENCE: Goal 1- Student Achievement/Student Focus, Strategy 1: Communication, Strategy 4: Learning Experiences, Strategy 6: Preparedness; Goal 2 - People Development

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
This report serves as a follow-up to the September 23, 2026 Special Called Board Meeting presentation. In addition, information in this presentation responds to questions received by board trustees related to the efforts, implementation, and monitoring in aligning with measurable student outcomes provided for the 2026-2027 school year.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS: None

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: None

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

Attachment: ☑

SUBMITTED BY: _____

SUPERVISOR: Signed by: Jeanette C. Nino F9AA5742C941482...

SUPERVISOR: Signed by: Christian Quintanilla A36137BED891473...

For further information contact:
Name: Jeanette Nino and Christian Quintanilla
Office:956-618-6053
eMail:jeanette.nino@mcallenisd.net
christian.quintanilla@mcallenisd.net

Approved for presentation to the Board of Education:

60 Signed by: Rene Gutierrez E0BFA13512CA427... 10/8/2026

Superintendent of Schools

2026 - 2027
First Six Weeks UPDATE: Curriculum, Instruction, and Assessment Supports and Actions for Improving Student Outcomes

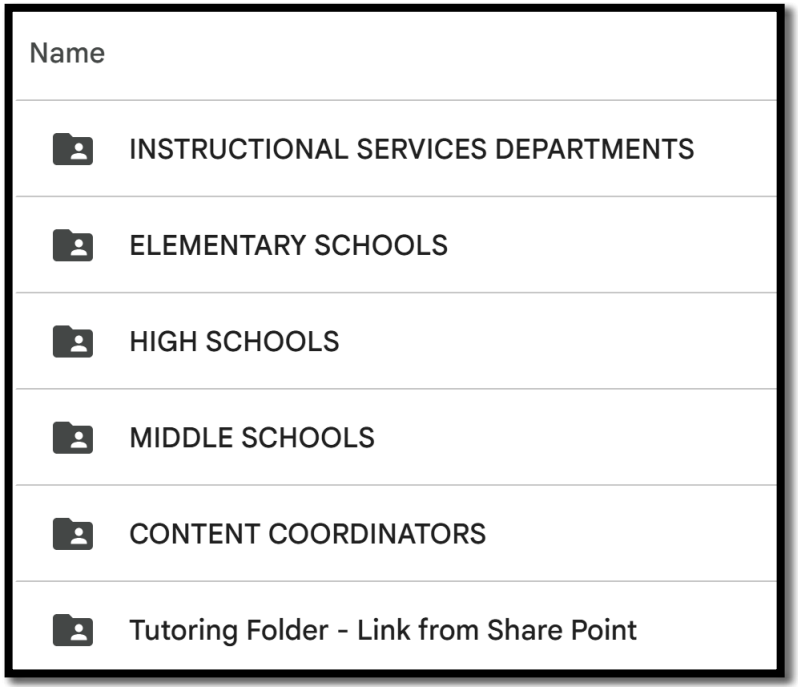
Tuesday, October 20, 2026

Presenters:
Jeanette C. Nino – Associate Superintendent
Christian Quintanilla – Associate Superintendent

Request: Department and Campus Action Plans

This request was received during the Wednesday, September 23, 2026 Special Called Board meeting.

Access was provided to all Trustees on Friday, September 25, 2026.

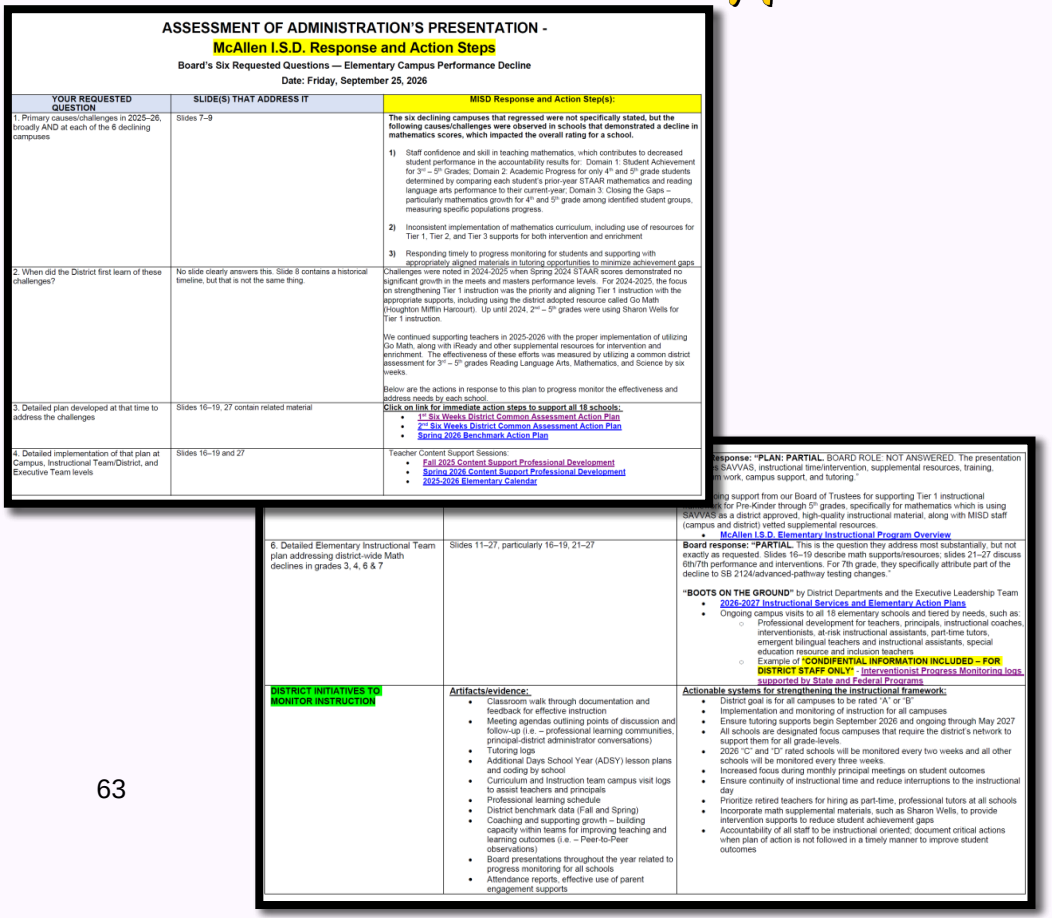


Request: Provide Written Answers to Trustee Questions

Requests submitted via email on:

- **August 28, 2026**
- **September 16, 2026 - Clarification in preparation for the Special Called Board Meeting scheduled for September 23, 2026.**
- **September 25, 2026 – follow up but wanting the information in writing**

The documents shown in this slide were provided to all Trustees on Friday, September 25, 2026.



ASSESSMENT OF ADMINISTRATION'S PRESENTATION -
McAllen I.S.D. Response and Action Steps
Board's Six Requested Questions — Elementary Campus Performance Decline
Date: Friday, September 25, 2026

YOUR REQUESTED QUESTION	SLIDE(S) THAT ADDRESS IT	MISD Response and Action Step(s):
1. Primary causes/challenges in 2025–26, broadly AND at each of the 6 declining campuses	Slides 7–9	**The six declining campuses that regressed were not specifically stated, but the following causes/challenges were observed in schools that demonstrated a decline in mathematics scores, which impacted the overall rating for a school.** 1) Staff confidence and skill in teaching mathematics, which contributes to decreased student performance in the accountability results for: Domain 1: Student Achievement for 3rd – 5th Grades; Domain 2: Academic Progress for only 4th and 5th grade students determined by comparing each student's prior-year STAAR mathematics and reading language arts performance to their current-year; Domain 3: Closing the Gaps – particularly mathematics growth for 4th and 5th grade among identified student groups, measuring specific populations progress. 2) Inconsistent implementation of mathematics curriculum, including use of resources for Tier 1, Tier 2, and Tier 3 supports for both intervention and enrichment 3) Responding timely to progress monitoring for students and supporting with appropriately aligned materials in tutoring opportunities to minimize achievement gaps
2. When did the District first learn of these challenges?	No slide clearly answers this. Slide 8 contains a historical timeline, but that is not the same thing.	Challenges were noted in 2024-2025 when Spring 2024 STAAR scores demonstrated no significant growth in the meets and masters performance levels. For 2024-2025, the focus on strengthening Tier 1 instruction was the priority and aligning Tier 1 instruction with the appropriate supports, including using the district adopted resource called Go Math (Houghton Mifflin Harcourt). Up until 2024, 2nd – 5th grades were using Sharon Wells for Tier 1 instruction. We continued supporting teachers in 2025-2026 with the proper implementation of utilizing Go Math, along with iReady and other supplemental resources for intervention and enrichment. The effectiveness of these efforts was measured by utilizing a common district assessment for 3rd – 5th grades Reading Language Arts, Mathematics, and Science by six weeks. Below are the actions in response to this plan to progress monitor the effectiveness and address needs by each school.
3. Detailed plan developed at that time to address the challenges	Slides 16–19, 27 contain related material	**Click on link for immediate action steps to support all 18 schools:** • 1st Six Weeks District Common Assessment Action Plan • 2nd Six Weeks District Common Assessment Action Plan • Spring 2026 Benchmark Action Plan
4. Detailed implementation of that plan at Campus, Instructional Team/District, and Executive Team levels	Slides 16–19 and 27	Teacher Content Support Sessions: • Fall 2025 Content Support Professional Development • Spring 2026 Content Support Professional Development • 2025-2026 Elementary Calendar
		Response: "PLAN: PARTIAL. BOARD ROLE: NOT ANSWERED. The presentation: …s SAVVAS, instructional time/intervention, supplemental resources, training, …m work, campus support, and tutoring." …oing support from our Board of Trustees for supporting Tier 1 instructional …k for Pre-Kinder through 5th grades, specifically for mathematics which is using SAVVAS as a district approved, high-quality instructional material, along with MISD staff (campus and district) vetted supplemental resources. • McAllen I.S.D. Elementary Instructional Program Overview
6. Detailed Elementary Instructional Team plan addressing district-wide Math declines in grades 3, 4, 6 & 7	Slides 11–27, particularly 16–19, 21–27	**Board response: "PARTIAL.** This is the question they address most substantially, but not exactly as requested. Slides 16–19 describe math supports/resources; slides 21–27 discuss 6th/7th performance and interventions. For 7th grade, they specifically attribute part of the decline to SB 2124/advanced-pathway testing changes." **"BOOTS ON THE GROUND"** by District Departments and the Executive Leadership Team • 2026-2027 Instructional Services and Elementary Action Plans • Ongoing campus visits to all 18 elementary schools and tiered by needs, such as: ○ Professional development for teachers, principals, instructional coaches, interventionists, at-risk instructional assistants, part-time tutors, emergent bilingual teachers and instructional assistants, special education resource and inclusion teachers ○ Example of **"CONDIFENTIAL INFORMATION INCLUDED – FOR DISTRICT STAFF ONLY"** - Interventionist Progress Monitoring logs supported by State and Federal Programs
DISTRICT INITIATIVES TO MONITOR INSTRUCTION	**Artifacts/evidence:** • Classroom walk through documentation and feedback for effective instruction • Meeting agendas outlining points of discussion and follow-up (i.e. – professional learning communities, principal-district administrator conversations) • Tutoring logs • Additional Days School Year (ADSY) lesson plans and coding by school • Curriculum and Instruction team campus visit logs to assist teachers and principals • Professional learning schedule • District benchmark data (Fall and Spring) • Coaching and supporting growth – building capacity within teams for improving teaching and learning outcomes (i.e. – Peer-to-Peer observations) • Board presentations throughout the year related to progress monitoring for all schools • Attendance reports, effective use of parent engagement supports	**Actionable systems for strengthening the instructional framework:** • District goal is for all campuses to be rated "A" or "B" • Implementation and monitoring of instruction for all campuses • Ensure tutoring supports begin September 2026 and ongoing through May 2027 • All schools are designated focus campuses that require the district's network to support them for all grade-levels. • 2026 "C" and "D" rated schools will be monitored every two weeks and all other schools will be monitored every three weeks. • Increased focus during monthly principal meetings on student outcomes • Ensure continuity of instructional time and reduce interruptions to the instructional day • Prioritize retired teachers for hiring as part-time, professional tutors at all schools • Incorporate math supplemental materials, such as Sharon Wells, to provide intervention supports to reduce student achievement gaps • Accountability of all staff to be instructional oriented; document critical actions when plan of action is not followed in a timely manner to improve student outcomes

Elementary Schools: First Six Weeks Progress Report

What Data is Available for the First Six Weeks?

- ✓ **Pre-Kinder – CIRCLE**
- ✓ **Kinder, 1st, and 2nd Grades**
  Math (iReady)
  RLA (Amplify)
- ✓ **3rd – 5th Grades**
  Math (iReady)
  RLA (iReady)
  Science (coming November 2026)

MCALLEN ISD

2026-2027 District State & Local Assessment Calendar
Elementary School Codes

State & Local Elementary	Date	Subject	Grade
MAP Science B.O.Y.	August 31 – September 11, 2026	Science	5th Departmentalized Only
AMPLIFY and iReady B.O.Y. iReady B.O.Y.	August 31 – September 11, 2026	Math & RLA	Kinder – 2nd 3rd – 5th (iReady)
FitnessGram Assessment B.O.Y.	Testing Window – September 8-October 2, 2026 Make-up Testing Window – October 5-October 16, 2026 Data entry DUE DATE in FitnessGram Program -- October 23, 2026	P.E.	3rd – 5th
Pre-K CIRCLE B.O.Y.	September 14 – October 2, 2026 (Direct Assessments) October 5 – 9, 2026 (Observables)	Reading Math	Pre-Kinder Pre-Kinder
Fall Benchmark	November 3 - RLA Grade 5 & Science Grade 3 November 4 - RLA Grade 4 November 5 - RLA Grade 3	RLA Science Math	3rd – 5th
	November 10 - Science Grade 5 & Science Grade 4 November 11 - Math Grade 3 November 12 - Math Grade 4 November 17 - Math Grade 5 ECR Scoring Deadline: November 13, 2026		
AMPLIFY and iReady M.O.Y. iReady M.O.Y.	November 30 – December 11, 2026	Math & Reading	Kinder – 2nd 3rd - 5th (iReady)

MATHEMATICS

Kinder through 5th Grades - Mathematics

Composition of iReady Inform tests for Kinder through 5th Grades:

Domain 1: Number and Operations
Domain 2: Algebra and Algebraic Thinking
Domain 3: Geometry
Domain 4: Measurement and Data

Alignment to Current STAAR 2.0 Assessments in 3rd – 5th Grades:

Reporting Category 1: Numerical Representations and Relationships
Reporting Category 2: Computations and Algebraic Relationships
Reporting Category 3: Geometry and Measurement
Reporting Category 4: Data Analysis and Personal Financial Literacy

Mathematics

Beginning-of-Year (BOY) iReady Inform Kindergarten Results

Campus	Total Students	Students Assessed	% St. Assessed	# St. Two or More Below Grade-Level Placement	% St. Two or More Below Grade-Level Placement	# St. One Below Grade-Level Placement	% St. One Below Grade-Level Placement	% St. On or Above Grade-Level Placement	# St. On or Above Grade-Level Placement
ALVAREZ	54	53	98%	0	0%	50	94%	3	6%
CASTANEDA	58	51	88%	0	0%	42	82%	9	18%
ESCANDON	53	51	96%	0	0%	45	88%	6	12%
FIELDS	39	36	92%	0	0%	35	97%	1	3%
GARZA	48	47	98%	0	0%	38	81%	9	19%
GONZALEZ	105	104	99%	0	0%	80	77%	24	23%
HENDRICKS	60	60	100%	0	0%	50	83%	10	17%
HOUSTON	40	40	100%	0	0%	37	93%	3	8%
JACKSON	67	65	97%	0	0%	60	92%	5	8%
MCAULIFFE	46	43	93%	0	0%	41	95%	2	5%
MILAM	91	87	96%	0	0%	65	75%	22	25%
PEREZ	89	87	98%	0	0%	75	86%	12	14%
RAYBURN	90	86	96%	0	0%	68	79%	18	21%
ROOSEVELT	32	24	75%	0	0%	24	100%	0	0%
SANCHEZ	61	59	97%	0	0%	47	80%	12	20%
SEGUIN	51	50	98%	0	0%	46	92%	4	8%
THIGPEN-ZAVALA	40	40	100%	0	0%	38	95%	2	5%
WILSON	43	36	84%	0	0%	31	86%	5	14%
DISTRICT	**1067**	**1019**	**96%**	**0**	**0%**	**872**	**86%**	**147**	**14%**

2025-2026 B.O.Y.

DISTRICT	1153	1118	97%	0	0%	968	87%	150	13%

Mathematics

Beginning-of-Year (BOY) iReady Inform First Grade Results

Campus	Total Students	Students Assessed	% St. Assessed	# St. Two or More Below Grade-Level Placement	% St. Two or More Below Grade-Level Placement	# St. One Below Grade-Level Placement	% St. One Below Grade-Level Placement	% St. On or Above Grade-Level Placement	# St. On or Above Grade-Level Placement
ALVAREZ	42	41	98%	4	10%	37	90%	0	0%
CASTANEDA	45	42	93%	3	7%	37	88%	2	5%
ESCANDON	61	58	95%	16	28%	41	71%	1	2%
FIELDS	51	48	94%	10	21%	32	67%	6	13%
GARZA	58	56	97%	3	5%	38	68%	15	27%
GONZALEZ	138	137	99%	8	6%	105	77%	24	18%
HENDRICKS	62	61	98%	7	11%	49	80%	5	8%
HOUSTON	46	46	100%	9	20%	33	72%	4	9%
JACKSON	63	63	100%	12	19%	44	70%	7	11%
MCAULIFFE	42	40	95%	4	10%	33	83%	3	8%
MILAM	125	120	96%	8	7%	90	75%	22	18%
PEREZ	90	89	99%	6	7%	69	78%	14	16%
RAYBURN	80	79	99%	7	9%	59	75%	13	16%
ROOSEVELT	44	39	89%	6	15%	28	72%	5	13%
SANCHEZ	69	69	100%	5	7%	53	77%	11	16%
SEGUIN	47	47	100%	13	28%	32	68%	2	4%
THIGPEN-ZAVALA	60	59	98%	18	31%	38	64%	3	5%
WILSON	42	42	100%	10	24%	31	74%	1	2%
DISTRICT	**1165**	**1136**	**98%**	**149**	**13%**	**849**	**75%**	**138**	**12%**

2025-2026 B.O.Y.	**DISTRICT**	**1153**	**1113**	**97%**	**198**	**18%**	**810**	**73%**	**105**	**9%**

Mathematics

McALLEN ISD

Beginning-of-Year (BOY) iReady Inform Second Grade Results

Campus	Total Students	Students Assessed	% St. Assessed	# St. Two or More Below Grade-Level Placement	% St. Two or More Below Grade-Level Placement	# St. One Below Grade-Level Placement	% St. One Below Grade-Level Placement	% St. On or Above Grade-Level Placement	# St. On or Above Grade-Level Placement
ALVAREZ	59	59	100%	23	39%	31	53%	5	8%
CASTANEDA	45	42	93%	18	43%	23	55%	1	2%
ESCANDON	51	49	96%	27	55%	18	37%	4	8%
FIELDS	63	62	98%	26	42%	31	50%	5	8%
GARZA	64	61	95%	16	26%	35	57%	10	16%
GONZALEZ	129	129	100%	26	20%	83	64%	20	16%
HENDRICKS	70	68	97%	26	38%	39	57%	3	4%
HOUSTON	39	39	100%	13	33%	23	59%	3	8%
JACKSON	73	72	99%	23	32%	39	54%	10	14%
MCAULIFFE	37	35	95%	14	40%	19	54%	2	6%
MILAM	133	127	95%	29	23%	72	57%	26	20%
PEREZ	81	80	99%	15	19%	46	58%	19	24%
RAYBURN	83	80	96%	13	16%	55	69%	12	15%
ROOSEVELT	30	30	100%	14	47%	16	53%	0	0%
SANCHEZ	73	72	99%	15	21%	48	67%	9	13%
SEGUIN	62	62	100%	27	44%	31	50%	4	6%
THIGPEN-ZAVALA	45	43	96%	20	47%	23	53%	0	0%
WILSON	38	36	95%	15	42%	17	47%	4	11%
DISTRICT	**1175**	**1146**	**98%**	**360**	**31%**	**649**	**57%**	**137**	**12%**

2025-2026 B.O.Y.	DISTRICT	1194	1158	97%	410	35%	600	52%	148	13%

Mathematics

McALLEN ISD

Beginning-of-Year (BOY) iReady Inform 3rd Grade Results

Campus	Total Students	Students Assessed	% St. Assessed	# St. Two or More Below Grade-Level Placement	% St. Two or More Below Grade-Level Placement	# St. One Below Grade-Level Placement	% St. One Below Grade-Level Placement	% St. On or Above Grade-Level Placement	# St. On or Above Grade-Level Placement
ALVAREZ	36	36	100%	10	28%	18	50%	8	22%
CASTANEDA	42	37	88%	15	41%	19	51%	3	8%
ESCANDON	43	42	98%	16	38%	20	48%	6	14%
FIELDS	62	60	97%	25	42%	31	52%	4	7%
GARZA	54	54	100%	13	24%	29	54%	12	22%
GONZALEZ	130	130	100%	14	11%	68	52%	48	37%
HENDRICKS	78	77	99%	25	32%	42	55%	10	13%
HOUSTON	43	43	100%	20	47%	21	49%	2	5%
JACKSON	81	80	99%	29	36%	40	50%	11	14%
MCAULIFFE	53	49	92%	14	29%	26	53%	9	18%
MILAM	128	123	96%	26	21%	63	51%	34	28%
PEREZ	91	91	100%	24	26%	44	48%	23	25%
RAYBURN	76	74	97%	16	22%	41	55%	17	23%
ROOSEVELT	46	45	98%	19	42%	22	49%	4	9%
SANCHEZ	65	65	100%	24	37%	34	52%	7	11%
SEGUIN	52	51	98%	17	33%	28	55%	6	12%
THIGPEN-ZAVALA	60	58	97%	20	34%	28	48%	10	17%
WILSON	47	46	98%	22	48%	19	41%	5	11%
DISTRICT	**1187**	**1161**	**98%**	**349**	**30%**	**593**	**51%**	**219**	**19%**
DISTRICT	**1220**	**1204**	**99%**	**404**	**34%**	**604**	**50%**	**196**	**16%**

2025-2026 B.O.Y.

Mathematics

McALLEN ISD

Beginning-of-Year (BOY) iReady Inform 4th Grade Results

Campus	Total Students	Students Assessed	% St. Assessed	# St. Two or More Below Grade-Level Placement	% St. Two or More Below Grade-Level Placement	# St. One Below Grade-Level Placement	% St. One Below Grade-Level Placement	% St. On or Above Grade-Level Placement	# St. On or Above Grade-Level Placement
ALVAREZ	41	40	98%	7	18%	26	65%	7	18%
CASTANEDA	54	50	93%	17	34%	23	46%	10	20%
ESCANDON	38	37	97%	17	46%	15	41%	5	14%
FIELDS	67	67	100%	30	45%	24	36%	13	19%
GARZA	65	64	98%	14	22%	37	58%	13	20%
GONZALEZ	137	137	100%	16	12%	65	47%	56	41%
HENDRICKS	74	74	100%	11	15%	41	55%	22	30%
HOUSTON	56	56	100%	14	25%	29	52%	13	23%
JACKSON	82	82	100%	18	22%	41	50%	23	28%
MCAULIFFE	54	51	94%	13	25%	26	51%	12	24%
MILAM	116	113	97%	11	10%	55	49%	47	42%
PEREZ	87	87	100%	19	22%	44	51%	24	28%
RAYBURN	91	90	99%	19	21%	51	57%	20	22%
ROOSEVELT	41	41	100%	16	39%	20	49%	5	12%
SANCHEZ	56	55	98%	13	24%	28	51%	14	25%
SEGUIN	68	68	100%	23	34%	35	51%	10	15%
THIGPEN-ZAVALA	49	49	100%	19	39%	25	51%	5	10%
WILSON	34	33	97%	7	21%	19	58%	7	21%
DISTRICT	1210	1194	99%	284	24%	604	51%	306	26%
DISTRICT	1311	1288	98%	352	27%72	594	46%	297	23%

2025-2026 B.O.Y.

Mathematics

Beginning-of-Year (BOY) iReady Inform 5th Grade Results

Campus	Total Students	Students Assessed	% St. Assessed	# St. Two or More Below Grade-Level Placement	% St. Two or More Below Grade-Level Placement	# St. One Below Grade-Level Placement	% St. One Below Grade-Level Placement	% St. On or Above Grade-Level Placement	# St. On or Above Grade-Level Placement
ALVAREZ	41	41	100%	19	46%	18	44%	4	10%
CASTANEDA	61	58	95%	12	21%	23	40%	23	40%
ESCANDON	49	47	96%	12	26%	30	64%	5	11%
FIELDS	67	65	97%	26	40%	23	35%	16	25%
GARZA	56	55	98%	8	15%	26	47%	21	38%
GONZALEZ	135	133	99%	17	13%	54	41%	62	47%
HENDRICKS	70	68	97%	14	21%	36	53%	18	26%
HOUSTON	52	51	98%	9	18%	30	59%	12	24%
JACKSON	91	90	99%	27	30%	35	39%	28	31%
MCAULIFFE	55	52	95%	10	19%	29	56%	13	25%
MILAM	144	141	98%	20	14%	64	45%	57	40%
PEREZ	100	100	100%	15	15%	40	40%	45	45%
RAYBURN	81	81	100%	7	9%	35	43%	39	48%
ROOSEVELT	58	56	97%	22	39%	28	50%	6	11%
SANCHEZ	85	84	99%	21	25%	41	49%	22	26%
SEGUIN	72	71	99%	27	38%	25	35%	19	27%
THIGPEN-ZAVALA	57	57	100%	13	23%	29	51%	15	26%
WILSON	58	57	98%	22	39%	24	42%	11	19%
DISTRICT	**1332**	**1307**	**98%**	**301**	**23%**	**590**	**45%**	**416**	**32%**
DISTRICT	**1364**	**1353**	**99%**	**321**	**24%**	**646**	**48%**	**352**	**26%**

2025-2026 B.O.Y.

Kinder through 5th Grades - Mathematics

Implications of results:

1) Students are at the beginning of the school year. The great news are students have nine months more to experience on grade-level learning, experiences, and be re-assessed during the middle of year and at the end of the year in the same four domains using iReady Inform.

2) Compared to 2025 – 2026 Beginning of Year results, more students are on grade-level in mathematics in kindergarten, first grade, third grade, fourth grade, and fifth grade.

3) As a result of the re-introduction of the State Board of Education (SBOE) approved math resource, HMH Go Math, in Kinder through 5th grades our data indicates student growth is trending in an upward direction.

Response in action:

1) Focus on implementation and follow-up of math content professional development provided to all kinder through 5th grade teachers during September 2026 to ensure strong tier 1 instruction using high - quality instructional materials.

2) Campus administrators, instructional coaches, and interventionists received training on accessing and utilizing data reports from SAVVAS and iReady. This data is then used to provide tier 2 and tier 3 interventions and enrichment.

3) Ongoing efforts, through professional development, classroom visits, joining planning support sessions, to continue building teacher content knowledge and capacity (TEACHER CONFIDENCE) for delivering and assessing high-quality teaching and learning.

Kinder through 5th Grades - Mathematics

First Six Weeks Tutoring Results (August 17 – September 25, 2026)

1) **Tutoring started September 1st**

2) **A campus folder was created for all schools via the District Share Point Drive.**

- **The information provided in this drive is confidential and access requires district credentials due to the student information provided by each school and requested by the Board of Trustees.**

- **Each campus submits rosters, tutoring plan, and monitoring documents to measure student outcomes in response to alignment with the High Impact Tutoring Framework**



Kinder through 5th Grades – Tutoring Results

First Six Weeks Tutoring Results (August 17 – September 25, 2026)

Approximate Number of students served/attended for all 18 elementary schools	Schedule/ Hours of Tutoring (includes afterschool hours, Saturdays)
8,399 (Pre-K – 5th Grades)	• Reteach and Enrich (offered 45 minutes each school day, Monday through Friday) • 1st six weeks 29 days x 45 minutes/day = 1,305 minutes • 2nd six weeks until October 20th board meeting = 16 days x 45 minutes/day = 720 minutes
1,700	• At a minimum 45 minutes to 1 hour per day • Most schools offer two days per week and • Schools also offer an extra day for language development supports (TELPAS)
270 (6 schools)	Saturday, September 19, 2026



Tier 1 Expectations for Elementary Mathematics

Primary Resource

SAVVAS Envision+ Texas Mathematics

- Adopted for Kindergarten through Algebra I, Algebra II, and Geometry
- Scored 100% for every grade level on all 6 sections of the State Board of Education IMRA (Instructional Materials Review and Approval) rubric

Instructional Time

- Elementary classes provide 90+ minutes of daily mathematics instruction
- Built-in time in master schedule for Tier 2 and 3 intervention = Reteach and Enrich



TEKS/ELPS Alignment	1. Implementation Quality	2. Progress Monitoring	3. Supports for All Learners	4. Depth and Coherence of Key Concepts	5. Balance of Conceptual and Procedural Understanding	6. Productive Struggle
Student TEKS 100%	100%	100%	100%	100%	100%	100%
Student ELPS 100%						



Intervention System



Differentiation Library Teacher's Guide



TEKS Practice Teacher's Guide

SAVVAS realize™





Differentiation Library Teacher's Guide



Hands-On Games



Math and Literacy Mats

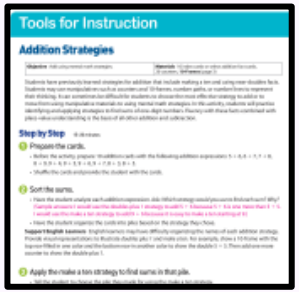
Tier 2 and Tier 3 Supplemental Resources for Elementary Mathematics

Elementary Supplemental Resources

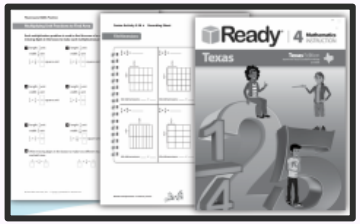
Curriculum Associates

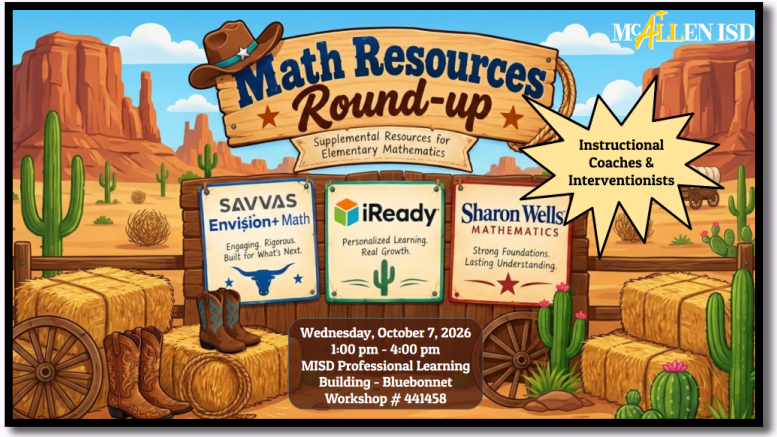
- Think Up Tx!
- Ready Tx Mathematics
- Tools for Instruction

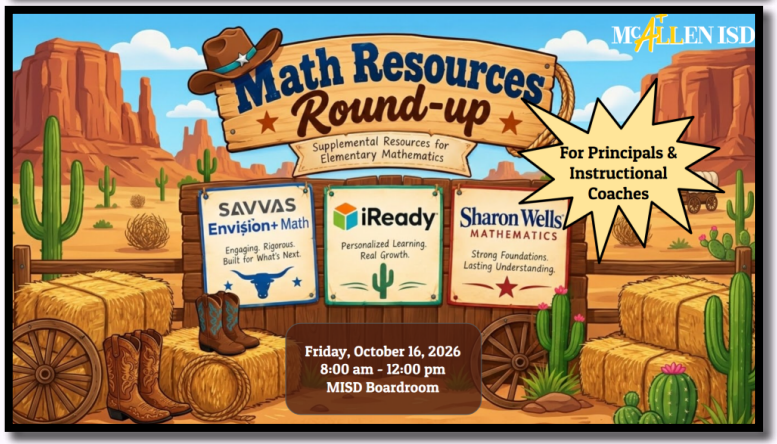
Sharon Wells Mathematics











1st Six Weeks Goals and Additional Tutoring Information

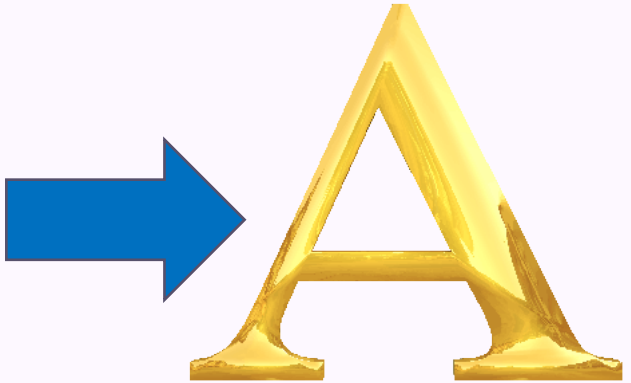
- Each school conducted a campus action presentation over the first six weeks. In each of these presentation folders, campus leaders provided goals by subject and grade-level. In addition, the tutoring logs, plans, and schedules are provided.
- The Board of Trustees was provided access to view all school presentations on Friday, September 25, 2026. The access also includes district Departments and Content Coordinators action plans.

District's 2026 Domain Scores Based on Proportional Weighting	District Domain 1 Score (Capped at 89 if District's D2 score <60 or if any campus D1 score <70 or any AEA D1 score <60)	89	District Domain 2A Score	79	District Domain 2B Score	91	District Domain 3 Score (Capped at 89 if: any campus D3 score <70 or any AEA D3 score <60)	88

Gatekeeper Rules for District:
Overall Rating: A district's overall scale score is capped at an 89 if any campus has an overall scale score <70 (or <60 if the campus is AEA)
Domain Rating: A district's domain scale score is capped at an 89 if any campus has a scale score <70 in that domain (or <60 if the campus is AEA)

70% of District Rating (Better of Domain 1 or Domain 2) *NOTE: The District's Domain II score is capped at 89 if the district's D2-A or D2-B score <60 or if any campus Domain II score <70 or AEA Domain II score <60*	91	x .70	63.7
30% of District Rating (Domain 3)	88	x .30	26.4
District's 2026 Overall Score *Applying 3 Fs Rule, 70 Rule, or Overall Cap Rule if appplicable*			89
District's 2026 Overall Letter Grade			B

2026 McAllen I.S.D. Accountability Rating*
(pending appeal response)



***All "A" and "B" rated schools to attain an overall District "A" accountability rating.**

FIRST SIX WEEKS PROFESSIONAL LEARNING EFFECTIVENESS REPORT AND OUTCOMES

1st Six Weeks Professional Learning Effectiveness Report and Outcomes

Content Support Exit Ticket 26-27

Thank you for your attention and cooperation!

Grade Level *

- ○ Pre-Kinder
- ○ Kinder
- ○ 1st Grade
- ○ 2nd Grade
- ○ 3rd Grade
- ○ 4th Grade
- ○ 5th Grade
- ○ Other: _____

1st Six Weeks Professional Learning Effectiveness Report and Outcomes

Subject(s) *

- [ ] Math
- [ ] Reading Language Arts
- [ ] Science/Social Studies
- [ ] Texas Reading Academies

The objectives for today's session were clearly stated and met. *

- ○ Strongly agree
- ○ Agree
- ○ Neutral
- ○ Disagree
- ○ Strongly disagree

The information and strategies presented were relevant to my instructional practice. *

- ○ Strongly agree
- ○ Agree
- ○ Neutral
- ○ Disagree
- ○ Strongly disagree

I have a clearer understanding of how to apply what I learned in my practice. *

- ○ Strongly agree
- ○ Agree
- ○ Neutral
- ○ Disagree
- ○ Strongly disagree

1st Six Weeks Professional Learning Effectiveness Report and Outcomes

What were your key takeaways from this session? *

Your answer

Please provide any additional comments or feedback regarding this session.

Your answer

Submit

Clear form

1st Six Weeks Professional Learning Effectiveness Report and Outcomes



Form_Responses

Timestamp	Grade Level	Subject(s)	The objectives for today's session were clearl	The information and strategies presented wel	I have a clearer understanding of hov
9/8/2026 15:21:56	5th Grade	Math	Agree	Agree	Agree
9/8/2026 15:22:16	5th Grade	Math	Agree	Agree	Agree
9/8/2026 15:22:22	5th Grade	Math	Strongly agree	Strongly agree	Strongly agree
9/8/2026 15:23:04	5th Grade	Math	Strongly agree	Strongly agree	Strongly agree
9/8/2026 15:23:13	Sped	Math	Strongly agree	Strongly agree	Strongly agree

SECONDARY

FIRST SIX WEEKS

PROFESSIONAL LEARNINGEFFECTIVENESS REPORT AND OUTCOMES

SECONDARY 1st Six Weeks Professional Learning Effectiveness Report and Outcomes



Grade Level of session you attended: *

- ○ 6th Grade
- ○ 7th Grade
- ○ 8th Grade
- ○ English I
- ○ English II
- ○ English III/IV

How useful or relevant was the information you received at the FALL Content Support session? *

	1	2	3	4	5	
Not at all	○	○	○	○	○	Very useful and relevant

SECONDARY 1st Six Weeks Professional Learning Effectiveness Report and Outcomes

Which activity/strategy are you most excited about implementing in your classroom? *

- [ ] What's the headline? Reflection
- [ ] Allusion: Think-Ink-Pair-Share & Anchor Chart (if applicable)
- [ ] Pause and Ponder Poetry Reflection (if applicable)
- [ ] Picture Analysis (if applicable)
- [ ] Timeline Mapping
- [ ] Wall of WIsdom (to layer on the Timeline Mapping)
- [ ] Post-Mortem of a Poem (if applicable)
- [ ] Curated Cube (English II)
- [ ] Your Two Cents Discussion
- [ ] Essay Prompt
- [ ] Other:

Is there something we could do to improve your overall experience at our Content Support sessions? *

Your answer

What kind of strategies, content, or information would you like to see covered at the SPRING Content Support session? *

Your answer

SECONDARY 1st Six Weeks Professional Learning Effectiveness Report and Outcomes

Is there something we could do to improve your overall experience at our Content Support sessions?

Response Summary:

Positive Feedback and Appreciation: Sessions are highly valued for providing practical, applicable strategies, engaging activities, and collaboration time, with multiple expressions of gratitude for the coordinators' support, creativity, and leadership.

Suggestions for Enhancement: Ideas for improvement include providing ways to differentiate lessons rather than having teachers complete activities, randomizing seating to encourage cross-school collaboration, and hosting sessions more frequently.

What kind of strategies, content, or information would you like to see covered at the SPRING Content Support session?

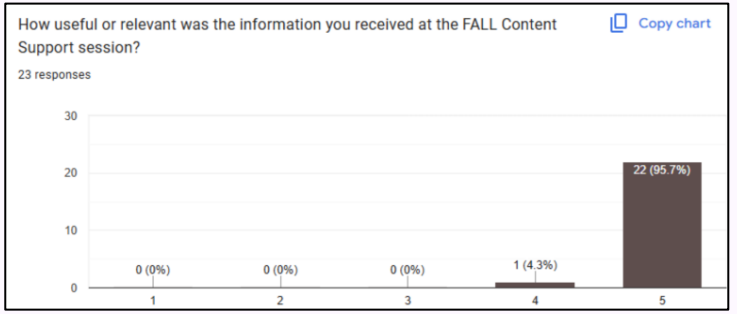
Response Summary:

Instructional Strategies and Activities: Focus on argumentative unit activities, project-based learning, collaborative and small group tasks, poetry activities, and strategies for teaching nonfiction using anchor texts.

Assessment and Test Preparation: Request guidance on limited-time test preparation, STAAR testing strategies, test updates and key objectives, revising and editing practice resources, and DMAC test creation.

Writing and Technical Skills: Explore ways to dig deeper into explanations for Extended Constructed Responses (ECR) and Short Constructed Responses (SCR), strategies for chunking ECR lessons, deep dives into TEAL, and lessons on sentence combining, grammar, and figurative language.

Content and Thematic Units: Incorporate Biblical or historical allusions alongside Greek myths.



What is the Effectiveness of Interventions and Outcomes?

Quantitative Data	Qualitative Data
• Beginning of the Year Assessment • Campus based assessment growth • Movement toward grade-level proficiency • STAAR/ EOC, benchmark, and progress monitoring trends • Intervention attendance Disaggregate by grade, content, campus and student group.	• Observables and student work samples • Classroom walkthroughs • Instructional observations • Teacher reflection and intervention fidelity • Student engagement and confidence • Patterns in error, misconceptions and learning needs. Interconnect evidence to explain results and guide action.

READING
LANGUAGE ARTS

Kinder through 2nd Grade – Reading Language Arts

Composition of mClass Amplify Kinder through 2nd Grade:

mClass Amplify is a universal screener focused on foundational skills and comprehension. The screener is composed of the Dynamic Indicators of Basic Early Literacy Skills (DIBELS measures) listed below:

Measure	Grade K	Grade 1	Grade 2
Letter Naming Fluency	✓	✓	
Phonemic Segmentation Fluency	✓	✓	
Nonsense Word Fluency	✓	✓	✓
Word Reading Fluency	✓	✓	✓
Oral Reading Fluency		✓	✓
Maze (Basic Comprehension)			✓

READING LANGUAGE ARTS

McALLEN ISD

Beginning-of-Year (BOY) mClass Amplify Kinder Results

School	Total Students Tested @ BOY	# Students Tested	Well Below Benchmark	# Students Tested	Below Benchmark	# Students Tested	At Benchmark	# Students Tested	Above Benchmark
Alvarez	54	14	26%	16	30%	13	24%	11	20%
Castaneada	58	29	50%	6	10%	8	14%	15	26%
Escandon	49	16	33%	10	20%	17	35%	6	12%
Fields	37	16	43%	11	30%	10	27%	0	0%
Garza	50	10	20%	10	20%	11	22%	19	38%
Gonzalez	108	25	23%	16	15%	19	18%	48	44%
Hendricks	61	19	31%	20	33%	8	13%	14	23%
Houston	41	21	51%	7	17%	6	15%	7	17%
Jackson	67	28	42%	19	28%	15	22%	5	7%
McAuliffe	45	15	33%	9	20%	13	29%	8	18%
Milam	84	13	15%	13	15%	30	36%	28	33%
Perez	90	19	21%	11	12%	26	29%	34	38%
Rayburn	86	12	14%	17	20%	25	29%	32	37%
Roosevelt	24	5	21%	5	21%	7	29%	7	29%
Sanchez	61	20	33%	6	10%	11	18%	24	39%
Seguin	50	30	60%	10	20%	8	16%	2	4%
Thigpen Zavala	40	10	25%	12	30%	12	30%	6	15%
Wilson	45	26	58%	8	18%	4	9%	7	16%
District	**1050**	**328**	**31%**	**206**92	**20%**	**243**	**23%**	**273**	**26%**

District	**1172**	**326**	**28%**	**227**	**19%**	**284**	**24%**	**335**	**29%**

2025-2026 B.O.Y.

READING LANGUAGE ARTS

McALLEN ISD

Beginning-of-Year (BOY) mClass Amplify First Grade Results

School	Total Students Tested @ BOY	# Students Tested	Well Below Benchmark	# Students Tested	Below Benchmark	# Students Tested	At Benchmark	# Students Tested	Above Benchmark
Alvarez	43	16	37%	10	23%	9	21%	8	19%
Castaneada	46	17	37%	6	13%	18	39%	5	11%
Escandon	56	19	34%	12	21%	12	21%	13	23%
Fields	49	13	27%	7	14%	12	24%	17	35%
Garza	59	11	19%	12	20%	18	31%	18	31%
Gonzalez	138	16	12%	14	10%	40	29%	68	49%
Hendricks	59	12	20%	4	7%	26	44%	17	29%
Houston	47	21	45%	4	9%	7	15%	15	32%
Jackson	62	14	23%	6	10%	19	31%	23	37%
McAuliffe	41	9	22%	9	22%	13	32%	10	24%
Milam	125	32	26%	12	10%	35	28%	46	37%
Perez	89	13	15%	14	16%	30	34%	32	36%
Rayburn	82	14	17%	8	10%	26	32%	34	41%
Roosevelt	38	18	47%	7	18%	8	21%	5	13%
Sanchez	71	26	37%	6	8%	14	20%	25	35%
Seguin	42	14	33%	8	19%	11	26%	9	21%
Thigpen Zavala	60	21	35%	5	8%	21	35%	13	22%
Wilson	55	26	47%	9	16%	13	24%	7	13%
District	**1162**	**312**	**27%**	**153** 93	**13%**	**332**	**29%**	**365**	**31%**

District	**1155**	**340**	**29%**	**152**	**13%**	**318**	**28%**	**345**	**30%**

2025-2026 B.O.Y.

READING LANGUAGE ARTS

McALLEN ISD

Beginning-of-Year (BOY) mClass Amplify Second Grade Results

School	Total Students Tested @ BOY	# Students Tested	Well Below Benchmark	# Students Tested	Below Benchmark	# Students Tested	At Benchmark	# Students Tested	Above Benchmark
Alvarez	57	25	44%	6	11%	14	25%	12	21%
Castaneada	42	15	36%	7	17%	12	29%	8	19%
Escandon	45	18	40%	6	13%	14	31%	7	16%
Fields	60	27	45%	7	12%	24	40%	2	3%
Garza	63	14	22%	9	14%	16	25%	24	38%
Gonzalez	130	22	17%	12	9%	35	27%	61	47%
Hendricks	71	20	28%	5	7%	21	30%	25	35%
Houston	41	8	20%	5	12%	18	44%	10	24%
Jackson	87	22	25%	11	13%	26	30%	28	32%
McAuliffe	34	10	29%	6	18%	9	26%	9	26%
Milam	160	35	22%	11	7%	49	31%	65	41%
Perez	82	16	20%	9	11%	26	32%	31	38%
Rayburn	77	13	17%	7	9%	24	31%	33	43%
Roosevelt	29	12	41%	3	10%	9	31%	5	17%
Sanchez	78	13	17%	10	13%	20	26%	35	45%
Seguin	60	18	30%	3	5%	15	25%	24	40%
Thigpen Zavala	44	21	48%	8	18%	10	23%	5	11%
Wilson	36	14	39%	5	14%	8	22%	9	25%
District	**1196**	**323**	**27%**	**130** 94	**11%**	**350**	**29%**	**393**	**33%**

2025-2026 B.O.Y.

District	1205	325	27%	136	11%	325	27%	419	35%

Kinder through 2nd Grade – Reading Language Arts

Implications of results:

1) Students are at the beginning of the school year. The great news are students have nine months to experience on grade-level learning, experiences, and be re-assessed during the middle of year and at the end of the year.

2) In comparison to last year data for the beginning of the year:
   - Kinder: 4% less students at grade level
   - 1st grade: 2% more students at grade level
   - 2nd grade: Same percentage of students at grade level

3) It is important to note that as our students spend more time in our schools, the percentage of students that are at or above grade level increases from Kinder to 2nd grade.
   - K: 49% at or above grade level
   - 1st: 60% at or above grade level
   - 2nd: 62% at or above grade level

Response in action:

1) Focus on implementation and follow-up of content professional development in Reading Language Arts provided to all kinder through 2nd grade teachers during September/October 2026 to ensure strong tier 1 instruction.

2) Focus on implementation and follow-up of content professional development in Foundational Skills provided to all kinder through 2nd grade teachers during September/October 2026 to ensure strong tier 2 and tier 3 interventions.

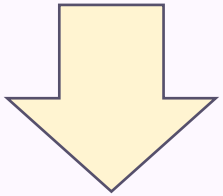
3) Ongoing efforts, through professional development, classroom visits, joining planning support sessions, to continue building teacher content knowledge and capacity (TEACHER CONFIDENCE) for delivering and assessing high-quality teaching and learning.

3rd through 5th Grade – Reading Language Arts

McALLEN ISD

Composition of iReady Inform tests for 3rd through 5th Grade:

Domain 1: Phonological Awareness
Domain 2: Phonics
Domain 3: High Frequency Words
Domain 4: Vocabulary
Domain 5: Comprehension – Literary text
Domain 6: Comprehension – Informational Text



Alignment to Current STAAR 2.0 Assessments in 3rd – 5th Grade:

Reporting Category 1: Reading
Reporting Category 2: Writing

READING LANGUAGE ARTS

McALLEN ISD

Beginning-of-Year (BOY) iReady Third Grade Results

Campus	Total Students	Students Assessed	% St. Assessed	# St. Two or More Below Grade-Level Placement	% St. Two or More Below Grade-Level Placement	# St. One Below Grade-Level Placement	% St. One Below Grade-Level Placement	% St. On or Above Grade-Level Placement	# St. On or Above Grade-Level Placement
ALVAREZ	36	27	75%	8	30%	9	33%	10	37%
CASTANEDA	42	36	86%	14	39%	8	22%	14	39%
ESCANDON	43	42	98%	18	43%	9	21%	15	36%
FIELDS	62	60	97%	35	58%	10	17%	15	25%
GARZA	54	54	100%	14	26%	11	20%	29	54%
GONZALEZ	130	127	98%	13	10%	30	24%	84	66%
HENDRICKS	78	77	99%	19	25%	26	34%	32	42%
HOUSTON	43	43	100%	18	42%	12	28%	13	30%
JACKSON	81	79	98%	25	32%	22	28%	32	41%
MCAULIFFE	53	49	92%	17	35%	15	31%	17	35%
MILAM	128	122	95%	27	22%	22	18%	73	60%
PEREZ	91	91	100%	20	22%	19	21%	52	57%
RAYBURN	76	74	97%	8	11%	15	20%	51	69%
ROOSEVELT	46	45	98%	26	58%	11	24%	8	18%
SANCHEZ	65	63	97%	24	38%	13	21%	26	41%
SEGUIN	52	51	98%	21	41%	16	31%	14	27%
THIGPEN-ZAVALA	60	58	97%	27	47%	13	22%	18	31%
WILSON	47	46	98%	25	54%	10	22%	11	24%
DISTRICT	**1187**	**1144**	**96%**	**359**	**31%**	**271**	**24%**	**514**	**45%**

2025-2026 B.O.Y.	**DISTRICT**	**1220**	**1192**	**98%**	**380**	**32%**	**300**	**25%**	**512**	**43%**

READING LANGUAGE ARTS

McALLEN ISD

Beginning-of-Year (BOY) iReady Fourth Grade Results

Campus	Total Students	Students Assessed	% St. Assessed	# St. Two or More Below Grade-Level Placement	% St. Two or More Below Grade-Level Placement	# St. One Below Grade-Level Placement	% St. One Below Grade-Level Placement	% St. On or Above Grade-Level Placement	# St. On or Above Grade-Level Placement
ALVAREZ	41	41	100%	12	29%	20	49%	9	22%
CASTANEDA	54	50	93%	10	20%	27	54%	13	26%
ESCANDON	38	36	95%	12	33%	16	44%	8	22%
FIELDS	67	67	100%	20	30%	28	42%	19	28%
GARZA	65	64	98%	9	14%	32	50%	23	36%
GONZALEZ	137	135	99%	10	7%	50	37%	75	56%
HENDRICKS	74	73	99%	11	15%	35	48%	27	37%
HOUSTON	56	56	100%	16	29%	27	48%	13	23%
JACKSON	82	82	100%	21	26%	35	43%	26	32%
MCAULIFFE	54	50	93%	10	20%	26	52%	14	28%
MILAM	116	113	97%	12	11%	45	40%	56	50%
PEREZ	87	86	99%	11	13%	30	35%	45	52%
RAYBURN	91	90	99%	11	12%	43	48%	36	40%
ROOSEVELT	41	41	100%	17	41%	17	41%	7	17%
SANCHEZ	56	53	95%	7	13%	31	58%	15	28%
SEGUIN	68	68	100%	24	35%	33	49%	11	16%
THIGPEN-ZAVALA	49	48	98%	18	38%	19	40%	11	23%
WILSON	34	33	97%	11	33%	11	33%	11	33%
DISTRICT	**1210**	**1186**	**98%**	**242**	**20%**	**525**	**44%**	**419**	**35%**

2025-2026 B.O.Y.	DISTRICT	1310	1282	98%	351	27%	536	42%	395	31%

READING LANGUAGE ARTS

McALLEN ISD

Beginning-of-Year (BOY) iReady Fifth Grade Results

Campus	Total Students	Students Assessed	% St. Assessed	# St. Two or More Below Grade-Level Placement	% St. Two or More Below Grade-Level Placement	# St. One Below Grade-Level Placement	% St. One Below Grade-Level Placement	% St. On or Above Grade-Level Placement	# St. On or Above Grade-Level Placement
ALVAREZ	41	34	83%	22	65%	6	18%	6	18%
CASTANEDA	61	56	92%	18	32%	20	36%	18	32%
ESCANDON	49	44	90%	23	52%	15	34%	6	14%
FIELDS	67	64	96%	29	45%	18	28%	17	27%
GARZA	56	55	98%	13	24%	23	42%	19	35%
GONZALEZ	135	135	100%	29	21%	27	20%	79	59%
HENDRICKS	70	67	96%	24	36%	17	25%	26	39%
HOUSTON	52	51	98%	19	37%	11	22%	21	41%
JACKSON	91	89	98%	39	44%	20	22%	30	34%
MCAULIFFE	55	51	93%	20	39%	18	35%	13	25%
MILAM	144	140	97%	36	26%	43	31%	61	44%
PEREZ	100	100	100%	22	22%	22	22%	56	56%
RAYBURN	81	80	99%	25	31%	23	29%	32	40%
ROOSEVELT	58	55	95%	37	67%	10	18%	8	15%
SANCHEZ	85	80	94%	23	29%	23	29%	34	43%
SEGUIN	72	68	94%	37	54%	20	29%	11	16%
THIGPEN-ZAVALA	57	55	96%	30	55%	16	29%	9	16%
WILSON	58	57	98%	32	56%	11	19%	14	25%
DISTRICT	**1332**	**1281**	**96%**	**478**	**37%**	**343**	**27%**	**460**	**36%**

2025-2026 B.O.Y.	**DISTRICT**	**1364**	**1331**	**98%**	**504**	**38%**	**391**	**29%**	**436**	**33%**

3rd through 5th Grade – Reading Language Arts

Implications of results:

1) Students are at the beginning of the school year. The great news are students have nine months to experience on grade-level learning, experiences, and be re-assessed during the middle of year and at the end of the year in the same four domains using iReady Inform.

2) Compared to 2025–2026 Beginning of Year results, more students are on grade-level in reading in 3rd, 4th & 5th grade.

Response in action:

1) Focus on implementation and follow-up of content professional development in Reading Language Arts provided to all 3rd through 5th grade teachers during September 2026 to ensure strong Tier 1 instruction.

2) Continue to support campuses during grade level planning to ensure consistent implementation of intervention strategies during Tier 2 and Tier 3 instruction.

3) Ongoing efforts, through professional development, classroom visits, joining planning support sessions, to continue building teacher content knowledge and capacity (TEACHER CONFIDENCE) for delivering and assessing high-quality teaching and learning.

SCIENCE

Elementary Science: 2026 Data Highlights

14 out of 18 Elementary Campuses Received Distinctions

Elementary Science STAAR 2025 vs. 2026

	STAAR 2025 DOMAIN I	STAAR 2026 DOMAIN I
McAllen ISD	69(D)	79(C)

Growth Mindset Goal
Continue to help students move towards the **Meets & Masters** Performance Levels

Gains across performance levels

2025-26 Texas Performance Reporting System (TPRS)

Texas Education Agency
2025-26 STAAR Performance
MCALLEN ISD (108906) - HIDALGO COUNTY

	School Year	State	Region	District	Points Increase
Grade 5 Science					
At Approaches Grade Level or Above (43%)	2026	66%	70%	**79%**	6
	2025	65%	69%	**73%**	
At Meets Grade Level or Above (63%)	2026	38%	41%	**51%**	14
	2025	31%	33%	**37%**	
At Masters Grade Level (77%)	2026	18%	21%	**28%**	10
	2025	12%	14%	**18%**	

Elementary Science Vertical Alignment

Resources

- McGraw Hill
  - Tier 1 Resource – 100% TEKS Aligned & State Board Approved
  - Elementary
    - K - 5
  - EduSmart – Supplemental Resource
  - Elementary (K – 5)
- Explore Learning Gizmos – Supplemental Resource
  - Elementary (3 – 5)



Data

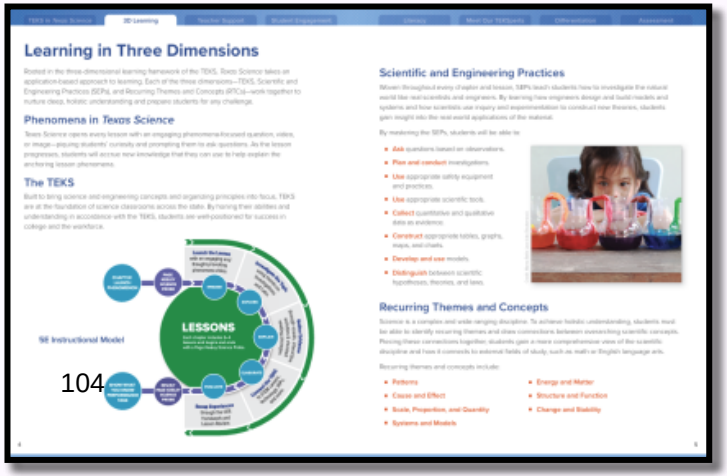
- 2025 vs 2026 Data
  - Improvements all around
    - Performance Levels
    - Domain I Letter Grade
    - Earned Science Distinctions
    - Above State & Region!

Elementary Science

Content Learning Framework

- **80% Scientific and Engineering Practices:** Kinder- 1st Grade
- **60% Scientific and Engineering Practices:** 2nd-3rd Grade
- **50% Scientific and Engineering Practices** 4th-5th Grade
  - **3D Science** (Standards, Recurring Themes &Concepts, and Scientific & Engineering Practices)





Elementary Science

McALLEN ISD

Instructional Goals:

- Content Knowledge of Teacher
- Implementation of District Resources
- Background Knowledge of Students
- Hands-on Science

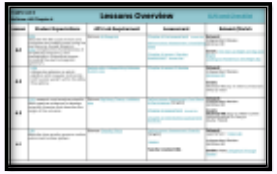
Supports in Place:

- Professional Development
  - All Grade levels in the fall; 5th grade in Spring (STAAR)
- Classroom Visits
- Teacher Planning Support
- Build Capacity at the Campus level
  - Instructional Coaches
- Science Paloozas- Spring
  - All campuses
- Science Blitz by six weeks
  - Available for all
  - Priority campus support with District Science Coach













SECONDARY

SECONDARY FIRST SIX WEEKS PROGRESS REPORT

SECONDARY MATHEMATICS

Middle School Mathematics

McALLEN ISD

Beginning of the Year

6th Grade Math BOY Results: 2026-2027

Campus	STAAR 2026				2026 BOY		
	Letter Grade	Approaches %	Meets %	Masters %	Approaches %	Meets %	Masters %
Brown	C	83%	46%	11%	30%	2%	0%
Cathey	C	83%	45%	13%	38%	1%	0%
DeLeon	D	73%	26%	7%	20%	1%	0%
Fossum	C	78%	37%	5%	36%	2%	0%
Morris	C	73%	36%	12%	46%	3%	0%
Travis	F	61%	15%	2%	29%	2%	0%
DISTRICT	C	76%	36%	9%	35%	2%	0%
Region		71%	34%	11%			
State		73%	39%	15%			

Middle School Mathematics

McALLEN ISD

Beginning of the Year

7th Grade Math BOY Results: 2026-2027

Campus	STAAR 2026				2026 BOY		
	Letter Grade	Approaches %	Meets %	Masters %	Approaches %	Meets %	Masters %
Brown	F	39%	22%	9%	23%	5%	1%
Cathey	D	45%	30%	21%	38%	12%	1%
DeLeon	D	51%	34%	10%	45%	11%	0%
Fossum	B	67%	53%	27%	40%	10%	1%
Morris	C	62%	42%	29%	53%	21%	0%
Travis	F	47%	25%	4%	21%	3%	1%
DISTRICT	D	54%	36%	19%	40%	13%	1%
Region		46%	26%	6%			
State		48%	29%	9%			

Middle School Mathematics

McALLEN ISD

Beginning of the Year

8th Grade Math BOY Results: 2026-2027

Campus	STAAR 2026				2026 BOY		
	Letter Grade	Approaches %	Meets %	Masters %	Approaches %	Meets %	Masters %
Brown	B	85%	55%	20%	6%	0%	0%
Cathey	B	84%	64%	23%	18%	2%	0%
DeLeon	B	79%	56%	21%	24%	4%	0%
Fossum	A	89%	73%	44%	19%	0%	0%
Morris	A	95%	82%	38%	28%	4%	0%
Travis	B	85%	69%	24%	20%	1%	0%
DISTRICT	A	87%	68%	30%	19%	2%	0%
Region		78%	54%	18%			
State		73%	47%	16%			

Secondary Mathematics: Algebra I

McALLEN ISD

Beginning of the Year

Algebra I BOY Results: 2026-2027

Campus	STAAR 2026				2026 BOY		
	Letter Grade	Approaches %	Meets %	Masters %	Approaches %	Meets %	Masters %
AECHS	A	97%	79%	47%	71%	6%	0%
Collegiate							
Lamar							
McHi	C	87%	56%	24%	42%	1%	0%
Memorial	C	86%	51%	18%	39%	4%	0%
Rowe	C	83%	51%	30%	34%	1%	0%
Brown	A	100%	100%	100%	84%	7%	0%
Cathey	A	100%	100%	94%	71%	14%	1%
De Leon	A	100%	93%	72%	91%	17%	0%
Fossum	A	100%	100%	100%	94%	36%	2%
Morris	A	100%	98%	96%	96%	28%	4%
Travis	A	100%	97%	97%	90%	25%	0%
District	B	91%	69%	44%	57%	10%	1%
Region		84%	55%	30%			
State		82%	54%	30%			

Secondary - Mathematics

Implications of results:

1) The Beginning-of-the-Year assessment was given to students before the end of the first Grading Period. Students will continue learning and growing throughout the rest of the academic year.

2) Student assessments are tied to new Courses.

3) Historically, students improve from BOY & Fall Mini-Assessment to the Spring Benchmark and STAAR/EOC assessment.

Response in action:

1) TEKS-Aligned Professional Learning provided to all teachers. Including new textbook professional learning.

2) Students will receive support through a prescribed individualized learning pathway.

3) Support provided in the areas of teacher development through professional learning opportunities, curriculum through the creation of resources to meet student needs, and campus support through classroom visits and coaching.

4) Progress Monitoring will continue through grading period assessments and Fall/Spring benchmarks.

5) Campus administration presence in the Content Support Sessions to ensure implementation and follow-up of research-based strategies.

SECONDARY MATHEMATICS 2026 SPRING STAAR RESULTS

Secondary Mathematics

6th Grade STAAR Results	
District	**75%, 35%, 9%**
Region	71%, 34%, 11%
State	73%, 39%, 15%

8th Grade STAAR Results	
District	**86%, 66%, 29%**
Region	78%, 54%, 18%
State	73%, 47%, 16%

7th Grade STAAR Results	
District	**53%, 36%, 18%**
Region	46%, 26%, 6%
State	48%, 29%, 9%

Algebra I EOC Results	
District	**91%, 69%, 44%**
Region	84%, 55%, 30%
State	82%, 54%, 30%

In 7th, 8th & Algebra, our students scored higher than the Region and the State on all 3 categories **Approaches**, **Meets** & **Masters**.

In 6th grade, our students scored higher than the Region and State only in the **Approaches** level.

McAllen I.S.D. Secondary Students Outperformed Compared to Peers Across the State and Region One

Middle School 2026 Spring Mathematics Results: Accelerated Testers

6th/7th Accelerated STAAR Summary Report

(2025-2026 school year)

School	Total # of 6th/7th grade students that passed 7th math STAAR (Approaches) 2025-2026	Total # of 6th/7th grade students that passed 7th math STAAR (Meets) 2025-2026	Total # of 6th/7th grade students that passed 7th math STAAR (Masters) 2025-2026
Brown	12/12 = 100%	12/12 = 100 %	8/12 = 67%
Cathey	45/45 = 100%	42/45 = 93%	32/45 = 71%
De Leon	53/53 = 100%	49/53 = 92%	18/53 = 34%
Fossum	54/54 = 100%	54/54 = 100%	44/54 = 81%
Morris	66/66 =100%	66/66 = 100%	69/66 = 89%
Travis	14/14 = 100%	13/14 = 93%	5/14 = 36%
District	244/244 = 100%	236/244 = 97%	176/244 = 72%

Middle School 2026 Spring Mathematics Results: Accelerated Testers

McALLEN ISD

7th/8th Accelerated STAAR Summary Report

(2025-2026 school year)

School	Total # of 7th/8th grade students that passed 8th math STAAR (Approaches) 2025-2026	Total # of 7th/8th grade students that passed 8th math STAAR (Meets) 2025-2026	Total # of 7th/8th grade students that passed 8th math STAAR (Masters) 2025-2026
Brown	62/68 = 91%	32/68 = 47%	9/68 = 13%
Cathey	144/162 = 89%	107/162 = 66%	25/162 = 15%
De Leon	35/36 = 97%	25/36 = 69%	8/36 = 22%
Fossum	68/68 = 100%	68/68 = 100%	47/68 = 69%
Morris	113/113 = 100%	105/113 = 93%	33/113 = 29%
Travis	18/18 = 100%	17/18 = 94%	8/18 = 44%
District	440/465 = 95%	354/465 = 76%	130/465 = 28%

Middle School 2026 Spring Mathematics Results: Accelerated Testers

Algebra Blended vs Algebra Pre-AP

STAAR Summary Report

(2025-2026 school year)

School	Algebra Blended (App) 2025-2026	Algebra Blended (Meets) 2025-2026	Algebra Blended (Masters) 2025-2026		Alg PreAP (App) 2025-202	Alg PreAP (Meets) 2025-2026	Alg PreAP (Masters) 2025-2026
Brown	35/35 = 100%	35/35 = 100%	35/35 = 100%				
Cathey	57/57 = 100%	57/57 = 100%	57/57 = 100%		20/20 = 100%	20/20 = 100%	15/20 = 75%
De Leon	46/46 = 100%	43/46 = 93%	34/46 = 74%		10/10 = 100%	10/10 = 100%	7/10 = 70%
Fossum	79/79 = 100%	79/79 = 100%	79/79 = 100%				
Morris	80/80 = 100%	80/80 = 100%	80/80 = 100%		13/13 = 100%	12/13 = 92%	10/13 = 77%
Travis	21/21 = 100%	20/21 = 95%	20/21 = 95%		14/14 = 100%	14/14 = 100%	14/14 = 100%
District	318/318 = 100%	314/318= 99%	305/318 = 96%		57/57= 100%	56/57 = 98%	46/57 = 81%

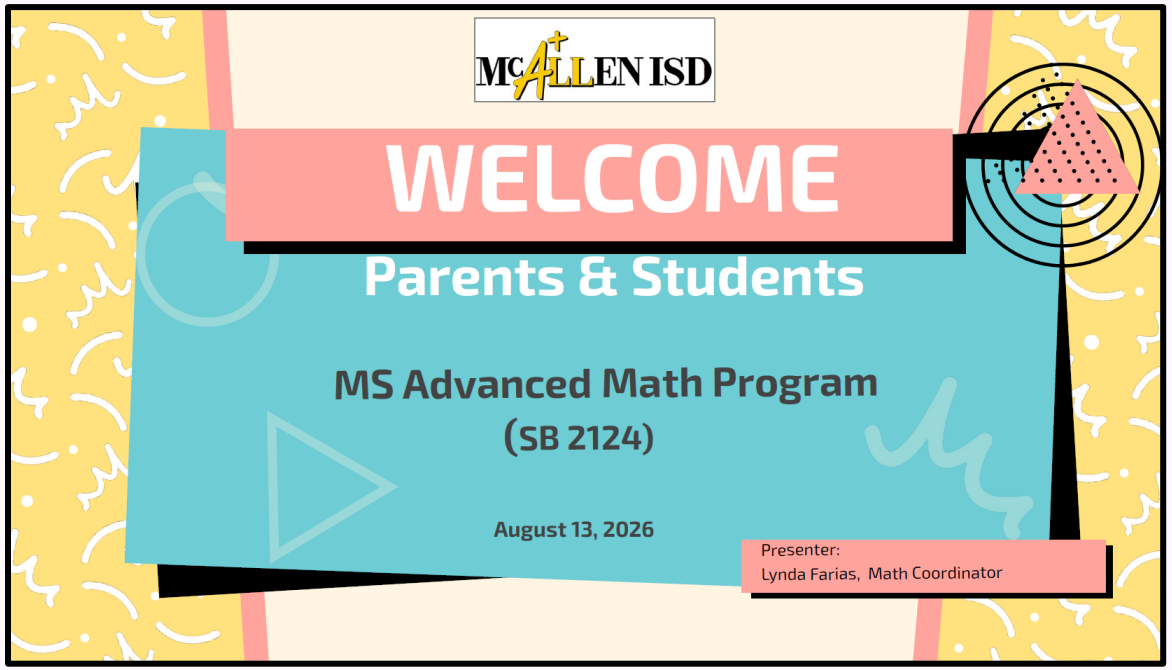
Middle School 2026 Spring Mathematics Results: Non-Accelerated Testers

Campus	Total	Approaches #	Approaches %	Meets #	Meets %	Masters #	Masters %
BROWN MIDDLE SCHOOL							
6	145	118	81%	69	48%	21	15%
7	91	30	33%	15	16%	7	8%
8	158	132	84%	98	62%	40	25%
Total	**394**	**280**	**71%**	**182**	**46%**	**68**	**18%**
CATHEY MIDDLE SCHOOL							
6	219	184	84%	104	47%	34	16%
7	128	38	30%	17	13%	6	5%
8	224	177	79%	131	58%	56	25%
Total	**571**	**399**	**70%**	**252**	**44%**	**96**	**17%**
DE LEON MIDDLE SCHOOL							
6	160	122	76%	54	34%	21	13%
7	130	44	34%	18	14%	6	5%
8	196	145	74%	101	52%	41	21%
Total	**486**	**311**	**64%**	**173**	**36%**	**68**	**14%**
MICHAEL E FOSSUM MIDDLE							
6	187	143	76%	68	36%	11	6%
7	139	78	56%	51	37%	9	6%
8	241	203	84%	157	65%	86	36%
Total	**567**	**424**	**75%**	**276**	**49%**	**106**	**19%**
MORRIS MIDDLE SCHOOL							
6	274	199	73%	103	38%	39	14%
7	150	70	47%	29	19%	7	5%
8	257	239	93%	196	76%	106	41%
Total	**681**	**508**	**75%**	**328**	**48%**	**152**	**23%**
TRAVIS MIDDLE SCHOOL							
6	111	73	66%	27	24%	11	10%
7	104	43	41%	19	18%	3	3%
8	125	102	82%	78	62%	27	22%
Total	**340**	**218**	**64%**	**124**	**36%**	**41**	**12%**

McAllen ISD
6-8 Non-Accelerated Testers

Grade Level	Total	Approaches #	Approaches %	Meets #	Meets %	Masters #	Masters %
6	1096	839	77%	425	39%	137	13%
7	742	303	41%	149	20%	38	5%
8	1201	998	83%	761	63%	356	30%
Grand Total	**3039**	**2140**	70%	**1335**	44%	**531**	17%

Middle School Accelerated Mathematics
Parent and Student Meeting



SECONDARY READING

Middle School Reading

McALLEN ISD

Beginning of the Year

6th Grade RLA BOY Results 2026-2027

Campus	STAAR 2026				2026 BOY		
	Letter Grade	Approaches %	Meets %	Masters %	Approaches %	Meets %	Masters %
Brown	B	72%	53%	32%	30%	11%	1%
Cathey	A	78%	61%	38%	62%	34%	12%
DeLeon	B	79%	59%	29%	51%	29%	6%
Fossum	A	89%	75%	50%	48%	17%	1%
Morris	A	86%	71%	46%	76%	47%	17%
Travis	B	70%	54%	28%	51%	25%	9%
DISTRICT	A	81%	64%	39%	56%	30%	9%
Region		72%	52%	28%			
State		73%	54%	30%			

Source: DMAC Cumulative

Middle School Reading

McALLEN ISD

Beginning of the Year

7th Grade RLA BOY Results 2026-2027

Campus	STAAR 2026				2026 BOY		
	Letter Grade	Approaches %	Meets %	Masters %	Approaches %	Meets %	Masters %
Brown	B	70%	51%	26%	36%	14%	5%
Cathey	A	84%	68%	45%	50%	33%	14%
DeLeon	B	71%	53%	30%	52%	34%	8%
Fossum	A	92%	79%	56%	57%	30%	9%
Morris	A	90%	76%	51%	70%	48%	21%
Travis	B	77%	51%	28%	17%	7%	2%
DISTRICT	A	82%	66%	42%	52%	32%	12%
Region		76%	54%	30%			
State		77%	54%	31%			

Source: DMAC Cumulative

Middle School Reading

McALLEN ISD

Beginning of the Year

8th Grade RLA BOY Results 2026-2027

Campus	STAAR 2026				2026 BOY		
	Letter Grade	Approaches %	Meets %	Masters %	Approaches %	Meets %	Masters %
Brown	A	87%	66%	37%	40%	16%	4%
Cathey	A	85%	65%	38%	39%	18%	5%
DeLeon	A	90%	67%	34%	59%	26%	11%
Fossum	A	92%	73%	44%	44%	24%	10%
Morris	A	96%	87%	63%	76%	48%	22%
Travis	B	83%	55%	23%	38%	11%	1%
DISTRICT	A	90%	71%	43%	52%	26%	10%
Region		83%	56%	27%			
State		83%	59%	32%			

Source: DMAC Cumulative

High School Reading

Beginning of the Year

English I BOY Results: 2026-2027

Campus	STAAR 2026				2026 BOY		
	Letter Grade	Approaches %	Meets %	Masters %	Approaches %	Meets %	Masters %
AECHS	A	93%	90%	33%	68%	47%	8%
Collegiate					87%	57%	11%
Lamar					90%	67%	23%
McHi	C	70%	59%	17%	46%	29%	5%
Memorial	C	69%	53%	15%	43%	28%	4%
Rowe	C	71%	61%	16%	39%	21%	2%
District	C	75%	63%	18%	48%	40%	5%
Region		66%	50%	10%			
State		72%	55%	13%			

Source: DMAC Cumulative

High School Reading

Beginning of the Year

English II BOY Results: 2026-2027

Campus	STAAR 2026				2026 BOY		
	Letter Grade	Approaches %	Meets %	Masters %	Approaches %	Meets %	Masters %
AECHS	A	94%	88%	26%	31%	19%	1%
Collegiate					66%	46%	5%
Lamar					96%	90%	16%
McHi	C	74%	60%	10%	36%	25%	3%
Memorial	C	76%	63%	10%	33%	23%	1%
Rowe	C	78%	66%	8%	16%	7%	0%
District	C	80%	68%	11%	32%	21%	2%
Region		68%	55%	8%			
State		72%	60%	9%			

Source: DMAC Cumulative

Secondary – Reading Language Arts

Implications of results:

Spring 2026 STAAR data was a above the region and state at all performance levels.

1) **On the BOY assessment, 50% of students on average reached the APPROACHES level with 30% also reaching MEETS despite the majority of the genres/TEKS (drama, poetry, informational, argumentative) not having been taught before the assessment. This shows vertical alignment in reading/writing skills and evidence of prerequisite understanding.**

2) **Historically, students improve from BOY and Fall Benchmark to the Spring Benchmark and STAAR/EOC assessment. Classroom visits and Content Support sessions with teachers show quality instruction around reading and writing is happening in the classroom. Further, conversations with teachers and students around reading and the writing process indicate positive learning environments. It is early in the year; learning will continue, and achievement will improve from assessment to assessment.**

Response in action:

1) **In response to historical STAAR data and current research, all secondary students were provided with composition books, and RLA teachers were equipped with new document cameras and replenished novel sets. These resources facilitate a renewed focus on high-touch (pencil and paper) teaching and learning to engage students and promote more authentic reading and writing.**

2) **Fall Semester Professional Learning sessions were rolled out to all teachers from 6th Grade RLA to English IV. These sessions allowed for reflection and collaboration among teachers and focused on best practices in teaching and learning when making across genre connections (historically lower-scoring TEKS). This session was followed up with classroom/campus visits to support teacher implementation.**

3) **Additional support has, and will continue to be, provided in the areas of teacher development through professional learning, coaching, and lesson modeling for all new teachers and teachers in need of additional support.**

4) **Progress Monitoring will continue through grading period assessments and Fall/Spring benchmarks.**

SCIENCE

Elementary Science: 2026 Data Highlights

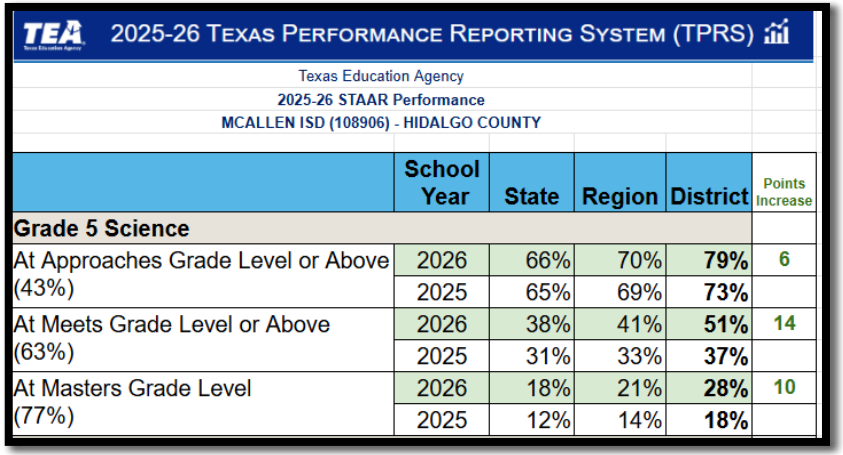
14 out of 18 Elementary Campuses Received Distinctions

Elementary Science STAAR 2025 vs. 2026

	STAAR 2025 DOMAIN I	STAAR 2026 DOMAIN I
McAllen ISD	69(D)	79(C)

Growth Mindset Goal
Continue to help students move towards the **Meets & Masters** Performance Levels

Gains across performance levels



TEA 2025-26 Texas Performance Reporting System (TPRS)

Texas Education Agency
2025-26 STAAR Performance
MCALLEN ISD (108906) - HIDALGO COUNTY

	School Year	State	Region	District	Points Increase
Grade 5 Science					
At Approaches Grade Level or Above (43%)	2026	66%	70%	**79%**	6
	2025	65%	69%	**73%**	
At Meets Grade Level or Above (63%)	2026	38%	41%	**51%**	14
	2025	31%	33%	**37%**	
At Masters Grade Level (77%)	2026	18%	21%	**28%**	10
	2025	12%	14%	**18%**	

Elementary Science Vertical Alignment

Resources

- McGraw Hill
  - Tier 1 Resource – 100% TEKS Aligned & State Board Approved
  - Elementary
    - K - 5
  - EduSmart – Supplemental Resource
  - Elementary (K – 5)
- Explore Learning Gizmos – Supplemental Resource
  - Elementary (3 – 5)



Data

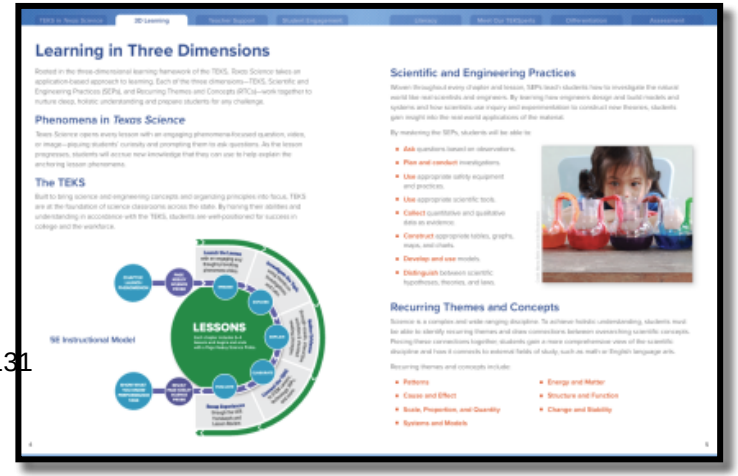
- 2025 vs 2026 Data
  - Improvements all around
    - Performance Levels
    - Domain I Letter Grade
    - Earned Science Distinctions
    - Above State & Region!

Elementary Science

Content Learning Framework

- **80% Scientific and Engineering Practices:** Kinder- 1st Grade
- **60% Scientific and Engineering Practices:** 2nd-3rd Grade
- **50% Scientific and Engineering Practices** 4th-5th Grade
  - **3D Science** (Standards, Recurring Themes &Concepts, and Scientific & Engineering Practices)





Elementary Science

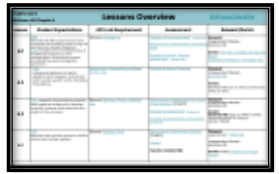
- **Instructional Goals:**
  - Content Knowledge of Teacher
  - Implementation of District Resources
  - Background Knowledge of Students
  - Hands-on Science

- **Supports in Place:**
  - Professional Development
    - All Grade levels in the fall; 5th grade in Spring (STAAR)
  - Classroom Visits
  - Teacher Planning Support
  - Build Capacity at the Campus level
    - Instructional Coaches
  - Science Paloozas- Spring
    - All campuses
  - Science Blitz by six weeks
    - Available for all
    - Priority campus support with District Science Coach













SECONDARY SCIENCE

Middle School Science

Beginning of the Year

6th Grade Science BOY Results: 2026-2027

Campus	2026 BOY		
	Approaches %	Meets %	Masters %
Brown	13%	6%	4%
Cathey	40%	19%	7%
DeLeon	34%	14%	2%
Fossum	29%	12%	2%
Morris	43%	25%	9%
Travis	20%	9%	1%
DISTRICT	33%	16%	5%

Source: DMAC Cumulative

Middle School Science

Beginning of the Year

7th Grade Science BOY Results: 2026-2027

Campus	2026 BOY		
	Approaches %	Meets %	Masters %
Brown	12%	2%	0%
Cathey	34%	19%	8%
DeLeon	44%	20%	9%
Fossum	34%	19%	10%
Morris	45%	23%	8%
Travis	17%	9%	4%
DISTRICT	34%	17%	7%

Source: DMAC Cumulative

Middle School Science

Beginning of the Year

8th Grade Science BOY Results: 2026-2027

Campus	STAAR 2026				2026 BOY		
	Letter Grade	Approaches %	Meets %	Masters %	Approaches %	Meets %	Masters %
Brown	B	85%	58%	28%	36%	12%	3%
Cathey	A	86%	65%	38%	42%	20%	4%
DeLeon	C	76%	47%	24%	53%	20%	4%
Fossum	A	85%	62%	36%	55%	27%	6%
Morris	A	90%	71%	45%	64%	32%	9%
Travis	B	77%	57%	27%	36%	14%	4%
DISTRICT	B	83%	61%	34%	50%	22%	6%
Region	C	76%	52%	26%			
State	B	77%	55%	30%			

Source: DMAC Cumulative

Data Source: Texas Performance Reporting System

High School Science/Biology

Beginning of the Year

Biology BOY Results: 2026-2027

Campus	STAAR 2026				2026 BOY		
	Letter Grade	Approaches %	Meets %	Masters %	Approaches %	Meets %	Masters %
AECHS	A	99%	90%	58%	97%	70%	24%
Collegiate	A	100%	98%	60%	100%	73%	27%
Lamar	A	100%	96%	81%	100%	94%	37%
McHi	A	92%	63%	27%	85%	35%	8%
Memorial	A	96%	69%	34%	89%	54%	13%
Rowe	A	95%	76%	41%	82%	29%	1%
District	A	94%	70%	35%	87%	44%	10%
Region	A	93%	62%	25%			
State	A	93%	69%	34%			

Source: DMAC Cumulative

Data Source: Texas Performance Reporting System

Data Source for Collegiate & Lamar: DMAC, Teacher Report

Secondary – Science

Implications of Results

BOY Data Overview

- Since the new Science TEKS build progressively across grade levels, supporting foundational learning, the BOY assessment helps identify priority strands and TEKS requiring additional support. (Final transition phase of new TEKS is this year).
- In Biology, BOY data shows that students did better on questions about Biological Evolution due to vertical alignment of TEKS. Additionally, 8th grade BOY data shows that students did better on questions about Matter & Energy and Organisms & Environments due to vertical alignment of TEKS.

District Results Breakdown

- 2026 STAAR Performance: Both 8th Grade Science and Biology performed above the region and state averages.
- BOY Biology: 87% passing; 41% average score (43% Meets).Strand 1 lowest (Biological structures, functions, & processes) and content was partially taught during that time.
- BOY 8th Science: 50% passing; 41% average score (57%Meets). Strand 3 (Earth & Space) is the lowest performing Strand. The 8th grade TEKS content has not yet been taught. Strand 2 (Force & Motion) is the second lowest strand and 8th grade TEKS content was partially taught during that time.

Fall Benchmark

- Fall Benchmark will provide more insight into how students are doing on Strand 1 for Biology and Strand 2 for 8th grade and therefore, adjust instruction/interventions accordingly.

Response in Action:

Data-Driven Planning

- Continue scheduled data dig discussions to analyze priority TEKS, item analysis performance, and instructional next steps with teachers.
- Embed spiral review and targeted interventions throughout instruction.

Targeted Strand Support

- Biology - Strand 1: Prioritize spiral review and teacher planning discussions to address instructional and resource needs.
- 8th Science - Strand 2 (Force & Motion): Strategically sequenced Strand 2 first in the 6th–8th grade curriculum timelines to maximize reinforcement and spiral review.

Classroom & Teacher Support

- Classroom Visits: Monitor resource implementation, spiral review, vocabulary, stimulus-based instruction, hands-on learning, and student discourse.
- Planning Follow-Up: Alternate classroom visits and collaborative planning to provide feedback and responsive support.
- Continuous Improvement: Use observation and assessment data to help teachers adjust instruction/instructional strategies and strengthen student learning.
- Teachers continue to use intervention/tutoring plans to target priority TEKS.

Professional Learning Support

- 3D Science: Integrated TEKS, SEPs, and RTCs to strengthen conceptual understanding.
- Unpacking TEKS & Lead4ward Field Guides: Focused on TEKS intent, rigor, specificity, and real-world connections.
- Student Engagement: Speaking/Writing and Lead4ward strategies.
- Tier 1 Resources: Explored McGraw Hill Science/Biology resources, labs, LearnSmart, TEKSRefresh, and ActivelyLearn for differentiation to meet instructional needs for all students.
- Intervention & Data: Reviewed EduSmart intervention/tutoring plans and 2026 STAAR item analysis to plan targeted support.

SECONDARY SOCIAL STUDIES

Middle School Social Studies

Beginning of the Year

6th Grade Social Studies BOY Results: 2026-2027

Campus	2026 BOY		
	Approaches %	Meets %	Masters %
Brown	35%	16%	5%
Cathey	68%	40%	15%
DeLeon	57%	33%	12%
Fossum	54%	28%	9%
Morris	73%	47%	21%
Travis	44%	23%	8%
DISTRICT	59%	34%	13%

Middle School Social Studies

Beginning of the Year

7th Grade Social Studies BOY Results: 2026-2027

Campus	2026 BOY		
	Approaches %	Meets %	Masters %
Brown	8%	1%	1%
Cathey	18%	6%	0%
DeLeon	17%	6%	0%
Fossum	26%	7%	1%
Morris	24%	9%	1%
Travis	3%	1%	0%
DISTRICT	19%	6%	1%

Middle School Social Studies

McALLEN ISD

Beginning of the Year

8th Grade Social Studies BOY Results: 2026-2027

Campus	STAAR 2026				2026 BOY		
	Letter Grade	Approaches %	Meets %	Masters %	Approaches %	Meets %	Masters %
Brown	C	71%	47%	23%	14%	2%	0%
Cathey	C	63%	38%	23%	21%	4%	1%
DeLeon	F	49%	22%	7%	22%	3%	0%
Fossum	C	69%	42%	23%	24%	5%	0%
Morris	A	90%	66%	45%	31%	5%	1%
Travis	C	62%	38%	14%	14%	1%	0%
DISTRICT	C	69%	44%	25%	22%	4%	1%
Region	D	57%	30%	14%			
State	D	59%	33%	17%			

Data Source: Texas Performance Reporting System

High School Social Studies/ US History

McALLEN ISD

Beginning of the Year

US History BOY Results: 2026-2027

Campus	STAAR 2026				2026 BOY		
	Letter Grade	Approaches %	Meets %	Masters %	Approaches %	Meets %	Masters %
AECHS	A	100	92	60	--	--	--
Collegiate	--	--	--	--	--	--	--
Lamar	A	100	79	42	75%	0%	0%
McHi	A	94	73	36	75%	4%	1%
Memorial	A	94	70	33	76%	7%	1%
Rowe	A	92	68	36	65%	2%	0%
District	A	94%	71%	37%	72%	4%	1%
Region	A	93%	64%	29%			
State	A	93%	69%	37%			

does NOT include AP data for BOY

Data Source: Texas Performance Reporting System

Secondary – Social Studies

Implications of results:

1) 8th Grade BOY results indicate that students are coming in with a low baseline of content knowledge in American History, while 11th Grade results show that students are coming in with a higher baseline and more content knowledge. This is due to the state level vertical alignment gaps in American History which is only taught in 5th, 8th and 11th grade.

2) After instruction takes place, we should see growth at the Fall Benchmark over what was taught and will continue to add content and monitor as instruction continues.

3) The STAAR Data from 2026 for 8th Grade and 11th Grade is above the region and state, we will strive for that same goal this year by focusing on targeted TEKS instruction, pacing, and strong Tier 1 Instruction, and Interventions as needed throughout the year as we continue to collect campus and district data.

Response in action:

1. Teachers have conducted an item analysis to better understand the rigor and types of questions students will encounter on STAAR/EOC at our Professional Learning session in September. 45% of 8th and 55% of 11th grade STAAR/EOC includes primary source excerpts, therefore more excerpt practice has been embedded in instruction and in Bell-Ringers with the use of the NEW Lead4ward Think Along Plan. 6th & 7th Grade teachers received primary source reader kits at our September Professional Learning session to build vertical alignment in primary source excerpt practice.

2. Professional learning sessions targeted on 8th Grade teaching and learning will continue with a focus on the most tested and historically weak areas based on trend data, along with best practices in teaching that includes reading, writing, listening, and speaking as students engage with the content.

3. Planning support at the campus level will continue to ensure TEKS are targeted, curriculum pacing is on track, intentional use of provided resources, and use of instructional strategies to reach the rigor of STAAR/EOC with a focus on priority campuses.

4. Class visits will continue to monitor implementation and provide additional coaching as needed in cooperation with campus administrative team, SIF, Instructional Coach.

5. Resources and intervention plans are in place to target weak areas and have been embedded in the curriculum and will continue to be adjusted following the Fall Benchmark. Additionally, all students will have a 10 day in-class review after Spring Benchmark data is analyzed, this will be planned at our March Professional Learning Session.

CONTENT SYSTEMS OF SUPPORT

SECONDARY CONTENT SYSTEMS OF SUPPORT

McALLEN ISD

1st Grading Period - 29 Days

Monday	Tuesday	Wednesday	Thursday	Friday
Aug 17	Aug 18	Aug 19	Aug 20 AP Capstone Sci-Tech Fall Planning	Aug 21
Aug 24	Aug 25 AP English (Eng 3 & 4) AP Spanish	Aug 26 AP Science	Aug 27 AP SS 6th Grade SS Textbook Training - after school	Aug 28 AP Math AP Fine Arts
Aug 31	Sept 1	Sept 2 8th Grade Science PL	Sept 3 8th Grade SS PL Biology PL	Sept 4 11th Grade US History PL
Sept 7 No School - Labor Day	Sept 8	Sept 9 Principal Meeting	Sept 10 MS - SS BOY	Sept 11
Sept 14 BOY - HS (day 1) 6th Grade RLA PL	Sept 15 BOY - HS (day 2) MS - Science BOY 7th Grade RLA PL	Sept 16 BOY - HS (day 3) 8th Math PL	Sept 17 BOY - HS (make-up testing) MS - Math BOY 8th Grade RLA PL	Sept 18 Achieve 3000 12th Grade SS PL
Sept 21 7th Math PL 9th & 10th SS PL	Sept 22 English I PL 6th & 7th SS PL	Sept 23 MS - RLA BOY English II PL	Sept 24 Geom CP/PreAP PL (Savvas)	Sept 25 Half Day Planning Last Day of BOY Make Ups - HS & MS

2nd Grading Period - 24 Days

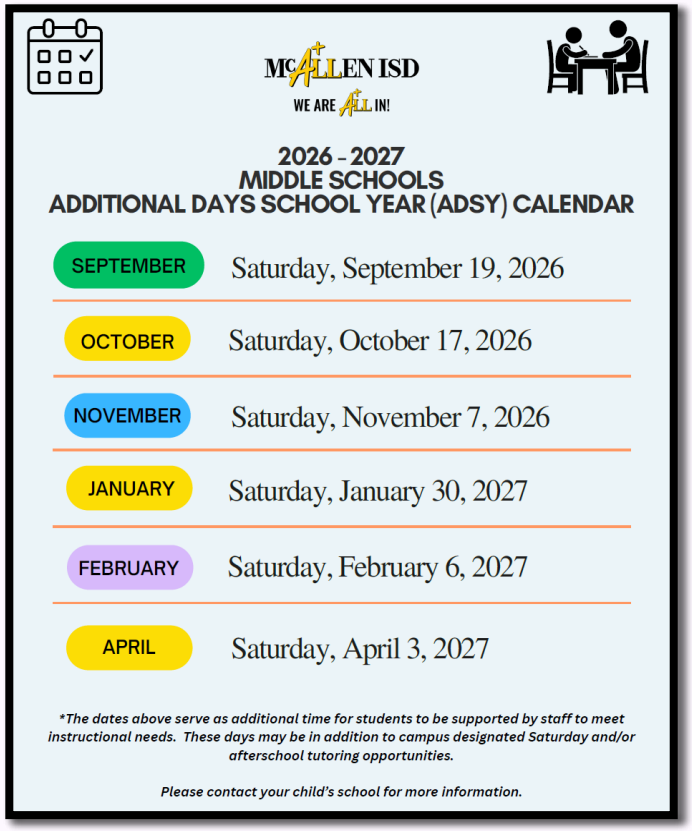
Monday	Tuesday	Wednesday	Thursday	Friday
Sept 28 English III & IV PL	Sept 29 AP English MS Algebra (SB) PL Middle School CSR	Sept 30 AP Science Sci Tech Spring Planning	Oct 1 AP SS	Oct 2 AP Math AP Fine Arts
Oct 5 7th/8th Accel	Oct 6 AP Capstone	Oct 7 Principal Meeting	Oct 8 6th, 7th Science & Sci Tech AP Spanish	Oct 9 6th Math & 6th Adv PL
Oct 12 Weather Day	Oct 13 Physics & IPC PL	Oct 14 Chem & Astro PL	Oct 15 Aquatics PL Alg II CP/PreAP PL (Savvas)	Oct 16
Oct 19	Oct 20 PSAT - 8th	Oct 21 PSAT - HS	Oct 22	Oct 23 HS Alg CP & PreAP PL SO Coaches Clinic (@ STC)
Oct 26	Oct 27 PSAT Makeups - HS MS 8th/Alg Accel PL	Oct 28	Oct 29	Oct 30 Half Day Planning

SECONDARY
ACCELERATED INSTRUCTION
HOUSE BILL 1416
&
HIGH IMPACT TUTORING

Middle School: 6th-8th Grade

First Six Weeks Tutoring Results (August 17 – September 25, 2026)

Approximate Number of students served/attended for all 6 middle schools	Schedule/ Hours of Tutoring (includes afterschool hours, Saturdays)
4,177 6th = 1,375 7th = 1,399 8th = 1,403 (6th – 8th Grades)	• 1st six weeks 29 days x 45 minutes/day = 1,595 minutes (26.6 hrs.) • 2nd six weeks until October 20th board meeting = 16 days x 45 minutes/day = 880 minutes (14.7 hrs.) • At a minimum 45 minutes to 1 hour per day • Most schools offer two days per week • Schools also offer an extra day for language development supports (TELPAS)
1,943	• 6th- 8th grade students enrolled in a blocked class receive one 52-minute period of supplemental accelerated instruction per week in. 45 days x 52 minutes= 2,340 minutes (39 hrs.) ○ Student not enrolled in a block attend after school tutorials.
106 (6 schools)	Saturday, 148 September 19, 2026



Middle Schol Accelerated Instruction

McALLEN ISD

8th Grade

Campus	7th Grade Reading
BROWN MIDDLE SCHOOL	49
CATHEY MIDDLE SCHOOL	42
DE LEON MIDDLE SCHOOL	58
INSTR/GUID CENTER	5
MICHAEL E FOSSUM MIDDLE	25
MORRIS MIDDLE SCHOOL	32
TRAVIS MIDDLE SCHOOL	35
Accelerated Instruction Total	246

Campus	7th Grade Math
BROWN MIDDLE SCHOOL	62
CATHEY MIDDLE SCHOOL	93
DE LEON MIDDLE SCHOOL	89
INSTR/GUID CENTER	8
MICHAEL E FOSSUM MIDDLE	65
MORRIS MIDDLE SCHOOL	77
TRAVIS MIDDLE SCHOOL	65
Accelerated Instruction Total	459

7th Grade

Campus	6th Grade Reading
BROWN MIDDLE SCHOOL	40
CATHEY MIDDLE SCHOOL	60
DE LEON MIDDLE SCHOOL	50
INSTR/GUID CENTER	1
MICHAEL E FOSSUM MIDDLE	28
MORRIS MIDDLE SCHOOL	47
TRAVIS MIDDLE SCHOOL	33
Grand Total	259

Campus	6th Grade Math
BROWN MIDDLE SCHOOL	32
CATHEY MIDDLE SCHOOL	43
DE LEON MIDDLE SCHOOL	47
INSTR/GUID CENTER	2
MICHAEL E FOSSUM MIDDLE	47
MORRIS MIDDLE SCHOOL	75
TRAVIS MIDDLE SCHOOL	38
Grand Total	284

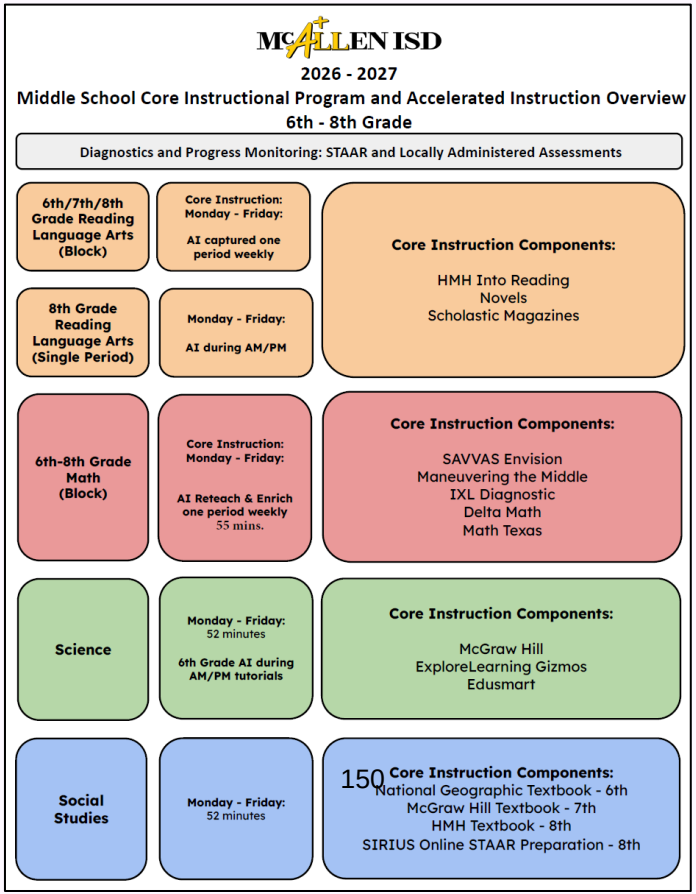
6th Grade

Campus	5th Grade Reading
BROWN MIDDLE SCHOOL	42
CATHEY MIDDLE SCHOOL	25
DE LEON MIDDLE SCHOOL	30
MICHAEL E FOSSUM MIDDLE	36
MORRIS MIDDLE SCHOOL	23
TRAVIS MIDDLE SCHOOL	21
Grand Total	177

Campus	5th Grade Math
BROWN MIDDLE SCHOOL	31
CATHEY MIDDLE SCHOOL	38
DE LEON MIDDLE SCHOOL	47
MICHAEL E FOSSUM MIDDLE	43
MORRIS MIDDLE SCHOOL	36
TRAVIS MIDDLE SCHOOL	22
Grand Total	217

Campus	5th Grade Science
BROWN MIDDLE SCHOOL	52
CATHEY MIDDLE SCHOOL	54
DE LEON MIDDLE SCHOOL	53
MICHAEL E FOSSUM MIDDLE	52
MORRIS MIDDLE SCHOOL	57
TRAVIS MIDDLE SCHOOL	33
Grand Total	301

Middle School Accelerated Instruction



High School: 9th-12th Grade

First Six Weeks Tutoring Results (August 17 – September 25, 2026)

Approximate Number of students served/attended for all 3 comprehensive high schools 1 early college high school 1 Alternative Education School IB Program UTRGV Collegiate Academy Instructional & Guidance	Schedule/ Hours of Tutoring (includes afterschool hours, Saturdays)
6,361 9th = 1,683 10th = 1,613 11th = 1,524 12th= 1,541 (9th-12th)	• 1st six weeks 29 days x 45 minutes/day = 1,595 minutes (26.6 hrs.) • 2nd six weeks until October 20th board meeting = 16 days x 45 minutes/day = 880 minutes (14.7 hrs.) • At a minimum 45 minutes to 1 hour per day • Most schools offer two days per week • Schools also offer an extra day for language development supports (TELPAS)
1,654	• 9th-12th grade students enrolled English (Reading) and Algebra receive supplemental accelerated instruction through before and or after school tutorials. • Student enrolled in Biology or World History or US History receive daily 45 days x 50 minutes= 2, 250 minutes (37.5 hrs.) • Students who fail Algebra, Biology and US History, students go to summer school for accelerated hours and enroll in an EOC class the following school year. • Students who fail English I or II, students move on to the next course and enroll in a Bridge class.
Targeted Groups	151 Saturday Camps

Secondary Accelerated Instruction

9th Grade

Campus	8th Grade Reading
McHi	53
Memorial	68
I&G	1
Rowe	51
Achieve	2
Grand Total	175

Campus	8th Grade Math
McHi	55
Memorial	82
I&G	2
Rowe	100
Achieve	6
Grand Total	245

Campus	8th Grade Social Studies
McHi	123
Memorial	180
I&G	3
Rowe	207
Achieve	25
Grand Total	538

Campus	8th Grade Science
McHi	92
Memorial	95
I&G	2
Rowe	113
Achieve	10
Grand Total	312

EOC Testers

Campus	English I EOC
McHi	58
Memorial	86
I&G	2
Rowe	47
Achieve	1
Grand Total	194

Campus	English II EOC
McHi	49
Memorial	55
Rowe	30
(blank)	4
Grand Total	138

Campus	US History
McHi	11
Memorial	12
Rowe	20
Grand Total	43

Campus	Biology EOC
McHi	1
Memorial	7
Rowe	1
Grand Total	9

High School Accelerated Instruction

McALLEN ISD

2026-2027

High School Core Instructional Program and Accelerated Instruction Overview

9th - 12th Grade

Diagnostics and Progress Monitoring: STAAR and Locally Administered Assessments

English I and English II	**Monday - Friday Core Instruction** AI captured in AM and/or PM tutorials
Algebra I	**Monday - Friday Core Instruction** AI (8th grade STAAR) captured in AM and/or PM Tutorials **Local Credit ALG I EOC (10th -12th grade)** Monday - Friday: Daily Accelerated Instruction
Biology	**Monday - Friday Core Instruction** AI (8th grade STAAR) captured in AM and/or PM Tutorials **Local Credit Biology EOC (10th -12th grade)** Monday - Friday: Daily Accelerated Instruction
World Geography & US History	**9th Grade World Geography** AI (8th grade STAAR) remediation embedded one day a week ~~153~~ **11th Grade US History: Monday - Friday Core Instruction** **AI captured in Local Credit US History EOC 12th Grade**

Students Assigned a TIA Designated Teacher

AI Subject with TIA Teacher	6	7	8	9	10	11	12	Grand Total
BROWN MIDDLE SCHOOL	59	55	82					196
CATHEY MIDDLE SCHOOL	49	52	89					190
DE LEON MIDDLE SCHOOL	29	34	83					146
MICHAEL E FOSSUM M S	89	64	55					208
MORRIS MIDDLE SCHOOL	82	18	85					185
TRAVIS MIDDLE SCHOOL	14		40					54
ACHIEVE EARLY COLLEGE HIGH SCH				30				30
MCALLEN HIGH SCHOOL				76	10		1	87
MEMORIAL HIGH SCHOOL				189	1	4	4	198
ROWE HIGH SCHOOL				120		1	5	126
Grand Total	322	223	434	415	11	5	10	1420

Middle School 979 students with a TIA Designated Teacher of the 1,943 needing Acc. Inst. (50%)

High School 441 students with a TIA Designated Teacher of the 1,654 needing Acc. Inst. (27%)

Responding in Action with High Impact Tutoring Framework

The Basics...

What is High-Impact Tutoring?

High-impact tutoring is personalized, high-quality instruction in one-on-one or small group settings that creates positive relationships between tutors and students that are motivating and engaging. Numerous studies confirm its strong benefits.

Importantly, “tutoring” can vary in its characteristics and therefore effectiveness.

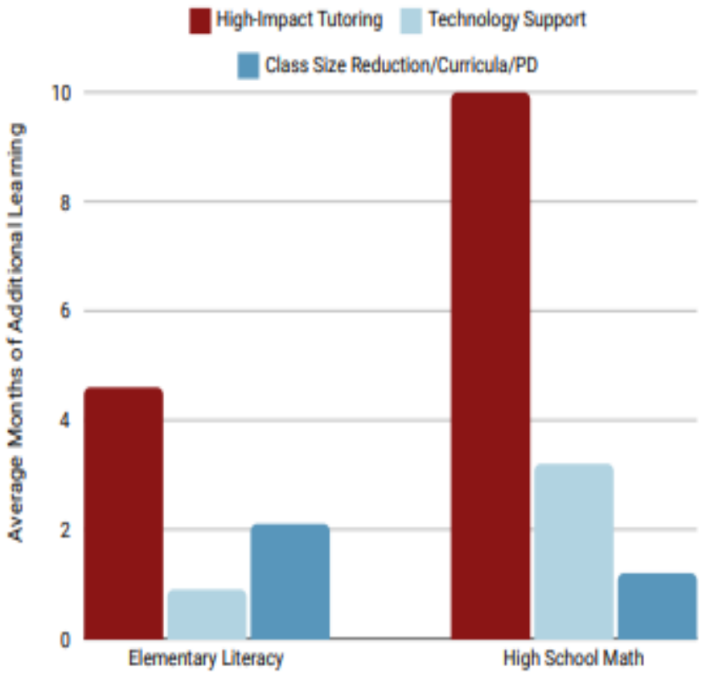


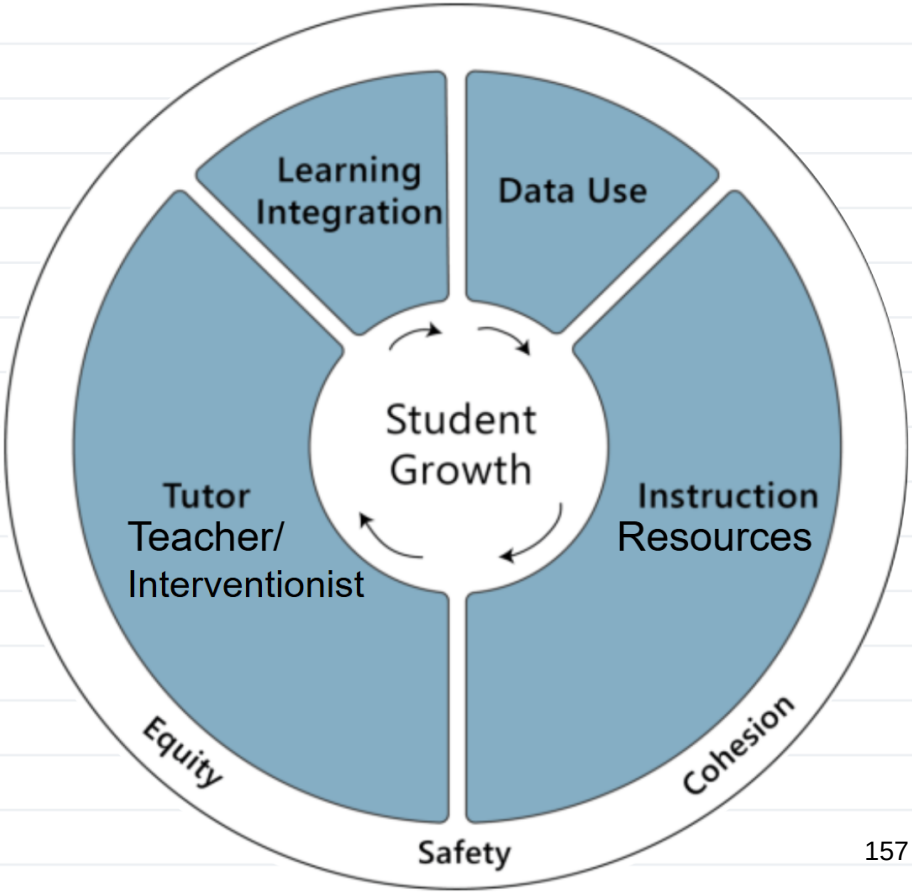
High Impact Tutoring

The Research...

What does the research say?

- **It shows large positive effects on both math and reading achievement**: A meta-analysis shows that tutoring can increase achievement by roughly 3 to 15 months of learning across grade levels.
- **It works at large-scale**: While many educational programs lose effectiveness when scaled up, studies of 15 larger-scale tutoring programs serving between 500 and 7,000 students showed an increase of 2-10 months of learning.
- **It is one of the most effective ways to increase achievement for students from lower-income families**: A study examined interventions that aimed to improve educational achievement for students from low socioeconomic backgrounds. Of all the interventions examined, tutoring was the most effective.





Seven Key Elements of High Impact Tutoring

Systems to Support High Impact Tutoring at McAllen ISD

Key Principles of High Impact Tutoring

High impact tutoring programs have a few key attributes[1]...

- **Well-trained, consistent tutor** (can be a teacher, paraprofessional, teacher candidate) who builds a strong relationship with students
- **High quality instructional material** aligned to standards and core classwork
- **One-to-one or small group** for individualized support (1-to-3 maximum ratio recommended)[2]
- **Embedded** in the school day or immediately before or after, to maximize student access
- **At least three sessions per week** for sustained support, 30 minutes minimum
- **Data-driven** with tutors building sessions around student strengths and needs

McAllen ISD Reteach & Enrich & Tutoring

- District trained Staff: Teacher, Interventionist, Paraprofessional, Tutors
- District provided High Quality Instructional Resources
- Small Group focus in master schedule
- In the school day; tutoring- immediately after school
- Scheduled Mon-Fri
- Multiple data sources available

How do these key attributes contribute to improved student achievement at McAllen ISD?

What Is the Overall Goal to See Improvements this School Year?



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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

SUBJECT: Report Regarding the Bilingual & English as a Second Language (ESL) Programs

REFERENCE: Goal 1: Student Achievement/Student Focus; TAC 89.1265

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The Bilingual, ESL, and Foreign Languages Department supports emergent bilingual students, including non-emergent bilingual students participating in a dual language program, academically, linguistically, and affectively in order for them to be successful in their education and to meet federal regulations and state policy. They will be presenting a report on the bilingual and ESL programs established in our district and the services provided to our students. They strive to empower McAllen ISD teachers, administrators, and families of emergent bilingual students to ensure students successfully participate and take advantage of the different education programs offered in our district. This evening, they will present on key aspects of our programs.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
By providing this report, we aim to facilitate informed decision-making and secure support for ongoing services.

LEGAL REVIEW:
None required.

BUDGETARY CONSIDERATIONS:
None.

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

Attachment: ☑

SUBMITTED BY: Signed by: Rocio Nava 40A7D2FC296141A...

SUPERVISOR: Signed by: Christian Quintanilla A36137BED891473...

SUPERVISOR: Signed by: Jeanette Muro F9AA5742C941482...

For further information contact:
Name: Rocio Nava
Office: 956-618-7338
eMail: rocio.nava2@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

WE ARE ALL IN!

McALLEN ISD

Bilingual and ESL Programs Report

by the Bilingual, ESL, and Foreign Languages Department
10/20/2026



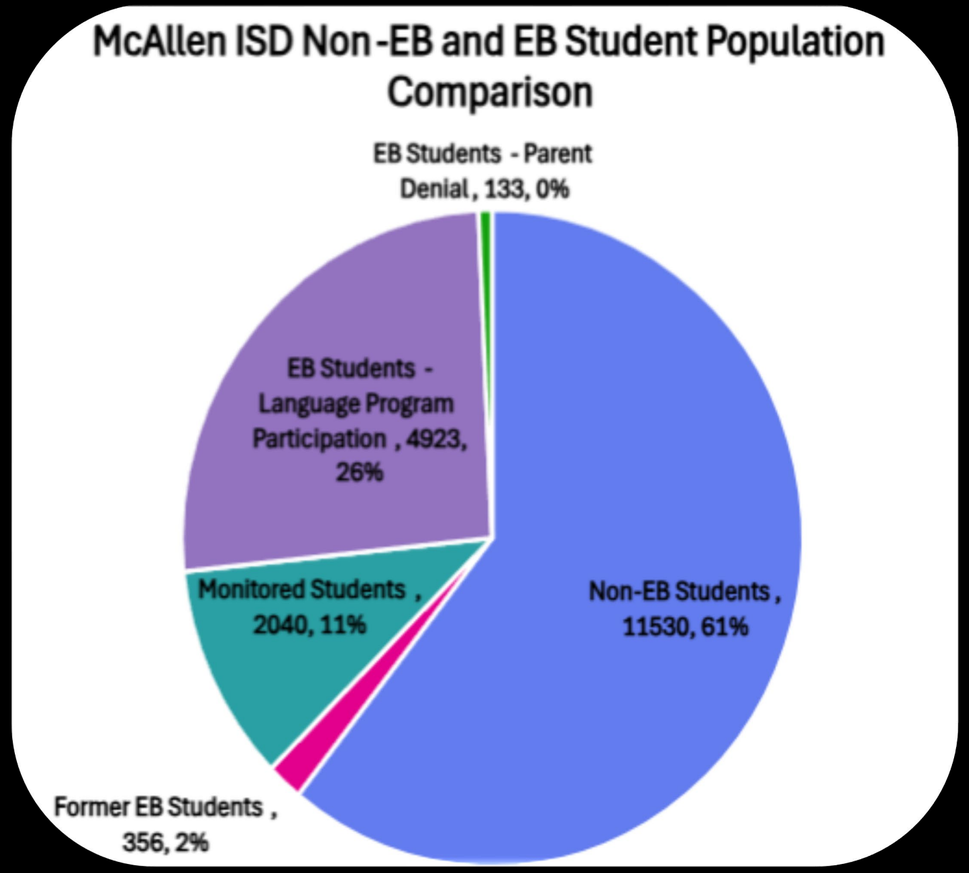
Our Mission

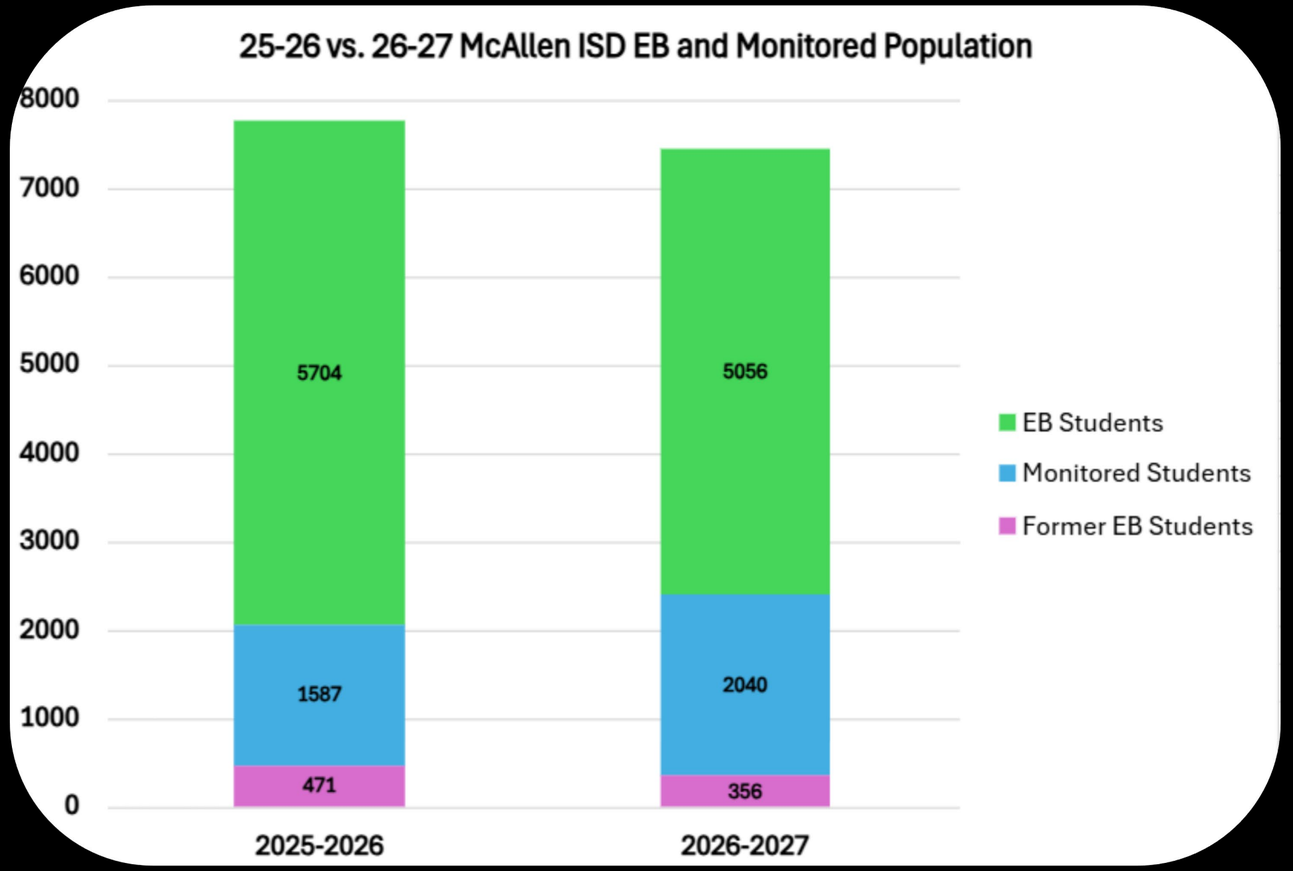


The McAllen ISD Bilingual and English as a Second Language (ESL) Department supports the district's mission and strategic plan in assuring all emergent bilingual students receive an equitable educational opportunity that addresses their affective, linguistic, and cognitive needs according to federal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





591 *emergent bilingual students met the reclassification criteria at the end of the 25-26 school year.*

McALLEN ISD

Our Services

McAllen ISD Bilingual 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
- 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
- Gonzalez ES
- Hendricks ES
- Houston ES
- Jackson ES
- McAuliffe ES
- Milam ES
- Rayburn ES
- Sanchez ES
- Seguin ES
- Thigpen-Zavala ES
- Wilson ES

ESL Program Models

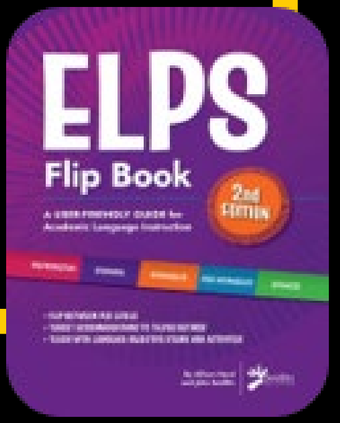
ESL Content-Based Program

Elementary Campuses (as needed)

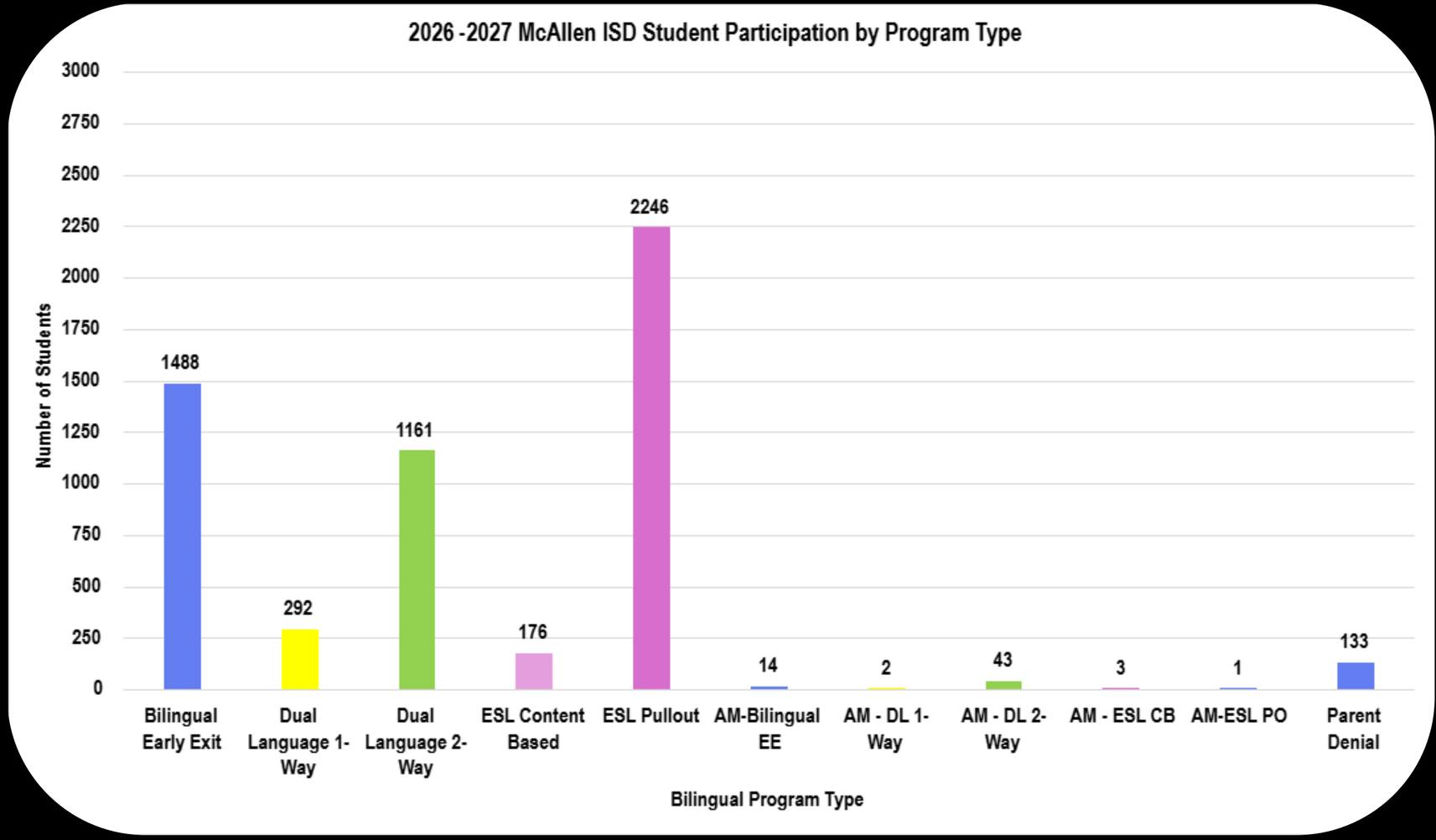
ESL Pull-Out Program

Secondary Campuses

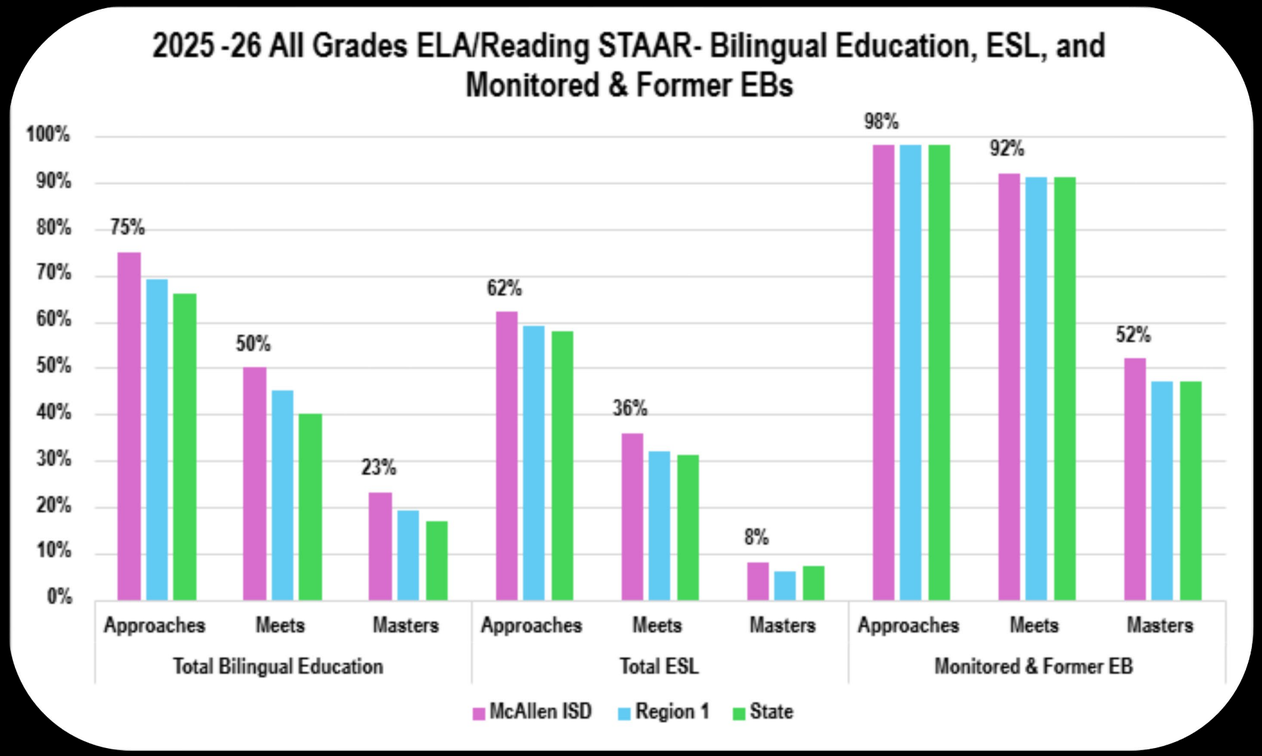
*New ELPS starting this school year
*New TELPAS assessment in the 2028-2029 school year

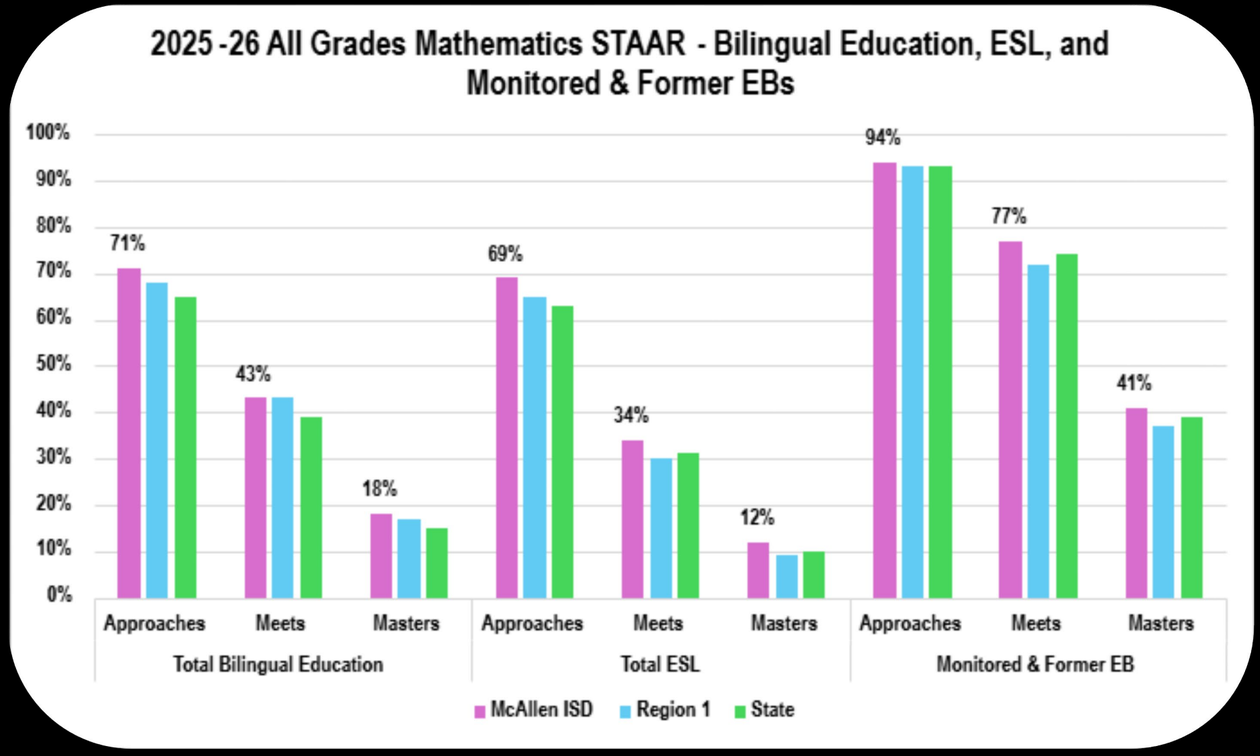


Bilingual and ESL Program Participation

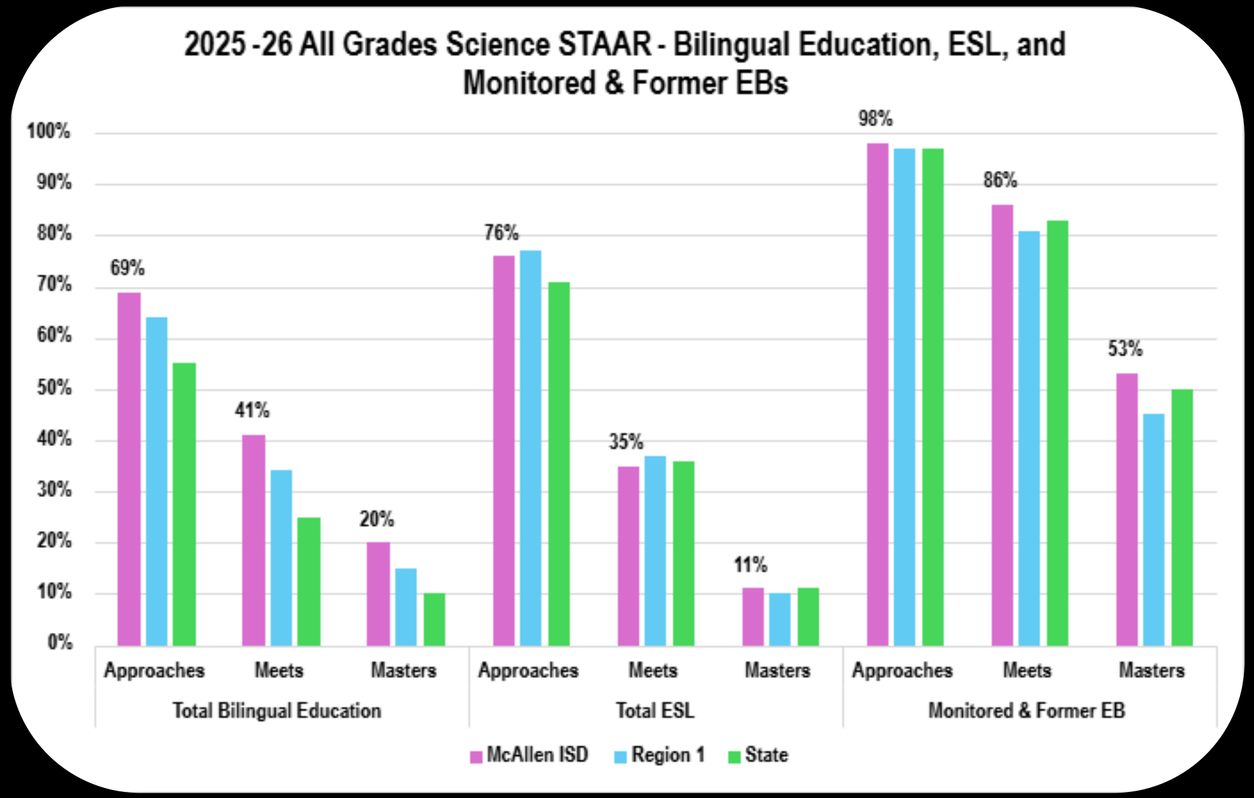


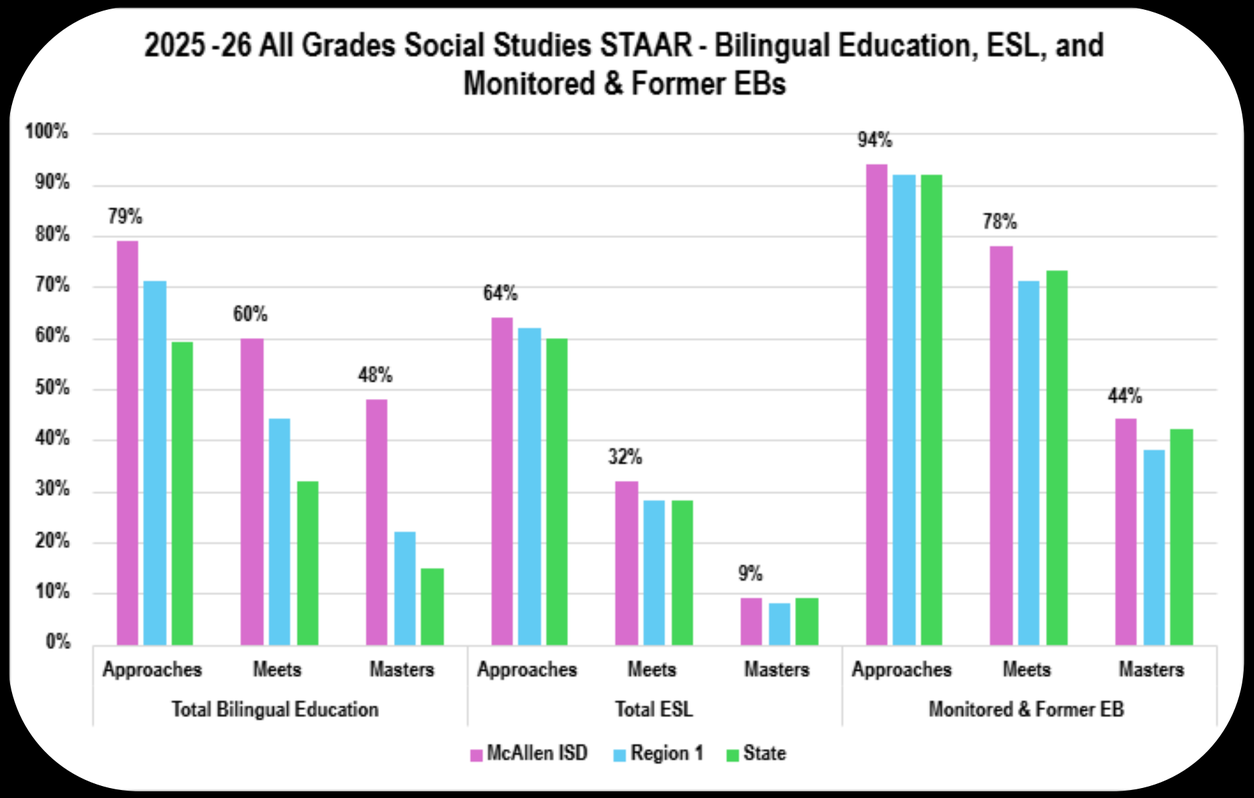
Academic Performance



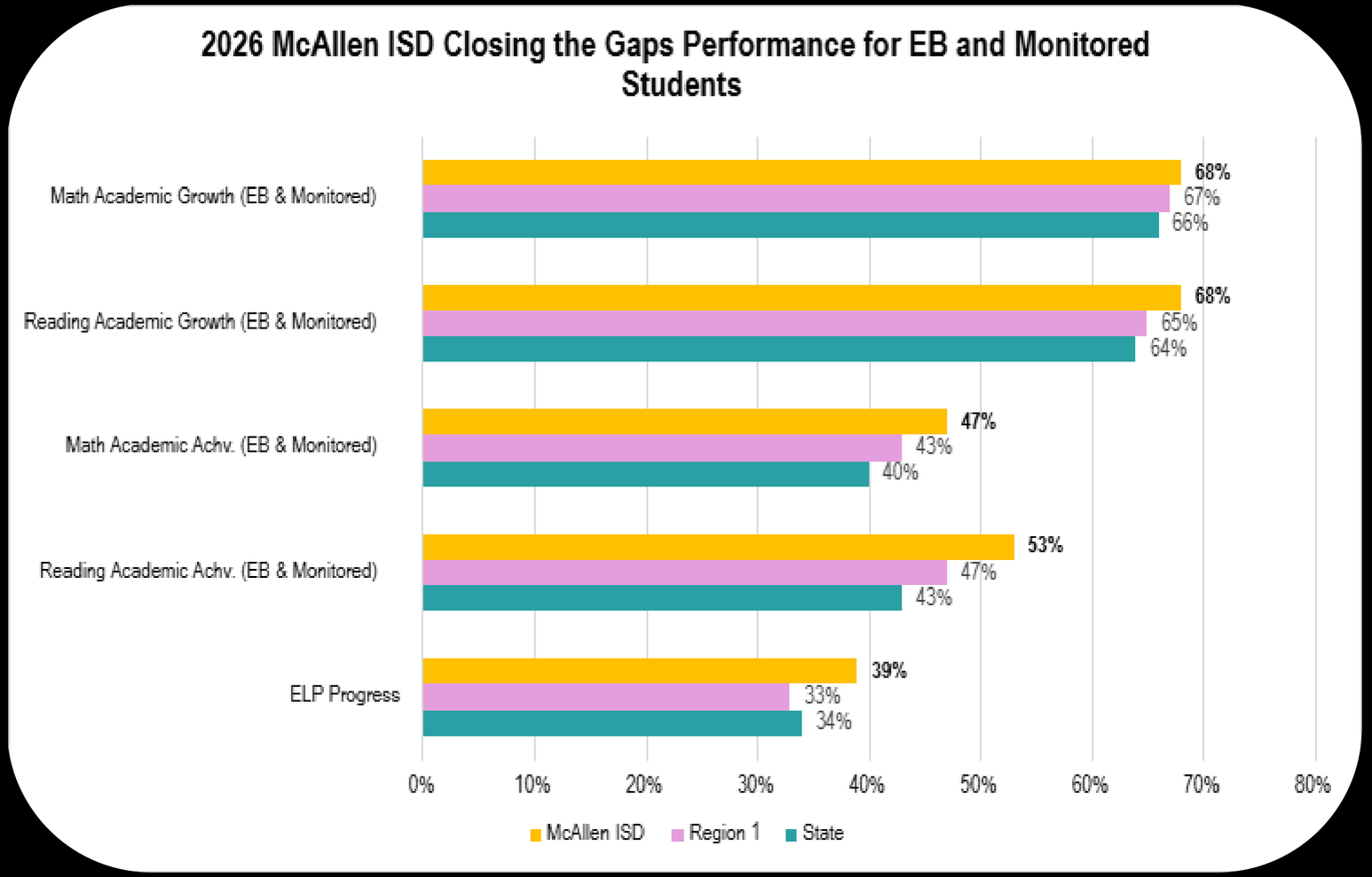


Academic Performance

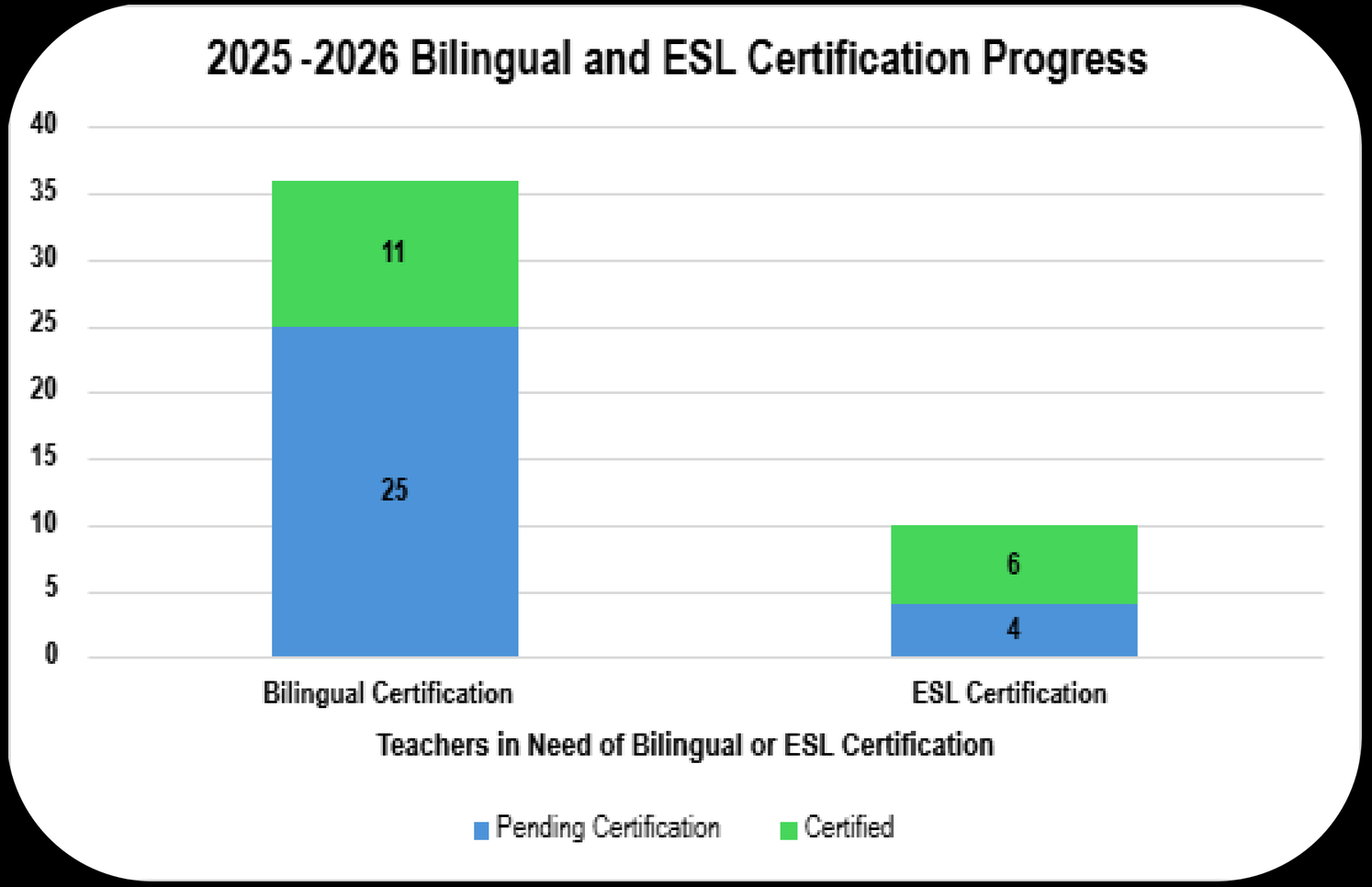




Academic and Linguistic Progress



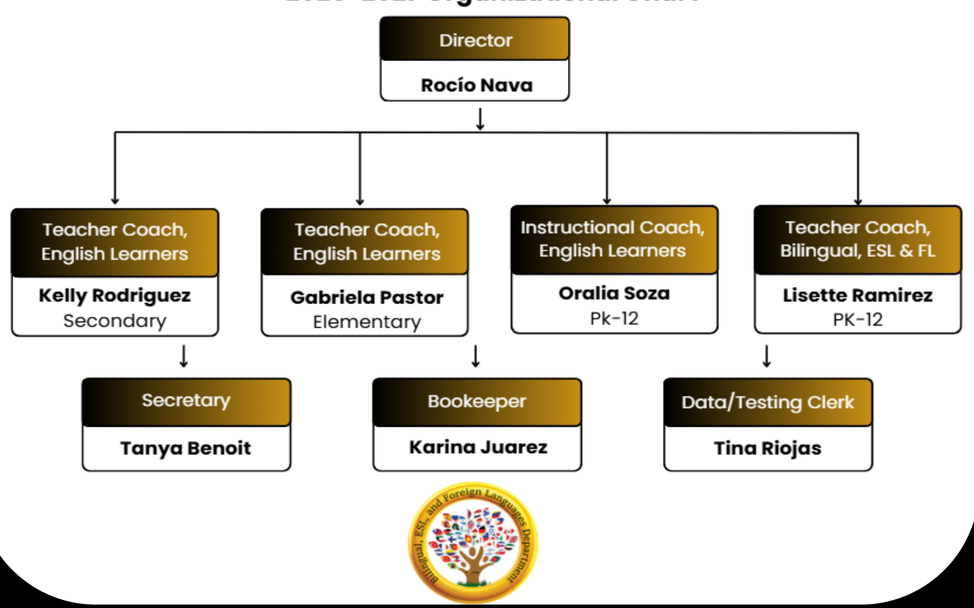
Bilingual and ESL Certification Progress



McALLEN ISD

McALLEN ISD

Bilingual, ESL, and Foreign Languages Department
2026-2027 Organizational Chart





Thank you!

¡Gracias!

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 5, 2026

SUBJECT: Report Regarding the Health Plan Update

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

McAllen ISD administers a self-funded group health insurance plan through its third-party administrator, UnitedHealthcare. Under the self-funded arrangement, the District is financially responsible for eligible healthcare claims, with plan activity funded through the District's Health Insurance Fund. As healthcare utilization, claims costs, and other plan expenses continue to impact the financial position of the Health Insurance Fund, the District is monitoring plan performance, claims activity, funding levels, and cost trends. The District also continues to evaluate sustainable cost-containment strategies and opportunities to improve the overall financial management of the plan.

This report is intended to provide the Board of Trustees with a consistent overview of the health plan's financial and operational performance, including key trends, significant developments, and areas requiring continued monitoring or action.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The District will evaluate the trends of the health fund expenses.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Plan expenditures are funded through the District's Health Insurance Fund and are monitored within the approved budget.

RECOMMENDED BOARD ACTION:

This item is for informational purposes only.

Attachment: ✔

SUBMITTED BY: Signed by: Karina Garza 911A8BFA075A4DE...

SUPERVISOR: DocuSigned by: Albert Canales 781210883BE848C...

For further information contact:
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Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez EDBFA13512CA427...

Superintendent of Schools

Employee Health Plan Update

Presented by Karina Perez, Director of Employee Benefits

October 20, 2026

The Bottom Line

The health plan is sustainable only if we manage both cost and funding.

2025-26

The plan cost $33.23 million, including $3.19 million for claims owed at year end *(mentioned at the October 6th board meeting)*.

Transfers of $8.21 million and the plan's starting balance closed the year at $0.

2026-27

We project a gap of $9.25 million to $11.87 million.

The General Fund can cover this year's gap and stay above the 75-day minimum.

2027-28

Plan design and contribution changes start closing the gap to reduce relying on transfers.

Today we ask for the Board's support on the 2026-27 projected transfer.

How Our Plan Works and Three Years of Results

The district is self-funded. District and employee contributions pay employee claims directly. When costs exceed contributions, the General Fund covers the difference.

	2024-25 Actual	2025-26 Actual	2026-27 Projected
Contributions	$24.10 million	$25.02 million	$23.73 million
Costs	$28.14 million	$33.23 million	$32.98 million
Shortfall	**$4.04 million**	**$8.42 million**	**$9.25 million**
Transfers to the plan	$3.84 million	$8.21 million	$9.25 million

What Drives Our Costs

In 2025-26, the district added $8.21 million beyond regular contributions to keep the plan funded.



Lower employee enrollment reduced the contributions available to cover plan costs.



The plan is underfunded. Employer and employee contribution rates do not cover the full cost of claims and administration.



High-cost claimants: 39, totaling $6.33 million. This includes $3.59 million from out-of-network emergency room visits and one hospital.

Why Claims Arrive Months After Care

1. Doctors and hospitals bill weeks or months after a visit.

2. At year end, accounting standards require us to estimate the claims still owed.

3. The June 30, 2026 financial statements include an estimate of medical claims for care already provided but not yet paid. This estimate is based on the claims lag report and may be updated after the October 15 report.

4. Our external auditor is reviewing the estimate as part of the 2025-26 annual audit.

UHC Lag Report

United Healthcare

Claim Lag Study

Claim Lag Study

Metrics Book Year/Month	Payments 2026-Jan	Payments 2026-Feb	Payments 2026-Mar	Payments 2026-Apr	Payments 2026-May	Payments 2026-Jun	Payments 2026-Jul	Payments 2026-Aug	Payments Total
2026-Jan	$251,123								**$251,123**
2026-Feb	$859,510	$497,133							**$1,356,643**
2026-Mar	$254,851	$727,219	$516,929						**$1,498,999**
2026-Apr	$29,377	$94,757	$776,045	$492,237					**$1,392,416**
2026-May	$30,223	$417,814	$206,223	$521,242	$381,720				**$1,557,221**
2026-Jun	$14,651	$297,086	$80,392	$61,463	$620,814	$522,025			**$1,596,431**
2026-Jul	$5,858	$24,081	$462,354	$611,274	$480,681	$958,571	$729,472		**$3,272,290**
2026-Aug	$4,803	$4,590	$9,394	$7,555	$1,006,221	$572,594	$665,641	$472,367	**$2,743,164**
Total	**$1,450,396**	**$2,062,679**	**$2,051,337**	**$1,693,770**	**$2,489,435**	**$2,053,190**	**$1,395,113**	**$472,367**	**$13,668,287**

This report shows how claims for care in each month are paid over the months that follow.

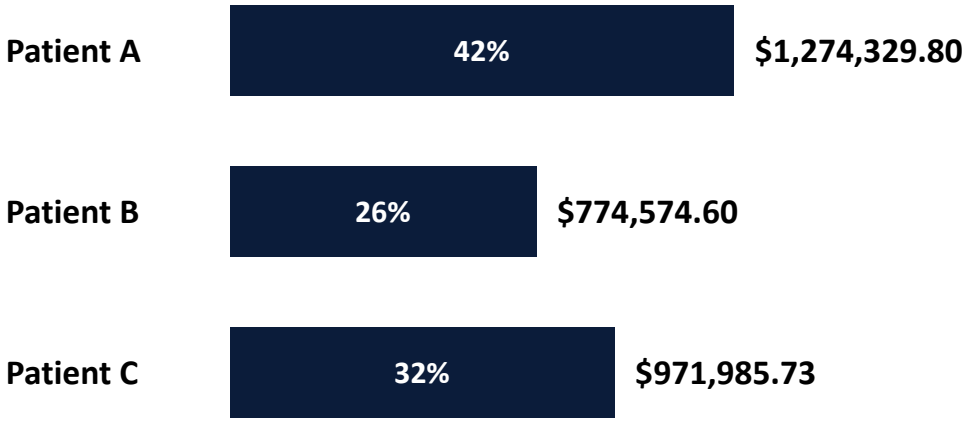
Neonatal Services: #1 Plan Expense

TOTAL PAID: 3 NEONATAL CLAIMANTS

$3,020,890

Neonatal care is the #1 expense for our health plan.

Perinatal Period is the top diagnosis group: 17% of medical paid PMPM ($64 PMPM).



PROPOSED SOLUTION

Create an Exclusive Provider Organization (EPO)

- Exclude certain high-cost specialty facilities from the network
- EPO members receive covered care from in-network providers only

Stop-Loss Update | Liberty Mutual

Current Issue	Liberty Mutual is currently applying the $2M Annual Specific Deductible (ASD) across the claims at issue, including the non-cancer claims.
District Position	The District and broker understood the ASD to be associated with the high-cost cancer claimants identified during renewal.
Action Underway	Administration and the broker are challenging Liberty Mutual's position and pursuing reimbursement.
Recommendation	Administration recommends Legal Counsel review the policy language and renewal communications to determine the District's position and available remedies.

Proposed Changes for 2027-28

Action	Effective	Annual Impact
2026-27 projected gap (base case)		$9.25 million
2027 plan design changes	January 1, 2027	($0.90 million) (est.)
Proposed additional district contribution of $55 per employee per month	July 1, 2027	($1.98 million) (est.)
Proposed employee contribution increase of 30%	April 1, 2027	($0.81 million) (est.)
Total proposed changes		($3.69 million)
Remaining gap		**$5.56 million**

Proposed changes are based on claims data. The remaining gap will be addressed in the 2027-28 budget, presented in February 2027.

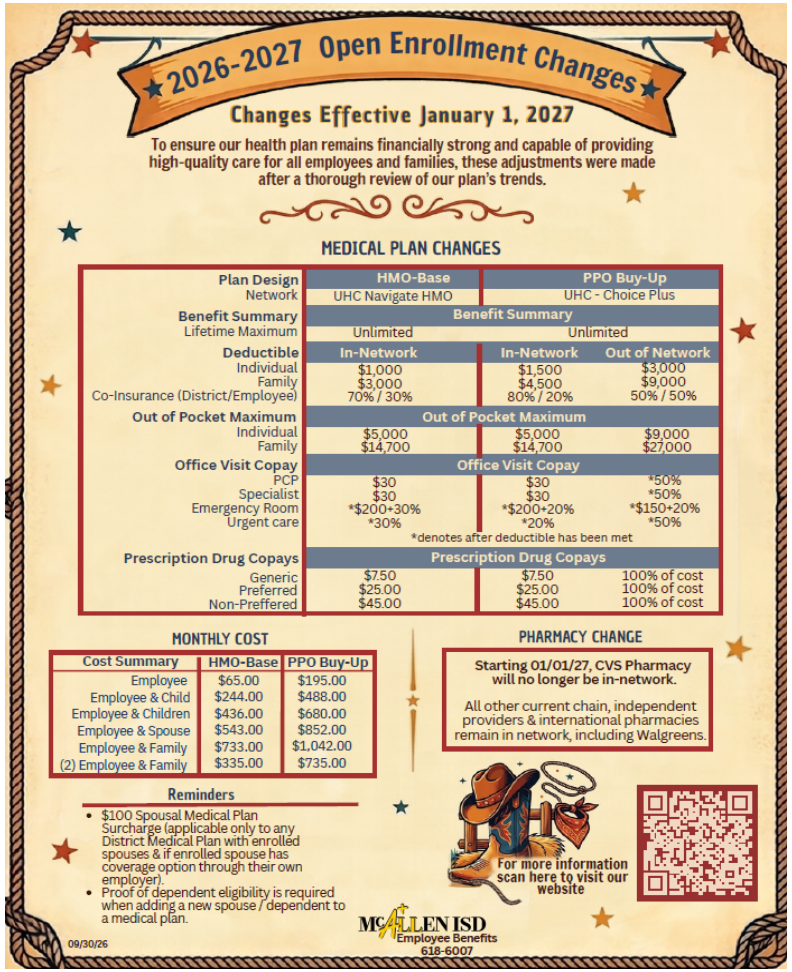
180

The district and employees both contribute more.

Actions Taken and 2027 Plan Changes

Actions taken:

- Moved medical plan administration to United Healthcare in January 2026.
- Increased the district contribution by $55 per employee per month in 2025-26, adding $1.98 million.
- HMO and PPO Plans effective January 1st, 2027 *(est. savings $900k).*
- Exclude Out of Network Emergency Room *(est. savings $820k).*
- CVS will no longer be in-network, all other independent and international pharmacies remain in network, including Walgreens. *(est. savings $207k).*



2026-2027 Open Enrollment Changes

Changes Effective January 1, 2027

To ensure our health plan remains financially strong and capable of providing high-quality care for all employees and families, these adjustments were made after a thorough review of our plan's trends.

MEDICAL PLAN CHANGES

Plan Design	HMO-Base	PPO Buy-Up	
Network	UHC Navigate HMO	UHC - Choice Plus	
Benefit Summary			
Lifetime Maximum	Unlimited	Unlimited	
Deductible	In-Network	In-Network	Out of Network
Individual	$1,000	$1,500	$3,000
Family	$3,000	$4,500	$9,000
Co-Insurance (District/Employee)	70% / 30%	80% / 20%	50% / 50%
Out of Pocket Maximum			
Individual	$5,000	$5,000	$9,000
Family	$14,700	$14,700	$27,000
Office Visit Copay			
PCP	$30	$30	*50%
Specialist	$30	$30	*50%
Emergency Room	*$200+30%	*$200+20%	*$150+20%
Urgent care	*30%	*20%	*50%
*denotes after deductible has been met			
Prescription Drug Copays			
Generic	$7.50	$7.50	100% of cost
Preferred	$25.00	$25.00	100% of cost
Non-Preffered	$45.00	$45.00	100% of cost

MONTHLY COST

Cost Summary	HMO-Base	PPO Buy-Up
Employee	$65.00	$195.00
Employee & Child	$244.00	$488.00
Employee & Children	$436.00	$680.00
Employee & Spouse	$543.00	$852.00
Employee & Family	$733.00	$1,042.00
(2) Employee & Family	$335.00	$735.00

PHARMACY CHANGE

Starting 01/01/27, CVS Pharmacy will no longer be in-network.

All other current chain, independent providers & international pharmacies remain in network, including Walgreens.

Reminders

- $100 Spousal Medical Plan Surcharge (applicable only to any District Medical Plan with enrolled spouses & if enrolled spouse has coverage option through their own employer).
- Proof of dependent eligibility is required when adding a new spouse / dependent to a medical plan.

For more information scan here to visit our website

McALLEN ISD Employee Benefits 618-6007

09/30/26

Timeline

WHEN	WHAT
Now	Open enrollment for January 1, 2027 plan options
Monthly	Projection updates to the Board
Spring 2027	Final 27-28 contribution rates presented for approval
April 1, 2027	Employee contributions begin
July 1, 2027	New district contributions begin

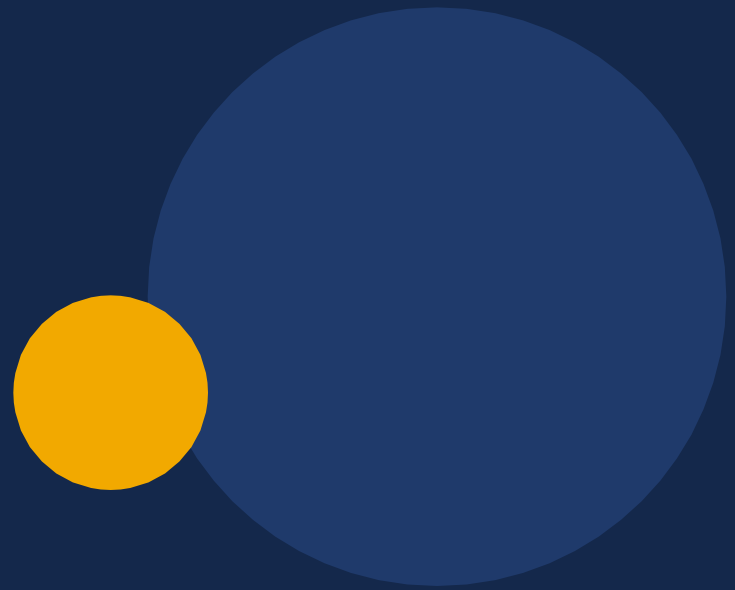
Next Steps:

1. **November 10:** The Board considers a partial Health Fund transfer amendment for 2026-27. Staff will continue to monitor the plan and bring a second amendment in May only if needed.
2. **2027-28 budget:** The Board evaluates the proposed district and employee contribution changes as part of budget development.

Long-term goal: A plan that funds itself without General Fund transfers.

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Questions



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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

SUBJECT: Report Regarding Teacher Incentive Allotment Update

REFERENCE: Goal 2: People Development; Strategy 2: Experienced Staff

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
For 2025-26, McAllen ISD attained 46% of its teachers holding an active Teacher Incentive Allotment (TIA) designation. This included 406 new and higher designations for a total of 596 designated teachers. McAllen ISD generated over 5.6 million dollars in allotment dollars, leading to over 5 million dollars in payroll being issued to its designated teachers in August of 2026.

The district is now preparing to submit its TIA data collected during the 2025-2026 school year. As part of this process the state's TIA program guidelines allow districts to analyze student growth data and teacher evaluation scores for that year and determine how best to finalize their Teacher Incentive Allotment parameters for alignment with the state's validation requirements. This process determines the difference between instructional data collected during the year, and Teacher Incentive Allotment data that results from the district's analysis.

District data and proposed designations are validated as a whole. This means that all designations proposed by a school district are granted based on the overall validation process. The state does not review or approve designations at the individual teacher level.

Each year McAllen ISD works to maximize its number of approved Teacher Incentive Allotment designations by working within state program guidelines to attain data validation. The district consults with both the Region 1 ESC and (SLO Hub and TIA Teams) and Region 18 ESC (Data Collection Hub) during its analysis of student growth, T-TESS, and its designation proposal process prior to finalization of its Teacher Incentive Allotment parameters.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The Region One ESC SLO Hub will present on the difference between instructional data and Teacher Incentive Allotment parameters. They will also review the purpose of the analysis of student growth and T-TESS data prior to finalizing Teacher Incentive Allotment parameters. Updates will also be provided regarding the district's TIA program.

LEGAL REVIEW: Not Applicable.

BUDGETARY CONSIDERATIONS: Not Applicable.

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

Attachment: ✔

SUBMITTED BY: Signed by: John Grossi 280B56D1495D400...

SUPERVISOR: DocuSigned by: Albert Canales 7812108836E846C...

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Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

SUBJECT: Report Regarding the McAllen Independent School District Strategic Planning Development by MoakCasey, LLC

REFERENCE: Goal 1: Student Achievement/Student Focus, Goal 2: People Development, Goal 3: Facility Priorities, Goal 4: Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Dr. Canales will be providing an update on the Strategic Plan and the finalization process.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Report regarding the Strategic Plan and any feedback from Board on the finalization for November 10th Board Meeting.

LEGAL REVIEW:

Not applicable.

BUDGETARY CONSIDERATIONS:

Not applicable.

RECOMMENDED BOARD ACTION:

This item is for information purposes only.

Attachment: ☐

SUBMITTED BY: DocuSigned by: Albert Canales 781210B838E848C...

SUPERVISOR: Signed by: Lorena Garcia F91D3BE666D0441...

For further information contact:
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Email: alberto.canales@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E08FA13512CA427...

Superintendent of Schools

From Strategic Priorities to Measurable Results

The Balanced Scorecard translates district direction into a coherent framework for action, measurement, and accountability.

STUDENTS

Student achievement, well-being, and development

STAFF

Professional growth, recruitment, and support

COMMUNITY

Communication, trust, and partnerships

FINANCIAL INTEGRITY & TRANSPARENCY

Responsible stewardship and public trust

Strategic direction → District actions → Progress monitoring → Long-term outcomes

Development Progress: Completed and Underway

COMPLETED

SWOT analysis; review of district beliefs; vision and mission analysis; proposed statements developed.

IN REFINEMENT

Strategic objectives and long-term outcomes across the four district priorities.

NEXT TO FINALIZE

Validate measures and targets; Cabinet review; incorporate feedback; prepare final Board materials.

Overall status: Near completion | Final Board consideration: November 10, 2026

The Balanced Scorecard in Action

Illustrative example from Priority 1: Students — Student Achievement

WHAT

STRATEGIC OBJECTIVE

Increase Student Achievement

HOW

KEY STRATEGIC ACTION

Establish a coherent assessment and data-use system to monitor student learning and inform timely instructional response.

MONITOR

DISTRICT PROGRESS MEASURE

Percentage of students on track to achieve Meets Grade Level or Above based on district formative and common assessments.

RESULT

LONG-TERM OUTCOME

Increase Student Success component measure for all students performing at **meets grade level** or above across all tested subjects from 60% to 70% by 2030.

Draft example — wording and targets remain subject to final validation and Board action.

Board approval: strategic objectives and long-term outcomes | Administrative tools: actions and progress measures

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Path to November 10 Board Approval

COMPLETED

Foundational planning

SWOT, identified priorities, beliefs, vision, mission

NOW

Refine and validate

Objectives, outcomes, baselines and targets

By OCT 30

Cabinet and final review

Revisions, alignment and Board packet

NOV 10

Board consideration

Five strategic direction components

NOVEMBER 10 — PROPOSED BOARD APPROVAL

Vision • Mission • Beliefs • Strategic Objectives • Long-Term Outcomes

Administrative strategic actions and progress measures support implementation and are not part of this approval request.

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

SUBJECT: Report Regarding Unaudited Fund Balance

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Administration will update the Board on the district's financial position, the pressures expected in 2026-27, and the plan to address them.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The presentation covers:

- Fund balance and days of cash on hand
- 2026-27 pressures: employee health plan, enrollment decline, Child Nutrition, and additional needs
- The plan to align staffing with enrollment through attrition, manage costs, and maximize revenue
- Key dates through 2027-28 budget adoption

The district can cover this year's pressures from fund balance while it puts recurring solutions in place.

LEGAL REVIEW:

Not applicable.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

Information only.

Attachment: ☑

SUBMITTED BY: Signed by: Joel Garcia A51E95C5E69E449... **SUPERVISOR:** Signed by: Lorena Garcia F91D3BE666D0441...

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Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

MCALLEN INDEPENDENT SCHOOL DISTRICT

2026-27 Budget Status and Path Forward

Lorena Garcia, Deputy Superintendent for Business and Operations

October 20, 2026



The Bottom Line

Where we are

- McAllen ISD is financially stable today, with **116 days** of cash on hand against a TEA benchmark of **75**.
- Classroom instruction and student services continue as usual.
- We see pressures ahead, mainly enrollment and the employee health plan. Most of these costs are recurring.
- Our plan is already underway.

How we will decide: With transparency and data, students first, and care for the people who serve them. Staffing changes will come through attrition, retirements, and vacancies, not layoffs.

Today, October 20
Employee Health Plan update and Child Nutrition update

Coming next

- **November 10:** 2025-26 audit; additional needs, Health Fund, and bus funding amendments
- **December 8:** TASB Staffing Study
- **February 2027:** preliminary 2027-28 budget gap, with the plan to address it

What will it take: Difficult decisions over the next two budget cycles. We are acting now, while we are strong, so we can make them carefully.

PART 1:

WHERE WE STAND



Where We Stand: June 30 and Today

June 30, 2026 (unaudited)

- Total fund balance, all funds: **$118.55 million***
- General Fund: **$98.59 million***
- Nonspendable (inventories and prepaids): **$3.87 million***
- Unassigned: **$94.73 million***, close to the June projection of $95.07 million
- Days cash on hand: **114***
    - Based on 2025-26 daily operating cost of $0.83 million

Today, October 6, 2026

- Less adopted 2026-27 deficit: **($2.96 million)**
- Less approved additional needs: **($1.22 million)**
- Current unassigned balance: **$90.55 million***
- Days cash on hand (FIRST Indicator 7): **116**
    - Based on 2026-27 projected daily operating cost of $0.78 million

TEA benchmark: 75 days

Takeaway: We start this year from a position of strength.

*Unaudited. Final figures come with the November audit. Amounts may differ due to rounding.

2025-26 Fund Balance Draws

Use	Amount
Paid off the 2011 maintenance tax note early (net of interest earned)	$14.87 million
Employee health plan support (General Fund transfers)*	**$7.08 million**
Other General Fund one-time uses, net of year-end savings (approved needs, retention stipends, and other adjustments)	$4.12 million
Prior-year budgets and purchase orders carried forward	$3.30 million
Quinta Mazatlán, City of McAllen (final contribution)	$3.04 million
Child Nutrition	$1.53 million
Career and Technical Education	$1.16 million
Other program funds grew	($1.46 million)
Total decrease: $152.19 million to $118.55 million	**$33.64 million**

*General Fund only. The health insurance fund also received $1.00 million from Workers' Comp (772) and $0.13 million from Unemployment (771), both on May 29, 2026, for total transfers of $8.21 million (slide 10).

Most of these were planned, one-time uses

Health plan support is the exception. It may continue without changes.

Takeaway: The decline was mostly by design, and the health plan is the cost we must fix.

2026-27 Budget at a Glance (as adopted)

Revenues

$283.00 million

Appropriations

$287.92 million

Difference covered by fund balance

$4.92 million

General Fund deficit, which includes the compensation increase for our staff **$2.96 million**

Tax note payment from interest earned in prior years **$1.96 million**

Payroll is **83%** of the General Fund budget

The Board continues to receive monthly budget amendments and quarterly budget-to-actual reports

PART 2:

PRESSURES AHEAD



Pressures We Are Planning For

Recurring (these continue every year unless we act)

- Employee health plan: **$9.25 million to $11.87 million**
- Student enrollment decline: **$1.98 million** (estimate)
- Recurring total: **$11.23 million to $13.85 million**

Other 2026-27 items (tentative)

- Child Nutrition: **about $1.46 million** (detail in the Child Nutrition update)
    - Recommendation: do not proceed with the scratch cooking construction and equipment, saving about $0.96 million
- Additional needs: **about $3.00 million**, mostly one-time

Total 2026-27 pressures: $15.69 million to $18.31 million (tentative)

- Already in the budget: the adopted deficit of $2.96 million
- The district can cover this year's pressures from savings and stay above the 75-day benchmark.

Takeaway: Most of these are recurring. One-time savings cannot fix a recurring cost, so we must act.

Enrollment

Enrollment: 20,399 (2022-23) to 19,435 (2025-26), a decline of 964 students (4.7%)

Budgeted for 19,203 students. Current enrollment, as of October 2, 2026: **18,952**. That is 251 below budget and 483 below last year.

Estimated revenue impact: $1.98 million. Program coding is final after the PEIMS fall snapshot on October 30, 2026, so the final amount may be higher or lower.

Our plan

Reduce costs by at least the $1.98 million lost in revenue, mainly by aligning staffing with enrollment through attrition, retirements, and vacancies. Staffing will follow students, so class sizes and support stay consistent.

- Families can help: every day a student attends school supports our students and our funding.
- Enrollment recovery efforts continue through the year.
- Use of Optional Flexible School Day Program

Takeaway: We will adjust staffing through attrition so costs match revenue and share an updated estimate after October 30.

Employee Health Plan

Employee Health Plan (detail in the prior presentation)

- **2025-26:** Plan costs exceeded contributions, including $3.69 million for claims owed at year end. The district transferred $8.21 million* to help cover the shortfall, on top of a $1.98 million increase in the employer contribution.
- **2026-27:** Projected gap of $9.25 million to $11.87 million.
- **Why:** Contributions cover about 75 cents of every dollar the plan spends. A small number of high-cost claims make up a large share of spending.

Proposed changes

- New plan options on January 1, 2027.
- A proposed additional district contribution of $55 per employee per month ($1,980,000) starting July 1, 2027 and a 30% employee contribution increase, starting April 2027.
- Together with plan design changes, these close about **$3.69 million** of the gap. About **$5.56 million** remains for the 2027-28 budget.
- November 10: Health Fund transfer amendment. Early 2027: final contribution rates.

Takeaway: The General Fund can cover this year's gap. The proposed changes are a start, not the full solution.

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*Transfers into the health insurance fund: $7.08 million from the General Fund (slide 5), $1.00 million from Workers' Comp (772), and $0.13 million from Unemployment (771), both on May 29, 2026

PART 3:

OUR PLAN



Staffing

Aligning Staffing with Enrollment Through Attrition

- Enrollment has declined, and we continue to adjust staffing.
- We will add staff where students need it most, including special education.
- We align staffing with enrollment through attrition, retirements, and vacancies, not layoffs.
- We will work with campus and department leaders on every staffing change.
- Changes start farthest from the classroom.
- The TASB Staffing Study will be presented to the Board on December 8, 2026.
- Class sizes and student support will stay consistent.

Takeaway: Staffing will follow students, phased in over several years as positions open.

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Our Plan, Already Underway and Managing Costs

Already Underway

- Trimmed department budgets at adoption
- Moved medical plan administration to United Healthcare in January 2026
- Adding an HMO Plan, excluding out-of-network emergency room benefits, and exclusion of CVS Pharmacy
- Requesting proposals for Stop-Loss Insurance
- Dr. Albert Canales, Chief Human Resources Officer; Dr. Olivarez, Director for Federal and State Programs; and Leo Saenz, CTE Director, are moving eligible CTE positions to federal or State Compensatory Education funds

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Managing Costs

- Staffing aligned with enrollment through attrition
- Review programs, purchases, and software for overlap and low use
- Use the master schedule and staff time efficiently
- Manage extra duty, substitute, and overtime costs

Our Plan, Maximizing Revenue

Maximizing Revenue

- Improve attendance; state funding follows attendance
- Use the optional flexible school day program to improve attendance
- Report every eligible student in every program through accurate PEIMS coding
- Charge eligible costs to restricted program funds

Takeaway: Work began before this meeting. We will reduce costs through attrition, starting farthest from the classroom, and make sure we receive every dollar we have earned.

PART 4:

ONLY WHAT IS NEEDED



Additional Needs and Items Funded Outside the Budget

Mostly one-time: deferred replacements, safety needs, and student opportunities. Final requests come to the Board on November 10.

Department	2026-27 Request
Technology	About $1.0 million (tentative)
Transportation	About $1.0 million (tentative)
Athletics	About $0.5 million (tentative)
Fine Arts	About $0.5 million (tentative)
Total	**About $3.0 million (tentative)**

Funded outside the operating budget (no General Fund balance used)

- **New school buses:** about 10 buses at about $200,000 each, funded with about $2.0 million in bond interest to meet state bus safety requirements (SB 546). Long-term plan: about 40 buses over three years.
- **K-1 iPads:** about $1.4 million, funded from the Early Education Allotment restricted fund balance, for reading and math
- **Stadium scoreboard:** about $1.6 million, funded entirely by sponsorships

Takeaway: This year's requests are less than half of last year's.

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PART 5:

THE PATH FORWARD



Our Savings: Strong Enough for This Year, Not Every Year

Fund balance is our savings account, for one-time needs and emergencies.

Scenario	Health Plan Gap	Fund Balance	Days Today	Fund Balance After Pending Items	Days After Pending Items
As of October 6, 2026*		$90.55 million	**116 days**	$84.11 million	**107 days**
Base case	$9.25 million	$81.30 million	**104 days**	$74.86 million	**96 days**
National cost growth	$11.87 million	$78.68 million	**100 days**	$72.24 million	**92 days**

Every scenario stays above the TEA benchmark of 75 days this year.

Recurring pressures of about **$11.2 million** a year use about **14 days** of savings each year. If nothing changes, we would fall below 75 days by the end of 2028-29.

Takeaway: Savings can cover this year, not recurring costs every year. That is why we are acting now.

*Unaudited. Final figures come with the November audit. Current unassigned balance $90.55 million. Pending items $6.44 million (enrollment, Child Nutrition, additional needs). Operational days equal assigned and unassigned fund balance divided by $0.78 million in 2026-27 projected daily operating cost (FIRST formula).

A Transition Year: From 2026-27 to 2027-28

2026-27: protect the year

- **October 30:** PEIMS fall snapshot; enrollment revenue estimate updated
- **November 10:** 2025-26 audit; additional needs, Health Fund, and bus funding amendments
- **Monthly:** health plan projection updates to the Board

2027-28: build lasting fixes

- **December 8, 2026:** TASB Staffing Study presented to the Board
- **January 1, 2027:** new health plan options take effect
- **January 2027:** 2027-28 budget work begins
- **February 2027:** preliminary budget gap and plan presented
- **Early 2027:** final health plan contribution rates
- **Spring 2027:** staffing recommendations
- **April 2027:** new district and employee health plan contributions begin
- **June 2027:** 2027-28 budget adoption

Goal: a balanced budget, with recurring costs covered by recurring revenue

Our teachers and staff serve our students every day. Our job is to protect that work while we make these changes.

Takeaway: Difficult decisions with students first, and with care for our staff. The Board and community will see progress at every step.

Questions



Docusign Envelope ID: E734A091-E564-83EB-8007-DF5E094821EF

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

SUBJECT: Report Regarding CNP Strategic Plan Update and Financial Outlook

REFERENCE: Goal 1: Student Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The Child Nutrition Program is committed to providing nutritious, high-quality meals that promote student health and academic success. We will report on CNP financial outlook as we move forward as the department is advancing a strategic plan focused on expanding scratch cooking practice and implementing clearly defined goals and key strategies to strength meal quality and overall program performance.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

This item is for information purpose only

LEGAL REVIEW:

None

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

This item is for information purpose only

Attachment: ☐

SUBMITTED BY: Signed by: Sonia Esquivel 088D7DAD4B95429...

SUPERVISOR: Signed by: Lorena Garcia F91D3BE666D0441...

For further information contact:
Name: Sonia Esquivel, Director of Child Nutrition Program
Office: (956) 632-3226
Email: sonia.esquivel@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BEA13512CA427...

Superintendent of Schools

Child Nutrition Program

Strategic Plan Update and Financial Outlook

Board of Trustees | October 20, 2026

Strategic Goals: Building Momentum

Healthier, scratch-cooked meals, better kitchens, and a stronger team.

Goal 1: Expand Scratch Cooking

17% to 71%

scratch-cooked menu items over three years

- Up 3% in August and 2% by end of October.
- Applied to the Chef Ann Foundation.
- Joined the Eat Real Fall menu Cohort.

Goal 2: Kitchen Equipment

On track

Central Kitchen upgrade

- Board approved negotiations on September 8.
- Award issued September 16; vendor bonded September 30.
- Contract being finalized now.
- Recommend that we postpone due to budget constraints

Goal 4: Staff Development

In-house

culinary training, at lower cost

- Every employee is required to have a minimum of six hours of training a year.
- District-wide training held in August.
- Next session in January 2027.

Goal 3: Participation Is Our Biggest Opportunity

Students are adjusting to healthier, scratch-cooked menus. Every meal served brings in federal revenue.

Meal	Goal	2025-26	2026-27 so far	Change
Breakfast	80%	75.72%	68.88%	**-6.84 points**
Lunch	80%	83.93%	80.71%	**-3.22 points**
Dinner	11%	8.95%	7.93%	**-1.02 points**

September

10% fewer

breakfasts and lunches than last September

Bringing students back: underway this fall

- Golden Plate Award: campuses with the highest participation earn a treat for students every six weeks.
- Student taste tests and feedback are shaping menu improvements.
- Continued menu improvements

Financial Outlook at a Glance

Every student receives free meals. The program's cost currently exceeds its revenues, and we are addressing it now.

2025-26: How we ended

Spent $1.53 million more than it brought in.

Revenue came in below budget. The fund balance ended at $0.62 million.

2026-27: This year

Projected gap of $1.46 million at year end.

This is after using the remaining $0.51 million fund balance. The steps being proposed could eliminate the gap.

2027-28: Looking ahead

New Federal eligibility rules could reduce revenue by $2.0 or more, depending on the certification outcome.

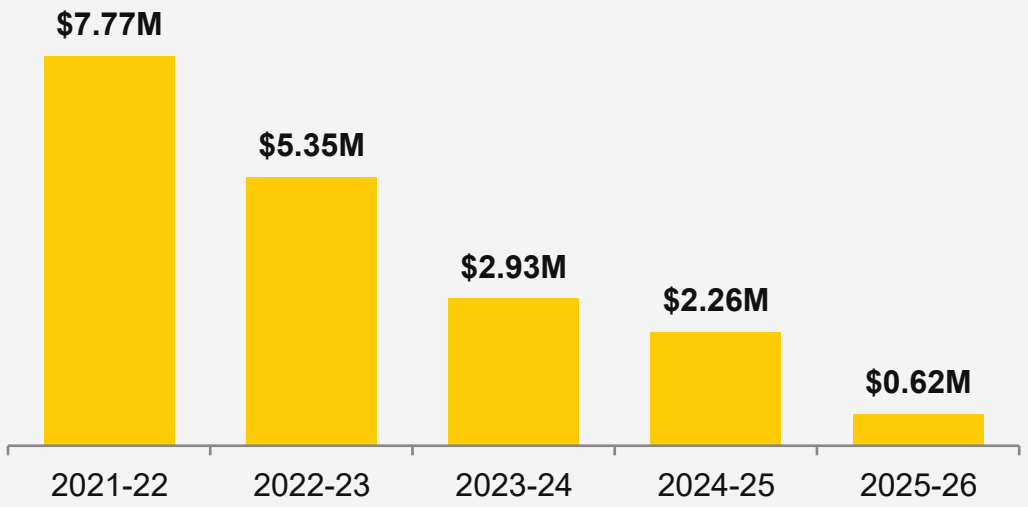
A new eligibility cycle begins. Certifying every eligible student and raising participation will reduce the impact.

We are aligning staffing, operations, and expenses with enrollment and available revenue while maintaining service to students.

How We Got Here

Five years of facility investments, declining meal participation and enrollment, and rising costs.

Fund balance invested in campus kitchens



Kitchen renovations, kitchen equipment, freezer repair, and delivery vehicles.

Fewer meals

$1.53 million

Expenditures higher than revenue.

- Participation is down at every meal.
- District enrollment has declined by 475 students.

Higher costs

$0.29 million

added by the 3% pay raise

- Food prices are expected to rise about 3%.
- Staff costs stay the same when meals drop.

2026-27: Budget Compared With Projection

Revenue is running below budget because fewer meals are being served.

	2025-26 Actual	2026-27 Budget	2026-27 Projected if no Changes are implemented
Revenue	$19.78 million	$23.31 million	$19.93 million
Ongoing costs	$20.94 million	$22.20 million	$21.04 million
Equipment	$0.36 million	$1.22 million	$0.96 million
Net	**($1.53 million)**	**($0.12 million)**	**($2.08 million)**
Fund balance, June 30	**$0.62 million**	**$0.51 million**	**($1.46 million)**

What we are watching: if September's lower meal counts continue all year, the year-end gap would grow by about $0.77 million.

Excludes TRS on-behalf. 2025-26 unaudited. Projection uses actual results through September 2026 (preliminary). Projections if no changes are implemented.

2027-28: Looking Ahead To CEP Reimbursement Rates

All students will continue to eat for free. A new federal eligibility cycle will change reimbursement rates beginning in 2027-2028.

Today, through 2026-27

90.32%

of meals paid at the free rate

2027-28 estimate

66% to 77%

of meals paid at the free rate

$2.0 or higher
less federal revenue a year (estimate)

What we can influence

- The rate depends on how many students are directly certified, through programs such as SNAP, on April 1, 2027.
- Each additional point is worth about $0.27 million a year. Child Nutrition is working to certify every eligible student.
- Staffing, purchasing, and operating costs will be aligned with projected meal counts and federal reimbursement rates.

Our Plan: Matching Costs to Revenue

We are reducing costs this year and aligning staffing with enrollment and revenue going forward.

Step	Status	Est. savings
Maintain 14 vacant positions; fill some roles part-time (no layoffs)	**Underway**	$0.35 to $0.42M
Postpone major Central Kitchen Renovation and any budgeted kitchen equipment purchases	**Proposed**	1.02M
Keep food cost per meal at last year's level	**Underway**	$0.25M
Keep campus overtime within budget (monitored monthly)	**Underway**	$0.03M
Increase meal participation by 10% (Golden Plate Award, menu enhancements)	**Underway**	$0.70M
Steps underway		**$2.35 to $2.42M**
Lower food cost per meal 3% more (bids, USDA Foods)	**Planned**	$0.25M
Grow adult and a la carte sales; equipment grants	**Planned**	Up to $0.10M
All steps	219	**$2.6 to $2.77M**

General Fund support needed

$0

Ending fund balance

$0.53 million

after steps taken

For 2027-28

- Set staffing from projected meals and federal rates.
- Adjust through attrition and part-time roles.
- Certify every eligible student by April 1.

Child Nutrition leads each step; the Business Office reviews progress monthly. The proposed equipment deferral excludes essential tilting skillets needed for expanded scratch cooking. Savings are estimates until confirmed.

Where the Program Stands

Strong momentum on our goals. We are taking steps to align costs with enrollment and available revenue.

Strategic goals	**On track**	Scratch cooking is expanding within current operations, and staff training is now conducted in-house. To align costs with available revenue, the Central Kitchen project is recommended for postponement,
Participation	**Focus area**	Meal participation remains a focus area. The Golden Plate Award and menu enhancements are underway to increase participation.
2026-27	**Plan underway**	Projected gap of $1.46 million if no action is taken. Steps being proposed could eliminate the gap.
2027-28	**Planning now**	Federal revenue may decrease $2.0 or more. Staffing and costs will be aligned with enrollment and revenue.

Thank you. We will keep the Board informed as results come in. Questions?

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

SUBJECT: Report Regarding the extension of Interlocal Agreement No. 2026-237 Community Development Block Grant (CDBG) Funding for Community Parking Lot at Dorothea Brown Middle School with the City of McAllen

REFERENCE: Goal 1 - Facility Priorities, Strategy 5 - Partnerships with Business/Civic/Educational Organizations

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On March 9, 2026, the Board of Trustees approved Interlocal Agreement No. 2026-237 City of McAllen Community Development Grant ("CDBG") Funding for the Community Parking Lot at Dorothea Brown Middle School. On August 27, 2026, McAllen Independent School District ("District") requested an extension from the City of McAllen until September 30, 2026, due to the contractor needing more time to complete the project. The District received the approval to the extension on August 31, 2026.

On October 2, 2026, the District received an extension from the City of McAllen to extend the Interlocal Agreement to allow additional time for the contractor to provide required Davis Bacon compliance documentation.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

This item is for informational purposes only.

LEGAL REVIEW:

None

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

This item is for informational purposes only.

Attachment: ☑

SUBMITTED BY: Signed by: Ruben Trevino 185D4294ECB6439...

SUPERVISOR: Signed by: Lorena Garcia F91D3BE666D0441...

For further information contact:
Name: Mr. Ruben Treviño, Executive Director of Facilities, Maintenance, and Operations
Office: 956-632-3200
eMail: ruben.trevino@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BEA13512CA427...

Superintendent of Schools

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CITY OF MCALLEN
GRANT ADMINSTRATION DEPARTMENT
COMMUNITY DEVELOPMENT DIVISION

AMENDMENT TO BASIC AGREEMENT

MISD – Brown Middle School Community Track Parking Lot
FY 2025-2026

Whereas, **CITY** and **DISTRICT** have executed a Basic Agreement for the use of CDBG funds; and

Whereas, **DISTRICT** has requested from **CITY** an amendment to the Basic Agreement; and

Whereas, **CITY** and **DISTRICT** are agreeable to the request to extend the period of performance from September 30, 2026, to November 30, 2026, due to the additional time required to obtain the necessary documentation for Davis-Bacon Act compliance.

Whereas, **CITY** standards that govern methods to amend HUD-funded programs, adopted in the Citizen Participation Plan, have been completed;

Therefore, it is hereby agreed as follows:

I. The **CITY** authorizes the request via a [ ] substantial [√] non-substantial [√] program and/or [√] budget amendment

II. All of the remaining terms of the Basic Agreement that are not in conflict with this Amendment shall remain in full force and effect for the duration of the Basic Agreement

III. This document is to be retained with the Basic Agreement for the time necessary to meet the established Record Retention period

Any questions should be directed to the Grant Administration – Community Development staff by phone at (956) 681-1030 or via email at cdbg@mcallen.net

Julia D. Lash
Director of Grant Administration

9/30/26
Date

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CITY OF MCALLEN
GRANT ADMINSTRATION DEPARTMENT
COMMUNITY DEVELOPMENT DIVISION

AMENDMENT TO BASIC AGREEMENT

MISD – Brown Middle School Community Track Parking Lot
FY 2025-2026

Whereas, **CITY** and **DISTRICT** have executed a Basic Agreement for the use of CDBG funds; and

Whereas, **DISTRICT** has requested from **CITY** an amendment to the Basic Agreement; and

Whereas, **CITY** and **DISTRICT** are agreeable to the request to extend the period of performance from August 31, 2026 to September 30, 2026.

Whereas, **CITY** standards that govern methods to amend HUD-funded programs, adopted in the Citizen Participation Plan, have been completed;

Therefore, it is hereby agreed as follows:

I. The **CITY** authorizes the request via a [ ] substantial [√] non-substantial [√] program and/or [√] budget amendment

II. All of the remaining terms of the Basic Agreement that are not in conflict with this Amendment shall remain in full force and effect for the duration of the Basic Agreement

III. This document is to be retained with the Basic Agreement for the time necessary to meet the established Record Retention period

Any questions should be directed to the Grant Administration – Community Development staff by phone at (956) 681-1030 or via email at cdbg@mcallen.net

Julia D. Lash
Director of Grant Administration

8/31/2026
Date

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STATE OF TEXAS }
COUNTY OF HIDALGO }
CITY OF MCALLEN }

CDBG CONSTRUCTION AGREEMENT

This Agreement is made and entered into by and between City of McAllen, a political subdivision of the State of Texas, hereinafter referred to as "**CITY**", and McAllen ISD, hereinafter referred to as "**AGENCY**", and shall be effective as of October 1, 2025, through August 31, 2026, notwithstanding the date of execution.

WITNESSETH

WHEREAS, **AGENCY** desires to carry out eligible activities as described in the attached **EXHIBIT A: STATEMENT OF WORK**, of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1974, as amended, pursuant to the U. S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program Entitlement Grant Regulations and covered in 24 CFR Part 570 and activities deemed as eligible under 24 CFR Subpart C.

WHEREAS, the **CITY** proposes to contract with **AGENCY** in order that the eligible activities described in **EXHIBIT A: STATEMENT OF WORK** can be carried out for the benefit of low and moderate income residents in the **CITY's** jurisdiction and said activities will meet a National Objective as noted in 24 CFR Part 570.200(a)(1), 570.200(a)(2) and 570.201-570.209

NOW, THEREFORE, KNOW BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration which abide by 24 CFR Part 570.503 Agreement with Subrecipients, the **CITY** and the **AGENCY** do mutually agree as follows:

SECTION I
RULES AND REGULATIONS

AGENCY agrees to cooperate with the **CITY** in respect to the implementation of CDBG activities to be carried out by **AGENCY** pursuant to 24 CFR Part 570, 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards) and other rules, regulations and decisions as may be made by HUD or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

AGENCY shall carry out only those public service activities specifically described in **EXHIBIT A: STATEMENT OF WORK**. No CDBG funds under this Agreement may be used for economic development activities or for assistance to for-profit businesses.

Information may be found at www.ecfr.gov.

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SECTION II
STATEMENT OF WORK

AGENCY agrees to perform services as outlined in **EXHIBIT A: STATEMENT OF WORK** for and in consideration of payment in the amount of Two Hundred Thousand Dollars and 00/100 ($200,000.00) and as delineated in **EXHIBIT B: GRANT BUDGET/PROJECT MILESTONES**.

AGENCY agrees to notify **CITY**, in writing, of any changes in its Statement of Work, or Grant Budget. **AGENCY** shall obtain approval, in writing, from **CITY** prior to commencing work on any changes made to the **EXHIBITS A and B**.

Time for performance of this Agreement shall be for a period of eleven (11) months, beginning October 1, 2025, and ending August 31, 2026 ("Period of Performance"). The period of performance for service delivery shall end on August 31, 2026.

CITY shall not be liable for any costs incurred or services performed by **AGENCY** prior to the commencement of this Agreement or after the expiration of the Period of Performance, except as expressly provided herein for administrative closeout. Allowable costs shall be reimbursed only for expenses incurred during the Period of Performance in accordance with 24 CFR Part 570.503 and 2 CFR Part 200.309 (Period of Performance).

Final reimbursement requests for allowable costs incurred during the Period of Performance may be submitted no later than August 31, 2026, solely for administrative closeout purposes. No costs incurred after August 31, 2026 shall be eligible for reimbursement.

Statement of Work inclusive of schedule, milestones and budget and/or their modification adhere to requirements so enumerated in 24 CFR Part 570.502, 570.503(b)(1) and 2 CFR Part 200.308.

SECTION III
RECORDS AND REPORTS

AGENCY agrees to establish and maintain records and reports for a minimum of three years following the submission of the final expenditure report and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal agency or authority that may exercise jurisdiction over CDBG funds. Records include but are not limited to documentation that establishes that the service is designated for the benefit of low- and moderate-income persons who reside within the corporate limits of City.

AGENCY must remit to **CITY** a Monthly Activity Report by the 25th of each month.

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AGENCY must remit all expenditure requests for payment no later than 30 days after August 31, 2026. Request for reimbursement submitted after August 31, 2026 may not be paid and **AGENCY** shall forfeit to **CITY** all unspent and non-requested funds. However, if **AGENCY** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **AGENCY** may amend time of performance.

AGENCY is required to maintain an active registration in the System of Awards Management (SAM) for the duration of this agreement. Further, **CITY** may require information necessary to complete the Federal Funding Accountability and Transparency Act (FFATA) or any other Grant specific report to be furnished by **AGENCY** as detailed in 2 CFR Part 25.110 and 2 CFR Part 170.200

CITY and **AGENCY** recipients shall provide citizens with reasonable access to records regarding the past use of CDBG funds in accordance with 2 CFR Part 200.337. All Parties shall remain consistent with applicable State and local laws regarding privacy and obligations of confidentiality in accordance with 24 CFR Part 570.508.

AGENCY and **CITY** shall comply with 2 CFR Part 200.82 regarding Protected Personally Identifiable Information

Records, Record Keeping, Retention and Reports adhere to requirements so enumerated in 24 CFR Part 570.502, 570.502(a)(7), 570.503(b)(2), 570.506 and 570.507.

SECTION IV
MONITORING VISITS

AGENCY shall attend an orientation prior to the first draw of funds.

CITY shall provide a technical assistance seminar, if requested, and will follow **AGENCY's** monitoring schedule as detailed in the Consolidated Plan and Strategy.

CITY will notify **AGENCY** no less than one week in advance of on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 2 CFR Parts 200.301 (Performance Measurement) and 200.329 (Monitoring and Reporting Program Performance) as well as 24 CFR Part 570.501(b), 570.502 and 570.503 (Grant Administration).

Subsequent to each monitoring visit, **CITY** shall provide **AGENCY** with a written report of the monitor's determinations. If the monitoring report notes deficiencies in **AGENCY's** performance under the terms of this Agreement, the monitoring report shall also include requirements for the timely correction of such deficiencies by **AGENCY**.

Failure by **AGENCY** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section VIII – Suspension and Termination.

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In addition, **AGENCY** shall give **CITY**, HUD, Inspector General, the Comptroller General of the United States, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **AGENCY** pertaining to this Agreement as provided in 2 CFR Part 200.336 (Access to Records).

SECTION V
COMPENSATION, METHOD OF PAYMENT, AND PROGRAM INCOME

AGENCY agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as determined during orientation and monitoring visits. All necessary documentation such as canceled checks, paid invoices and time and attendance records, which include case numbers or other identification of beneficiaries, must be submitted with each request for payment. **CITY** may request additional documentation of expenditures from **AGENCY**, as deemed necessary by **CITY** or facilitated under 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and 24 CFR Part 570.502 – Applicability of Uniform Administrative Requirements.

AGENCY and **CITY** agree that, if applicable, program income generated from the use of CDBG funds shall be retained by the **AGENCY,** provided such income is reported monthly to **CITY**, used only for eligible CDBG activities, and expended prior to requesting additional CDBG entitlement funds, in accordance with 24 CFR 570.504. Failure by **AGENCY** to properly report or expend program income in accordance with HUD requirements shall require immediate return of such funds to the **CITY**.

If the activity is partially assisted with CDBG funds, the **AGENCY** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. If generated, **AGENCY** is to provide to the **CITY** an account of program income on a monthly basis. Program income must be used before new draws and remain subject to CDBG eligibility and reporting. Program income determinations are found at 24 CFR Part 570.500(a), 570.503(b)(3), 570.504 and 2 CFR Part 200.307

CITY is then required to report all CDBG program income earned, retained, and expended. The **AGENCY** shall be allowed to use program income for the same or similar activities as generated the program income. Failure of the **AGENCY** to report program income as required shall cause the **CITY** to require all program income to be returned to the **CITY**.

AGENCY and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement.

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SECTION VI
RELIGIOUS AND POLITICAL ACTIVITIES

AGENCY and **CITY** agree that none of the funds expended or activities undertaken shall be used in support of any sectarian, religious or political activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities in accordance with 24 CFR Part 570.200(j) and 570.207 – General Policies and Ineligible Activities.

SECTION VII
AUDIT REQUIREMENTS AND FINANCIAL MANAGEMENT

AGENCY agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200.501 (Audit Requirements). Audits shall be conducted annually in accordance with 2 CFR Part 200.504 (Frequency of Audits). Applicability of audit requirements to CDBG program is noted in 24 CFR Part 570.502(a) and 570.610.

AGENCY agrees to furnish **CITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **AGENCY** hereunder.

However, if the **AGENCY** expends less than one million dollars ($1,000,000), or such other threshold as may be established by federal regulation at the time of the audit, in cumulative federal awards during the fiscal year, the **AGENCY** shall be exempt from the audit requirements of 2 CFR Part 200.501 for that year. However, records must be available for review or audit by appropriate officials of the federal agency, pass-through entities, non-Federal Agency (**CITY)** and the General Accountability Office.

For the exempt **AGENCY**, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the most recent fiscal year. Further, **AGENCY** agrees to cooperate with **CITY** relating to any inquiries regarding the audit.

If the **AGENCY** expends one million dollars ($1,000,000) or more per year in cumulative federal awards, **AGENCY** is subject to a single audit conducted in accordance with 2 CFR Part 200.514 for that year by the appropriate officials of the federal agency, pass-through entities, non-Federal Agency (**CITY)** and the Comptroller General of the United States.

If the **AGENCY** expends one million dollars ($1,000,000) or more in federal funds, **AGENCY** must, within nine (9) months, supply **CITY** with an audit of revenues and expenditures conducted by a Certified Public Accountant and compliant with 2 CFR Part 200.514 (Scope of Audit).

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AGENCY acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **AGENCY.** Audit shall be available to **CITY**, and any and all applicable federal agencies, and be of unrestricted access, as listed in 2 CFR Part 200.337 (Access to Records).

It is understood that **CITY** and **AGENCY** have a fiduciary responsibility to meet Financial Management standards and practices so noted in 2 CFR Part 200.302 and as may be applicable under 24 CFR Part 570.502 and 570.610.

SECTION VIII
SUSPENSION AND TERMINATION

AGENCY understands that this Agreement may be suspended or terminated, in accordance with 2 CFR Part 200.340 (a)(4) (Termination), if the **AGENCY** materially fails to comply with the provisions of this Agreement, the provisions so listed in **EXHIBITS A – D** or Program Management Standards recognized under 24 CFR Part 570.502, 570.503(b)(4) and 570.610.

AGENCY is required to expend within a 90-day period. If **AGENCY** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **AGENCY** violates the Agreements or any stipulations of this Agreement, then the **CITY** shall provide **AGENCY** with a written notification of such non-performance, which may be the basis for immediate termination of this Agreement. Should any breach of Agreement relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY, AGENCY** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **AGENCY**.

AGENCY shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this Agreement by **AGENCY.** Further, **CITY** may withhold any payments to **AGENCY** for violations of federal regulations. Should the **CITY** become aware of any activity by **AGENCY,** which would jeopardize the **CITY'S** position with HUD, or which would cause a payback of federal funds, then **CITY** may take appropriate action including injunctive relief against **AGENCY** to prevent the aforesaid transaction. Failure of the **CITY** to exercise any right shall in no way constitute a waiver by **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and **AGENCY**.

Except in cases of Termination of Grant for Convenience (24 CFR Part 570.509(e)) or Termination for Cause (570.509(f)), **CITY** will conform to grant closeout procedures noted in 24 CFR Part 570.509(a-d).

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SECTION IX
ASSETS

AGENCY shall not purchase any item or asset unless expressly permitted by the **CITY**, and all such procurement shall be conducted in the form and manner prescribed by the **CITY** and in compliance with applicable federal, state, and local requirements. **CITY** shall own all equipment purchased by **AGENCY** utilizing CDBG funds and furnished to **AGENCY** under this Agreement until the equipment's useful life has expired. Assets may include equipment as defined in 2 CFR Part 200.33.

AGENCY shall be solely responsible for the operation, maintenance, repair, insurance, and upkeep of all assets, including equipment and any real property improvements, acquired, improved, or furnished in whole or in part with CDBG funds under this Agreement. Such responsibility shall begin upon receipt or completion of the CDBG-assisted activity and shall continue for the useful life of the asset. All assets shall be maintained in good repair and proper working condition and used solely for eligible CDBG purposes, in compliance with all applicable federal, state, and local laws, regulations, and codes.

AGENCY shall be fully responsible for the replacement or repair of any asset acquired, improved, or furnished in whole or in part with CDBG funds that is lost, stolen, destroyed, or damaged beyond reasonable wear and tear, regardless of cause. Replacement or repair shall be at **AGENCY's** sole expense and shall not be funded with CDBG funds unless expressly approved in writing by **CITY** and permitted under applicable federal regulations. Any replacement asset shall be subject to all terms and conditions of this Agreement, including ownership, use, and disposition requirements.

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 shall be used in an activity that meets one of the national objectives set forth in 24 CFR Part 570.208 for a period of five (5) years following submission of the final report, or for such longer period as may be determined by the **CITY**. If the asset is no longer used to meet a national objective during the required period, **CITY** may require reimbursement consistent with applicable federal regulations.

In accordance with 2 CFR Part 200.313(e)(1), equipment with a current fair market value of $10,000 or less per unit may be retained, sold, or otherwise disposed of by the Agency with no further obligation to the Federal awarding agency or pass-through entity, unless otherwise directed by **CITY**.

CITY's prior written approval shall be obtained before the disposition of any asset acquired or improved in part or in whole with CDBG funds. If an asset is sold, **CITY** shall be reimbursed the full disposed value of the asset, and such reimbursement shall constitute program income to the **CITY**, as applicable under 24 CFR Part 570.500(a). **CITY** may, at its option, require that any such asset be transferred to **CITY** if the asset is no longer being used to meet a national objective or if **AGENCY** no longer provides the services identified in **EXHIBIT A: STATEMENT OF WORK**.

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Upon expiration, cancellation, or termination of this Agreement, **AGENCY** shall transfer to **CITY** any unexpended CDBG funds and any accounts receivable attributable to activities funded under this Agreement, in accordance with applicable federal requirements.

To comply with **CITY** policies, purchases of equipment with a value of five thousand dollars ($5,000) or more shall be labeled with a numbered **CITY** CDBG tag and tracked in accordance with **CITY** and federal asset management requirements.

Reversion of assets and disposition requirements shall be governed by 24 CFR Parts 570.502, 570.503, and 570.505, as applicable, and by 2 CFR Part 200.311 (Real Property) and 2 CFR Part 200.313 (Equipment). Failure by **AGENCY** to comply with this section may constitute noncompliance with this Agreement and may result in corrective action or other remedies available to **CITY**, including repayment of CDBG funds.

In the event of any conflict regarding asset value thresholds, the requirements of 2 CFR Part 200.311 and 200.313 shall govern.

SECTION X
INDEMNITY CLAUSE

AGENCY AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTION, OF ANY KIND OR CHARACTER (COLLECTIVELY, "CLAIMS"), AND FOR ANY AND ALL DAMAGES, LOSSES, OR LIABILITY OF ANY KIND OR CHARACTER, INCLUDING BUT NOT LIMITED TO ECONOMIC DAMAGES (INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES), FINES OR PENALTIES, TO THE EXTENT PERMITTED BY LAW, AND ATTORNEYS' FEES, WHICH ANY PERSON, PARTY, ENTITY, OR AGENCY ASSERTS OR MAY ASSERT AGAINST THE CITY, ARISING OR ALLEGED TO ARISE OUT OF (I) THE AGENCY'S PROGRAMS, EVENTS OR ACTIVITIES IN THE PERFORMANCE OF THIS AGREEMENT, (II) INTENTIONAL AND NEGLIGENT ACTS OR OMISSIONS ON THE PART OF THE AGENCY, (III) VIOLATION OF ANY APPLICABLE LAW, RULE, REGULATION OR ORDER. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS EXTENDED BY AGENCY TO INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY FROM THE CONSEQUENCES OF AGENCY'S NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE ALLEGED OCCURRENCE OR DAMAGES, AND WHETHER CITY IS ALLEGED TO HAVE BEEN NEGLIGENT.

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SECTION XI
PROCUREMENT

AGENCY agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to CDBG-funded projects. The legal standards that will apply include the Procurement Standards of the City of McAllen, 2 CFR Part 200.318-200.327 (Procurement Standards) and 24 CFR Part 570.502, as applicable. In such case as **AGENCY** has developed procurement standards governing its operation, **AGENCY** is required to follow the stricter of **AGENCY's** or **CITY's** procurement procedures, while still consistent with federal requirements.

CITY's traditional procurement procedures are as follows: For purchases up to $1,999.99, **AGENCY** must provide invoice or receipt and cancelled check. For purchases of $2,000 but not exceeding $99,999.99. Prior to making any purchase, **AGENCY** must submit a minimum of three quotes on vendor letterhead to **CITY** for review. **AGENCY** may not proceed with any purchase until **CITY** has reviewed the quotes and approved one. Following approval and purchase, **AGENCY** must submit an invoice or receipt and a cancelled check. For purchases of $100,000 or more, **AGENCY** must use the competitive sealed bid procedure.

AGENCY is advised to contact **CITY** for assistance in connection with competitive bidding procedures. **AGENCY** must advertise no less than twice in a newspaper of general circulation, and is free to advertise through social media. Advertisements must be separated by no less than seven calendar days. Sealed bids must be opened no less than eight calendar days after the second advertisement and bids shall only be awarded by **AGENCY's** governing board, where applicable.

Non-traditional procurement, such as use of buy board, co-ops, or unit pricing, may be allowed when open and fair competition can be demonstrated, and when in compliance with 2 CFR Part 200.318-200.326. Such methods shall be acceptable when **CITY's** written approval is obtained in advance of award selection.

SECTION XII
CONFLICT OF INTEREST

AGENCY covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **EXHIBIT A: STATEMENT OF WORK.** Such requirement is listed in 2 CFR Parts 200.112 (Conflict of Interest) and 200.318(c)(1) (General Procurement Standards) and 24 CFR Part 570.611.

AGENCY agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **AGENCY**'s organization or the **CITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in **EXHIBIT A: STATEMENT OF WORK** during their tenure.

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No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described in **EXHIBIT A: STATEMENT OF WORK**.

AGENCY is responsible for repayment of funds associated with any Conflict of Interest that may occur either knowingly or unknowingly.

SECTION XIII
LEGAL ACTION AND VENUE

AGENCY agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **AGENCY**. **AGENCY** agrees to furnish to **CITY** any information with respect to such action or claim. **AGENCY** agrees not to take any action with respect to any legal action or claim sought against the **AGENCY** without the advice and consent of **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

SECTION XIV
MISCELLANEOUS BASIC ELEMENTS

Compliance with Laws and Regulations. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to local, state or federal law or regulation, as provided for in 24 CFR Part 570.

Antidiscrimination/Affirmative Action and EEO. This Agreement serves to maintain and enforce Antidiscrimination Laws, Affirmative Action and Equal Employment Opportunity regulations located in 24 CFR Part 8, 570.601, 570.602 and 570.607, Section 504 of Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, 41 CFR Part 60, 12 U.S.C 1701u and Executive Orders 11063, 11246 and 12086.

Environmental Standards. CITY shall maintain responsibility of ensuring Environmental Review is complete in accordance with 24 CFR Part 58; the National Environmental Policy Act (42 U.S.C 4321 et seq.); the Flood Disaster Protection Act (42 U.S.C 4001 et seq.); and Section 104(g) of the Housing and Community Development Act prior to Agreement ratification.

No CDBG funds shall be obligated and no choice-limiting actions shall be undertaken prior to completion of the Environmental Review Record and receipt of environmental clearance.

Notwithstanding activities listed in **EXHIBIT A: STATEMENT OF WORK**, **CITY** shall not relinquish, nor shall **AGENCY**, incur expenses prior to completion of Environmental Review Record.

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Grant Closeout Procedures. **AGENCY** shall provide timely and accurate financial and performance data such as to allow **CITY** to complete its assessment of the fiscal year. Procedures for closeout are noted in 24 CFR Part 570.509.

Other Program Requirements. Citations for Other Program Requirements are provided in 24 CFR Part 570.503(b)(5), 570.600-570.603, and 570.605-570.614.

SECTION XV
MISCELLANEOUS PROVISIONS

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **AGENCY**, and not otherwise.

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith.

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time

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as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

All notices and other formal written communications under this Agreement shall be addressed to the individuals identified below in their respective official capacities, unless modified by subsequent written notice.
Notices required under this Agreement shall be in writing. Notices to **AGENCY** shall be sent to the address set forth below. Notices shall be deemed effective upon delivery or upon being sent by a method permitted under this Agreement.
Routine communications, reports, requests for information, and other non-formal correspondence related to the administration of this Agreement may also be directed to **CITY**'s designated Program representative(s) or assigned staff.

CITY OF McALLEN	**AGENCY**	
Julia D. Lash, Director	Name of Signatory:	Dr. Rene Gutierrez
Grant Administration Division	Title of Signatory:	Superintendent
P.O. Box 220	Address:	2000 N. 23rd St.
McAllen, TX 78505-0220	City, State, Zip:	McAllen, Tx 78501
Phone: (956) 681-1030	Phone:	956-618-6000

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **AGENCY**. **CITY** may assign this Agreement without the consent of **AGENCY**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
Authority to Execute. The execution and performance of this Agreement by **CITY** and **AGENCY** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **AGENCY** in accordance with its terms.

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SECTION XVI
ENUMERATION OF CONTRACT DOCUMENTS

This Agreement shall be performed in accordance with, and subject to, the provisions of all documents enumerated herein, or which may be attached hereto by written mutual consent of the contracting parties at any future date and are hereby made a part of this Agreement unless otherwise provided for.

To comply with 24 CFR Part 570.503, the Agreement document so enumerated is:

(1) EXHIBIT A: STATEMENT OF WORK
(2) EXHIBIT B: GRANT BUDGET/PROJECT MILESTONES
(3) EXHIBIT C: 2 CFR PART 200–UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

SECTION XVII
EFFECTIVE DATE

The effective date of this agreement shall be the 1st day of October 2025, which follows the ordinance approved by the City Commission, and shall terminate on the 31st day of August 2026.

IN WITNESS THEREOF, **CITY** and **AGENCY** have executed two (2) conformed copies of this Contract as of the date first above written.

CITY OF McALLEN

By: _____
Javier Villalobos, Mayor

Date: 2/2/26

ATTEST:

By: _____
Perla Lara, City Secretary

McAllen ISD

By: _____

Printed Name: Rene Gutierrez

Title: Superintendent

Date: 2/2/26

APPROVED AS TO FORM:

By: _____
Austin Stevenson, City Attorney

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EXHIBIT A
STATEMENT OF WORK

Services

The activities to be carried out in this Agreement are eligible public service activities as defined in 24 CFR Part 570.201(e). CDBG funds will be used to develop a community parking area that will be available for public use after school hours, supporting access to the walking track.

Beneficiaries

Under 24 CFR 570.208(a)(2), beneficiaries for this activity qualify as Low- and Moderate-Income Limited Clientele. CDBG funds will be utilized to serve an estimated 2,000 McAllen residents within the vicinity of Dorothea Brown Middle School.

Location

Services will be Dorothea Brown Middle School located at 2700 South Ware Road, McAllen, TX 78503.

Other Funding Sources

- None

Performance Measurement

- Increase community involvement
- Increase physical activity in the community

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EXHIBIT B
GRANT BUDGET/PROJECT MILESTONES

Type of Expenditure	Amount
Community Parking Lot	$200,000
(Material, labor, equipment, lighting, contingency)	
TOTAL	**$ 200,000**

Timeline	Accomplishment	
Month of:	**Funds Expended**	**Beneficiaries Served**
December 2025	25%	25%
March 2026	50%	50%
June 2026	75%	75%
No later than August 31, 2026	100%	100%

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EXHIBIT C

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart A—ACRONYMS AND DEFINITIONS

ACRONYMS

Subpart B—GENERAL PROVISIONS

Subpart C—PRE-FEDERAL AWARD REQUIREMENTS AND CONTENTS OF FEDERAL AWARDS

Subpart D—POST FEDERAL AWARD REQUIREMENTS

STANDARDS FOR FINANCIAL AND PROGRAM MANAGEMENT

PROPERTY STANDARDS

PROCUREMENT STANDARDS

PERFORMANCE AND FINANCIAL MONITORING AND REPORTING

SUBRECIPIENT MONITORING AND MANAGEMENT

RECORD RETENTION AND ACCESS

REMEDIES FOR NONCOMPLIANCE

CLOSEOUT

POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES

COLLECTION OF AMOUNTS DUE

Subpart E—COST PRINCIPLES

GENERAL PROVISIONS

BASIC CONSIDERATIONS

GENERAL PROVISIONS FOR SELECTED ITEMS OF COST

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EXHIBIT C - Continued

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart F—AUDIT REQUIREMENTS

GENERAL

AUDITS

AUDITEES

FEDERAL AGENCIES

AUDITORS

MANAGEMENT DECISIONS

Appendix	Appendix I to Part 200—Full Text of Notice of Funding Opportunity
Appendix	Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
Appendix	Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)
Appendix	Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
Appendix	Appendix V to Part 200—State/Local Governmentwide Central Service Cost Allocation Plans
Appendix	Appendix VI to Part 200—Public Assistance Cost Allocation Plans
Appendix	Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals
Appendix	Appendix VIII to Part 200—Nonprofit Organizations Exempted From Subpart E—Cost Principles of Part 200
Appendix	Appendix IX to Part 200—Hospital Cost Principles
Appendix	Appendix X to Part 200—Data Collection Form (Form SF-SAC)
Appendix	Appendix XI to Part 200—Compliance Supplement
Appendix	Appendix XII to Part 200—Award Term and Condition for Recipient Integrity and Performance Matters

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EXHIBIT D – COMPLIANCE WITH EXECUTIVE ORDERS

1) This agreement, the **AGENCY**'s use of funds provided by the CDBG program and the **AGENCY**'s operation of the activity are governed by all current Executive Orders.

2) Unless exempt under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended, 8 U.S.C. §§ 1601–1646 (PRWORA), **AGENCY** must use SAVE or an equivalent verification system approved by the Federal government to prevent any Federal public benefit from being provided to ineligible persons.

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BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

SUBJECT: Discussion and Possible Action of the McAllen Independent School District September Budget Amendment for Fiscal Year Beginning July 1, 2026 and Ending June 30, 2027.

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

In accordance with TEA budget and accounting procedures guidelines, the District's official budget is comprised of the General Fund which includes Food Service and the Debt Service Fund. The District has administratively opted to officially adopt the Capital Projects Fund budget. The adoption of the budgets associated with these funds, and subsequent amendments, should be approved by the Board of Trustees. The authority to approve a budget or a budget amendment for a grant program, however, lies with the granting agency and not with the District's Board.

The administration will routinely allow amendments of existing budgeted funds between major function levels, in order to accommodate the necessary operations of the requesting department or campus. These amendments usually become necessary due to account coding requirements. These requests allowed at the administrative level are subject to final approval by the Board of Trustees.

The budget amendments are broken down into the following two categories:

1. Revisions – amendments that are necessary because of policy changes or revisions to programs that increase/decrease the budget.

2. Transfers – amendments that are necessary and/or amounts require adjustments but do not increase/decrease the budget.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The budget amendment detail provides explanations for the revisions and transfers.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

	General Fund	Debt Service Fund	Capital Projects Fund
Unaudited Fund Balance	$ 121,858,593	$ 4,393,371	$ 1,499,492
Revenues	271,550,809	12,680,340	292
Expenditures	279,329,782	12,680,340	1,199,272
Preliminary Ending Fund Balance	$ 114,079,620	$ 4,393,371	$ 300,512

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BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

SUBJECT: Discussion and Possible Action of the McAllen Independent School District September Budget Amendment for Fiscal Year Beginning July 1, 2026 and Ending June 30, 2027.

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the McAllen Independent School District September Budget Amendment for the General Fund, Debt Service Fund, and Capital Projects Fund for Fiscal Year Beginning July 1, 2026 and Ending June 30, 2027.

Attachment: ☑

SUBMITTED BY: Signed by: Joel Garcia A51E35C5E69E449... **SUPERVISOR:** Signed by: Lorena Garcia F91D3BE666D0441...

For further information contact:
Name: Joel Garcia, CPM, RTSBA
Office: (956) 618-6016
eMail: joel.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

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McAllen Independent School District
Summary Report as of September 30, 2026
Review of Budget Amendments and Proposed Amendments

GENERAL FUND

	A	B	C	D	E
			Budget Amendments Under Consideration		
Description	Original Budget	Revised Budget 08/31/2026	Revisions	Transfers	Revised Budget 09/30/2026
Unaudited Fund Balance	**121,858,593**	**121,858,593**			**121,858,593**
Revenues:					
Local:					
Property Taxes	73,738,436	73,738,436			73,738,436
Interest Income	5,075,000	5,075,000			5,075,000
Other Local Income	2,268,398	2,306,035	17,054		2,323,089
State:	163,549,850	163,549,850	722,432		164,272,282
Federal:	25,693,429	25,893,429	181,200		26,074,629
Other Sources:	0	67,373			67,373
Total Revenues	**270,325,113**	**270,630,123**	**920,686**	**0**	**271,550,809**
Expenditures:					
11 Instruction	147,457,112	148,080,643	635,633	(99,531)	148,616,745
12 Inst. Res. & Media Services	3,442,659	3,440,105			3,440,105
13 Curriculum Dev. & Inst. Staff Dev.	4,568,426	4,747,236	95,600	43,185	4,886,021
21 Inst. Leadership	3,297,552	3,412,895		7,960	3,420,855
23 School Leadership	14,846,367	14,928,592		19,109	14,947,701
31 Guid., Counseling & Eval. Ser.	11,579,233	11,649,437		39,465	11,688,902
32 Social Work Services	2,021,974	2,021,974			2,021,974
33 Health Services	2,891,303	2,891,674		(332)	2,891,342
34 Student (Pupil) Trans.	5,159,522	5,234,645			5,234,645
35 Food Services	23,991,153	24,955,706	(665,587)		24,290,119
36 Curricular/Extracurricular Act.	10,735,856	11,703,620	36,068	(18,420)	11,721,268
41 General Administration	7,768,215	7,852,294	12,999	13,999	7,879,292
51 Plant Maint. & Operations	20,979,813	21,076,059		(38,558)	21,037,501
52 Security and Monitoring Serv.	5,929,416	6,121,324		5,165	6,126,489
53 Data Processing Services	5,463,447	5,182,751			5,182,751
61 Community Services	98,702	99,202			99,202
71 Debt Service	3,628,063	3,908,759			3,908,759
81 Fac. Acquisition & Const.	0	521,006		27,958	548,964
95 Pmt. to Juv. Justice Alt. Ed. Prg.	32,200	32,200			32,200
99 Other Intergovernmental Charges	1,354,947	1,354,947			1,354,947
Other Uses	0	0			0
Total Expenditures	**275,245,960**	**279,215,069**	**114,713**	**0**	**279,329,782**
Preliminary Ending Fund Balance	**116,937,746**	**113,273,647**	**805,973**	**0**	**114,079,620**

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GENERAL FUND
REVISIONS

SEPTEMBER 2026 BUDGET AMENDMENT

REVENUES		
Local		
To Recognize Revenue From Donations – Received for General Assembly	**12,999**	
To Recognize Revenue From Local Fees – Received for Fine Arts Instrument Maintenance	**4,055**	
		$ 17,054
State		
To Recognize Foundation School Program Entitlement – Preparing and Retaining Educators through Partnerships Program (PREP) Allotment:		
Mentorship Program	**120,000**	
Grow Your Own Program	**105,600**	
Preservice Residency Program	**336,000**	
To Recognize Foundation School Program Entitlement – Additional Days School Year (ADSY) Program	**160,832**	
		$ 722,432
Federal		
To Recognize Food Service Awarded Grant Revenue – Received for Fresh Fruit and Vegetable Program	**181,200**	
		$ 181,200
	Total Revenues	*$ 920,686*

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GENERAL FUND
REVISIONS

SEPTEMBER 2026 BUDGET AMENDMENT

EXPENDITURES		
Function 11 - Instruction		
To Appropriate Funds From Received Local Fees – To Fund Instrument Maintenance and Repairs	**4,055**	
To Appropriate Funds From Foundation School Program Entitlement – Preparing and Retaining Educators through Partnerships Program (PREP) Allotment:		
Mentorship Program – For Substitute Teachers and Extra Duty Pay for Mentors	**120,000**	
Grow Your Own Program – For Support Staff Substitutes	**10,000**	
Preservice Residency Program – For Support Staff Salaries and Substitutes	**336,000**	
To Appropriate Funds From Foundation School Program Entitlement – Additional Days School Year (ADSY) Program – For Saturday Tutoring Payroll Costs	**160,832**	
To Appropriate Funds From the Restricted College, Career, and Military Readiness (CCMR) Fund Balance – To Purchase Laptops for Advanced Placement Computer Science Principles	**4,746**	
		$ 635,633
Function 13 - Curriculum and Instructional Staff Development		
To Appropriate Funds From Foundation School Program Entitlement – Preparing and Retaining Educators through Partnerships Program (PREP) Allotment:		
Grow Your Own Program – For Staff Tuition and Related Fees	**95,600**	
		$ 95,600
Function 35 - Food Services		
To Appropriate Food Service Awarded Grant Funds – To Fund the Purchase and Distribution of the Fresh Fruit and Vegetable Program	**181,200**	
To Decrease the July 2026 Appropriation From the Restricted Food Service Fund Balance – Kitchen and Warehouse Equipment Now Funded From Existing Food Services Budget	**(846,787)**	
		$ (665,587)
Function 36 - Extracurricular Activities		
To Appropriate Funds From the Unassigned General Fund Balance – To Purchase and Install an Ice Machine for Athletics	**9,493**	
To Appropriate Funds From the Unassigned General Fund Balance – To Purchase a Line Machine for Athletics	**26,575**	
		$ 36,068
Function 41 - General Administration		
To Appropriate Funds From Received Donations – To Fund General Assembly Rentals	**12,999**	
		$ 12,999
	Total Expenditures	***$ 114,713***
	Grand Total	***$ 805,973***

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McAllen Independent School District
Summary Report as of September 30, 2026 **DEBT SERVICE**
Review of Budget Amendments and Proposed Amendments

	A	B	C	D
		Budget Amendments Under Consideration		
Description	Original Budget	Revisions	Transfers	Revised Budget 09/30/2026
Unaudited Fund Balance	**4,393,371**			**4,393,371**
Revenues:				
Local				
Property Taxes	12,677,845			12,677,845
Interest Income	0			0
Other Local Income	0	2,495		2,495
State	0			0
Total Revenues	**12,677,845**	**2,495**	**0**	**12,680,340**
Expenditures:				
71 Debt Service	12,677,845	2,495		12,680,340
Total Expenditures	**12,677,845**	**2,495**	**0**	**12,680,340**
Preliminary Ending Fund Balance	**4,393,371**	**0**	**0**	**4,393,371**

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DEBT SERVICE FUND
REVISIONS

SEPTEMBER 2026 BUDGET AMENDMENT

REVENUES		
Local		
To Recognize Revenue From Penalties and Interest on Taxes	**2,495**	
		$ 2,495
	Total Revenues	***$ 2,495***
EXPENDITURES		
Function 71 - Debt Service		
To Appropriate Funds From Penalties and Interest on Taxes – To Pay Annual Arbitrage Rebate Compliance Services	**2,495**	
		$ 2,495
	Total Expenditures	***$ 2,495***
	Grand Total	***$ -***

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McAllen Independent School District
Summary Report as of September 30, 2026 **CAPITAL PROJECTS**
Review of Budget Amendments and Proposed Amendments

	A	B	C	D
		Budget Amendments Under Consideration		
Description	Original Budget	Revisions	Transfers	Revised Budget 09/30/2026
Unaudited Fund Balance	**1,499,492**			**1,499,492**
Revenues:				
Local				
Interest Income	0	292		292
Other Local Income	0			0
Total Revenues	**0**	**292**	**0**	**292**
Expenditures:				
51 Plant Maint. & Operations	0	74,344	0	74,344
52 Security and Monitoring Serv.	0	1,095,130		1,095,130
53 Data Processing Services	0	19,400		19,400
81 Fac. Acquisition & Const.	0	10,398	0	10,398
Total Expenditures	**0**	**1,199,272**	**0**	**1,199,272**
Preliminary Ending Fund Balance	**1,499,492**	**(1,198,980)**	**0**	**300,512**

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CAPITAL PROJECTS FUND
REVISIONS

SEPTEMBER 2026 BUDGET AMENDMENT

REVENUES		
Local		
To Recognize Revenue From Interest Earnings	**292**	
		$ 292
	Total Revenues	***$ 292***
EXPENDITURES		
Function 51 - Facilities Maintenance and Operations		
To Appropriate Funds From Interest Earnings – For Contracted Maintenance and Repairs	**292**	
Carry-Forward Purchase Orders from 2025-2026: - Smoke Detector Maintenance and Battery Replacements - Inspections and Repairs - Air Conditioning and Maintenance Repairs - Lawn Care - Maintenance Supplies	**26,459**	
Carry-Forward Remaining Funds from 2025-2026 – For Contracted Maintenance and Repairs	**47,593**	
		$ 74,344
Function 52 - Security and Monitoring Services		
Carry-Forward Purchase Orders and Remaining Funds from 2025-2026 – For Silent Panic Alert System and Security Surveillance Engineering Services	**1,095,130**	
		$ 1,095,130
Function 53 - Data Processing Services		
Carry-Forward Purchase Order from 2025-2026 – For Engineering Services for Radio Communication System Backup Generators	**19,400**	
		$ 19,400
Function 81 - Facilities Acquisition and Construction		
Carry-Forward Purchase Orders from 2025-2026 – For Civil Engineering Services for Veterans Memorial Stadium Turf and Track and Chillers for De Leon Middle School and Milam Elementary	**10,398**	
		$ 10,398
	Total Expenditures	***$ 1,199,272***
	Grand Total	***$ (1,198,980)***

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

SUBJECT: Discussion and Possible Action on Ratification of Memorandum of Agreement No. 2027-127 Texas Student Data System ("TSDS") Public Education Information Management System ("PEIMS") Cooperative with Region One Education Service Center

REFERENCE: Goal 1 - Student Achievement/Student Focus: strategy 3: Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On September 8, 2026 The Board of Trustees approved Memorandum of Agreement No. 2027-127 Texas Student Data System ("TSDS") Public Education Information Management System ("PEIMS") Cooperative with Region One Education Service Center; however, an incorrect version of the Memorandum of Agreement was attached to the agenda item and subsequently executed.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Administration is requesting that the Board ratify the prior action and authorize the execution of the correct agreement, which will supersede and replace the agreement previously executed in error.

LEGAL REVIEW:

Memorandum of Understanding has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Funds for these services are budgeted through General Fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Ratification of Agreement No. 2027-127 Texas Student Data System ("TSDS") Public Education Information Management System ("PEIMS") Cooperative with Region One Education Service Center for a period of one (1) year, beginning September 1, 2026 through August 31, 2027.

Attachment: ☑

SUBMITTED BY: Signed by: Angela Allen 7A19FA909BA14AE...

SUPERVISOR: Signed by: Lorena Garcia F91D3BE666D0441...

For further information contact:
Name: Ms. Angela Allen, Director of Student Operations
Office: 956-632-3625
eMail: angela.allen@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

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REGION ONE EDUCATION SERVICE CENTER

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

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

The purpose of the Agreement is to provide PEIMS services to the Participating District.

WITNESSETH:

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

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

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

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

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1. Term of Contract:

The term of the agreement is 09/01/2026 to 08/31/2027

2. Termination of the Contract:

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

3. Role of Region One ESC:

Scope of work:

This commitment form is an agreement for Region One Education Service Center to provide technical assistance, support, and training as described in our attached TSDS PEIMS Cooperative Schedule of Services. In return for services, the district/charter will commit to payment of fees as stated below.

TSDS PEIMS Basic Services:
Provided to all LEAs at no cost.

Region One ESC PEIMS staff provide the following foundational services to all LEAs in the region:

- Designate an ESC PEIMS contact and alternate
- Communicate pertinent PEIMS and TSDS updates, guidance, and documentation
- Share TEA submission and resubmission deadlines
- Provide required domains, data elements, and code tables
- Disseminate TEA changes and updates
- Respond to TSDS Incident Management System (TIMS) tickets for PEIMS-related support
- Monitor completion of Superintendent Approvals
- Accept and process LEA TSDS/PEIMS submissions within TSDS

TSDS PEIMS Coop - Schedule of Services
Available through contract

PEIMS Coop members receive all Basic Services plus the following enhanced supports:

Training & Professional Development

- Annual Fall and Spring update trainings
- PEIMS Submission overview for the 10 PEIMS submissions (Fall, Mid-Year, Summer, and Extended Year, Attendance 1st-5th, Fall Enrollment)
- TSDS PEIMS technical training as needed
- Training sessions covering all 10 TSDS Core Collections including:
  - Charter School Waitlist
  - ECDS KG

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  - ECDS PK
  - SPPI-14
  - Class Roster Winter
  - RF Tracker
  - Special Education Language Acquisition
  - Teacher Vacancy Collection
  - SPED Video Camera Request
  - SPED Summer Collection

Ongoing Support & Technical Assistance

- Training and Support for TSDS Ed-Fi processes
- Ongoing telephone and technical assistance for all TSDS submissions to meet deadlines
- Consultation support for PEIMS Coordinators and related staff on:
  - Texas Education Data Standards (TEDS)
  - Student Attendance Accounting Handbook (SAAH)
  - All 20 TSDS collections system usage, reports, and error resolution
  - TSDS Unique ID discrepancies
- Texas Records Exchange (TREx)
- TSDS Incident Management System (TIMS) support in all components.

Access to Exclusive PEIMS Coop Resources

- New PEIMS Coordinator Academy
- Monthly webinars:
  - *PEIMS Coordinator Updates*
  - *PEIMS 101*
- TSDS Collections Office Hours (all 20 TSDS submissions)
- PEIMS Coop SharePoint Site, including:
  - Resource repository (checklists, data layouts)
  - Training library
  - Calendar of events
  - Viva Engage discussion forum
  - Archived LEA Fall Disaggregation Reports

Data Analysis & Reporting Support (contingent on ESC submission timelines)

- Review of summary reports to identify data anomalies during Collections
- Ad hoc reporting support
- Access to Tableau dashboards and analytics workbooks, including:
  - Student, staff, and financial budgeting tools
  - PEIMS Data Dives (Fall, Discipline, CCMR)
- Maintenance of a Regional PEIMS database for five years (Region One associated LEA's);

PEIMS Staff Development Services:

Districts and charter schools may request additional ESC PEIMS staff support for customized, in-district training sessions for campus and district personnel.

- Available in on-site or virtual formats
- Sessions offered in half-day or full-day increments

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- Not included in PEIMS Coop membership

Pricing:

- $1,600 per full day, per ESC specialist

4. Role of Participating District:

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

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5. Costs:

Annual Contract Cost $9,000.00
District will be invoiced on an annual basis.

Annual Subscription Breakdown

Item Description	Price
TSDS PEIMS Cooperative	9,000.00
Annual Subscription Grand Total	**9,000.00**

6. Limitation of Liability:

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

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Authorization

Region One ESC	**Participating District**
Dr. Daniel P. King Executive Director	Lucia Regalado, Board of Trustees President
Date:	**Date:**
Email: dking@esc1.net	**Email:** lucia.regalado@mcallenisd.net
Phone: (956) 984-6005	**Phone:** 956-618-6000
	Contact Person: Angela Allen

Approved as to form:

by: Signed by: Johnathan Ball 5CA0E491E30470...
Johnathan Ball, Staff Attorney

Docusign Envelope ID: 7DC57D1E-0777-8DB1-8130-AFF1A74E83AC

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

SUBJECT: Approval of Request for Qualifications No. 2027-1016 Collection of Delinquent Taxes

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District (the "District") solicited statements of qualifications for the collection of delinquent taxes attorney services.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Seventy-eight (78) vendors were invited to submit qualification statements, two (2) vendors responded. On October 2, 2026, the evaluation committee, comprised of Joel Garcia, Chief Financial Officer; Kaylee Gushwa, Budget Coordinator; Dyanira Diaz, Director of Accounting; Fabiola Sanchez, Coordinator for Accounting; Laura Williiams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; Meralda Gonzalez, Senior Buyer; and Sandra Pulido, Buyer, evaluated the RFQ and recommends the top ranked.

LEGAL REVIEW:

Administration will provide legal counsel with draft negotiated contract for legal review prior to execution with the Superintendent.

BUDGETARY CONSIDERATIONS:

Delinquent tax collection fees are not an expense to the District, and are paid by the delinquent taxpayer.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees:

a) approve the ranking of Request for Qualifications No. 2027-1016 Collection of Delinquent Taxes; and

b) approve that Administration begin negotiations with the top ranked, Linebarger Goggan Blair & Sampson, LLP.

SUBMITTED BY: Signed by: Joel Garcia A51E95C5E69E449...

SUPERVISOR: Signed by: Lorena Garcia F91D3BE666D0441...

For further information contact:
Name: Mr. Joel Garcia, Chief Financial Officer
Office: 956-618-6016
eMail: joel.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

Docusign Envelope ID: 7DC57D1E-0777-8DB1-8130-AFF1A74E83AC

2027-1016 COLLECTION OF DELINQUENT TAXES

No.	Criteria	Max. Pts. 100	Linebarger Goggan Blair and Sampson LLP	Perdue Brandon Fielder Collins & Mott LLP
	Total Points	**100**	**100**	**96**
	Ranking		**1**	**2**
1	**Price**	**0**	**0**	**0**
	N/A			
2	**Reputation of the vendor and of the vendor's goods or services**	**10**	**10**	**10**
	Bar (active license & letter good standing) (BA #92 & response attachments)	4	4	4
	Active license Yes = 2 Pts; No = 0 Pts. Letter of Good Standing = 2 Pts; No = 0 Pts.		Submitted 10 Active Licenses & 10 Letters of Good Standing	Submitted 5 Active Licenses & 5 Letters of Good Standing
	References (BA# 113 - 128)	6	6	6
	ISD References Yes = 2 Pts Each; No = 0 Pts (3 Minimum)		4 ISD	4 ISD
3	**The quality of the vendor's goods or services**	**16**	**16**	**16**
	Experience (industry) (BA# 91-112)	5	5	5
	Experience (firm) (BA# 91-112)	5	5	5
	Timeliness of State Aid (BA# 86)	3	3	3
	Yes = 3 Pts; No = 0 Pts.		Submitted Statement	Submitted Statement
	Appeal History (BA# 86)	3	3	3
	Yes = 3 Pts; No = 0 Pts.		Submitted Statement	Submitted Statement
4	**The extent to which the goods or services meet District's needs**	**68**	**68**	**64**
	Local Office/Resources (BA# 55)	2	2	2
	Yes = 2 Pts; No = 0 Pts.		Edingburg, RGV	McAllen, Edinburg, Brownsville
	Firm's understanding of work (BA# 56)	3	3	3
	Yes = 3 Pts; No = 0 Pts.		Submitted Statement	Submitted Statement
	Plan for conferring with HCTO (BA# 57)	3	3	3
	Yes = 3 Pts; No = 0 Pts.		Submitted Statement	Submitted Statement
	Average percentage tax collection (BA# 60-63)	18	18	14
	(Required to submit 3) *0% to 40% = 6 Pt. 41% to 60% = 10 Pts. 61% to 80% = 14 Pts. 81% to 100% = 18 Pts.* *% would be the average of all 3 years*		95.12%, 94.94%, 97.42% (95.83% avg.)	67.7%, 65.08%, 66.77% (66.52% avg.)
	Methodology to locate taxpayer (BA# 66)	4	4	4
	Yes = 4 Pts; No = 0 Pts.		Submitted Methodology	Submitted Methodology
	Frequency of attempts to locate taxpayer (BA# 67)	7	7	7
	Yes = 7 Pts; No = 0 Pts.		6 Mass Mailings per Year	Researches accts on a daily basis
	Bankruptcy Collection and Taxpayer Assistance Programs (BA# 68)	5	5	5
	Yes = 5 Pts; No = 0 Pts.		Submitted detailed plan	Submitted detailed plan
	Business Personal Property site visit program (BA# 69)	2	2	2
	Yes = 2 Pts; No = 0 Pts.		Submitted Statement	Submitted Statement
	Process of work (BA# 70 - 72)	6	6	6
	Yes = 6 Pts; No = 0 Pts.		Submitted Statement	Submitted Statement
	Target percentage (BA# 87-90)	10	10	10
	Yes = 10 Pts; No = 0 Pts. (Required to submit 3)		35%, 35%, 35%	42%, 42%, 42%
	Property Value Study Appeal History (BA# 86)	8	8	8
	Yes = 8 Pts; No = 0 Pts.		Submitted Statement	Submitted Statement
5	**Past Relationship with District**	**1**	**1**	**1**
	Yes = 1 Pt; No = 0 Pts.		1	1
			Current MISD Vendor	MISD Vendor in 2010-2011 & 2014-2015
6	**HUB (TEC 44.031(b)(6)) or Small and Minority Firms, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms (2 CFR 200.321)**	**0**	**0**	**0**
	N/A			
7	**Total long-term cost to the district to acquire the vendor's goods or services;**	**0**	**0**	**0**
	N/A			
8	**Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state**	**1**	**1**	**1**
	Yes = 1 Pt; No = 0 Pts. (BA# 11)		1	1
			Principal Place of Business is in Texas	Principal Place of Business is in Texas
9	**Any other relevant factor specifically listed in the request for bids or proposals.**	**4**	**4**	**4**
	Other services/assistance (BA# 129)	2	2	2
	Yes = 2 Pts; No = 0 Pts.		Submitted Statement	Submitted Statement
	Additional information/special knowledge/skills (BA #129)	2	2	2
	Yes = 2 Pts; No = 0 Pts.		Submitted Statement	Submitted Statement

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

SUBJECT: Discussion and Possible Action on Approval of Contract No. 2027-159 Bond Project Management Services with Brownstone Consultants LLC through Request for Qualifications No. 2027-1014

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District solicited a Request for Qualifications (RFQ) for Bond Project Management Services. On September 28, 2026, the Board of Trustees interviewed and ranked the eight (8) firms that submitted qualifications and authorized the Superintendent to negotiate an agreement with the highest-ranked firm, Brownstone Consultants, LLC.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Administration recommends approval of the contract with Brownstone Consultants, LLC, for Bond Project Management Services to support the District ' s 2026 Bond Program. Brownstone Consultants, LLC, was identified as the highest-ranked firm following the Board of Trustees ' interviews and evaluation of the eight (8) responding firms. Approval of the contract will allow the District to proceed with the implementation and management of the Bond Program in accordance with the terms and conditions of the agreement.

LEGAL REVIEW:

A draft copy of the AIA contract has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Expenditures for these services will be funded through the Districts Bond Program.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approves Contract No. 2027-159 Bond Project Management Services with Brownstone Consultants LLC through Request for Qualifications No. 2027-1014

Attachment: ☑

SUBMITTED BY: Signed by: Ruben Trevino 185D4294ECB6439...

SUPERVISOR: Signed by: Lorena Garcia F91D3BE666D0441...

For further information contact:
Name: Mr. Ruben Trevino, Executive Director for Facilities, Maintenance, and Operations
Office: 956-618-6000
eMail: Ruben.Trevino@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

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AIA® Document C171™ – 2024

Standard Form of Agreement Between Owner and Program Manager

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Program Manager's client identified as the Owner:
(Name, legal status, address, and other information)

———McAllen Independent School District
———2000 N. 23rd Street, McAllen, Texas 78501

and the Program Manager:
(Name, legal status, address, and other information)

———Brownstone Consultants, LLC [a Texas limited liability company; Program Manager to confirm legal name and entity type]
———2205 N. Jackson Road, McAllen, Texas 78501
———Telephone: (956) 307-3057

for the following Program:
(Name, location, and detailed description of the group of buildings and/or site improvement projects included in the Program)

———McAllen Independent School District 2026 Bond

The Owner and Program Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Contract Documents.

DRAFT

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6 COPYRIGHTS AND LICENSES

7 CLAIMS AND DISPUTES

8 TERMINATION OR SUSPENSION

9 MISCELLANEOUS PROVISIONS

10 COMPENSATION

11 SPECIAL TERMS AND CONDITIONS

12 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Program Information and Initial Information set forth in ~~this~~Sections 1.2 and 1.3, as well as the documents further described in Section ~~1.1.~~12.2.

~~*(For each item in this section, insert information or a statement such as "not applicable" or "unknown at time of execution.")*~~

~~**§ 1.1.1** Identify the purposes and goals of the Program:~~

§ 1.2 Program Information

(Insert the requested Program Information below. For information that is not provided, insert a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

McAllen Independent School District 2026 Bond Referendum and the Projects thereunder more specifically described in attached Exhibit "A".

§ ~~1.1.2~~1.2.1 Preliminary description of ~~each~~the ~~project~~projects ~~in~~comprising the Program:
(Identify proposed use, size, or other known information for each project in the Program.)

The Program Manager will represent the Owner, McAllen Independent School District ("Owner," "District" or "McAllen ISD"), as the Program Manager ("Owner's Representative") for those projects listed on the attached Exhibit "A" (each a "Project" and collectively the "Projects"). The buildings, grounds and sites at which the Projects are performed are the "Facilities." The services the Program Manager is required to perform under this Agreement are the "Services."

§ ~~1.1.3~~1.2.2 Location of each project in the Program:

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———All projects are located within the geographical boundaries of the McAllen Independent School District.

§ ~~1.1.4~~1.2.3 ~~Documentation~~Preliminary assessment of the condition of existing ~~conditions of~~ facilities or ~~sites~~sites, ~~in~~if ~~the Program:~~any:
(Identify ~~and~~or describe written reports of the ~~existing~~ conditions of existing facilities or sites.)

———None.

§ ~~1.1.5~~1.2.4 Funding ~~sources:~~source:
(Identify anticipated funding ~~sources for each project in the Program,~~sources, and deadlines or schedules related to funding, as well as whether funding is authorized.)

———The Program funding will be from the sale of bonds from the 2026 bond referendum.

§ ~~1.1.6~~1.2.5 The Owner's budget for the ~~Program~~Program, ~~and~~including the budgets for each project in the Program:
(Provide the Owner's total budget for the Program and, if known, a line-item breakdown ~~for each project~~ of all costs described in Section 3.4.1.)

———See attached Exhibit "A".

§ ~~1.1.7~~1.2.6 The Owner's intended procurement ~~requirements and intended~~or delivery methods for ~~the~~ design and construction of ~~each~~the ~~project~~projects in the Program.
~~*(Identify procurement requirements, delivery methods, and other requirements such as accelerated design or construction.)*~~
(Identify method such as competitive bid, negotiated contract, multiple prime contracts or construction management.)

———The procurement or delivery method for each Project will be determined by the Owner's Board of Trustees, or by its designee to the extent authority has been delegated under Section 2269.053, Texas Government Code, and Board policy, based on the method that provides the best value to the District in accordance with Section 44.031, Texas Education Code, Chapter 2269, Texas Government Code, and Board policy.

~~§ 1.1.8 The Owner's anticipated design and construction milestone dates for each project in the Program:~~
~~*(For each project, identify anticipated design and construction milestone dates, such as design phase milestones, construction commencement or construction completion dates, or other project milestones.)*~~
§ 1.2.7 Anticipated scheduling information:
(Include overall Program duration and milestones. If known, include proposed dates for commencement and completion of design, commencement and completion of construction, occupancy, and any other critical scheduling information for each project in the Program.)

.1 Anticipated dates of Program commencement and completion:
  .1 Commencement of design, if other than the date of this Agreement:
  .2 Completion of design:
  .3 Commencement of construction
  .4 Completion of construction
.2 Other Program scheduling information:

This Agreement is effective upon approval by the Owner's Board of Trustees and execution by both parties. The Program Manager's Services shall commence upon notice to proceed issued by the Owner to Program Manager, and this Agreement shall continue until all Projects listed in Exhibit "A" have reached final completion, including project closeout, completion of warranty documentation, and final acceptance by the Owner, subject to Owner's right to earlier terminate this Agreement in accordance with Article 8 hereof. The Owner anticipates that the Program will span approximately five (5) years; the term continues for such additional time as is necessary to complete the Services, and the Program Manager's compensation for Basic Services is firm for the entire term regardless of its duration, except as provided in Section 10.2 for added Projects or Additional Services. The projects described in Exhibit A and the services related to each listed project may be performed in a phased approach, with some overlap on a project-by-project basis.

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~~§ 1.1.9 The Owner's anticipated Sustainable Objective or objectives for the Program and for individual projects within the Program:~~
~~*(Identify and describe the Owner's Sustainable Objective or objectives for the Program and for individual projects within the Program, if any.)*~~

~~§ 1.1.9.1 If the Owner identifies a Sustainable Objective, the Owner shall collaborate with its consultants to complete a sustainable projects exhibit and sustainability plan, to identify the roles and responsibilities of each of the Owner's contractors and consultants related to the Owner's Sustainable Objective(s). If the Program Manager will be involved in overseeing or performing services identified in the sustainable projects exhibit or sustainability plan, the Owner and Program Manager shall incorporate a sustainable project exhibit(s) and sustainability plan(s) into this Agreement, and the Project Manager and Owner will document the services to be performed by the Program Manager. Those services will be provided as Additional Services. The Owner shall ensure the role of the Program Manager is incorporated into the Owner's agreements with its consultants and contractors performing services or work associated with the Sustainable Objective.~~

§ ~~1.1.10~~1.2.8 Other information regarding the Program:
(Identify any other available studies or reports, as well as special characteristics or needs of the Program, such as environmentally responsible design or historic preservation requirements, not provided elsewhere.)

To be determined by Owner's Board of Trustees if applicable.

§ 1.3 Initial Information

(Insert the requested Initial Information below. For information that is not to be provided, insert a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ ~~1.1.11~~1.3.1 The Owner ~~shall~~will retain the following consultants and contractors:
(List name, discipline, ~~address,~~address and other information. If the Owner ~~retains~~will ~~different~~retain ~~consultants~~a consultant or ~~contractors~~contractor for ~~the~~some, but not all, projects in the ~~Program,~~program, indicate the project(s) for which the consultant or contractor is retained.)

To be determined by Owner's Administrative staff, subject to approval by the Owner's Board of Trustees.

§ ~~1.1.12~~1.3.2 The Program Manager ~~shall~~will retain the consultants identified in Sections ~~1.1.12.1~~ 1.3.2.1 and ~~1.1.12.2:~~1.3.2.2:

§ ~~1.1.12.1~~1.3.2.1 Consultants retained ~~by the Program Manager~~ under Basic Services:
(List name, discipline, ~~address,~~address and other information. If the Program Manager will retain a consultant for some, but not all, projects in the program, indicate the project(s) for which the consultant or contractor is retained.)

AG|CM (program management support: executive oversight, cost estimating and scheduling), address to be provided by the Program Manager; for all Projects.

§ ~~1.1.12.2~~1.3.2.2 Consultants retained ~~by the Program Manager~~ under ~~Supplemental~~Additional Services:
(List name, discipline, ~~address,~~address and other information. If the Program Manager will retain a consultant for some, but not all, projects in the program, indicate the project(s) for which the consultant or contractor is retained.)

TechKnowledge in Education (specialty reviews of audiovisual, information technology and security standards and product screening), address to be provided by the Program Manager; Additional Services only, upon the Owner's written authorization under Section 4.3.1.

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§ ~~1.1.13~~1.3.3 The Owner identifies the following representative ~~for the Program~~ in accordance with Section ~~5.3:~~ 5.4:
(List name, ~~address,~~address and other information.)

———Dr. René Gutiérrez, Superintendent of Schools
———McAllen Independent School District, 2000 N. 23rd Street, McAllen, Texas 78501
———Telephone: (956) 618-6000

———Email: rene.gutierrez@mcallenisd.net

§ ~~1.1.14~~1.3.4 The persons or entities, in addition to the Owner's representative, who are required to review and approve the Program Manager's submittals to the Owner are as follows:
(List name, ~~address,~~address and other information.)

§ ~~1.1.15~~1.3.5 The Program Manager identifies the following representative in accordance with Section ~~2.5:~~ 2.4:
(List name, ~~address,~~address and other information.)

———Carlos Del Angel, PMP, CCM, Project Executive
———Brownstone Consultants, LLC, 2205 N. Jackson Road, McAllen, Texas 78501
———Telephone: (956) 307-3057

———Email: carlos@bstone.biz

§ ~~1.1.16~~1.3.6 Other Initial Information on which the Agreement is based:

———The Program Manager will provide program-wide services as described in this Agreement, including but not limited to overall program management, program review and evaluation, program scheduling, value engineering, procurement evaluation support, project analysis, cost-benefit analysis, constructability reviews, claims analysis and negotiation, construction observation and analysis, and program reports. The Program Manager will provide program-wide services with personnel who maintain appropriate licenses and certifications that meet state requirements when such licenses are required by law.

The Program Manager acknowledges that certain Facilities are existing occupied school buildings and that District shall continue its normal operation and occupancy of the Facilities during the performance of the Services and that such continual operation and occupancy is of critical importance. The Program Manager shall perform the Services so as to minimize to every extent reasonably possible any interference with the operation of the Facilities by District and the use and occupancy by the District.

§ ~~1.2~~1.4 The Owner and Program Manager may rely on the Program Information and Initial Information. Both parties, however, recognize that ~~the~~such ~~Initial Information~~information may materially change and, in that event, the Owner and the Program Manager shall appropriately adjust the ~~Program Manager's services, the schedule for the Program Manager's services,~~schedules and the Program Manager's ~~compensation.~~services. ~~The~~Any ~~Owner~~adjustment ~~shall adjust the Owner's budget for~~to the Program ~~and~~Manager's ~~the~~compensation ~~Owner's~~may ~~anticipated~~be ~~design~~made only by written amendment to this Agreement in accordance with Sections 10.2 and ~~construction milestones, as necessary, to accommodate material changes in the Initial Information.~~12.1.

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~~§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

ARTICLE 2 PROGRAM MANAGER'S RESPONSIBILITIES

§ 2.1 The Program Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Program Manager shall perform its services consistent with the skill and care ordinarily provided by program managers practicing in the same or similar locality under the same or similar circumstances. The Program Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Program.

~~§ 2.3 The Program Manager shall not provide professional services that constitute the practice of architecture or engineering.~~
The Program Manager agrees to provide at all times: (i) highly qualified personnel; (ii) an efficient business operation in terms of administration and accounting practices and procedures; (iii) services in a skilled, professional and efficient manner; (iv) cooperation with District so as to promote the best interests of District; and (v) performance of the Services in an expeditious, efficient, skillful and economical manner consistent with the best interests of District.

~~§ 2.4 The Program Manager shall coordinate its services with those services provided by the Owner and the Owner's consultants and contractors. The Program Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants and contractors. The Program Manager shall provide prompt written notice to the Owner if the Program Manager becomes aware of any error, omission, or inconsistency in such services or information.~~
§ 2.3 The Program Manager, as soon as practicable after execution of the Agreement, shall confirm in writing to the Owner the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Program Manager's proposed key staff members, the Owner may reply to the Program Manager in writing stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection. The Program Manager shall not staff any employees on the Program to whom the Owner has made reasonable and timely objection. The Program Manager shall not change its key staff members without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ ~~2.5~~2.4 The Program Manager shall identify a representative authorized to act on behalf of the Program Manager with respect to the Program.

~~§ 2.6 The Program Manager, as soon as practicable after execution of the Agreement, shall notify the Owner of the names and qualifications of its proposed key staff members who will perform services for the Program. Within 14 days of receipt of the names and qualifications of the Program Manager's proposed key staff members, the Owner may reply to the Program Manager in writing stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Program Manager shall not staff any employees on the Program to whom the Owner has made reasonable and timely objection. The Program Manager shall not change its key staff members without the Owner's consent, which shall not unreasonably be withheld or delayed.~~

§ ~~2.7~~2.5 Except with the Owner's ~~knowledge~~prior ~~and~~written consent, the Program Manager shall not engage in any activity, or accept any employment, ~~interest,~~interest or ~~contribution,~~contribution that would reasonably appear to compromise the Program Manager's judgment with respect to the Program. Without limiting the foregoing, and consistent with Section 2269.203, Texas Government Code, the Program Manager shall not self-perform any aspect of the construction, rehabilitation, alteration, or repair of any Project, shall not be a party to a construction contract or subcontract on any Project, shall not provide a performance or payment bond on any Project, and shall not have a financial interest in, or undisclosed business relationship with, any architect, engineer, contractor, subcontractor,

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supplier or other vendor performing work or providing goods or services on the Program.

~~§ 2.8 The Program Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Program Manager normally maintains, the Owner shall pay the Program Manager as set forth in Section 10.6.3.~~

§ 2.6 The Program Manager shall provide its services in cooperation with the services provided by the Owner and the Owner's consultants and contractors and shall coordinate its services with those services provided by the Owner and the Owner's consultants and contractors. The Program Manager shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants and contractors. The Program Manager shall provide prompt written notice to the Owner if the Program Manager becomes aware of any error, omission or inconsistency in such services or information.

~~§ 2.8.1 Commercial General Liability with policy limits of not less than _____ ($_____) for each occurrence and _____ ($_____) in the aggregate for bodily injury and property damage.~~

§ 2.7 The Program Manager shall maintain the following insurance for the duration of this Agreement. The cost of all required insurance is included in the Program Manager's compensation and is not reimbursable.

~~§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Program Manager with policy limits of not less than _____ ($_____) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

§ 2.7.1 Commercial General Liability Insurance (occurrence basis only) with limits of not less than $1,000,000 each occurrence and $2,000,000 general aggregate. The Owner, its Board of Trustees, officers, employees and agents shall be named as additional insureds on the Program Manager's Commercial General Liability Insurance policy on a primary and non-contributory basis, with a waiver of subrogation in favor of the Owner.

~~§ 2.8.3 The Program Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

§ 2.7.2 Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than $1,000,000 each accident. The Owner shall be named as an additional insured on the Program Manager's Business Automobile Liability policy.

~~§ 2.8.4 Workers' Compensation at statutory limits.~~

§ 2.7.3 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than five hundred thousand dollars ($ 500,000) with a waiver of subrogation in favor of the Owner.

~~§ 2.8.5 Employers' Liability with policy limits not less than _____ ($_____) each accident, _____ ($_____) each employee, and _____ ($_____) policy limit.~~

§ ~~2.8.6~~2.7.4 Professional Liability covering the Program Manager's negligent acts, ~~errors,~~errors and omissions in ~~the~~its performance of ~~professional~~ services with policy limits of not less than _____two ($million _____dollars ~~)~~($2,000,000.00) per claim and in the ~~aggregate.~~aggregate, with a retroactive date no later than the commencement of the Services, maintained throughout the term of this Agreement and for not less than three (3) years after final completion of the last Project.

~~§ 2.8.7 Additional Insured Obligations. To the fullest extent permitted by law, the Program Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Program Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

§ 2.7.5 The Program Manager will provide a certificate of insurance on ACORD 25 form, together with copies of the

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additional insured, primary and non-contributory, and waiver of subrogation endorsements, to the Owner's Director of Purchasing Services evidencing such coverage and will notify the Owner in writing immediately if any change in coverage occurs for any reason.

~~**§ 2.8.8** The Program Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.~~

§ 2.7.6 Each insurance policy to be furnished by the Program Manager shall include, by endorsement to the policy, a statement that a notice shall be given to the Owner by certified mail thirty (30) days prior to cancellation, non-renewal or any material change in coverage.

§ 2.7.7 The Program Manager shall provide the Owner certificates of insurance evidencing the above required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said notices and Certificates of Insurance shall be provided to the Owner's Purchasing Services Department.

§ 2.7.8 For non-subscribers that do not carry Workers Compensation coverage the District will on a case-by-case basis, consider contractors who provide an Occupational Accident Policy, including Employers' Indemnity coverage with a $1,000,000 limit. However, the District reserves the right to require Workers' Compensation coverage if it feels it is in the best interest of the District to do so.

ARTICLE 3 SCOPE OF PROGRAM MANAGER'S BASIC SERVICES

§ 3.1 General

§ 3.1.1 The Program Manager's Basic Services consist of those described in this Article 3. ~~Services not set forth in this Article 3 are Supplemental or Additional Services.~~ The Program Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Program Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs employed in connection with the construction of the projects in the Program, nor shall the Program Manager be responsible for the failure of the Owner's consultants or contractors to perform services for, or the construction of, a project in accordance with the plans, specification or other contract or legal requirements. The Program Manager shall be responsible for the Program Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Owner's consultants or contractors. The Basic Services also include the Scope of Work set forth in Exhibit "C" (Section 11 of the Owner's Request for Qualifications No. 2027-1014), which is incorporated into this Article 3; the Services described in this Article 3 and in Exhibit "C" are cumulative. The Program Manager serves as the Owner's construction manager-agent under Subchapter E, Chapter 2269, Texas Government Code, and represents the Owner in a fiduciary capacity as provided by Section 2269.204, Texas Government Code.

§ 3.1.2 The Program Manager shall ~~not~~periodically ~~have control over, charge of, or responsibility for~~review the ~~construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs employed in connection with the construction~~development of the ~~projects~~design for each project in the ~~Program,~~Program ~~nor~~and ~~shall~~provide recommendations for systems, materials, equipment and techniques that are utilized to achieve the ~~Program~~Design ~~Manager~~Standards ~~be~~established ~~responsible for the failure of the Owner's consultants or contractors~~pursuant to ~~perform~~Section ~~services for, or the construction of, a project in accordance with the plans, specification, or other contract or legal requirements.~~3.3.4. The Program Manager shall ~~be~~provide ~~responsible~~advice on construction feasibility, availability of materials and labor, and procurement and time requirements for installation and construction. If the Owner approves of recommendations, the Program ~~Manager's~~Manager ~~negligent~~shall ~~acts~~assist in negotiating or ~~omissions,~~carrying ~~but~~out ~~shall~~said ~~not~~changes ~~have~~with ~~control~~other ~~over~~relevant ~~or~~parties ~~charge~~towards ~~of,~~successful ~~and shall not be responsible for, acts, errors, or omissions~~completion of ~~the~~each ~~Owner's consultants or contractors.~~Project.

§ 3.1.3 ~~The~~Intentionally ~~Program Manager shall assist the Owner in identifying consultant disciplines required to provide professional and other services for each project in the Program.~~omitted.

§ 3.1.4 ~~The~~Intentionally ~~Program Manager shall assist the Owner in reviewing the qualifications of, and in selecting and retaining consultants and contractors for each project in the Program.~~omitted.

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§ 3.1.5 The Program Manager shall assist the Owner in reviewing the qualifications of, and in selecting and retaining contractors for each project in the Program.

§ 3.1.6 Intentionally omitted.

§ 3.1.7 The Program Manager will provide an on-site Program Management Team, as necessary to perform the services, with appropriate administrative support during the entirety of the Program. Membership of this team will be stable, and any proposed personnel changes must be approved in advance by the Owner. The Program Manager acknowledges that Owner is entering into this Agreement in reliance on Program Manager's special and unique abilities with respect to performing the Services. The Program Manager warrants that it will at all times conduct its activities and perform the Services in accordance with the provisions of this Agreement and in a timely, diligent, skillful, competent and professional manner, consistent with the consulting professional standards of accountability and performance applicable to projects similar to the Facilities, as performed by skilled professional consultants headquartered and operating in the State of Texas who have substantial experience in performing the Services for projects similar to the scope of work and with regard to the size and complexity of the Facilities.

§ 3.1.8 Program Manager shall, as directed by Owner, make presentations and answer questions from project stakeholders. Program Manager shall design, establish, and maintain a McAllen ISD Capital Improvement Program website for informing the public on Program-specific progress/status. Owner shall approve the design and information before it is made available to the public. The website shall comply with the web accessibility requirements applicable to the Owner under Title II of the Americans with Disabilities Act (28 C.F.R. Part 35, Subpart H). The website, its domain and its content are the property of the Owner and shall be transferred to the Owner, at no additional cost, upon completion of the Program or termination of this Agreement. Any social media accounts the Program Manager maintains for community outreach under Exhibit "C" shall be established in the Owner's name with credentials held by the Owner, shall carry only content approved by the Owner, and shall be archived as public records of the Owner.

§ 3.1.9 Program Manager shall put in place a system of monthly updates and reporting to the Owner to keep Owner informed of Program status issues requiring attention.

§ 3.1.10 The Program Manager, as a part of its daily responsibilities, will be responsible for budget and fiscal oversight of the 2026 Bond Program, which includes, but is not limited to, the following:

- **i.** Budget – The Program Manager will establish, organize, and/or manage the overall program budget and each project budget. The Program Manager will establish reports tracking budget including all budget transfers and budget amendments.
- **ii.** Cash Flow – The Program Manager will provide quarterly cash flow reports to help Owner understand and prepare for cash needed for upcoming projects.
- **iii.** Procurement – The Program Manager shall play a lead role, under the direction of the Owner's Purchasing Services Department, in the 2026 Bond procurement process including advertisements, competitive sealed proposals, design-build, construction manager-at-risk and the other methods authorized by Section 44.031, Texas Education Code, and Chapter 2269, Texas Government Code, bid and proposal openings, evaluations and negotiations, in accordance with applicable law and Board policy. All contract awards remain subject to approval by the Owner's Board of Trustees or its designee as required by law and Board policy.
- **iv.** Permits – The Program Manager shall assist the district, design, and construction teams in achieving necessary permits.
- **v.** Contracts/Purchase Orders/Change Orders/Additional Services – The Program Manager will be responsible for gathering all necessary documents needed to execute contracts and issue purchase orders, change orders, and professional additional services.
- **vi.** Program and Project Contingencies – The Program Manager shall be responsible for managing and tracking all program and project contingencies. The Program Manager will also be responsible for submitting all required documentation needed to access program contingency.
- **vii.** Pay Applications/Invoices – The Program Manager shall develop a protocol, working with 2026 Bond Vendors, to review and submit monthly pay applications and invoices for payment processing. The Program Manager will also develop a system to track vendor payments, so invoices are submitted for payment in the correct fiscal year.
- **viii.** Community Engagement and Outreach – The Program Manager shall develop a process for updating the

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public and community of the progress of the program, the process will be reviewed and approved by the Owner.

ix. Closeout – The Program Manager shall organize all information essential to complete closeouts for applicable projects, including preparing items to be submitted to Board for closeout approval.

x. Financial Reporting and Reconciliations – The Program Manager will be responsible for developing and generating financial reports or reconciliations, needed by McAllen ISD Staff, other district personnel and external entities related to the 2026 Bond Program. Report or reconciliations will include, but not limited to:

a. Monthly Project Reports
b. Bond Advisory Committee Reports (BAC)
c. Contingency Reports if applicable
d. Change Order Reports
e. Additional Services Reports

§ 3.1.11 Program Manager shall, at all times, represent and protect the Owner's interests in all interactions with construction contractors, suppliers, and other third-party contractors or consultants.

§ 3.2 Program Management Plan

§ 3.2.1 In order to ascertain the requirements of the Program, the Program Manager shall review with the Owner the Program information and Initial Information ~~and~~along ~~the~~with ~~following~~any ~~additional~~other information to be furnished by the Owner:

(List additional information to be furnished by the Owner.)

§ 3.2.2 The Program Manager shall develop and document a Program Management Plan (PMP) reflecting the scope and related requirements of the Program and submit the Program Management Plan to the Owner for ~~approval~~approval. ~~a~~The Program Management ~~Plan, which~~Plan shall include a description of, and requirements pertaining to, the ~~following Program elements:~~following:

.1 ~~Management~~Program ~~approach,~~management approach and organization, including executive, management and team staffing plan and responsibilities;

~~.2 Planning, including the strategy to define scopes, schedules, quality, and budgets for each project;~~

.2 Program planning and development activities, including strategic planning, prioritizing, and defining scope, schedule and budget of the projects in the Program;

.3 ~~Management~~Program management controls, including scope, ~~budget and cost,~~budget/cost, schedule, and quality management plan;

.4 ~~Procurement,~~Procurement strategies and procedures, including ~~strategies~~strategy ~~to~~for ~~procure~~procurement of design ~~services,~~services ~~construction~~and ~~services,~~construction; ~~materials,~~procedures for pre-purchase of material, systems, and ~~equipment,~~equipment; and ~~to~~evaluating ~~include,~~and ~~as~~approving ~~required, governmentally recognized special business classes, such as minority business enterprise or woman business enterprise;~~substitutions;

.5 Authorization processes and procedures, including administrative ~~approvals~~approval processes and ~~required~~responsibilities, and key documentation for: professional services and preconstruction services; processes and procedures for ~~all~~ project ~~phases;~~construction procurement, such as award, contracting, notice to proceed, change orders, payment certification; and project closeout;

.6 ~~Communication~~Program communication procedures, including systems, meetings, ~~reports,~~reporting, ~~notices, records,~~investigation, and ~~digital data transmission;~~records;

.7 ~~Design~~Development of design process guidelines, including ~~consultants'~~assessment, ~~deliverable~~prioritization, ~~requirements~~project scope definition, design development, coordination, and ~~coordination~~permit ~~across all projects;~~process;

.8 ~~Construction~~Development of construction process guidelines, including preconstruction and construction administration ~~procedures,~~services, ~~claim~~construction phase processes and ~~dispute~~procedures, program coordination, change order management, commissioning, and ~~commissioning;~~project closeout procedures; and

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.9 ~~Project acceptance process guidelines, including contract closeout and occupancy.~~

.9 Project acceptance and turnover guidelines relating to contract completion and closeout management, including record documentation, manuals and warranties.

§ 3.2.3 The Program Manager shall ~~submit~~obtain the Owner's approval of the initial Program Management Plan, and any subsequent revisions to the Program Management ~~Plan~~Plan. ~~to~~If needed, the ~~Owner for approval. The~~ Program Manager shall meet with the Owner to discuss the Program Management ~~Plan,~~Plan and any necessary ~~revisions,~~revisions every six ~~months~~months, or at intervals set forth below:

(Insert the milestones or intervals for Program Management Plan updates, if other than every six months.)

PMP exhibits to be updated every six months.

~~**§ 3.2.4** The Owner shall incorporate in its agreements with its consultants and contractors elements of the Program Management Plan, including any subsequent revisions, as appropriate.~~

§ 3.3 Information ~~Management, Design Standards,~~Management and ~~Reporting~~Standards

~~**§ 3.3.1 Program Management Information System.** If the Owner does not have a Project Management Information System in place, the Program Manager shall implement and maintain a shared system that will:~~

~~.1 be accessible by the Owner and Program Manager, without limitations or restrictions, through cloud-based software or similar technology agreed upon by the parties;~~

~~.2 receive, distribute, and maintain reports, including the Program Reports required pursuant to Section 3.3.4, schedules, budget, quality, and other Program information and documentation as agreed upon by the Owner and the Program Manager;~~

~~.3 organize information by relevant categories as determined by the Owner and Program Manager;~~

~~.4 backup data to prevent data loss; and~~

~~.5 export data in various formats for sharing outside of the Program Management Information System as determined by Owner and Program Manager.~~

§ 3.3.1 Program Management Information System. The Program Manager shall implement and, for the duration of the Program, maintain and upgrade as necessary a web-based Program Management Information System to be used to maintain Program updates, Program Schedules, and other information, reports and documentation as agreed by the Owner and the Program Manager. Activities under the Program will be scheduled and documented through the Program Management Information System. The Program Management Information System shall organize information by project, activity, or relevant categories, as determined by the Program Manager and Owner. The Program Manager shall collect information pertaining to the Program, and update the Program Management Information System on a regular basis unless otherwise agreed. The Program Management Information System shall contain, at a minimum, current status on contracts, budget, schedule and quality on a Program and project basis. The Program Manager acknowledges that Program data in the Program Management Information System constitutes public information of the Owner subject to Chapter 552, Texas Government Code, and to the Owner's records retention obligations under Chapter 203, Local Government Code, and shall maintain and make such data available to the Owner in a manner that allows the Owner to comply with those laws.

§ 3.3.2 The Owner shall have access to all information in the Program Management Information System. Other Program and project participants shall have access to specific information only as approved by the Owner. Upon the completion of each project in the Program, upon the Owner's request at any time, and upon expiration or termination of this Agreement, the Program Manager shall preserve the documentation and information contained in the Program Management Information System and provide a copy to the Owner in a ~~format~~non-proprietary, ~~mutually~~machine-readable ~~agreed upon between the parties.~~format.

§ 3.3.3 The Program Manager shall develop protocols and standards for the exchange and use of information in digital form to be integrated into the Program Management Information System. The Program Manager shall provide information to the Owner and the Owner's consultants and contractors, as required for the duration of the Program, regarding the use of the Program Management Information System.

§ ~~3.3.3~~3.3.4 Design Standards. The Program Manager shall assist the Owner, and Owner's ~~consultants,~~Design Manager, if any, in developing and periodically updating Design ~~Standards.~~Standards for the Owner's approval. The Design

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Standards shall provide a functional, aesthetic, and quality framework for the projects in the Program ~~and, where applicable,~~and shall include ~~(1)~~the following: planning criteria (including area, volume, equipment, finish, technical ~~services,~~services and other relevant functional requirements for typical ~~spaces), (2)~~spaces); specifications and performance requirements (including sustainable design criteria) for materials, systems, ~~components,~~components and assemblies organized by classification system as agreed upon with the ~~Owner, (3) documentation standards (including~~Owner; drawing, building information modeling, ~~specifications,~~and ~~and~~documentation standards (including requirements for ~~each design phase~~interim and final contract document ~~deliverables), (4)~~deliverables); typical design details of selected ~~conditions,~~conditions; ~~and (5)~~and, procurement, ~~contracting,~~contracting and general requirements. ~~Where~~The ~~applicable,~~Design ~~the~~Standards ~~Owner's~~shall incorporate any existing Owner design ~~standards shall be incorporated into the Design Standards.~~standards.

§ 3.3.5 Prior to the start of the design of each project, the Program Manager shall make the Owner-approved Design Standards available to the Owner's design consultants.

§ ~~3.3.4~~3.3.6 Program Report. On a monthly basis, or as set forth below, the Program Manager shall prepare a Program Report. The Program Report shall include ~~(1)~~ a summary update of Program and project status, ~~(2)~~ an updated Program Schedule, ~~(3)~~ actual and anticipated costs related to the Program, ~~(4)~~ cost and payment reports for each consultant and construction contract, ~~(5) cash flow projections, (6) proposed and~~ approved change orders, ~~(7)~~and any claims pertaining to the Program Manager, Owner, and the Owner's other consultants and ~~contractors, and (8) other information as mutually agreed upon by the parties.~~contractors.

~~*(If different intervals or additional information is required for the Program Report, stipulate below.)*~~

(If the Program Report is required at intervals other than monthly, set forth such intervals below.)

§ 3.4 Program Budget Control

§ 3.4.1 If the Owner has not established a Program Budget, the Program Manager and the Owner shall collaborate to prepare a preliminary Program Budget, which shall include the costs for the Program Manager's services, the costs of the services of the Owner's other ~~consultants~~consultants, ~~and contractors,~~the costs for design and construction of each project in the Program, ~~reasonable contingencies related to all of these costs,~~ and additional details necessary for the Owner to prepare a complete Program Budget. The Owner shall review and approve in writing the preliminary Program Budget. ~~The Program Manager shall organize the Program Budget in a manner that will allow costs to be tracked using the Program Management Information System.~~ The Program Manager shall provide monthly reports on the Program Budget, or at intervals otherwise agreed to by the Owner and Program Manager below.

~~*(If intervals other than monthly are required for the Program Budget reports, indicate below.)*~~

(If the Program Manager is required to provide Program Budget reports at intervals other than monthly, set forth such intervals below.)

§ 3.4.2 The Program Manager shall develop and implement a system of budget and cost controls to assist the Owner in the management of Program and project costs. The Program Manager shall submit to the Owner projections of costs for the Program and for each project in the Program.

§ 3.4.3 ~~The~~Intentionally ~~Program Manager shall review estimates prepared by the Owner's consultants and contractors and shall submit to the Owner a report identifying variances from the Program Budget along with recommendations for resolving such variances.~~omitted.

§ 3.4.4 The Program Manager shall share information regarding the Program Budget with the Owner's consultants as authorized by the ~~Owner.~~Owner or this Agreement.

§ 3.4.5 The Program Manager shall assist in identifying Program-wide procurement and cost saving opportunities.

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§ 3.4.6 The Program Manager shall report cost impacts to the Program ~~Budget, if any, arising out~~Budget of ~~the~~proposed ~~agreements~~contracts, ~~between~~change orders, and proposed contract amendments from the Owner and ~~its~~the Owner's consultants and ~~contractors for each project in the Program, and any cost impacts arising from changes or proposed changes thereto.~~contractors.

§ 3.5 Program Schedule Control

§ 3.5.1 The Program Manager shall ~~submit to the Owner for approval~~prepare a Program Schedule showing priorities, sequences, durations, and responsible parties for major design, pricing, ~~construction,~~construction and Owner activities; establishing the overall duration of the Program; and identifying critical milestone dates. The Program Manager shall update and expand the level of detail and status of the Program Schedule as the Program progresses. The Program Schedule shall also incorporate or ~~identify:~~identify

~~.1 dates for key internal and external approvals and project permits for each project in the Program;~~

~~.2~~.1 project specific milestones and design and construction schedules, including dates of commencement and completion;

~~.3~~.2 components that need to be procured by the Owner and dates for such procurement; and

~~.4~~.3 the Owner's occupancy deadlines and any portions of the Program having occupancy priority.

§ 3.5.2 The Program Manager shall ~~submit~~provide recommendations ~~to the Owner~~ for project sequencing and phasing to meet overall Program objectives.

§ 3.5.3 The Program Manager shall ~~submit~~provide recommendations ~~to the Owner~~ on the milestone dates and durations in the design and construction schedules as they are developed for each project in the Program.

§ 3.5.4 The Program Manager shall monitor, and report to the Owner on the progress of, the Program and each project in the Program. Reports shall include observed deviations from the Program Schedule or key milestones of the individual project schedules that may impact substantial completion or final completion. The Program Manager shall include the reports in the Program Management Information System. The Program Manager shall consult with the Owner and the Owner's consultants and contractors to develop recovery plans when the schedules or objectives are not being met.

§ 3.6 Program Quality Control and Design Review

§ 3.6.1 The Program Manager shall establish and distribute through the Program Management Information System, quality control guidelines that define the obligations of the Program Manager, Owner, and the Owner's consultants and contractors. ~~The Owner shall require the Owner's consultants and contractors, through their contracts with the Owner, to perform their respective obligations included in the quality control guidelines.~~

§ 3.6.2 The Program Manager shall periodically review the development of the design for each project in the Program for conformance with the Program requirements and Design Standards. The Program Manager shall ~~submit to the Owner~~provide a list of the observed deviations from ~~the Program requirements and~~ the Design Standards and discuss resolution of the observed deviations with the Owner and, as appropriate, the Owner's consultants and contractors.

§ 3.6.3 The Program Manager shall ~~review~~confirm ~~the~~that each contractor has prepared a safety program and project specific quality control ~~plan of each contractor in the Program for conformance with the quality control guidelines, submit to the Owner a list of observed deviations from the quality control guidelines, and discuss resolution of the observed deviations with the Owner and, as appropriate, the Owner's consultants and contractors.~~plan.

§ 3.6.4 The Program Manager shall ~~report to~~advise the Owner ~~any~~of ~~known~~observations it makes regarding deficiencies in the performance of the Owner's consultants and contractors.

§ 3.7 Other Services

§ 3.7.1 The Program Manager shall ~~schedule~~provide, as Basic Services, the Board and ~~conduct~~community ~~meetings~~communications ~~with~~services described in Exhibit "C," including a marketing and communications plan approved by the ~~necessary~~Owner, ~~Program~~the ~~participants~~website described in Section 3.1.8, community events, social media outreach, and regular progress reports to ~~coordinate~~the Owner's Board of Trustees, in order to enhance and maintain public awareness in furtherance of the ~~progress~~interests of the Program and ~~shall~~the ~~prepare and distribute meeting minutes.~~Owner.

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§ 3.7.2 The Program Manager shall ~~assist~~schedule and conduct meetings with the ~~Owner~~necessary ~~in~~Program ~~securing~~participants ~~approvals,~~to ~~entitlements,~~coordinate the progress of the Program. The Program Manager shall also prepare minutes of such meetings and ~~easements~~include ~~from~~them, ~~authorities~~as ~~having jurisdiction over each project~~appropriate, in the Program ~~and~~Management ~~monitor~~Information ~~the progress of each application. Nothing in this section shall require the Program Manager to assist in obtaining approvals that are the responsibility of other consultants or contractors in their agreements with the Owner.~~System.

§ 3.7.3 The Program Manager shall develop a strategy, procedure, and schedule to assist the Owner in ~~reviewing~~obtaining the ~~scope~~required reviews and approvals of ~~agreements~~authorities ~~between~~having ~~the~~jurisdiction ~~Owner and its consultants and contractors for~~over each project in the Program.

§ 3.7.4 The Program Manager shall assist the Owner in developing and implementing protocols for the review and processing of changes or proposed changes in the scope of design or construction for projects in the Program, and the corresponding contracts for design and construction.

§ ~~3.7.4~~3.7.5 The Program Manager shall assist the Owner in ~~reviewing~~developing and implementing protocols for the review and processing of ~~invoices and~~ applications for payment for ~~each~~the ~~project~~Program and the projects in the Program.

§ 3.7.6 The Program Manager shall assist the Owner in selecting the dispute resolution procedures to be included in the various agreements between the Owner or the Program Manager and consultants and contractors for disputes arising out of the Program.

§ ~~3.7.5~~3.7.7 ~~Upon the written request of the Owner, the~~The Program Manager shall ~~evaluate~~evaluate, and provide input to the Owner ~~on~~on, and as directed by the Owner shall negotiate the resolution of, claims arising out of the ~~Program.~~Program as provided in Exhibit "C".

§ ~~3.7.6~~3.7.8 The Program Manager shall ~~monitor~~assist the Owner in establishing a procedure for tracking and submission of records, warranties, guarantees, and ~~other~~documents pertaining to systems verification and project ~~close-out documentation~~close-out, for ~~each project~~projects in the Program.

§ 3.8 Project Phase Responsibilities

Program Manager will provide services for all phases of each Project as required by this Agreement. Included, but not limited to, Program Manager's responsibilities for each phase of each project are as follows:

§ 3.8.1 Organization and Implementation Planning

1. In conjunction with the Owner, develop a Design/Engineering review phase procedure and report formats.
2. Implement and maintain document control and record-keeping systems.
3. Review program schedules as they are developed. Develop and maintain a comprehensive Master Program Schedule to include all organization, design, preconstruction, construction, and post-construction services. The Master Schedule will be continually updated to add and track sub-tasks to be performed by the Program Manager and contractors.
4. Intentionally omitted.
5. Program Schedule:
   a. The Program Manager's obligations continue through final completion, closeout and final acceptance of all Projects as provided in Section 1.2.7.2. No additional compensation is due by reason of the duration of the Program, including any design delays, construction delays, or other delays beyond the control of the Program Manager, except as provided in Section 10.2 for added Projects or Additional Services.

§ 3.8.2 Design/Engineering Review:

1. Review, in detail, all Drawings and specifications to ensure compliance with Owner design standards.
2. Maintain a detailed Master Program Budget to address all projected costs. The Master Program budget is

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intended to capture all costs of each Project and serve as the reporting tool and enable cost control of each Project costs. The Program Manager will maintain data on all approved budget changes, commitments, expenditures to date, and remaining budget amounts in a format consistent with Owner requirements to ensure projects stay within the allocated budgets.

3. Provide oversight of the design teams, as directed by Owner, including coordination of interfaces with Owner personnel. The nature of this oversight is to make sure that the budget, schedule, and document coordination and quality are achieved; and that necessary integration with Contractor processes occur in a high-value manner. If requested by Owner, assist in negotiations of any proposed design services contracts.

§ 3.8.3 Contract Procurement

1. In collaboration with the Owner, counsel for the Owner, and Project Architects, propose procurement strategy and assist with process. Assist the Owner/Architect in preparing and placing notices and advertisements to solicit responses on each Project.
2. Participate in pre-bid/proposal and pre-construction meetings where the Commissioning process requirements are reviewed, to assist the entire team, and consult with the Commissioning provider.
3. Assist with the selection of general contractors, construction managers-at-risk, design-builders and other contractors required for Project implementation, including but not limited to the development of competitive sealed proposals and other solicitation documents, analysis of proposals, managing the interview process and development of recommendations for selection in accordance with applicable law, Board policy, and Owner guidelines.
4. Assist the Architect in the delivery of documents and addenda to the interested parties and attend pre-submission conferences. Work with the Architect to provide to the Owner a cost estimate of each addendum.

§ 3.8.4 Construction

1. Provide a full-time on-site Program Management Team, staffed in accordance with the staffing plan approved by the Owner under Section 3.2.2.1, to perform the services to administer contracts. Act as the independent agent and representative of the Owner, with authority only to the extent provided in Section 3.1.1, and establish and implement coordination procedures among Owner, Architects, Contractors, and other consultants.
2. Monitor and verify the Contractor's completion of all permitting requirements in a timely manner, and report any deficiencies to the Owner.
3. Monitor pay applications, submittals, costs, and receipts to ensure compliance of such with the Contract Documents and Owner standards: provide updates to Owner monthly and as otherwise requested by the Owner. On CMAR projects this includes review of all documentation of CMAR's costs on each Application for Payment.
4. For each Project, conduct pre-construction meetings with the Architect, Construction Contractor, and all other key members of the Project delivery team. Establish lines of communication and construction administration procedures such as for the processing of submittals, shop drawings, Requests for Information, Change Requests, etc. Prepare a Project procedures manual relative to handling all Project documentation in concert with the Owner's current forms and processes.
5. Monitor requests for information to ensure timely responses by the Contractor. Identify potential liabilities in the requests for information which could develop into future requests for change orders.
6. Review all applications for payment submitted and provide recommendations for revisions and/or payment. This includes detailed cost review for any Construction Manager at Risk project.

§ 3.8.5 Occupancy/Post Occupancy

1. Assist the Architect in performing interim and final inspections and in monitoring all corrective work. Assist the Architect in developing an appropriate punch list of outstanding items to be corrected at the time of Substantial Completion. Monitor completion of the punch list items by the Contractor.
2. Coordinate such items as furniture and equipment (delivery, assembly, and installation), systems testing, training sessions, etc. Participate in regular move-in team coordination meetings and ensure that all deadlines are met.
3. Ensure submission of the operations and maintenance manuals for each Project and obtain a confirmation

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from the architect that closeouts documents meet specified requirements.

4. Work with Commissioning Services provider.
5. Verify that all warranties have been received and are properly executed by Owner. Coordinate warranty completion.

§ 3.8.6 Required Deliverables from Program Manager will include, but not limited to, the following:

1. Master Program Schedule;
2. Master Program Budget;
3. Internet Project Status reporting site;
4. Monthly and Periodic Executive Status Reports (for Board of Trustees, including budget allocation vs. remaining balance, project timeline, and overall project progress);
5. Meeting agendas and minutes for Owner/Program Manager meetings, which the Program Manager will chair;
6. Manage Owner/Architect, Construction Contractor and other contracts and documents;
7. Construction Close-out Documents Checklist;
8. Move-in/Move-out and Relocation Coordination Checklist. Equipment Operations and maintenance Manuals: Management, checklist and coordination to ensure all closeout documents are received from the Contractor and A/E;
9. Program schedule with updated milestones;
10. Cost Verification/Cost Estimating; and cost verification overview and review estimates and CO estimates;
11. Detailed cost estimates at the phases of design and construction required by Exhibit "C," which are Basic Services; and
12. Cost Review.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ ~~4.1.1~~4.1 ~~The~~Additional ~~services~~Services listed below are not included in Basic Services but may be required for the Program. The Program Manager shall provide the listed ~~Supplemental~~Additional Services only if specifically designated in the table below as the Program Manager's responsibility, and the Owner shall compensate the Program Manager as provided in Section ~~10.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Program Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Program.~~10.3.

~~(Designate the Supplemental Services required for the Program by indicating whether the Program Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)~~

(Designate the Additional Services the Program Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit. AIA Contract Document numbers are cited, where applicable, to provide a basis for the proposed scope of services, but may need to be revised to be applicable in the Program Management context.)

~~Supplemental Services~~	~~Responsibility (Program Manager, Owner, or not provided)~~
~~§ 4.1.1.1 Capital campaign support~~	
~~§ 4.1.1.2 Assistance with sustainability certifications~~	
~~§ 4.1.1.3 Diversity compliance and outreach~~	
~~§ 4.1.1.4 Design standards services~~	
~~§ 4.1.1.5 Existing facilities analysis~~	
~~§ 4.1.1.6 Site evaluation and project feasibility~~	
~~§ 4.1.1.7 Economic analysis~~	
~~§ 4.1.1.8 Project programming~~	
~~§ 4.1.1.9 Master planning~~	

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~~§ 4.1.1.10 Assistance with early material and equipment procurement~~	
~~§ 4.1.1.11 Assistance with FF&E procurement~~	
~~§ 4.1.1.12 Cost estimating~~	
~~§ 4.1.1.13 Life cycle analysis~~	
~~§ 4.1.1.14 Move management~~	
~~§ 4.1.1.15 Coordination of hazardous material testing or abatement~~	
~~§ 4.1.1.16 Other Supplemental Services:~~	

Services	Responsibility *(Program Manager, Owner or not provided)*	Location of Service Description *Section 4.2 below or in an exhibit attached to this document and identified below*
§ 4.1.1 Community communications not included in Section 3.7.1	Program Manager (Basic Services)	Exhibit "C"
§ 4.1.2 Capital campaign support	Not provided	
§ 4.1.3 Project Specific Construction Management (C132™–2009)	Not provided	
§ 4.1.4 Assistance with sustainability certifications	Not provided	
§ 4.1.5 Community outreach	Program Manager (Basic Services)	Exhibit "C"
§ 4.1.6 Design Management Services (B171™–2013)	Not provided	
§ 4.1.7 Existing facilities analysis	Owner	
§ 4.1.8 Site Selection Analysis (B203™–2007)	Not provided	
§ 4.1.9 Economic analysis	Not provided	
§ 4.1.10 Project Programming (B202™–2009)	Owner	
§ 4.1.11 Master planning	Owner	
§ 4.1.12 Early procurement of materials and equipment	Not provided	
§ 4.1.13 FF&E procurement coordination	Not provided	
§ 4.1.14 Detailed cost estimating	Program Manager (Basic Services)	Exhibit "C"
§ 4.1.15 Life cycle analysis	Not provided	
§ 4.1.16 Move management	Not provided	
§ 4.1.17 Coordination of hazardous material testing or abatement	Not provided	
§ 4.1.18 Other project specific services:		
§ 4.1.19 Other Program specific services:		

~~**§ 4.1.2 Description of Supplemental Services**~~

~~**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Program Manager's responsibility is provided below.~~

~~*(Describe the Program Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*~~

*The Term "Basic Service" will have the same meaning as in Article 3 and shall be provided by the Program Manager

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at no additional cost to the Owner. Land acquisitions are not included in the scope of this Agreement. Detailed cost estimating (Section 4.1.14) and community communications and outreach (Sections 4.1.1 and 4.1.5) are Basic Services under Exhibit "C." The services designated in the table above as Additional Services are compensated as provided in Section 10.3 and Exhibit "B" and shall be performed only upon the Owner's written authorization under Section 4.3.1.

§ ~~4.1.2.24~~.2 ~~A~~Insert a description of each ~~Supplemental~~Additional Service ~~identified~~designated in Section ~~4.1.14~~.1 as the ~~Owner's~~Program ~~responsibility~~Manager's ~~is~~responsibility, ~~provided~~if ~~below.~~not further described in an exhibit attached to this document.

~~*(Describe the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*~~

Basic and Additional Services are identified in Section 4.1.

~~**§ 4.2 Program Manager's Additional Services**~~

§ ~~4.2.1 The Program Manager may provide~~4.3 Additional Services may be provided after execution of this ~~Agreement~~Agreement, without invalidating this Agreement. Except for services required due to the fault of the Program Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Program Manager to compensation pursuant to Section ~~10.3.~~10.4.

~~§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Program Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Program Manager shall not proceed to provide the following Additional Services until the Program Manager receives the Owner's written authorization:~~

§ 4.3.1 Each time that Program Manager is requested to perform services which Program Manager deems to be Additional Services, and prior to performing such Additional Services, Program Manager shall complete and forward to Owner for acceptance by Owner, an Additional Services Requisition, the basis upon which Program Manager has determined that the requested services are Additional Services, and which shall set forth the maximum amount of fees and reimbursable expenses for which Program Manager is prepared to perform such Additional Services (as defined in this Agreement), together with a proposed schedule for the performances of such Additional Services. The Program Manager shall not proceed to provide the following services until the Program Manager receives the Owner's written authorization:

.1 ~~Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Program or projects in the Program including size, quality, complexity, the Owner's schedule or budget, or procurement or delivery methods;~~Deleted

.2 ~~Services necessitated by the enactment or revision of codes, laws, regulations, or a change in official interpretations of codes, laws, or regulations after the date of this Agreement;~~Deleted

.3 ~~Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;~~Deleted

~~.4 Services necessitated by an extensive number of claims;~~

.4 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except (a) where the Program Manager is a party thereto, (b) where the proceeding concerns the Program Manager's own services or work product, or (c) for the Program Manager's participation in the meet and confer and mediation processes under Article 7, claims evaluation under Section 3.7.7, and testimony and document production as a fact witness, all of which are Basic Services;

.5 ~~Preparation for, and attendance at, public presentations, meetings or hearings in excess of ( ) total hours;~~Deleted

.6 ~~Preparation for, and attendance at, a dispute resolution proceeding or a legal proceeding, except where the Program Manager is party thereto; or~~Deleted

~~.7 Consultation concerning replacement of work resulting from fire or other cause during construction.~~

~~§ 4.2.3 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Program Manager, an extension of the Program Manager's services beyond that time shall be compensated as Additional Services.~~

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide and update information ~~required~~regarding ~~by~~requirements ~~this~~for, ~~Agreement~~and limitations on, the Program in a timely manner, including the information in Article 1; other objectives, schedule constraints and criteria, and site requirements; and any other information either described in Article 5 or required for the Program Manager to perform its ~~services, in a timely manner.~~services.

§ 5.2 The Owner shall collaborate with the Program Manager to establish and periodically update the Program ~~Budget.~~Budget including (1) the Program Manager's costs, (2) design and construction costs, (3) the Owner's other costs, and (4) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Program Budget, the Owner shall promptly notify the Program ~~Manager. The Owner~~Manager, and ~~Program Manager,~~ in consultation with Program Manager and the Owner's other consultants and contractors, ~~shall thereafter~~ agree to corresponding changes in project ~~scopes~~scopes, ~~and~~features or quality.

§ 5.3 The Owner shall retain all contractors and consultants necessary to carry out the Program except for those consultants retained by the Program Manager as listed in Section 1.3.2. The Owner shall provide the Program Manager with a copy of all executed agreements between the Owner and its consultants and contractors, and any modifications to those agreements. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided, and require that its contractors maintain commercial general liability insurance and other liability insurance as appropriate to the services or work provided.

§ ~~5.3~~5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Program. The Owner shall ~~review documents and reports the Program Manager submits for review, and~~ render ~~required decisions,~~decisions in a timely ~~manner.~~manner in order to avoid unreasonable delay in the orderly and sequential progress of the Program Manager's services.

~~**§ 5.4** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.~~

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the sites included within the Program, and written legal descriptions of those sites. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to an appropriate benchmark at each project location.

~~**§ 5.5** If a sustainable project exhibit(s) and sustainability plan(s) are incorporated into this Agreement, the Owner shall fulfill its responsibilities as required in those documents.~~

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

~~**§ 5.6** The Owner shall coordinate the services of its own consultants with those services provided by the Program Manager. The Owner shall provide the Program Manager with copies of all executed agreements between the Owner and its consultants and contractors, which may be redacted, at the Owner's discretion, as necessary to protect proprietary and confidential information and any modifications to those agreements. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.~~

§ 5.7 The Owner shall furnish tests, inspections, and reports required by law or the Program, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, ~~surveying, geotechnical engineering,~~ insurance, financing, and accounting services, including auditing services, that may be reasonably necessary at any time for the ~~Program.~~Program to meet the Owner's needs and interests.

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§ 5.9 The Owner shall ~~provide~~provide, and shall require that its consultants and contractors provide, prompt written notice to the Program Manager if they become aware of any fault or defect in the Program, including errors, omissions, or inconsistencies in any documents produced by or services provided by the Program ~~Manager or the Owner's consultants and contractors.~~Manager.

§ ~~5.10~~5.11 ~~The~~Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Program Manager's consultants through the Program Manager about matters arising out of or relating to the Program. The Owner shall communicate with its ~~consultants~~own forces, consultants, and ~~contractors~~contractors, and coordinate its own internal information and communications that are necessary for the Program. The Owner shall notify the Program Manager of any such communication that affects the Program. The Owner shall promptly notify the Program Manager of any ~~information or~~direct communications that may affect the Program Manager's services.

§ ~~5.11~~5.12 The Owner shall provide the Program Manager access to the project sites and other facilities under the Owner's control and associated with the ~~Program~~Program. ~~and~~The Owner shall obligate its contractors to provide the Program Manager access to the project sites wherever work is in preparation or progress.

§ 5.13 For each project in the Program, the Owner shall purchase and maintain or require its contractors to purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire project at the site on a replacement cost basis without optional deductibles.

§ 5.15 The Owner will, to the extent available, provide office space, electrical, heat, air conditioning, adequate telecommunication service (Wi-Fi and hardwired connections at adequate speeds), and parking spaces for the Program Manager's on-site Program Management Team to perform under this Agreement. The Program Manager shall furnish, at its own expense, all telephones, computers, servers, copiers, printers, projectors, office furniture and other equipment and supplies its personnel require.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 ~~The~~Intentionally ~~Program Manager assigns to the Owner its rights, including copyright, in its Instruments of Service. The Program Manager shall obtain a similar assignment to the Owner from the Program Manager's consultants consistent with this Agreement. For purposes of this Agreement, Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Program Manager, the Owner, and their consultants and contractors under their respective services agreements. Instruments of Service may include, without limitation studies, surveys, models, sketches, drawings, specifications, and other similar materials.~~omitted.

§ 6.2 The ~~Owner~~Program Manager and ~~Program Manager~~Owner warrant that in transmitting any information, including Instruments of Service, ~~or other information,~~ the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in the Program.

§ 6.3 The Owner shall have exclusive ownership of all data in the Program Management Information System and the Program Management Plan developed or contributed by the Program Manager or the Program Manager's ~~consultants.~~consultants and contractors. Ownership of the data in the Program Management Information System and the Program Management Plan does not include ownership of any proprietary software developed and owned by the Program Manager and used in connection with the collection, manipulation, or publication of the data in the Program Management Information System and the Program Management Plan. ~~Unless~~Upon ~~the~~expiration ~~Owner pays the licensing fee described in Section 10.7, the Owner's right to use any such proprietary software shall terminate upon~~or termination of this ~~Agreement.~~Agreement for any reason, and at any other time upon the Owner's request, the Program Manager shall, at no additional cost to the Owner, deliver to the Owner a complete copy of all data in the Program Management Information System and the Program Management Plan in a non-proprietary, machine-readable format (such as PDF, Microsoft Office and CSV files) that does not require the Program Manager's proprietary software to access or use. The Program Manager shall take all steps reasonably necessary to allow the Owner to exercise the Owner's rights to own and utilize the data in the Program Management Information System and the ~~Project~~Program Management Plan after termination of the Owner's rights to use any proprietary software. The Program Manager shall

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include provisions consistent with the provisions in this Section 6.3 in the Program Manager's agreements with the Program Manager's consultants. ~~If the Program Manager rightfully terminates this Agreement for cause, the Program Manager's obligations under, and the Owner's rights to further use of proprietary software granted in, this Section 6.3 shall terminate.~~ Ownership of data obtained from or compiled, ~~developed,~~developed or contributed by the Owner's consultants or contractors will be controlled by the terms of the Owner's agreements with those consultants or contractors.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Program Manager shall commence all claims and causes of action whether in contract, tort, or otherwise, against the other and arising out of or related to this ~~Agreement, whether in contract, tort, or otherwise,~~Agreement in accordance with the requirements of the method of binding dispute resolution ~~method~~ selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of substantial completion of the work on the project out of which the claim arises. The Owner and Program Manager waive all claims and causes of action not commenced in accordance with this ~~Section.~~Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Program Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Program Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Program Manager shall defend, indemnify and hold harmless the Owner and the Owner's ~~officers~~Board of Trustees, officers, employees and ~~employees harmless~~agents from and against claims, damages, losses, judgments and ~~judgments~~expenses arising from claims by third parties, including reasonable attorneys' fees and ~~expenses~~costs ~~recoverable~~of ~~under applicable law,~~defense, but only to the extent they are caused by the negligent acts or ~~omissions~~omissions, willful misconduct, or breach of this Agreement of the Program Manager, its employees, its consultants, and ~~its~~anyone ~~consultants~~for whose acts they may be liable, in the performance of services under this Agreement. The Program Manager's ~~obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include the duty to defend. The Program Manager's duty to indemnify the Owner~~obligations under this Section 7.1.3 ~~shall~~are ~~be~~not limited ~~to~~by the ~~available~~amount ~~proceeds~~or availability of ~~insurance coverage required by this Agreement.~~insurance.

§ 7.1.4 The ~~Owner and~~ Program Manager ~~waive~~waives consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to ~~either~~the ~~party's~~Owner's termination of this Agreement, except as specifically provided in Section ~~8.6.~~ 8.7. This waiver does not limit the Program Manager's obligations under Section 7.1.3 or the Owner's remedies for the Program Manager's breach of this Agreement.

§ 7.2 Meet and Confer

§ 7.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a meet and confer session as a condition precedent to mediation.

§ 7.2.2 The Owner and the Program Manager shall endeavor to resolve claims, disputes, and other matters in question during the meet and confer session. The meet and confer session shall be attended by the Owner and Program Manager or their authorized representatives who shall have the authority to bind the parties, subject, in the case of the Owner, to any approval of the Owner's Board of Trustees required by law or Board policy. The meet and confer session shall take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meet and confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy.

§ 7.2.3 If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation in accordance with Section 7.3.

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§ ~~7.2~~7.3 Mediation

§ ~~7.2.1~~7.3.1 Any claim, ~~dispute,~~dispute or other matter in question arising out of or related to this Agreement not resolved by the meet and confer session shall be subject to mediation as a condition precedent to binding dispute resolution. ~~If such matter relates to or is the subject of a lien arising out of the Program Manager's services, the Program Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

§ ~~7.2.2~~7.3.2 ~~The Owner and the Program Manager shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless~~Unless the parties mutually agree otherwise, the mediation shall be conducted in Hidalgo County, Texas by a mediator mutually selected by the parties or, if the parties cannot agree on a mediator within fifteen (15) days after a request for mediation, administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of ~~this~~the Agreement. A request for mediation shall be made in writing, delivered to the other party to ~~this~~the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ ~~7.2.3~~7.3.3 The ~~parties~~Parties shall share the mediator's fee and any filing fees equally. ~~Unless another location is mutually agreed upon, the mediation shall be held in the jurisdiction where each project is located.~~ Agreements reached ~~in~~at mediation shall be enforceable as settlement agreements in any court having jurisdiction ~~thereof.~~thereof, subject to approval by the Owner's Board of Trustees where required by law or Board policy.

§ ~~7.2.4~~7.3.4 If the parties do not resolve a dispute through mediation pursuant to this Section ~~7.2,~~ 7.3, the method of binding dispute resolution shall be the following:

~~*(Check the appropriate box.)*~~

(Check the appropriate box. If the Owner and Program Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

~~[ ] Arbitration pursuant to Section 7.3 of this Agreement~~

[~~X~~] Litigation in a court of competent jurisdiction in Hidalgo County, Texas.

~~[ ] Other: *(Specify)*~~

§ 7.4 Intentionally omitted.

~~If the Owner and Program Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

~~**§ 7.3 Arbitration**~~

~~**§ 7.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute, or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 7.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim,~~

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~~dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.~~

~~**§ 7.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 7.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 7.3.4 Consolidation or Joinder**~~

~~**§ 7.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 7.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute, or other matter in question not described in the written consent.~~

~~**§ 7.3.4.3** The Owner and Program Manager grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Program Manager under this Agreement.~~

~~**§ 7.3.4.4** The provisions of this Article 7 shall survive the termination of this Agreement.~~

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 ~~If~~Intentionally ~~the Owner fails to make payments to the Program Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Program Manager's option, cause for suspension of performance of services under this Agreement. If the Program Manager elects to suspend services, the Program Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Program Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Program Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Program Manager's services. The Program Manager's fees for the remaining services and the time schedules shall be equitably adjusted.~~omitted.

§ 8.2 If the Owner fails to make undisputed payments when due under Section 10.8.2 to the Program Manager, the Program Manager may, upon thirty days' written notice to the Owner, suspend performance of services under this Agreement. In the event of a suspension of services pursuant to this subparagraph, the Program Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. If the Owner suspends the ~~Program,~~Program for a reason other than the fault of the Program Manager, the Program Manager shall be compensated for undisputed and conforming services performed prior to notice of such suspension. ~~When~~The ~~the~~time ~~Program is resumed, the Program Manager~~schedules shall be ~~compensated~~equitably ~~for expenses incurred in the interruption and resumption of the Program Manager's services.~~adjusted. The Program Manager's fees for the remaining services ~~and the time schedules~~ shall be ~~equitably~~adjusted ~~adjusted.~~only if the suspension exceeds ninety (90) consecutive days, only to the extent of the Program Manager's demonstrated increase in the direct cost of performing the remaining services, and only by written amendment in accordance with Section 10.2.

§ 8.3 If the Owner suspends the Program for more than ~~90~~ninety ~~cumulative~~(90) consecutive days for reasons other than the fault of the Program Manager, the Program Manager may terminate this Agreement by giving not less than seven days' written notice. The Program Manager shall not be entitled to any Reimbursable Expenses upon such termination,

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but shall be entitled to compensation for undisputed work actually performed up until the date of notice. Notwithstanding anything contained herein to the contrary, Owner may suspend this Program by reason of the filing of an election contest relating to the bond referendum until final conclusion of said election contest litigation, or by reason of the timing of the sale or delivery of the bonds authorized at the bond election, and Program Manager shall not have the right to terminate this Agreement by reason of such suspension.

§ 8.4 ~~Either~~The ~~party~~Owner may terminate this Agreement immediately upon written notice if (1) any conduct of the Program Manager jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or regular functions of the Owner; (2) the Program Manager fails to provide evidence of the insurance required by this Agreement; or (3) the Program Manager fails to immediately bar any individual from performing Services who does not meet the qualifications required by this Agreement or who commits a material breach of this Agreement. The Owner may terminate this Agreement for any other material breach by the Program Manager upon not less than thirty (30) days' written notice. The Program Manager may terminate this Agreement upon not less than ~~seven~~thirty (30) days' written notice ~~should~~if the ~~other~~Owner ~~party fail~~fails substantially to perform in accordance with the terms of this Agreement through no fault of the ~~party~~Program ~~initiating~~Manager and does not cure the ~~termination.~~failure within that period.

§ 8.5 The Owner may terminate this Agreement upon not less than ~~seven~~thirty (30) days' written notice to the Program Manager for the Owner's convenience and without cause.

§ 8.6 ~~If~~In the ~~Owner~~event ~~terminates~~of ~~this~~termination ~~Agreement~~not ~~for~~the ~~its~~fault ~~convenience,~~of ~~or~~the Program Manager, the Program Manager ~~terminates this Agreement pursuant to Section 8.3, Owner~~ shall ~~compensate~~be ~~the Program Manager~~compensated for undisputed services actually performed prior to termination, together with Reimbursable Expenses ~~incurred,~~then ~~and~~due, ~~all~~however, ~~costs~~Program ~~attributable~~Manager must satisfy the other conditions precedent to ~~termination,~~payment described in this Agreement. In no event shall Program Manager be entitled to any other cancellation costs, including ~~the~~but ~~costs~~not ~~attributable~~limited to ~~the~~special ~~Program~~overhead, ~~Manager's~~anticipated ~~termination~~profits, ~~of~~for ~~consultant~~to ~~and~~any ~~contractor~~direct, ~~agreements.~~indirect, incidental or consequential damages.

~~**§ 8.7** In the event of termination of this Agreement, the Owner's rights to use information and materials provided by the Program Manager are set forth in Article 6.~~

§ 8.7 If a court finds that Owner's termination of Program Manager was improper or wrongful, such termination shall be converted to a termination for convenience and Program Manager's damages and rights of recovery shall be governed thereby.

§ 8.8 In the event of termination of this Agreement, the Owner's rights to use information and materials provided by the Program Manager are set forth in Article 6. Moreover, all drawings, plans, specifications, renderings and models, etc., prepared by the A/E are the property of Owner, subject to the terms and conditions of the agreement between the Owner and the A/E. They are not to be used by any person or entity other than the Owner unless expressly authorized by the Owner. The Owner shall have the right to use the ideas and designs therein contained for the completion of the services described by this Agreement, and for the completion of the Program and all Projects or otherwise.

§ 8.9 Termination of this Agreement shall not relieve Program Manager or Owner of liability for violations of this Agreement, any act or omission, or negligence of Program Manager or Owner, and the provisions of indemnity, warranty, liability, waivers, or assurances made in this Agreement, along with any other provisions related to liabilities and obligations of Program Manager or Owner that by their terms would extend past the termination date.

§ 8.10 In addition to the other requirements of this Agreement, as of the date of suspension or termination of this Agreement, Program Manager shall furnish to Owner all statements, accounts, reports and other materials as are required hereunder or as have been prepared by Program Manager in connection with Program Manager's responsibilities hereunder.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the jurisdiction identified below. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.~~

(Identify the jurisdiction whose laws will govern this Agreement.)

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———This Agreement and any and all claims, disputes, and matters of controversy concerning this Agreement shall be governed, construed and interpreted by the law of the State of Texas, without regard for any of its conflict of law provisions. In the event litigation is filed, the parties agree that the exclusive and mandatory venue for any such litigation shall be in a court of competent jurisdiction located in Hidalgo County, Texas. As a material consideration of the making of this Agreement, this agreement and the modifications to this Agreement shall not be construed against said maker of said Agreement and modifications. No provision of this Agreement shall waive any immunity or defense by the Owner.

§ 9.2 The Owner and Program Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Program Manager shall assign this Agreement without the written consent of the ~~other,~~other. ~~except~~Any ~~that~~assignment ~~the~~or ~~Owner~~subcontracting ~~may assign this Agreement to a lender providing financing for the Program if the lender agrees to assume the Owner's rights and obligations under this Agreement, including payments due to~~by the Program Manager ~~by~~is ~~the~~further ~~Owner prior~~subject to ~~the~~Section ~~assignment.~~11.8.

§ 9.3 If the Owner requests the Program Manager to execute certificates, the proposed language of such certificates shall be submitted to the Program Manager for review at least 14 days prior to the requested dates of execution. ~~If the Owner requests the Program Manager to execute consents reasonably required to facilitate assignment to a lender, the Program Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Program Manager for review at least 14 days prior to execution.~~ The Program Manager shall not be required to execute certificates ~~or consents~~ that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Program Manager.

§ 9.5 Unless otherwise required in this Agreement, the Program Manager shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project sites. The Program Manager shall review the Owner's Asbestos Management Plan for each Facility before performing Services at that Facility.

~~**§ 9.6** The Program Manager shall have the right to include photographic or artistic representations of the design of the projects in the Program among the Program Manager's promotional and professional materials. The Program Manager shall provide professional credit for the architects and contractors in the Project Manager's promotional materials for the Program. The Program manager shall be given reasonable access to the projects in the Program to make such representations. However, the Program Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Program Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Program Manager in the Owner's promotional materials for the Program. This Section 9.6 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause.~~

§ 9.6 The Program Manager shall not use contract award information, sales values or volumes, photographs of the Projects, or the Owner's name as a customer in sales brochures or other promotions, including press releases, without the Owner's prior written consent. Photographs the Program Manager takes to document construction progress under Exhibit "C" are the property of the Owner and shall not depict any student.

§ 9.7 ~~If~~Subject to Section 9.7.1, if the Program Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.7.1. ~~This Section 9.7 shall survive the termination of this Agreement.~~

§ 9.7.1 ~~The~~Subject to Chapter 552, Texas Government Code (the Texas Public Information Act), if the Program Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party may disclose ~~"confidential" or "business proprietary"~~such information ~~after seven (7) days' notice to the other party, when~~as required by ~~law, arbitrator's order,~~law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental ~~entity,~~entity. ~~or~~The ~~to~~Party ~~the~~

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~~extent~~receiving such information ~~is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party~~ may also disclose ~~such information~~it to its employees, ~~consultants,~~consultants or contractors in order to perform services or work solely and exclusively for the Program, provided those employees, ~~consultants,~~consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 9.7.

§ 9.8 ~~The~~Intentionally ~~invalidity~~omitted. ~~of~~Notices ~~any~~are ~~provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted~~governed by ~~law,~~Section ~~to give effect to the parties' intentions and purposes in executing the Agreement.~~11.9.

§ 9.9 ~~Where~~Intentionally ~~one party is required to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.~~omitted.

~~**§ 9.10** Unless otherwise agreed upon in writing, the Owner and the Program Manager agree not to directly solicit for employment the employees of the other party who are involved with the Program prior to one year after completion of the Program. However, this Agreement does not restrict employees of either party from responding to publicly advertised positions.~~

ARTICLE 10 COMPENSATION

§ 10.1 For the Program Manager's Basic Services described under Article 3, the Owner shall compensate the Program Manager as follows:

(Insert amount of, or basis for, compensation, including stipulated sums, hourly or monthly billing rates, direct salary expense plus multiple, or monthly fee.)

———In full consideration of Program Manager's Services rendered during the term of this Agreement and of Owner's rights hereunder, Owner will pay Program Manager as described in Exhibit "B" (Compensation and Payment Schedule).

The Basic Services compensation fee shall be invoiced no more than monthly, in arrears for Services performed, as described in the Payment Schedule included in Exhibit "B".

The total compensation for Basic Services shall not exceed the amount stated in Exhibit "B," as modified only by written amendment approved by the Owner's Board of Trustees.

§ 10.2 The fee, as stated in Exhibit "B," is a fixed fee for the Basic Services for the Projects listed in Exhibit "A" and does not increase by reason of any increase in the Program Budget or in the actual cost of the work of the Projects. If the Owner deletes a Project from Exhibit "A," materially reduces the scope of a Project, or does not proceed with a Project, the fee shall be equitably reduced. The compensation may be adjusted by written amendment approved by the Owner's Board of Trustees if additional Projects are added to Exhibit "A" or if Additional Services described in Article 4 are authorized in writing by the Owner.

Hourly billing rates for Additional Services are set forth in Exhibit "B."

§ ~~10.2~~10.3 For ~~the Program Manager's Supplemental~~Additional Services designated in Section ~~4.1.1,~~ 4.1, the Owner shall compensate the Program Manager as follows:

(Insert amount of, or basis for, ~~compensation.~~compensation, If necessary, list specific services to which particular methods of compensation ~~apply.)~~apply..)

———At the hourly billing rates set forth in Exhibit "B," or on a lump sum basis agreed in writing under Section 4.3.1, in either case not to exceed the amount authorized in writing by the Owner.

§ ~~10.3~~10.4 For Additional Services that may arise during the course of the Program, including those under Section ~~4.2,~~ 4.3, the Owner shall compensate the Program Manager as follows:

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(Insert amount of, or basis for, compensation.)

At the hourly billing rates set forth in Exhibit "B," or on a lump sum basis agreed in writing under Section 4.3.1, in either case not to exceed the amount authorized in writing by the Owner.

§ 10.410.5 Compensation for Supplemental and Additional Services of the Program Manager's consultants when not included in Sections 10.2 10.3 and 10.310.4 shall be the amount invoiced to the Program Manager plus zero percent (0 %), or as follows:otherwise stated below:

(Insert amount of, or basis for computing, Program Manager's compensation for consultants' Supplemental or Additional Services.)

No markup. Services of the Program Manager's consultants performed as Additional Services are compensated at the hourly rates for Specialty Consultants in Exhibit "B," not to exceed the amount authorized in writing by the Owner.

§ 10.5 The hourly billing rates for services of the Program Manager and the Program Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Program Manager's and Program Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate

§ 10.6 Compensation for Reimbursable Expenses

§ 10.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include only the following expenses incurred by the Program Manager and the Program Manager's consultants directly related to the Program, asto follows:the extent approved in advance in writing by the Owner:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Long distance services, dedicated data and communication services, teleconferences;

.3.1 PermittingFees andpaid otherfor feessecuring requiredapproval byof authorities having jurisdiction over the projects in the Program;projects;

.2 Fees paid for testing, surveys or other data obtained at the request of the Owner;

.4.3 Printing, reproductions, plots, and standard form documents;documents requested by the Owner, other than those required for the Program Manager's own use;

.5 Postage, handling, and delivery or other delivery services;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7.4 Professional photography and presentation materials requested by the Owner;Owner.

.8 If required by the Owner, and with the Owner's prior written approval, the Program Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Program, or the expense of additional insurance coverage or limits in excess of that normally carried by the Program Manager's consultants;

.9 All taxes levied on professional services and on reimbursable expenses;

.10 Site office expenses;

.11 Customization of the Program Management Information System; and

.12 Other similar Program-related expenditures.

§ 10.6.2 For Reimbursable Expenses the compensation shall be the actual expenses incurred by the Program Manager and the Program Manager's consultants plusat cost, percentwithout (markup. Each %)Reimbursable ofExpense submitted shall only be considered by the expensesOwner incurred.if accompanied by a receipt.

§ 10.6.3 Program Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the

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types and limits the Program Manager normally maintains, the Owner shall pay the Program Manager for additional costs incurred by the Program Manager for the additional coverages as set forth below:
(Insert the cost for the additional coverages the Program Manager is required to obtain to satisfy the requirements in Section 2.8, and for which the Owner shall reimburse the Program Manager.)

§ 10.7 Compensation for Use of Program Manager's Proprietary Software Intentionally omitted.
If the Owner terminates the Program Manager for its convenience, or the Program Manager terminates this Agreement under Section 8.3, or upon completion of the Program Manager's services under this Agreement, the Owner shall pay a licensing fee, as compensation for the Owner's continued use of the Program Manager's proprietary software developed and owned by the Program Manager in accordance with Section 6.3, as follows:

§ 10.8 Payments to the Program Manager
§ 10.8.1 An Intentionally initial payment of ($) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. omitted.

§ 10.8.2 Unless otherwise agreed, payments for services shall be made monthly in proportion arrears to for services Services performed. performed, as per the billing schedule in Exhibit "B." Each invoice shall reference the Owner's purchase order number and describe the Services performed during the billing period. Payments are due due, and payable become upon overdue, presentation as of provided the by Program Chapter Manager's 2251, invoice. Texas Amounts Government unpaid Code (the (Texas Prompt)Payment days Act). after Overdue the invoice date shall amounts bear interest only at the rate entered below, or and in the absence manner thereof provided at by the Chapter legal 2251, rate Texas prevailing Government from Code. time The to Owner time may at withhold the principal place payment of business disputed of amounts the as Program provided Manager. by Section 2251.042, Texas Government Code.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 10.8.3 The Owner shall not withhold amounts from the Program Manager's compensation to impose a penalty or liquidated damages on the Program Manager, or to offset sums requested by or paid to contractors or other consultants for the cost of changes to projects in the Program, unless the Program Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 10.8.4 Records of Reimbursable Expenses, expenses pertaining to Supplemental Services, Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 10.8.5 All Program files pertaining to the Projects, with the exception of Program Manager's business, financial, and personnel records unrelated to the Program, are to be open and available to Owner for review at any time during normal working hours with a reasonable amount of notice. The Program Manager shall maintain complete and accurate records supporting all invoices, Reimbursable Expenses and Additional Services for not less than four (4) years after final payment under this Agreement, and the Owner and its auditors may inspect, copy and audit those records during that period.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

11.1 The Program Manager shall at all times enforce strict discipline and good order among its employees and other persons carrying out the Services and shall not employ any unfit persons or persons not skilled in the task assigned to them while located at or on the District's Facilities. The District may demand the dismissal of any person or persons employed by the Program Manager in, about or on the Facilities, who engages in misconduct himself or be incompetent

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or negligent in the proper performance of his or their duties, or neglects or refuses to comply with the directions of the District and such persons or persons shall not be employed again thereon without the written consent of the District.

(a) The Program Manager, its employees, and any subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, tobacco products, illegal drugs or controlled substances while on the Facilities, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the Facilities.

(b) The Program Manager's personnel shall possess driving records reflecting reasonable care and judgment. If the Program Manager's personnel do not possess the applicable driving records then such personnel may not drive on or at the District's Facilities. The benchmark for failure to meet this standard shall be:

1. Any upheld suspension or revocation of license within the past three years; or

2. Any conviction for driving under the influence of intoxicants (DWI), without a time limit.

The Program Manager shall provide results of motor vehicle record checks.

(c) The Program Manager's personnel assigned to perform Services shall be demonstrably free from addiction to, or use of, illicit drugs, as determined by a ten-panel urinalysis drug screening. Testing shall be accomplished at clinically supervised independent collection sites, certified by the Substance Abuse and Mental Health Services Administration (formerly National Institute of Drug Abuse).

(d) The Program Manager's personnel assigned to perform Services should present a professional appearance that reflects good personal grooming habits.

(e) Personnel assigned to perform Services shall possess satisfactory public relations skills, sufficient to permit them to interact positively with District employees, visitors, and the general public. The use of profanity at or on Facilities will not be tolerated.

(f) All persons present at any of the Facilities are required to possess and display on their person an identification badge. The Program Manager is required to provide, at its own expense, an identification badge for all employees working at any of the Facilities, i.e. Program Manager's and subcontractor's personnel, and ensure they are prominently displayed at all times while present at any Facility. A color photo identification badge, furnished by the Program Manager, must include a recent facial color photograph, the individual's full name and the name of the employer. The photo identification badge must not be smaller than a Texas issued driver's license. A duplicate copy of each color photo ID shall be submitted to the District for its records.

(g) All persons present at any of the Facilities shall be required to sign in and out on the sign-in sheet designated by the Facility.

11.2 This Agreement and all conditions and provisions hereof are for the sole and exclusive benefit of the parties hereto and their respective successors and assigns and are not intended for the benefit of any other person. In particular, nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement and shall be construed to give any testing company, vendor or his or her respective heirs, assigns or beneficiaries any legal or equitable right, remedy or claim under or in respect to this Agreement or any provision contained herein. Any entities or individuals mentioned herein, or in any of the attachments hereto, are listed for convenience and understanding of this Agreement and said entities or individuals shall not be considered third party beneficiaries under this Agreement.

11.3 It is understood and agreed that the relationship of the Program Manager to District shall be that of independent contractor. Unless expressly identified in this Agreement (including Sections 3.1.1 and 3.8.4.1), nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: (a) make the Program Manager the agent, servant or employee of the District; or (b) create any partnership, joint venture or other association between District and the Program Manager.

11.4 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

11.5 Pursuant to Texas Education Code Section 44.034, the Program Manager must give advance written notice to the District if the Program Manager or an owner or operator of the Program Manager has been convicted of a felony. The District may terminate this Agreement if the District determines that the Program Manager failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a

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publicly-held corporation.

11.6 Criminal History Background

a) Pursuant to Texas Education Code Section 22.0834 and Chapter 22A, the Program Manager shall obtain all criminal history information regarding its "covered employees", as defined below. If the Program Manager is required by Section 22.0834 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then the Program Manager will also subscribe to that person's criminal history record information. Before beginning any Services, the Program Manager will provide written certification to the District that the Program Manager has complied with the statutory requirements as of that date, together with a list of the names of all of its employees and any subcontractor's employees who will perform Services, and will provide written notice of any new such employees immediately after employment. Upon request by District, the Program Manager will provide, in writing, updated certifications and the names and any other requested information regarding covered employees, so that the District may obtain criminal history information on the covered employees. The Program Manager shall assume all expenses associated with obtaining criminal history record information. The Program Manager shall immediately remove from District property, and from any location where students are present, any employee or agent who has been convicted of a felony or a misdemeanor involving moral turpitude.

(b) The Program Manager will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to perform any of the Services. If the Program Manager receives information that a covered employee has a reported disqualifying criminal history, then the Program Manager will immediately remove the covered employee from performing any of the Services and notify the District in writing within three business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then the Program Manager agrees to discontinue using that covered employee to provide Services. If the Program Manager has taken precautions or imposed conditions to ensure that the employees of the Program Manager and any Sub-Consultant will not become covered employees, the Program Manager will ensure that these precautions or conditions continue throughout the time the Services are provided.

(c) For the purposes of this Section, "covered employees" means employees, agents or subcontractors of the Program Manager or any of the Program Manager's consultants who has or will have continuing duties related to the Services to be performed on the Facilities and has or will have direct contact with District's students. The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history" means any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: a felony offense under Texas Penal Code Title 5 Offenses Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

(d) The Program Manager shall comply, and shall cause its consultants and subcontractors to comply, with Chapter 22A, Texas Education Code. Before any covered employee provides Services, the Program Manager shall cause that person to submit, on the form adopted by the Texas Education Agency, the consent for release of employment records and the pre-service affidavit required by Section 22A.055, Texas Education Code. The Program Manager acknowledges that the District is required by Section 22A.151, Texas Education Code, to refuse to accept services from any person listed on the Do Not Hire Registry, and the Program Manager shall not assign, and shall immediately remove from the Services, any person listed on that registry.

11.7 The failure of District or the Program Manager to notify the other of any Default or under this Agreement shall not be deemed a waiver by such party of any rights granted hereunder or otherwise.

11.8 The obligations of District and the Program Manager contained herein shall bind or inure to the benefit District and the Program Manager and their respective successors, assigns and legal representatives. The Program Manager shall not assign this Agreement in whole or in part or subcontract its services as a whole or in material part without the prior written consent of the Board of Trustees of the District, nor shall the Program Manager assign any moneys due or to become due to it hereunder, without the prior written consent of District, which consent shall be granted or denied by District in its sole and absolute discretion (except that such approval shall not be unreasonably withheld with respect to a proposed assignment only of moneys due or to become due to the Program Manager under this Agreement). The

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consultants listed in Section 1.3.2 are approved. The Program Manager shall perform the Services as a single firm and not as a joint venture.

11.9 All notices, demands, requests or other communications provided for or permitted to be given pursuant to this Agreement must be in writing and shall be effective (i) when personally delivered or sent by Email (with hard copy to follow) to the recipient at the recipient's address set forth below; or (ii) one (1) business day after deposit with a nationally recognized overnight courier or delivery service, addressed to the recipient as set forth below, or (iii) upon receipt or refusal to accept receipt when deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested. By giving to the other party at least thirty (30) days prior written notice hereof, each party shall have the right from time to time, and at any time, during the term of this Agreement, to change its respective address.

If to the Owner: McAllen Independent School District, Attn: Superintendent, 2000 N. 23rd Street, McAllen, Texas 78501, Email: [insert], with a copy to the Owner's Legal Counsel at the same address.
If to the Program Manager: Brownstone Consultants, LLC, Attn: Carlos Del Angel, Project Executive, 2205 N. Jackson Road, McAllen, Texas 78501, Email: carlos@bstone.biz.

11.10 In case any one or more provisions set forth in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated herein.

11.11 Intentionally omitted.

11.12 This Agreement is not intended, and shall not be deemed or construed, to confer any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto except as may be expressly provided herein to the contrary.

11.13 This Agreement may be executed in any number of original copies, each of which shall be an original for all purposes. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document.

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

11.15 All rights, obligations, representations, warranties, covenants and agreements of District or the Program Manager under this Agreement that by their nature are intended to survive, including without limitation Sections 3.3.2, 6.3, 7.1.3, 8.6 through 8.10, 9.7, 10.8.5, 11.6, 11.17, 11.19 and 11.20, shall survive the termination or expiration of this Agreement and continue in full force and effect.

11.16 Any delays in or failure of performance by the Program Manager or District, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of District or the Program Manager, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen (other than those of the Program Manager's own employees or consultants), whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of District or the Program Manager respectively. In the event that any event of force majeure as herein defined occurs, the Program Manager or District shall be entitled to a reasonable extension of time for performance of its services under this Agreement. An event of force majeure does not entitle the Program Manager to additional compensation.

11.17 The Program Manager acknowledges that District is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and the laws of the State of Texas. By entering into this Agreement, District does not waive any of its immunities from suit and/or liability except as specifically authorized by law.

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11.18 Statutory Verifications and Certifications. To the extent Chapters 2271, 2274 and 2276, Texas Government Code, apply to this Agreement, the Program Manager verifies that it: (a) does not boycott Israel and will not boycott Israel during the term of this Agreement; (b) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; and (c) does not boycott energy companies and will not boycott energy companies during the term of this Agreement. The Program Manager represents that it is not identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, Texas Government Code. The Program Manager shall complete and file a Certificate of Interested Parties (Texas Ethics Commission Form 1295) in accordance with Section 2252.908, Texas Government Code, and a Conflict of Interest Questionnaire (Form CIQ) to the extent required by Chapter 176, Texas Local Government Code, before this Agreement is presented to the Owner's Board of Trustees for approval.

11.19 Contracting Information. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. In accordance with Section 552.372(a), Texas Government Code, the Program Manager shall (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the Owner for the duration of this Agreement; (2) promptly provide to the Owner any contracting information related to this Agreement that is in the custody or possession of the Program Manager on request of the Owner; and (3) on completion of this Agreement, either (A) provide at no cost to the Owner all contracting information related to this Agreement that is in the custody or possession of the Program Manager, or (B) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the Owner.

11.20 Non-Appropriation of Funds. The District intends to pay the Program Manager all amounts due under this Agreement for the full term if funds are legally available. The Program Manager's compensation is payable from the proceeds of the bonds authorized at the 2026 bond election and other funds lawfully available to the District for the Program. In the event no funds or insufficient funds are appropriated and budgeted for the Services, and funds are otherwise unavailable by any means whatsoever, in any fiscal period in which payments for the Services are due, the District shall, not less than sixty (60) days before the end of that fiscal period, notify the Program Manager in writing of that occurrence, and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated, without penalty, liability or expense to the District of any kind, except as to (i) payments for Services performed for which funds have been appropriated and budgeted or are otherwise available, and (ii) the District's other obligations under this Agreement accruing or arising before that termination.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Program Manager and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Program ~~Manager.~~Manager and, on behalf of the Owner, approved by the Owner's Board of Trustees or its designee to the extent required by law or Board policy.

§ 12.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document C171™–2024, Standard Form Agreement Between Owner and Program Manager

.2 ~~Building~~Intentionally ~~Information Modeling Exhibit, if completed:~~omitted.
~~*(Insert the name and date of the exhibit incorporated into this Agreement.)*~~

.3 Exhibits:
(Clearly identify any exhibits incorporated into this Agreement.)

~~———~~Exhibit "A" – Projects and Program Budget

Exhibit "B" – Compensation and Payment Schedule, including hourly billing rates for Additional Services
Exhibit "C" – Scope of Work (Section 11 of the Owner's Request for Qualifications No. 2027-1014,

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Specifications and Scope of Work, Revised)

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

The Owner's Request for Qualifications No. 2027-1014 (Bond Project Management Services), including the Specifications and Scope of Work (Revised) and the General Terms and Conditions, and the Program Manager's Statement of Qualifications in response to it, are incorporated into this Agreement. In the event of a conflict, the order of precedence is: this Agreement; Exhibit "C"; the other Exhibits; the Specifications and Scope of Work; the General Terms and Conditions; and the Program Manager's response. Nothing in the General Terms and Conditions or the response grants the Program Manager a right to terminate this Agreement for convenience or otherwise enlarges the Program Manager's rights under this Agreement.

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**PROGRAM MANAGER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

DRAFT

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EXHIBIT "A"

PROJECTS AND PROGRAM BUDGET

to AIA Document C171™–2024, Standard Form of Agreement Between Owner and Program Manager

Owner: McAllen Independent School District Program Manager: Brownstone Consultants, LLC

McAllen Independent School District 2026 Bond Program (RFQ No. 2027-1014, Bond Project Management Services)

DRAFT – October 9, 2026

A.1 Program and Program Budget

The Program is the McAllen Independent School District 2026 Bond Program approved by the voters in 2026 (Section 1.2.4 of the Agreement). The Owner's budget for the Program is $335,000,000 (Section 1.2.5). The Projects in the Program, and the Owner's budget for each Project category, are listed in Section A.2. The Projects may be added to or deleted from this Exhibit only by written amendment under Sections 10.2 and 12.1 of the Agreement.

A.2 Projects and budgets by category

Project category	Owner's budget	Sites	Campuses / scope
CTE Expansion	$39,490,000	3	McAllen HS, Memorial HS, Rowe HS
Cafeteria Modernizations	$33,050,000	4	Milam ES, Alvarez ES, Seguin ES, Morris MS
Front Entry Security and Access	$13,470,000	5	McAllen HS, Memorial HS, Rowe HS, De Leon MS, Morris MS
Elementary Gym and Enclosures	$26,920,000	5	Perez ES, Castaneda ES, Sanchez ES, Hendricks ES, Houston ES
Fine Arts Multi-Purpose Buildings	$35,000,000	3	McAllen HS, Memorial HS, Rowe HS
Classroom Additions	$38,730,000	3	Gonzalez ES, Milam ES, Morris MS
Campus Refresh	$45,150,000	3	McAllen HS, Memorial HS, Rowe HS
District-wide Improvements – By Owner	$103,190,000	Many	HVAC upgrades (9 campuses), site paving (16 sites), roof improvements (16 sites), and LED lighting, safety and security, and HVAC controls district-wide. The Owner will deliver these projects with District staff. The Program Manager's services for this category are limited to program-level tracking of these projects in the Program schedule, budget and reports. Procurement support, pay application review, construction administration and field observation for these projects are not included in the Program Manager's services.
Subtotal, seven project categories	**$231,810,000**		
Total Program Budget	**$335,000,000**		

Category budgets are the Owner's published 2026 Bond figures. Campus-level budgets within each category will be established by the Owner and furnished to the Program Manager under Section 5.2 of the Agreement.

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A.3 Anticipated bond sale schedule (Section 1.2.4)

Tranche	Anticipated sale	Amount
Tranche 1	August 2026 (sold)	$100,000,000
Tranche 2	August 2027	$120,000,000
Tranche 3	August 2028	$60,000,000
Tranche 4	August 2029	$55,000,000
Total		**$335,000,000**

Project start dates depend on bond issuance and available funds (Sections 1.2.4 and 8.3 of the Agreement).

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EXHIBIT "B"

COMPENSATION AND PAYMENT SCHEDULE

to AIA Document C171™–2024, Standard Form of Agreement Between Owner and Program Manager

Owner: McAllen Independent School District Program Manager: Brownstone Consultants, LLC

McAllen Independent School District 2026 Bond Program (RFQ No. 2027-1014, Bond Project Management Services)

DRAFT – October 9, 2026

B.1 Fixed fee for Basic Services (Sections 10.1 and 10.2)

The Owner shall compensate the Program Manager for the Basic Services described in Article 3 and Exhibit "C" of the Agreement, for the Projects listed in Exhibit "A," a fixed fee of **$7,382,235.48 (Seven Million Three Hundred Eighty-Two Thousand Two Hundred Thirty-Five and 48/100 Dollars)** (the "Fee"). The Fee is the not-to-exceed amount for Basic Services under Section 10.1 and is subject to adjustment only as provided in Section 10.2 of the Agreement.

The Fee includes all of the Program Manager's costs of performing the Basic Services, including the services of the consultants listed in Section 1.3.2.1, and all expenses, including mileage, travel, drone flights, printing, reproduction and courier charges. The Program Manager shall not invoice Reimbursable Expenses under Section 10.6 unless the Owner requests an item listed in Section 10.6.1 and approves it in advance in writing.

For reference only, the Fee equals 2.20 percent of the $335,000,000 Program Budget and 3.18 percent of the $231,810,000 budget for the seven Project categories in Exhibit "A." The Fee is a fixed amount and is not a percentage of the Program Budget or of construction cost.

B.2 Allocation of the Fee by Project category and phase

The Fee is allocated among the Project categories in proportion to the Owner's budget for each category, and within each category among four phases: pre-project planning (5 percent), design (35 percent), bidding and construction (50 percent) and closeout and warranty (10 percent). The allocation is used for billing under Section B.3 and for the equitable reduction of the Fee under Section 10.2 of the Agreement if a Project is deleted, materially reduced or not pursued.

Project category	Project fee	Planning 5%	Design 35%	Bidding and construction 50%	Closeout and warranty 10%
CTE Expansion	$1,257,600.97	$62,880.05	$440,160.34	$628,800.48	$125,760.10
Cafeteria Modernizations	$1,052,512.31	$52,625.61	$368,379.31	$526,256.16	$105,251.23
Front Entry Security and Access	$428,966.45	$21,448.32	$150,138.26	$214,483.22	$42,896.65
Elementary Gym and Enclosures	$857,295.98	$42,864.80	$300,053.59	$428,647.99	$85,729.60
Fine Arts Multi-Purpose Buildings	$1,114,612.15	$55,730.61	$390,114.25	$557,306.07	$111,461.22
Classroom Additions	$1,233,397.96	$61,669.90	$431,689.28	$616,698.98	$123,339.80
Campus Refresh	$1,437,849.66	$71,892.47	$503,247.39	$718,924.84	$143,784.96
Total	**$7,382,235.48**	**$369,111.76**	**$2,583,782.42**	**$3,691,117.74**	**$738,223.56**

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The District-wide Improvements category carries no separate fee; the Program Manager's program-level management of that category is included in the project fees above. The allocation to individual campuses within a category will follow the campus budgets established by the Owner under Exhibit "A."

B.3 Payment schedule and billing method (Sections 10.1 and 10.8.2)

Invoices are submitted no more than monthly, in arrears for Services performed, reference the Owner's purchase order number, and are paid as provided in Section 10.8.2 of the Agreement (Chapter 2251, Texas Government Code). The Fee is billed as follows:

Phase	Amount	Billing method
Pre-project planning (5%)	$369,111.76	Lump sum for planning services for all Projects, billed in four equal monthly installments of $92,277.94 in the first four months after the Owner's notice to proceed.
Design (35%)	$2,583,782.42	For each Project, billed monthly at the same percentage of completion as the design consultant's application for payment for that Project most recently approved by the Owner.
Bidding and construction (50%)	$3,691,117.74	For each Project, billed monthly at the same percentage of completion as the contractor's application for payment for that Project most recently approved by the Owner.
Closeout and warranty (10%)	$738,223.56	For each Project, billed as the closeout tasks described in Sections 3.8.5 and 3.8.6 of the Agreement and Exhibit "C" are completed for that Project.
Total	**$7,382,235.48**	

Billing for the design, bidding and construction, and closeout and warranty phases of a Project begins only after the Owner's Board of Trustees approves the delivery method for that Project.

B.4 Hourly billing rates for Additional Services (Sections 10.3, 10.4 and 10.5)

Additional Services authorized in writing by the Owner under Sections 4.1 and 4.3 of the Agreement are compensated at the hourly rates below, or on a lump sum basis agreed in writing under Section 4.3.1, in either case not to exceed the amount authorized by the Owner. The rates include labor, overhead and profit. Services of the Program Manager's consultants performed as Additional Services are billed at the Specialty Consultants rate without markup (Section 10.5).

Position	Hourly rate
Project Executive	$270.00
Executive Oversight	$220.00
Program Project Manager	$230.00
Deputy Project Manager*	$200.00
Project Manager	$180.00
Data, Analytics and Communications	$140.00
Project Controls	$100.00
Cost Estimating	$175.00
Scheduler	$175.00
Administrative Support	$60.00
Specialty Consultants*	$175.00

*Deputy Project Manager and Specialty Consultants rates apply to Additional Services only.

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The hourly rates are firm for the term of the Agreement.

B.5 Records

The Program Manager shall maintain records supporting each invoice, including time records for services billed at hourly rates, as provided in Sections 10.8.4 and 10.8.5 of the Agreement.

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11.0 SCOPE OF WORK

11.1 PRE-CONSTRUCTION PHASE

11.1.1 Communication & Coordination with District Owner, Architect/Engineer and General Contractor.

11.1.1.1 The awarded firm shall establish, implement, and maintain effective communication protocols.

11.1.1.2 The awarded firm shall manage and coordinate communications and correspondence.

11.1.2 Procurement & Contractor Selection

11.1.2.1 The awarded firm shall assist in development of the procurement process and aid in selection of the General Contractor for infrastructure and renovation projects.

11.1.2.2 The awarded firm shall assist in developing procurement solicitation documents for procurement of the General Contractor for infrastructure and renovation projects.

11.1.2.3 The awarded firm shall assist District in evaluating proposals, making recommendations, and ensuring best-value options for individual projects are recommended for approval by the Board of Trustees.

11.1.2.4 The awarded firm shall assist in development of the contract negotiation process and aid in review, approval, or disapproval of General Contractor numbers.

11.1.2.5 The awarded firm shall provide a detailed analysis to describe differences between final estimates and bidders' prices.

11.1.3 Scheduling, Budget, and Cost Management

11.1.3.1 The awarded firm shall contribute to the milestone schedule for overall program design and construction.

11.1.3.2 The awarded firm shall monitor and maintain all parties' efforts for conformance to schedule and budget and notify the Owner of design and budget concerns throughout the design process.

11.1.3.3 The awarded firm shall develop detailed cost estimates at various phases of design.

11.1.3.4 The awarded firm shall assist in development of value engineering options as required.

11.1.4 Design Review & Preconstruction Activities

11.1.4.1 The awarded firm shall review design documents, drawings, and specifications for constructability, scheduling, consistency, and coordination.

11.1.4.2 The awarded firm shall assist in facilitating the preconstruction conference.

11.1.4.3 The awarded firm shall prepare a detailed project schedule and staging.

11.1.4.4 The awarded firm shall provide constructability reviews.

11.1.5 External Coordination

11.1.5.1 The awarded firm shall coordinate with local utilities, cities, and other

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entities on the Owner's behalf.

11.2 CONSTRUCTION PHASE

11.2.1 Communication & Coordination

11.2.1.1 The awarded firm shall employ and provide qualified, experienced construction managers capable of representing the District's best interests; the construction project manager(s) shall coordinate contractors, design professionals, vendors, district staff, authorities having jurisdiction over the projects, and others.

11.2.1.2 Establish and maintain communication protocol between the Owner, Architect, and General Contractor.

11.2.1.3 Attend, arrange, and conduct meetings as requested by the Owner.

11.2.2 Budget, Schedule, and Cost Control

11.2.2.1 The consultant must have in-house capabilities to provide detailed and accurate cost estimates at different stages of the work, and for various purposes, such as analysis of alternatives.

11.2.2.2 The awarded firm shall monitor the overall budget and schedule and advise the Owner of trends affecting timely and cost-effective completion of the Project.

11.2.2.3 The consultant must employ expert construction negotiators who can successfully resolve potential claims from contractors or other consulting firms.

11.2.2.4 The awarded firm shall review the General Contractor's schedule of values, cost breakdown, and construction schedule and recommend approval, changes, or disapproval.

11.2.2.5 The awarded firm shall provide cost loading schedules to allow the District's Finance Department to manage cash flow projections.

11.2.2.6 The consultant is expected to provide constructability reviews, value engineering, and associated cost saving strategies during all phases of the work.

11.2.2.7 The awarded firm shall develop a master program schedule to track all program projects.

11.2.2.8 The awarded firm shall schedule required testing services.

11.2.3 Document Familiarity & Observation

11.2.3.1 The awarded firm shall maintain thorough knowledge of the plans and specifications for all infrastructure and renovation projects.

11.2.3.2 The awarded firm shall review shop drawings.

11.2.3.3 The awarded firm shall personally observe major assemblies placed in the construction for general compliance with the contract documents, supplemental instructions from the Architect, and in support of the quality assurance efforts of the Inspector(s).

11.2.4 Payment & Change Management

11.2.4.1 The awarded firm shall conduct quality surveys and review and verify the contractor's monthly applications for progress payments.

11.2.4.2 The awarded firm shall review and analyze proposed change orders and make recommendations to the Owner.

11.2.4.3 The awarded firm shall assess and evaluate pricing on all change order requests, taking the lead in negotiating fair and equitable resolutions and managing schedule impacts.

11.2.5 Submittals, RFIs, and Reporting

11.2.5.1 The awarded firm shall review requests for information (RFI) and

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Architect's Supplemental Instructions (ASI) and track submittals through completion of the process.

11.2.5.2 The awarded firm shall generate weekly site visit reports describing general events and noting problems and unusual events.

11.2.5.3 The awarded firm shall manage all construction administration tasks on behalf of the District, including but not limited to project correspondence, project documentation, meetings, submittals, requests for information, proposal requests, progress documentation, review and approval of payment requests, schedule review, project coordination.

11.2.5.4 The awarded firm shall take photographs documenting construction progress and conformity with the Contract Documents.

11.2.6 Record Documents

11.2.6.1 The awarded firm shall review and verify that the General Contractor's Project record drawings and schedules are updated to reflect all changes and work completed prior to each progress payment.

11.2.7 Inspections & Quality Assurance

11.2.7.1 The awarded firm shall frequently inspect the work for progress, workmanship, and conformance with the Contract Documents.

11.2.7.2 The awarded firm shall coordinate and track all Owner testing.

11.2.7.3 The awarded firm shall review special inspection and material testing reports to verify conformance with the Contract Documents.

11.2.7.4 The awarded firm shall document any non-conforming work and promptly provide written notification of the deficiencies to the Architect, Owner, and General Contractor.

11.2.7.5 The awarded firm shall verify that deficiencies have been corrected and/or approved by the applicable party.

11.2.7.6 The awarded firm shall issue inspection deficiency lists and track deficiencies through correction.

11.2.7.7 The awarded firm shall coordinate preparation of the punch list and monitor corrective work to successful completion.

11.2.7.8 The awarded firm shall coordinate Owner activities, including occupancy, furniture, fixtures, and equipment ("FF&E") procurement, and technology.

11.3 CLOSEOUT PHASE

11.3.1 Project Documentation & Turnover

11.3.1.1 The awarded firm shall verify all Project Record Documents are complete and turned over to the Owner.

11.3.1.2 The awarded firm shall verify all Operations and Maintenance manuals are complete and turned over to the Owner.

11.3.1.3 The awarded firm shall verify all warranties are submitted and in accordance with the Contract Documents.

11.3.2 Training & Warranty Support

11.3.2.1 The awarded firm shall ensure staff has received all necessary training for operation of the new building and systems.

11.3.2.2 The awarded firm shall maintain a presence and provide support, follow-up, and tracking of warranty requests.

11.4 BOARD AND COMMUNITY COMMUNICATIONS

11.4.1 Marketing and Promotion

11.4.1.1 The selected firm will maintain a robust marketing plan to inform district stakeholders and the community at large of the project list, progress, and completion of projects.

11.4.1.2 The selected firm should at the minimum:

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11.4.1.2.1 Prepare a website to inform the community of budgets, timelines, change orders, and any other particulars at each site.

11.4.1.2.2 Integrate community events to include open community forums, ribbon-cutting ceremonies, and other events.

11.4.1.2.3 Maintain social media accounts for community outreach.

11.4.1.2.4 Include new construction and integrate other bond components as listed in the master project list.

11.4.2 Board Reports

11.4.2.1 The awarded firm shall provide regular progress reports to the Board of Trustees.

11.5 The awarded firm shall provide professional advisory services only and shall not act as a construction manager-at-risk, general contractor, or subcontractor, nor shall it be responsible for construction means and methods or the performance of construction work

11.6 CONTRACT DOCUMENT: The District intends to utilize an AIA C171-2024 Agreement Between Owner and Project Manager, as modified by the District, for Project Manager; (See Attachments Tab). No other document(s) will be considered or used. Modifications to the contract may be negotiated, provided it is in the best interest of the District. Awarded firms shall be able to negotiate a fee, provide insurance as requested, and sign the respective Contract within twenty-one (21) days of the Notice of Award letter instructions.

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

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

REFERENCE: N/A

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

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

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The meeting minutes have been prepared and reviewed for accuracy. Approval of these minutes ensures proper documentation of Board proceedings and compliance with record-keeping requirements.

LEGAL REVIEW:

No legal issues are anticipated with the approval of meeting minutes. This item is presented as a standard governance practice.

BUDGETARY CONSIDERATIONS:

There are no budgetary considerations associated with this item.

RECOMMENDED BOARD ACTION:

It is recommended that the Board approve the Board of Education meeting minutes as presented for the Regular Board Meeting - October 6, 2026.

Attachment: ☑

SUBMITTED BY: Signed by: Norma Ramirez 2B3A41710C85450...

SUPERVISOR: Signed by: 9F1EE9B50A38423...

For further information contact:
Name: Norma Ramirez
Office: (956) 688-5418
Email: norma.ramirez@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BEA13512CA427...

Superintendent of Schools

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Regular Meeting

Tuesday, October 6, 2026 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 5:30 PM.

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

Dr. Elizabeth Kittleman arrived at 5:45 pm

1. **CALL MEETING TO ORDER**
   Meeting was called to order at 5:30 pm.
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT(S)**
   The following community member(s) addressed the Board: None
5. **PROCLAMATION(S)**
   A) Recognition of Texas' Governor, Greg Abbott's Proclamation Regarding Principals' Month (October 2026)
   Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership
   Dr. René Gutiérrez, Superintendent
   For information purposes only.
6. **RECOGNITION(S)**
   A) Recognition of National Head Start Awareness Month (October 2026)
   Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership
   Dr. René Gutiérrez, Superintendent
   For information purposes only.
7. **CONSENT AGENDA ITEMS**
   A) Discussion and Possible Action on 2027-132 Sponsorship Agreement with Wing Daddy
   Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
   Dr. René Gutiérrez, Superintendent
   Motion to approve 2027-132 Sponsorship Agreement with Wing Daddy's Restaurants ("Sponsor") to enter into an eight (8) year sponsorship agreement running from

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October 7, 2026, through October 6, 2034. This motion, made by Trustee Sofia Peña 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
Sofia Peña:	Yea
Lucia Regalado:	Absent
Aaron Rivera:	Absent

Yea: 5, Nay: 0, Absent: 2

B) Discussion and Possible Action on Request for Proposal No. 2027-1017 Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants, Rentals, Retail, and Other Related Products and Services (Round 1)
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent

Motion to approve Request for Proposal No. 2027-1017 Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants, Rentals, Retail, and Other Related Products and Services (Round 1), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2030. This motion, made by Trustee Sofia Peña 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
Sofia Peña:	Yea
Lucia Regalado:	Absent
Aaron Rivera:	Absent

Yea: 5, Nay: 0, Absent: 2

Recommended Vendors
Request for Proposal No. 2027-1017
Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants, Rentals, Retail, and Other Related Products and Services (R1)

No.	Vendor Name	City	State	Recommendation
1	Bita's Flower Shop and More	McAllen	TX	Qualified
2	Chick-fil-A 27th & Nolana (Magdaleno Restaurant Group)	McAllen	TX	Qualified
3	El Pollo Loco (EPL Ventures, LLC)	McAllen	TX	Qualified
4	Lakeland Tours LLC, dba WorldStrides	Charlottesville	VA	Qualified
5	OBT Prints	Mission	TX	Qualified
6	Panaderma Donato LLC	MCALLEN	TX	Qualified
7	Peter Piper Pizza (Pizza Properties Inc)	El Paso	TX	Qualified
8	Ritz Balloons & Decor	McAllen	TX	Qualified
9	Snap! Raise (Snap! Mobile, Inc.)	Seattle	WA	Qualified

8. **INSTRUCTIONAL SERVICES/ INSTRUCTIONAL LEADERSHIP, HUMAN**

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RESOURCES, BUSINESS AND OPERATIONS, AND BOARD OF TRUSTEES ITEMS

A) **Instructional Services/ Instructional Leadership Item(s)** (Christian Quintanilla/Jeanette Nino)

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

1. Discussion and Possible Action of McAllen ISD Board Policy CFB (LOCAL)-ACCOUNTING INVENTORIES: Capitalization Threshold (Second Reading)
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent
Motion to approve McAllen ISD Policy CFB (LOCAL)- ACCOUNTING INVENTORIES: Capitalization Threshold (Second Reading). This motion, made by Trustee Erica de la Garza-Lopez and seconded by Trustee Roberto Haddad, Passed.

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

Yea: 5, Nay: 0, Absent: 2

2. Discussion and Possible Action of the Texas Association of School Board (TASB) Localized Policy Manual Update 127 (Second Reading)
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent
Motion to approve the Texas Association of School Board (TASB) Localized Policy Manual Update 127 (Second Reading). This motion, made by Trustee Sofia Peña and seconded by Trustee Erica de la Garza-Lopez, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Abstain (Without Conflict)
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Absent
Aaron Rivera:	Absent

Yea: 4, Nay: 0, Absent: 2, Abstain (Without Conflict): 1

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

1. Report Regarding the Financial Report for the Quarter of April - June 2026
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
For information purposes only.

2. Discussion and Possible Action on Request for Proposal 2027-1013 Cybersecurity Liability Insurance
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Motion to approve the ranking of Request for Proposal 2027-1013 Cybersecurity

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Liability Insurance; and. 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:	Absent

Yea: 5, Nay: 0, Absent: 2

Motion to approve the ranking of Request for Proposal 2027-1013 Cybersecurity Liability Insurance; and. This motion, made by Trustee Lizzie Kittleman 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:	Absent
Aaron Rivera:	Absent

Yea: 5, Nay: 0, Absent: 2

Motion to authorize the Superintendent to execute the required applications and related documents. 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:	Absent

Yea: 5, Nay: 0, Absent: 2

Docusign Envelope ID: 35240729-59CB-8B1E-8149-0500FD4DD8AA

EVALUATION MATRIX

PROJECT NO./NAME: RFP 2027-1013 Cybersecurity Liability Insurance
EVALUATION MEETING DATE: September 22, 2026 at 10:30 a.m.

No	Criteria	Max. Pts. 100	Frost Insurance Agency San Antonio, TX	Trucordia Insurance Services (Montalvo Insurance Agency) Weslaco, TX
	Total Points	100	100	90
	Ranking		1	2
1	Price (LI 2)	46	46	45
			$37,865.29	$38,406.53
2	Reputation of the vendor and of the vendor's goods or services	15	15	9
	References from other Texas K-12 School Districts of comparable size currently or previously insured through your company for similar services within the last 24 months (Attr. 66-81) (3 pts per reference)	9	9	3
			3 ISD's	1 ISD, 1 HE, 1 County
	Minimum of (1) Account Representative/Resume submitted/Experience (Attr. 63-65)	2	2	2
			1 rep 1 resume submitted 15+ years	1 rep 2 resumes 25+ years
	Direct K-12 Experience (Attr. 83) Yes = 4 pts; No = 0 pts.	4	4	4
			yes	yes
3	The quality of the vendor's goods or services	0	0	0
	N/A		n/a	n/a
4	The extent to which the goods or services meet District's needs	35	35	32.5
	Coverage Services: Cyber Incident Response Fund - $3 million (LI 4)	1	1	1
			yes $3 million covered	yes $3 million covered
	Coverage Services: Cyber Incident Response Fund (LI 5) (lower deductible = .5 pts; higher deductible = .25 pts)	0.5	0.5	0.25
			$25k deductible	$100k deductible
	Coverage Services: Business Interruption Loss & Extra Expenses - $3 million (LI 6)	1	1	1
			yes $3 million covered	yes $3 million covered
	Coverage Services: Business Interruption Loss & Extra Expense (LI 7) (lower deductible = .5 pts; higher deductible = .25 pts)	0.5	0.5	0.25
			Deductible: 8 hours waiting period* Business Interruption deductibles are waiting periods. This policy requires 8 consecutive hours of disruption for Business Interruption coverage to apply to a covered loss.	$100k deductible 8 hour waiting period
	Coverage Services: Contingent Business Interruption Loss & Extra Expenses - $3 million (LI 8)	1	1	1
			yes $3 million covered	yes $3 million covered
	Coverage Services: Contingent Business Interruption Loss & Extra Expenses (LI 9) (lower deductible = .5 pts; higher deductible = .25 pts)	0.5	0.5	0.25
			Deductible: 8 hours waiting period* Business Interruption deductibles are waiting periods. This policy requires 8 consectutive hours of disruption for Business Interruption coverage to apply to a covered loss.	$100k deductible 12 hour waiting period (dependent)
	Coverage Services: Digital Data Recovery - $3 million (LI 10)	1	1	1
			yes $3 million covered	yes $3 million covered
	Coverage Services: Digital Data Recovery (LI 11) (lower deductible = .5 pts; higher deductible = .25 pts)	0.5	0.5	0.25
			$25k deductible	$100k deductible
	Coverage Services: Network Extortion Threat - $3 million (LI 12)	1	1	1
			yes $3 million covered	yes $3 million covered
	Coverage Services: Network Extortion Threat (LI 13) (lower deductible = .5 pts; higher deductible = .25 pts)	0.5	0.5	0.25
			$25k deductible	$100k deductible
	Coverage Services: Cyber Crime - $500,000 (LI 14)	1	1	1
			yes $3 million covered	yes $500k covered
	Coverage Services: Cyber Crime (LI 15) (lower deductible = .5 pts; higher deductible = .25 pts)	0.5	0.5	0.25
			$25k deductible	$100k deductible
	Coverage Services: Cyber, Privacy & Network Security Liability - $3 million (LI 16)	1	1	1
			yes $3 million covered	yes $3 million covered
	Coverage Services: Cyber, Privacy & Network Security Liability (LI 17) (lower deductible = .5 pts; higher deductible = .25 pts)	0.5	0.5	0.25
			$25k deductible	$100k deductible
	Coverage Services: Payment Card Loss - $3 million (LI 18)	1	1	1
			yes $3 million covered	yes $3 million covered
	Coverage Services: Payment Card Loss (LI 19) (lower deductible = .5 pts; higher deductible = .25 pts)	0.5	482 0.5	0.25
			$25k deductible	$100k deductible

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No	Criteria	Max. Pts. 100	Frost Insurance Agency San Antonio, TX	Trucordia Insurance Services (Montalvo Insurance Agency) Weslaco, TX
	Coverage Services: Electronic, Social & Print Media Liability - $3 million (LI 20)	1	1 yes $3 million covered	1 yes $3 million covered
	Coverage Services: Electronic, Social & Print Media Liability (LI 21) (lower deductible = .5 pts; higher deductible = .25 pts)	0.5	0.5 $25k deductible	0.25 $100k deductible
	Coverage Services: Target Retention - $100,000 (LI 22)	1	1 yes $3 million covered (entered in notes)	1 yes $3 million covered
	Target Retention Deductible (LI 23) (lower deductible = .5 pts; higher deductible = .25 pts)	0.5	0.5 $25k deductible Not sure what coverage this may be referring and neither do my underwriters. The policy retention which is essentially the same as a deductible is $25,000 for this quote at the $3mil limit.	0.25 $100k deductible
	Compliance with TEC (Attr. 84)	5	5 yes	5 yes
	E-Learning Compatibility (Attr. 85)	5	5 yes, meets requirements	5 yes, meets requirements
	Meets A- rating (Attr. 87)	5	5 yes, we fully comply with requirements	5 yes, we fully comply with requirements
	Mandatory Requirements: Annual Cybersecurity Audit and External Vulnerability Scan (Attr. 90)	1	1 yes, we meet requirements	1 yes, we meet requirements
	Mandatory Requirements: Loss Mitigation and Incident Response Services (Attr. 91)	1	1 yes, we meet requirements	1 yes, we meet requirements
	Mandatory Requirements: Annual Ransomware Tabletop Exercise (Attr. 92)	1	1 yes, we meet requirements	1 yes, we meet requirements
	Mandatory Requirements: AI Enhanced Threat Coverage (Attr. 93)	1	1 yes, we meet requirements	1 yes, we meet requirements
	Mandatory Requirements: 24/7/365 Cyber Claims Hotline (Attr. 94)	1	1 yes, we meet requirements	1 yes, we meet requirements
5	**Past Relationship with District**	**2**	**2**	**2**
	Satisfactory past experience = 2 pts; No prior experience = 1; Unfavorable past experience = 0		satisfactory past experience	satisfactory past experience
6	**HUB (TEC 44.031(b)(6)) or Small and Minority Firms, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms (2 CFR 200.321)**	**0**	**0**	**0**
	N/A		n/a	n/a
7	**Total long-term cost to the district to acquire the vendor's goods or services**	**0**	**0**	**0**
	N/A		n/a	n/a
8	**Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state**	**1**	**1**	**0**
	Texas Vendor or Employes 500+ in Texas= 1; out of State Vendor = 0 (Attribute #11)		Yes	No
9	**Any other relevant factor specifically listed in the request for bids or proposals.**	**1**	**1**	**1**
	Value Adds (Attr. 111)		yes	yes

3. Discussion and Possible Action on Approval of Work Authorizations for 2026 Bond Projects for McAllen Memorial High School HVAC Improvements, and James "Nikki" Rowe High School Surveillance System, and William B. Travis Middle School Exterior Modifications Projects and Approval of Projects Delivery Method

Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Dr. René Gutiérrez, Superintendent

Motion to approve Work Authorization No. 4 with Halff Associates, Inc. for HVAC Improvements at McAllen Memorial High School to be funded through District's 2026 Bond Program;. 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:	Absent
Aaron Rivera:	Absent

Yea: 5, Nay: 0, Absent: 2

Motion to approve Work Authorization No.3 with Halff Associates, Inc. for

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Security Surveillance at James 'Nikki" Rowe High School to be funded through District's 2026 Bond Program;. 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:	Absent
Aaron Rivera:	Absent

Yea: 5, Nay: 0, Absent: 2

Motion to approve Amendment to Work Authorization No. 3 with Chanin Engineering, LLC for William B. Travis Middle School Exterior Modification Project to be funded through District's 2026 Bond Program;. 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:	Absent
Aaron Rivera:	Absent

Yea: 5, Nay: 0, Absent: 2

Motion to authorize utilizing the Competitive Sealed Proposal (CSP) process as the project delivery method for all three (3) projects. 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:	Absent
Aaron Rivera:	Absent

Yea: 5, Nay: 0, Absent: 2

4. Discussion and Possible Action on Final Payment to Hellas Construction Inc. on Contract No. 2026-180 McAllen Veterans Memorial Stadium Upgrades
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent

Motion to approve the final payment to Hellas Construction, Inc. in the amount of $120,869.20 for Contract No. 2026-180 McAllen Veterans Memorial Stadium Upgrades. This motion, made by Trustee Erica de la Garza-Lopez and seconded by Trustee Roberto Haddad, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea

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Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Absent
Aaron Rivera:	Absent

Yea: 5, Nay: 0, Absent: 2

D) **Board of Trustees Item(s)**

1. Discussion and Possible Action on Approval of Board of Education Meeting Minutes
Regular Board Meeting - September 22, 2026
Special Board Meeting-September 23, 2026
Special Board Meeting-September 28, 2026
Motion to approve Board of Education meeting minutes as presented for the Regular Board Meeting - September 22, 2026, Special Board Meeting-September 23, 2026, and Special Board Meeting September 28, 2026. 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:	Absent

Yea: 5, Nay: 0, Absent: 2

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) Discussion of Human Resources Recommendation(s) for School Year 2026-2027
B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2026-2027
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 2026-2027
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent
Motion to approve Human Resources Recommendation(s) for School Year 2026-2027. 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

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Lucia Regalado:	Absent
Aaron Rivera:	Absent

Yea: 5, Nay: 0, Absent: 2

B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2026-2027
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent
For Discussion only.

C) Discussion Regarding School Safety and Security

D) Pending and/or Potential Litigation

E) Possible Real Estate Acquisition

12. **SCHEDULED MEETINGS**

Regular Board Meeting - October 20, 2026 - 5:30 pm - Administration Building/Dr. Ricardo Chapa Board Room
Regular Board Meeting - November 10, 2026 - 5:30 pm - Administration Building/Dr. Ricardo Chapa Board Room

13. **ADJOURNMENT**

Motion to adjourn meeting at 7:21 pm. This motion, made by Trustee Erica de la Garza-Lopez and seconded by Trustee Roberto Haddad, Passed.

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

Yea: 5, Nay: 0, Absent: 2

_____ _____

Board President Board Secretary

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

SUBJECT: Discussion and Possible Action on Human Resources Recommendation(s) for School Year 2026-2027

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

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

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

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

LEGAL REVIEW:

Not Applicable.

BUDGETARY CONSIDERATIONS:

Provided with individuals identified under separate cover.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve Human Resources Recommendation(s) for School Year 2026-2027.

Attachment: ☐

SUBMITTED BY: DocuSigned by: Albert Canales 7812108836E846C...

SUPERVISOR: Signed by: Lorena Garcia F91D3BE666D0441...

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

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

Docusign Envelope ID: 7D28D377-1751-85F8-812E-A16060C03EB7

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: October 20, 2026

SUBJECT: Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2026-2027

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

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

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

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

LEGAL REVIEW:

Not Applicable

BUDGETARY CONSIDERATIONS:

Not Applicable

RECOMMENDED BOARD ACTION:

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

Attachment: ☐

SUBMITTED BY: DocuSigned by: Albert Canales 7812108836E846C...

SUPERVISOR: Signed by: Lorena Garcia F91D3BE666D0441...

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

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools