# 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, August 11, 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. **CONSENT AGENDA ITEMS**

A) Discussion and Possible Action on Approval of Interlocal Cooperative Agreement No. 2027-087 with City of McAllen - Quinta Mazatlán 7
Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership

**Presenter:** Dr. René Gutiérrez, Superintendent

B) Discussion and Possible Action on Memorandum of Understanding 2027-093 Early Childhood Intervention Program with Easter Seals Rio Grande Valley 18
Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership

**Presenter:** Dr. René Gutiérrez, Superintendent

C) Discussion and Possible Action on No. 2027-085 Field Site Affiliation Agreement for Education Programs between McAllen Independent School District and Walden University 31
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

**Presenter:** Dr. René Gutiérrez, Superintendent

D) Discussion and Possible Action on Request for Proposal No. 2024-1014 Advertising, Marketing, Media and Related Products and Services (Round 6) 40
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

**Presenter:** Dr. René Gutiérrez, Superintendent

E) Discussion and Possible Action on the Resolution to the Board of Trustees of the McAllen Independent School District Identifying Hazardous Traffic Conditions for the School Year 2026-2027 42
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

**Presenter:** Presenter: Dr. René Gutiérrez, Superintendent

F) Discussion and Possible Action on Memorandum of Understanding (MOU) No. 2027-090 Community-Based Prekindergarten Provider with Loving Angels Child Development Center, LLC. 45
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

**Presenter:** Dr. René Gutiérrez, Superintendent

G) Discussion and Possible Action on Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 21) 61
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

**Presenter:** Dr. René Gutiérrez, Superintendent

H) Discussion and Possible Action on Second Amendment to Memorandum of Understanding (MOU) No. 2025-149 Educational Public Purposes with McAllen Education Foundation Board of Directors 63
Item Submitted: Johnathan Ball, Staff Attorney

**Presenter:** Presenter: Dr. René Gutiérrez, Superintendent

I) Discussion and Possible Action Regarding the Designation of Ten Non-business Days for Public Information Act Requests as per House Bill 3033 69
Item Submitted: Johnathan Ball, Staff Attorney

**Presenter:** Dr. René Gutiérrez, Superintendent

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

A) **Instructional Services/ Instructional Leadership Item(s)** (Jeanette Nino)

1. Report Regarding iReady Implementation in Kindergarten – 5th Grades and the Impacts on Math and Reading Language Arts Student Outcomes 70
Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership

**Presenter:** Dr. René Gutiérrez, Superintendent

2. Discussion and Possible Action on Approval of Request for Proposals No. 2027-1006 Aviation Training Services 71

Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership

**Presenter:** Dr. René Gutiérrez, Superintendent

3. Discussion and Possible Action on the Advanced Course List for the University Interscholastic League "No Pass, No Play" Rules for the 2026-2027 School Year 73
Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership

**Presenter:** Dr. René Gutiérrez, Superintendent

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

1. Report Regarding Self-Funded Health Plan Review 75
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

**Presenter:** Dr. René Gutiérrez, Superintendent

2. Discussion and Possible Action of the 2026-2027 Student Code of Conduct 89
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

**Presenter:** Dr. René Gutiérrez, Superintendent

3. Discussion and Possible Action of the 2026-2027 Texas Teacher Evaluation and Support System (T-TESS) Calendar 147
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

**Presenter:** Dr. René Gutiérrez, Superintendent

4. Discussion and Possible Action on Request for Information No. 2026-1033 Employer Direct Hospital Services for District Staff 149
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

**Presenter:** Dr. René Gutiérrez, Superintendent

5. Discussion and Possible Action Regarding Board Policy CV(Local) - Facilities Construction 151
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 the Delinquent Tax Collections for the Period of April 1, 2026 to June 30, 2026 153
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

**Presenter:** Presenter: Dr. René Gutiérrez, Superintendent

2. Report Regarding the 2026 Anticipated Collection Rate and 2025 Excess Debt Tax Collections 160
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

**Presenter:** Dr. René Gutiérrez, Superintendent

3. Report Regarding Taxes Collected for the Quarter of April - June 2026 — 162
   Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

   **Presenter:** Dr. René Gutiérrez, Superintendent

4. Discussion and Possible Action on the Resolution Reviewing and Re-Adopting the Investment Policy and Investment Strategies (CDA Local) — 166
   Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

   **Presenter:** Dr. René Gutiérrez, Superintendent

5. Discussion and Possible Action of the McAllen Independent School District June Budget Amendment for Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026 — 175
   Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

   **Presenter:** Dr. René Gutiérrez, Superintendent

6. Discussion and Possible Action of the McAllen Independent School District July Budget Amendment for Fiscal Year Beginning July 1, 2026 and Ending June 30, 2027 — 178
   Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

   **Presenter:** Dr. René Gutiérrez, Superintendent

7. Discussion and Possible Action on the Resolution Approving Independent Sources for Investment Training and Designation of Investment Officers — 184
   Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

   **Presenter:** Dr. René Gutiérrez, Superintendent

8. Discussion and Possible Action on the Resolution Adopting Authorized Broker/Dealer List — 186
   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 Minutes — 188
   Board Workshop June 17, 2026
   Board Workshop June 18, 2026
   Regular Board Meeting June 23, 2026
   Board Workshop June 25, 2026
   Special Board Meeting July 23, 2026

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

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 2025-2026

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

D) Discussion of Recommendation for the Principal at Theodore Roosevelt Elementary School for the 2026-2027 School Year

E) Discussion on the Formative Evaluation for the Superintendent

F) Discussion Regarding School Safety and Security

G) Pending and/or Potential Litigation

H) Possible Real Estate Acquisition

8. **RECONVENE IN OPEN SESSION**

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

A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2026-2027 224
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 the School Year 2026-2027 225
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

**Presenter:** Dr. René Gutiérrez, Superintendent

C) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2025-2026 226
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

**Presenter:** Dr. René Gutiérrez, Superintendent

D) Discussion and Possible Action of Recommendation for the Principal at Theodore Roosevelt Elementary School for the 2026-2027 School Year 227
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

**Presenter:** Dr. René Gutiérrez, Superintendent

E) Discussion and Possible Action on the Formative Evaluation for the Superintendent

**Presenter:** Dr. René Gutiérrez, Superintendent

F) Discussion Regarding School Safety and Security

G) Pending and/or Potential Litigation

H) Possible Real Estate Acquisition

10. **SCHEDULED MEETINGS**
Regular Meeting - August 25, 2026, 5:30 pm - Administration Building/Dr. Ricardo Chapa Board Room
Regular Meeting - September 8, 2026, 5:30 pm - Administration Building/Dr. Ricardo Chapa Board Room

11. **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 August 5, 2026 by 5:00 p.m.*
*Norma Ramirez, on behalf of Board of Trustees.*

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action on Approval of Interlocal Cooperative Agreement No. 2027-087 with City of McAllen - Quinta Mazatlan

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Quinta Mazatlan and the District's Science Department have partnered for sixteen years to provide hands-on experiences for students connecting science learning in the classroom with their local environment. The field trips hosted at Quinta Mazatlan provide students a "place of pride" to learn about local habitats and how to become active leaders in conserving these local ecosystems. Student trips to Quinta Mazatlan begin as early as 3rd grade and continue through high school. Students in third and fifth grades explore the elements of specific habitats and animals. As 7th graders, students broaden their understanding of the uniqueness of the Valley's ecology and the critical need to intervene as stewards to preserve it. Lastly, as high school students, they have opportunities to develop the leadership skills necessary to have an impact as stewards, and to visit with scientists in various Environmental Science and Aquatic Science fields using a hands-on approach during the trip.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Approximately, 3,831 students (elementary and secondary) visit Quinta Mazatlan each year. A summary of results compiled from teacher commentaries may be provided to the District to gauge the impact of this partnership. All field trips are TEKS-aligned with state curriculum standards.

LEGAL REVIEW:

The Agreement 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 Interlocal Cooperative Agreement No. 2027-087 with City of McAllen - Quinta Mazatlan for a period of of one (1) year, beginning September 1, 2026 through May 31, 2027.

**Attachment**: ☑

**SUBMITTED BY:** Katherine Friedlein-Garcia

**SUPERVISOR:** Jeanette Nino (Jul 30, 2026 17:10:08 CDT)

For further information contact:
Name: Ms. Katherine Friedlein-Garcia, Secondary Science Coordinator
Office: 956-632-2906
eMail: Katherine.FriedleinG@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 30, 2026 17:11:07 CDT)

**Superintendent of Schools**

# INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract (this "Contract") is entered into effective **September 1, 2026** ("Effective Date") by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, Texas Government Code.

CONTRACTING PARTIES

Receiving Parties: McAllen Independent School District, sometimes referred to as ("MISD"), a local school district authorized by the State of Texas.

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

PURPOSE

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

STATEMENT OF SERVICES TO BE PERFORMED

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

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

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

WARRANTIES

**Receiving Party warrants that**
(**1**) the services are necessary and authorized for activities that are properly within its statutory functions and programs
(**2**) it has the authority to contract for the services under authority granted in Chapter 11, Texas Education Code, and Chapter 791, Texas Government Code
(**3**) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and
(**4**) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

**Performing Party warrants that**
(**1**) it has authority to perform the services
(**2**) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and
(**3**) the representative signing the Contract on its behalf is authorized by its governing body to sign this Contract.

CONTRACT AMOUNT

The total amount of this Contract shall not exceed the following amounts:

| **EXHIBIT** | **GRADE** | **UP TO # STUDENTS** | **NOT TO EXCEED** |
|---|---|---|---|
| Exhibit "A" | 3rd Grade | 1,325 | $9,275 |
| Exhibit "B" | 5th Grade | 1,346 | $9,422 |
| Exhibit "C" | 7th Grade | 360 | $2,520 |
| Exhibit "D" | AP Envr. & Aquatic Sci. | 800 | $5,600 |
| | | 3,831 | $26,817 |

PAYMENT

Receiving Party will remit payments to Performing Party within thirty (30) days for services performed under this Contract.
Payments made under this Contract
(**1**) are based on cost recovery
(**2**) will fairly compensate Performing Party for the services performed under this Contract, and
(**3**) will be made from current revenues available to Receiving Party.

TERM

The term of this Contract, unless earlier terminated in accordance with this Contract, will be:

| | | |
|---|---|---|
| Exhibit "A" | 3rd Grade | Sept. 1, 2026 - May 31, 2027 |
| Exhibit "B" | 5th Grade | Sept. 1, 2026 - May 31, 2027 |
| Exhibit "C" | 7th Grade | Sept. 1, 2026 - May 31, 2027 |
| Exhibit "D" | Envr. Aquatic Sci. | Sept. 1, 2026 - May 31, 2027 |

NOTICES

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitting to be given under any of the provisions of this Contract will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (**i**) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or
(**ii**) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Performing Party: City of McAllen
Attn: City Manager
P.O. Box 220
McAllen, Texas 78505-0220

If to Receiving Party: McAllen ISD
2000 N. 23rd St.
McAllen, Texas 78501
Phone (956) 657- 4480
Fax (956) 657- 4481

Or such other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Contract, if Receiving Party intends to deliver written notice to Performing Party pursuant to Section 2251.054, Texas Government Code, then Receiving Party will send that notice to Performing Party as follows:

City of McAllen
Attn: City Manager
PO Box 220 McAllen, TX
78505-0220

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

TERMINATION

Either party may terminate this Contract for any reason and without cause without penalty or further obligation by either party upon thirty (30) days advance written notice of termination to the other party.

INDEMNIFICATION

To the extent permitted under Texas law, MISD agrees to protect, defend, indemnify and hold harmless the City of McAllen and Quinta Mazatlán and its elected officials, employees, agents, officers and servants from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City of McAllen or Quinta Mazatlán arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this Agreement. MISD agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense. This provision is not intended to create any cause of action in favor of any third party against MISD, the City of McAllen, or Quinta Mazatlán but is intended solely to provide for indemnification of the City of McAllen and Quinta Mazatlán from liability from damages or injuries to third persons or property arising under this Contract.

OTHER PROVISIONS

Venue; Governing Law. Hidalgo County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

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

Severability. If anyone or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, Texas Government Code (the "Public Information Act"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

Rules and Regulations: Receiving Party and all students shall at all times abide by and observe the rules and regulations promulgated by Performing Party. Receiving Party understands that a student may be removed from any activity or the program by the City of McAllen or Quinta Mazatlán for non-compliance or misconduct.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

**RECEIVING PARTY**

**Name: McAllen Independent School District**

By:_____

Lucia Regalado, Board President

Approved as to form:

By: JOHNATHAN BALL (Jul 30, 2026 09:06:49 CDT)

John Ball, MISD Attorney

**PERFORMING PARTY**

**Name: City of McAllen, Quinta Mazatlán**

By: _____

Isaac Tawil, City Manager

Approved as to form:

By: _____

Austin Stevenson, City Attorney

# EXHIBITS MISD 2026-2027

## EXHIBIT "A" 3RD GRADE CONTRACT DEFINITION OF SERVICES

Contractor shall provide the following services to District at a rate of $7.00 per student, not to exceed $9,275 for UP TO 1,325 students during this Contract term.

PROGRAM TITLE: HABITATS, ADAPTATIONS & LIFE CYCLES
The program is for all District students in Grade Three (3) and will include a hands-on classroom lesson and guided interpretative tour on the trails.

SCHEDULE:

| | |
|---|---|
| Departure from School Campus | 8:15 AM |
| Arrival at Quinta Mazatlán | 8:45 AM |
| Program begins at Quinta Mazatlán | 9:00 AM |
| Departure from Quinta Mazatlán | 1:00 PM |

SCHOOL LUNCH AT QUINTA MAZATLAN:

**MISD provides** the students lunch at Quinta Mazatlán following their educational program. Lunch is the responsibility of the school. School is to pack lunches in igloos that can be carried off the bus by MISD staff and rolled up to the teaching center by MISD staff.

**QUINTA MAZATLAN provides** tables, chairs and receptacle bins for the outdoor picnic lunch in the park.

OTHER ITEMS:

- If inclement weather or other unforeseen circumstances prohibits outside time on the trails, Quinta Mazatlán has designed equivalent lesson for indoor and patio delivery of the program.

- All hands-on materials for the on-sight environmental programs are provided by the Contractor.

- City requires District to provide 1 Adult Chaperone (teacher OR parent) for every 10 students.

- City requests MISD teachers to complete a short evaluation form prior to leaving Quinta Mazatlán.

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

Contractor shall provide the following services to District at a rate of $7.00 per student, not to exceed $9,422 for UP TO 1,346 students during this Contract term.

PROGRAM TITLE: CONNECTIONS IN THE ECOSYSTEM
The program is for all District students in Grade Five (5) and will include a hands-on classroom lesson and guided interpretive tour on the trails.

SCHEDULE:

| | |
|---|---|
| Departure from School Campus | 8:15 AM |
| Arrival at Quinta Mazatlán | 8:45 AM |
| Program begins at Quinta Mazatlán | 9:00 AM |
| Departure from Quinta Mazatlán | 1:00 PM |

SCHOOL LUNCH AT QUINTA MAZATLAN:

**MISD provides** the students lunch at Quinta Mazatlán following their educational program. Lunch is the responsibility of the school. School is to pack lunches in igloos that can be carried off the bus by MISD staff and rolled up to the teaching center by MISD staff.

**QUINTA MAZATLAN provides** tables, chairs and receptacle bins for the outdoor picnic lunch in the park.

OTHER ITEMS:

- If inclement weather or other unforeseen circumstances prohibits outside time on the trails, Quinta Mazatlán has designed equivalent lesson for indoor and patio deli very of the program.

- All hands-on materials for the on sight environmental program are provided by the Contractor.

- City requires District to provide 1 Adult Chaperone (teacher OR parent) for every 10 students.

- City requests MISD teachers to complete a short evaluation form prior to leaving Quinta Mazatlán.

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

Contractor shall provide the following services to District at a rate of $7.00 per student, not to exceed $2,520 for up to 360 students during this Contract term.

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

SCHEDULE:

| | |
|---|---|
| Departure from School Campus | 8:15 AM |
| Arrival at Quinta Mazatlán | 8:45 AM |
| Program begins at Quinta Mazatlán | 9:00 AM |
| Departure from Quinta Mazatlán | 1:00 PM |

SCHOOL LUNCH AT QUINTA MAZATLAN:

**MISD provides** the students lunch at Quinta Mazatlán following their educational program. Lunch is the responsibility of the school. School is to pack lunches in igloos that can be carried off the bus by MISD staff and rolled up to the teaching center by MISD staff.

**QUINTA MAZATLAN provides** tables, chairs and receptacle bins for the outdoor picnic lunch in the park.

OTHER ITEMS:

- If inclement weather or other unforeseen circumstance prohibits outs ide time on the trails, Quint a Mazatlán has designed equivalent lesson for indoor and patio deli very of the program.

- All hands-on materials for the on sight environmental program are provided by the Contractor.

- City requires District to provide 1 Adult Chaperone (teacher OR parent) for every 10 students.

- City requests MISD teachers to complete a short evaluation form prior to leaving Quinta Mazatlán.

**EXHIBIT "D" HIGH SCHOOL AP SCIENCE CONTRACT DEFINITION OF SERVICES**

Contractor shall provide the following services to District at a rate of $7.00 per student, not to exceed $5,600 for up to 800 students during this Contract term.

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

SCHEDULE:

| | |
|---|---|
| Departure from School Campus | 8:15 AM |
| Arrival at Quinta Mazatlán | 8:45 AM |
| Program begins at Quinta Mazatlán | 9:00 AM |
| Departure from Quinta Mazatlán | 1:00 PM |

SCHOOL LUNCH AT QUINTA MAZATLAN:

**MISD provides** the students lunch at Quinta Mazatlán following their educational program. Lunch is the responsibility of the school. School is to pack lunches in igloos that can be carried off the bus by MISD staff and rolled up to the teaching center by MISD staff.

**QUINTA MAZATLAN provides** tables, chairs and receptacle bins for the outdoor picnic lunch in the park.

OTHER ITEMS:

- If inclement weather or other unforeseen circumstance prohibits outside time on the trails, Quinta Mazatlán has designed equivalent lesson for indoor and patio delivery of the program.

- All hands-on materials for the on sight environmental program are provided by the Contractor.

- City requires District to provide 1 Adult Chaperone (teacher OR parent) for every 10 students.

- City requests MISD teachers to complete a short evaluation form prior to leaving Quinta Mazatlán.

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action on Memorandum of Understanding No. 2027-093 Early Childhood Intervention Program with Easter Seals Rio Grande Valley

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District ("District") has partnered with Easter Seals Rio Grande Valley Early Childhood Intervention ("ECI") Services to provide assistance to the Regional Day School Program for the Deaf ("RDSPD") in determining if a child is potentially eligible for special education services under Part B of the Individuals with Disabilities Act ("IDEA").

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The memorandum of understanding establishes the shared duties and responsibilities of the McAllen Independent School District and Easter Seals Rio Grande Valley to provide each child enrolled in an Early Childhood Intervention Program assisted under IDEA Part C, and who will participate in preschool programs assisted under IDEA Part B, with a smooth and effective transition into the preschool programs.

LEGAL REVIEW:

The memorandum of understanding has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Memorandum of Understanding No. 2027-093 Early Childhood Intervention Program with Easter Seals Rio Grande Valley, commencing on September 1, 2026 through August 31, 2027.

**Attachment**: ☑

**SUBMITTED BY:** Liza Lara (Jul 30, 2026 08:25:09 CDT)

**SUPERVISOR:** Jeanette Nino (Jul 30, 2026 15:49:19 CDT)

For further information contact:
Name: Ms. Liza Lara, Director, Regional Day School Program for the Deaf
Office: (956) 971-4500
eMail: Liza.Lara@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 30, 2026 15:54:18 CDT)

**Superintendent of Schools**

# MEMORANDUM OF UNDERSTANDING

## Easter Seals Rio Grande Valley
## and
## McAllen ISD

## 2026-2027

### I. Overview

Pursuant to 34 CFR §300.124(a), for each child enrolled in an Early Childhood Intervention (ECI) program assisted under IDEA Part C, and who will participate in preschool programs assisted under IDEA Part B, the ECI and the Local Education Agency (LEA) are responsible for ensuring a smooth and effective transition to those preschool programs.

### II. Purpose

While the eligibility requirements for ECI programs may not be the same as the eligibility requirements for LEAs, this Memorandum, as adopted by each agency, provides for the implementation of a seamless model of services from ECI (IDEA Part C) to LEA (IDEA Part B) services for eligible children.

### III. Terms of Agreement

This Memorandum will be effective for the 2026-2027 fiscal year (September 1, 2026 through August 31, 2027); and may be expanded, modified, or amended, as needed, at any time by the unanimous consent of the signatory agencies.

### IV. Services: Deaf or Hard of Hearing (D/HH) and/or Visual Impairments (VI)

| D/HH/VI **ECI** | D/HH/VI **LEA** |
|---|---|
| 1. Will be the lead agency responsible for services available as per Part C to all infants and toddlers with disabilities, birth through two years of age.<br>a. Must develop the IFSP within 45 days of initial referral to ECI;<br>b. Must deliver new or added services to the IFSP initially within 28 calendar days of IFSP date;<br>c. Must attempt to reschedule missed or cancelled visits within 1 week of missed visit; and<br>d. Will provide training of LEA personnel on D/HH/VI documentation procedures through an online website process. | 1. Will meet all Part C requirements, including but not limited to, a family-focused process, flexible hours, full-year (year-round 52 weeks) services, time lines, and procedural safeguards for children, birth through two years of age.<br>a. Must deliver new or added services to the IFSP initially within 28 calendar days of IFSP date; and<br>b. Must document attempts to reschedule missed or cancelled visits within 1 week of missed visit.<br>c. Requirements defined by Part C as specified definitions.<br>d. Must make services available to families and be flexible in accommodating their schedules.<br>e. Extended year services does not apply to Part C – Service grids should not be altered to meet staff availability. |
| 2. Identifies and accesses all LEA services for children birth through two, with known or suspected deaf and/or visual concerns, including the development of an IFSP in | 2. As soon as possible, but in no case more than seven days, provide referrals to the local ECI program for all children under three years of age discovered through the Child Find process. |

| D/HH/VI **ECI** | D/HH/VI **LEA** |
|---|---|
| coordination with the LEA, within 45 days of referral.<br>a. Teacher of students who are D/HH (TODHH) or Teacher of students with VI (TVI) or certified orientation & mobility specialist (COMS) may provide consultation that is not child-specific to ECI staff prior to obtaining a referral with a diagnosis.<br>b. TODHH and/or TVI or COMS will provide support through technical assistance or training to assist with appropriate referrals. | a. Teacher of students who are D/HH (TODHH) or Teacher of students with VI (TVI) or certified orientation & mobility specialist (COMS) may provide consultation that is not child-specific to ECI staff prior to obtaining a referral with a diagnosis.<br>b. TODHH and/or TVI or COMS will provide support through technical assistance or training to assist with appropriate referrals. |
| 3. Provides children from birth through 2 suspected of having D/HH and/or VI with:<br><br>a. Assistance in accessing an evaluation by a licensed ophthalmologist or optometrist;<br>b. Assistance in accessing an audiological evaluation by a licensed audiologist; if the audiological assessment indicates the child is D/HH, the contractor must refer the child to an otolaryngologist, as noted in c below;<br>c. Assistance in accessing an otological examination performed by an otolaryngologist or by a licensed medical doctor with documentation that an otolaryngologist is not reasonably available;<br>d. With parent consent, refer all children who are suspected of being D/HH and/or a VI to the LEA within 5 days for an evaluation by a TODHH and/or TVI and a COMS, whichever is appropriate;<br>e. An invitation to the TODHH and/or TVI, as appropriate, to attend the initial and annual IFSP (Individualized Family Service Plan) meetings, and to other IFSP meetings when issues related to or affected by being D/HH and/or VI will be addressed;<br>f. Coordinated service delivery with the LEA and other service agencies through case management, teaming meetings, and joint visits; and<br>g. Paperwork that has been received and documented by the 20th of each month. | 3. Will keep a file on each child that contains, at a minimum, the following documentation:<br><br>Basic child and family information:<br>a. Referral information;<br>b. A copy of the eye doctor report and/or otolaryngologist and audiologist reports;<br>c. Evaluation/assessment reports;<br>d. The initial and subsequent IFSPs;<br>e. Documentation that written information about the TSBVI and/or the TSD was given to and signed by parents annually, including documentation of: parent refusal to sign; contacts and IFSP meetings that were attended or missed. (Provide ECI a copy and maintain a copy in the LEA local folder.)<br>f. For children with visual impairments, the Consent for Release of Confidential Information: Student with a Visual Impairment for TEA to release information from the January Registration of Students with Visual Impairments and, for children with deaf-blindness, permission to release information from the Deaf-Blind Child Count;<br>g. Copies of progress reports, to be copied to ECI weekly; (A copy will be given to the parent.); and<br>h. A copy of the Visual Impairment Supplement that addresses the expanded core curriculum and/or a copy of the D/HH Supplement that addresses preferred mode of communication. |
| 4. Ensures that all children are referred to the LEA of residence for evaluation and services related to a visual impairment | 4. Ensures that all children, birth through two, referred with identified or suspected visual impairments will be provided the following: |

| D/HH/VI **ECI** | D/HH/VI **LEA** |
|---|---|
| within 5 days, with appropriate written referrals and notifications including the following:<br><br>a. Referral for a functional vision evaluation and learning media assessment by a Teacher of students with Visual Impairments (TVI);<br><br>b. Referral for an Orientation and Mobility Evaluation completed by a Certified Orientation and Mobility Specialist (COMS);<br><br>c. Invitation to initial and annual IFSP meetings through a 10-day prior written notice to the TVI and COMS, as well as other IFSP meetings when issues related to or impacted by the visual impairment will be addressed; and<br><br>d. Invitation to teaming meetings for purposes of consulting with the local IFSP team to provide information and recommendations about the visual impairment.<br><br>* Services for VI included in the IFSP must be provided by ISD. | a. A functional vision evaluation and learning media assessment by a TVI;<br>b. An orientation and mobility evaluation completed by a Certified Orientation and Mobility Specialist;<br>c. Evaluations/assessments that are completed and reports provided to the ECI program within LEA timelines from signed parent consent provided by parent or ECI to the district;<br>d. A TVI and a COMS to consult with the local ECI program IFSP team in planning all aspects of the child's assessment and to participate as a member of the interdisciplinary team to determine eligibility and to develop the IFSP;<br>e. A TVI to attend as a member of the interdisciplinary team, each annual IFSP meeting, and each IFSP periodic review and associated team meetings that address issues related to and impacted by the visual impairment. In some cases, attendance may be via telephone or video conference with parent consent. The LEA may provide written request to waive the 10-day attendance notice;<br>f. Services by a TVI and a COMS, as specified by the IFSP;<br>g. Progress notes only contain information about a specific ECI child. The LEA will email copies of the notes to the ECI designated email address using a designated no later than one week following the day of the visit |
| 5. Ensures that all children are referred to the LEA of residence for evaluation and services related to being D/HH within 5 days, with appropriate written referrals and notifications including the following:<br><br>a. Referral for a communication evaluation, including sign language and oral language, conducted by a TODHH and Speech Language Pathologist;<br><br>c. Invitation to initial and annual IFSP meetings through a 10- day prior written notice to the TODHH, as well as other IFSP meetings when issues related to or impacted by being D/HH will be addressed; and | 5. Ensures that all children, birth through two, referred to the LEA with identified or suspected hearing loss will be provided the following:<br><br>a. Assessments required to determine the need for services or adaptive equipment related to being D/HH;<br>b. A TODHH to consult with the local ECI program IFSP team in planning all aspects of the child's assessment and to participate as a member of the interdisciplinary team to determine eligibility and to develop the IFSP;<br>c. Evaluations/assessments that are completed and reports provided to the ECI program within LEA timelines from signed parent consent provided by parent or by |

| D/HH/VI **ECI** | D/HH/VI **LEA** |
|---|---|
| c. Invitation to teaming meetings for purposes of consulting with the local IFSP team to provide information and recommendations about appropriate services for children who are D/HH.<br><br>* Services for children who are D/HH included in the IFSP must be provided by a TODHH. | ECI to the district;<br>d. A TODHH to attend as a member of the interdisciplinary team, each annual IFSP meeting, and each IFSP periodic review and associated team meeting that addresses issues related to and impacted by the childs hearing status. In some cases, attendance may be via telephone or video conference with parent consent. The LEA may provide written request to waive the 10-day attendance notice;<br>e. Services by a TODHH, as specified by the IFSP;<br>f. Progress notes that do not contain information about any other children. The LEA will email copies of the notes to the ECI designated email/fax address no later than one week following the day of the visit.<br>g. Necessary instructional support to ensure that communication options along the continuum are considered, including American Sign Language (ASL), English based sign systems, and/or Listening and Spoken Language; and<br>h. Information about Deaf culture, Deaf mentors, and all educational options, including TSD. |
| 6. Ensures that notification of initial, periodic review, and annual IFSP meetings are sent to the TODHH and/or TVI 10-days prior to IFSP meeting. If no response comes from LEA of residence, issues related to or affected by being D/HH and/or VI will not be addressed at that scheduled IFSP meeting. A later periodic review meeting will be scheduled in order to address issues related to or affected by being D/HH and/or VI with the TODHH and/or TVI present. | 6. Ensures that the TODHH and/or TVI will respond in writing to the 10-day prior written notice of the initial, periodic review, and annual IFSP meetings, to indicate the intention to attend or not attend or the need to reschedule. |
| 7. Ensures that TODHH and/or TVI will have the opportunity to review IFSP periodic reviews developed during unattended meetings. In the case of disagreement with IFSP changes, the TODHH and/or TVI must request in writing that the IFSP team reconvene within five days of receipt of the revised IFSP. | 7. Ensures that the TODHH and/or TVI will review and sign IFSP periodic reviews developed during unattended meetings. TODHH and/or TVI will request in writing that the IFSP team reconvene within five days of receipt of the revised IFSP if they see a need for additional discussion or changes in recommendations. |
| 8. Ensures that all families referred for services receive all rights and procedural safeguards as outlined in Part C. | 8. Ensures that all families receiving services for D/HH and/or VI will be provided with specific written information about TSBVI and TSD annually. This action is to be documented in the child's folder at the LEA, typically by a receipt document or an assurance statement. |
| 9. No Additional Requirements | 9. Ensures that each LEA will enroll all children, |

| D/HH/VI **ECI** | D/HH/VI **LEA** |
|---|---|
| | birth through two years of age, with deaf and/or visual impairments who need specialized services and include them in the Public Education Information Management System (PEIMS), in accordance with current LEA enrollment regulations for birth to 3. |
| 10. No Additional Requirements | 10. Ensures that each LEA will cooperate fully with all complaint investigations conducted under Part C or the Family Educational Rights and Privacy Act (FERPA) and all data collection efforts to the extent permitted by law. |
| 11. Recognizes that the IFSP and IFSP team meeting will replace the individualized education program (IEP) and the admission, review and dismissal (ARD) committee for children birth through two with deaf and/or visual impairments. | 11. Recognizes that the IFSP and IFSP team meeting will replace the individualized education program (IEP) and the admission, review and dismissal (ARD) committee for children birth through two with deaf and/or visual impairments. |
| 12. No Additional Requirements | 12. Recognizes that D/HH/VI children birth through age two with deaf and/or visual impairments will also follow transition process and timelines through the LEA of residence, as outlined. |

## V. Transition Process

| Transition **ECI** | Transition **LEA** |
|---|---|
| 1. By 27-33 months, strategies addressing transition must be included in the IFSP. The IFSP must include the steps ECI will take to assist the family in preparing their child for transition, which will take place on the child's 3rd birthday to:<br>• Early Childhood Special Education; or<br>• Other services that may be available, if appropriate. | 1. LEAs will collaborate with ECI programs to support parent involvement in the transition planning process, as evidenced by:<br>• Signature on MOU;<br>• Attendance at transition conferences with sharing of information related to processes / referral / evaluation with family;<br>• Preparation of agenda / script / information to be shared by ECI if an LEA representative is not present. |
| 2. Part B Potentially Eligible Notification: ECI is required to notify the LEA of children who are potentially eligible for the special education program at least 90 days before the child's 3rd birthday unless the parent opts out. ECI staff will inform the parent that opting in at a later date may impact entitlement to eligibility determination by the child's 3rd birthday. This can be done at the transition conference, in a referral packet.<br><br>In addition, with parent's consent, ECI will send to LEA (by fax or email) the initial IFSP developed along with the most recent evaluation and assessment reports. | 2. LEA will treat the **Part B Potentially Eligible Notification** as the initial referral. LEA will work with ECI to obtain written consent to determine eligibility with a recognition that a family may determine that they do not want to proceed after the transition conference. |

| Transition **ECI** | Transition **LEA** |
|---|---|
| ECI will use the definition of potentially eligible provided by the State ECI.<br><br>*IFSP teams will need to consider the 13 disability categories for special education. *Texas uses the following list of disability categories to determine if a child (aged 3-21) is eligible for special education and related services:*<br>• *Deaf or Hard of Hearing (D/HH)*<br>• *Autism (AU)*<br>• *Deaf-Blindness (DB)*<br>• *Emotional Disturbance (ED)*<br>• *Intellectual and Development Disabilities (IDD)*<br>• *Multiple Disabilities (MD)*<br>• *Non-Categorical Early Childhood**<br>• *Orthopedic Impairment (OI)*<br>• *Other Health Impairment (OHI)*<br>• *Learning Disability (LD)*<br>• *Speech Impairment (SI)*<br>• *Traumatic Brain Injury (TBI)*<br>• *Visual Impairment (VI)*<br><br>**The "Non-Categorical Early Childhood" category is not in IDEA but was added in Texas to allow preschoolers to be found eligible for special education. They do, however, still have to go through the evaluation process. In Texas, a child between the ages of 3-5 may be described as "NCEC" if he or she has been found to meet the criteria for one of the conditions below:*<br>• *Intellectual and Development Disabilities (IDD),*<br>• *Emotional Disturbance (ED),*<br>• *Specific Learning Disability (SLD), or*<br>• *Autism (AU).*<br><br>***To be eligible for special education services the child must have a disability identified in one of the categories above, AND have an educational need.***<br>*Teams may want to consider a child potentially eligible for special education if the child has a disability (or disabilities) that can be expected to adversely affect his/her ability to reach age-appropriate educational goals without direct or indirect support from a special education teacher, therapist, and/or other special educator. A disability can affect the educational process when it interferes with the child's ability to:*<br>• *Learn,* | |

| Transition **ECI** | Transition **LEA** |
|---|---|
| • *Maintain health status required to attend and participate in school,*<br>• *Navigate the school environment,*<br>• *Make and maintain positive relationship with other children,*<br>• *Communicate effectively with others,*<br>• *Understand and process verbal instruction and/or*<br>• *Manage his/her own behavior.* | |
| 3. The ECI service coordinator contacts the LEA to coordinate the transition conference (face-to-face meeting). The transition conference may occur as early as nine months prior to and no later than 90 days prior to the child's 3rd birthday. The ECI service coordinator will attend the transition conference (face-to-face meeting).<br><br>If the parent gives approval to convene the LEA Transition Conference, the contractor must:<br>(1)Meet the requirements in 34 CFR 303.342 and 303.343 which requires:<br>(A) The face-to-face attendance of the parent and the service coordinator; and<br>(B) At least one other ECI professional who is a member of the IFSP team who may participate through other means, such as: providing information, contributing face-to-face, or by telephone.<br><br>ECI will invite the LEA special education director or designee 14 days before the transition conference.<br><br>If the child referred to ECI is less than 90 days prior to the child's 3rd birthday, no transition conference is required.**however ECI will make every effort to assist family in transition process, further explanation below.** | 3. Each LEA will participate in transition planning conferences arranged by the designated local ECI program with 14 days' notice (unless waived). ECI and LEA may designate times and dates each month for transition planning conferences. In Texas, the transition planning conferences are held no later than 90 days before the child's 3rd birthday.<br><br>LEA may waive the 14-day requirement upon verbal request to convene at an earlier date.<br><br>At the transition conference, the family will meet with the LEA contact who will: (sample agenda attached - page 13)<br>• Discuss how eligibility is determined, the assessment process, and the ARD process<br>• Discuss the continuum of services that may be available to the child should the child be determined eligible for services under Part B<br>• Document the date of the transition conference, participants, and the steps discussed to determine the child's Part B eligibility.<br>• Explain timelines to determining eligibility.<br>• Follow up with the family as appropriate after the transition conference.<br>• Inform the family that if the parent decides not to refer initially, they can still request an evaluation for special education services after the age of 3.<br>By the 3rd birthday, an ARD meeting has convened and an IEP has been developed if the child is found eligible. (34 CFR §300.124; 34 CFR §300.101) Services are made available to students as determined by the ARD Committee. |
| 4. If the LEA representative is not available, ECI will conduct the transition meeting and provide the parent information about special education and related services, including a description of the Part B eligibility definitions, transition timelines, and the process for consenting to an evaluation and eligibility | 4. LEA will provide the following information to ECI:<br>• information about special education and related services, including a description of the Part B eligibility definitions;<br>• transition timelines;<br>• process for consenting to an evaluation; |

| Transition **ECI** | Transition **LEA** |
|---|---|
| determination and extended year service, as provided by LEA. | • eligibility determination; and<br>• extended year services. |
| 5. No Additional Requirements | 5. If the child's 3rd birthday occurs during the summer, the child's ARD committee shall determine eligibility, and if appropriate, determine the date when services under the IEP will begin. The ARD committee decides when services begin on an individual basis (i.e., immediately through Extended School Year [ESY] services or on the first day of the regular school year). (34 CFR §300.101(b)(2)) |
| 6. No Additional Requirements | 6. LEA will schedule a meeting to discuss evaluation and obtain consent for evaluation prior to the child's 3rd birthday.<br>The parent is provided a copy of the *Procedural Safeguards.*<br>Parent signs a receipt verifying that they have received the documents and understand the contents.<br>The LEA shall have procedures in place which meet the timeline requirements for evaluation and the initial ARD committee meeting for children referred during the summer. The ARD Committee decides when services begin for these children on an individual basis (i.e., immediately through Extended School Year [ESY] services or on the first day of the regular school year).<br>If the LEA determines that it **will not** conduct an evaluation requested by the parent of the child, the LEA will provide the parent Prior Written Notice and a copy of the *Notice of Procedural Safeguards* of this decision within five school days of the decision. (34 CFR §300.503; 19 TAC §89.1015) and explain process for Child Find.<br>With parental consent, LEA will notify ECI of decision to not conduct an evaluation. |
| 7. The ECI service coordinator may attend the evaluation upon request of the child's parent. Parent consent is required for the attendance of the ECI service coordinator at the evaluation. | 7. The LEA will conduct a full and individual evaluation (FIE) according to IDEA guidelines. (34 CFR §300.301)<br>• The LEA will review grids, goals, and documentation from ECI to identify and then notify necessary specialists for evaluation (OT, PT, TOD/HH/TVI, COMS, etc.).<br>• The LEA may accept an outside evaluation as part of the FIE to determine |

| Transition **ECI** | Transition **LEA** |
|---|---|
| | eligibility for special education services under Part B. |
| 8. The ECI service coordinator may be notified of the ARD meeting with parent consent. | 8. The LEA will schedule an ARD meeting with the family to review the results of the evaluation. LEAs will invite the ECI service coordinator to the initial ARD committee meeting at the request of the parent. |
| 9. The ECI service coordinator may attend the ARD meeting as requested by the parent or the LEA. Parent consent is required for the attendance of the ECI service coordinator at the request of the LEA. The ECI service coordinator is not a member of the ARD team, but is available to provide information and support. | 9. During the ARD meeting, the evaluation results are discussed and the eligibility determination is made. If the child is determined eligible for special education services under Part B, the IEP is developed (34 CFR §300.323)<br>• The ARD committee determines placement based on the least restrictive environment (LRE), within a continuum of services in which a child's IEP goals can be achieved.<br>• The parent must provide consent for initial placement prior to initiation and implementation of special education services.<br>• The parent reserves the right to not provide consent for the initial provision of special education and related services.<br>• The parent reserves the right to revoke consent for special education services at any time.<br>• With parental consent LEA will notify ECI when the LEA refuses to initiate an evaluation or the ARD committee finds the child not eligible for special education services or parental refusal of services. |
| 10. ECI will continue to provide full IFSP services until the child's 3rd birthday. | 10. The LEA will provide services as outlined in the IEP. |

**Procedures for Children Referred to ECI Less Than 90 Days Before the Child's 3rd Birthday**

| 90 Days **ECI** | 90 Days **LEA** |
|---|---|
| 1. If a child is referred to ECI 6 months to 45 days prior to child's 3rd birthday, ECI will develop transition steps and strategies with the family at the IFSP meeting. | 1. See https://spedsupport.tea.texas.gov/resource-library/guide-early-transitions-texas Page 17 ECI Transition Flowchart |
| 2. If a child is referred to ECI between 90 to 45 days prior to their 3rd birthday, ECI will make a determination of potential eligibility, as soon as possible, and will notify the LEA, unless the parent opts out. A transition conference is not required but will be attempted to be scheduled with the LEA. The LEA will be notified of the reason for the delay. | 2. See https://spedsupport.tea.texas.gov/resource-library/guide-early-transitions-texas Page 17 ECI Transition Flowchart |
| 3. If a child is referred to ECI fewer than 45 days before the child's 3rd birthday, the IFSP team is not required to conduct pre-enrollment, evaluation, or IFSP. ECI will refer child directly to the LEA with written parent consent, if the child appears to be potentially eligible. | 3. See https://spedsupport.tea.texas.gov/resource-library/guide-early-transitions-texas Page 17 ECI Transition Flowchart |

**VI. Signatures:**

We have reviewed and adopted this Memorandum of Understanding between McAllen Independent School District (LEA) and Easter Seals Rio Grande Valley.

**On behalf of** McAllen Independent School District (LEA).

| | Lucia Regalado | Board President | |
|---|---|---|---|
| *Signature* | *Printed Name* | *Title* | *Date* |
| *Signature* | *Printed Name* | *Title* | *Date* |

Approved as to form

by: JOHNATHAN BALL (Jul 27, 2026 10:18:45 CDT)

Johnathan Ball, Staff Attorney

**On behalf of Easter Seals Rio Grande Valley:**

| Patricia Rosenlund | Patricia Rosenlund | Executive Director | 7-15-26 |
|---|---|---|---|
| *Signature* | *Printed Name* | *Title* | *Date* |

Transition Contact for
Easterseals Rio Grande Valley:
Chrystal Foale
ECI Assistant Director
cfoale@easterseals-rgv.org
956-631-9171
956-291-7600

## Attachment: Definitions:

| Word / Acronym | Definition |
|---|---|
| **ARD** | Admission Review and Dismissal Meeting held to determine eligibility, and if the child is eligible to put services in place through the LEA children (ages 3-21); similar to an IFSP meeting |
| **COMS** | Certified Orientation and Mobility Specialist; person certified to teach individuals with visual impairments to travel safely, confidently, and independently in their environment |
| **D/HH** | Deaf / Hard of Hearing |
| **ECI** | Early Childhood Intervention; a statewide program for families with children, birth-to-three, with disabilities and developmental delays |
| **ECS** | Early Childhood Services |
| **ECSE** | Early Childhood Special Education |
| **EIS** | Early Intervention Specialist; credentialed professional who meets specific educational requirements established by HHS ECI and has specialized knowledge in early childhood cognitive, physical, communication, social-emotional, and adaptive development |
| **ESC 1** | Education Service Center Region 1 |
| **ESY** | Extended School Year |
| **IDEA Part B** | Individuals with Disabilities Education Act - Part B<br>A federal program that provides grants to states to assist in providing a free appropriate public education in the least restrictive environment for children with disabilities ages 3 through 21 |
| **IDEA Part C** | Individuals with Disabilities Education Act - Part C<br>A federal grant program that assists states in operating a comprehensive statewide program of early intervention services for infants and toddlers with disabilities, ages birth through age 2 years, and their families |
| **IEP** | Individualized Education Plan used to define services for children (ages 3-21) |
| **IFSP** | Individualized Family Service Plan as defined in 34 CFR §303.20. A written plan of care for providing early childhood intervention services and other medical, health and social services to an eligible child and the child's family when necessary to enhance the child's development. |
| **IFSP Team** | An interdisciplinary team that meets the requirements in 34 CFR §303.24(b) (relating to Multidisciplinary), and develops, reviews, modifies, and approves the IFSP and includes the parent, service coordinator, all ECI professionals providing services to the child, as planned on the IFSP, Teacher of students who are Deaf/Hard of Hearing (TODHH), as appropriate, and/or Teacher of students with Visual Impairments (TVI) and COMS, as appropriate |
| **LEA** | Local Education Agency; a term commonly used to mean a school district or charter school |
| **Limited Personally Identifiable Information** | The child's and the parent's names, addresses, and phone number; child's date of birth; service coordinator's name; language spoken by the child and family |
| **LRE (LEA)** | Least Restrictive Environment<br>A law under IDEA that students with disabilities receive their education, to the maximum extent appropriate, with nondisabled peers and that special education students are not removed from regular classes unless, even with supplemental aids and services, education in regular classes cannot be achieved satisfactorily. [20 United States Code (U.S.C.) Sec. 1412(a)(5)(A); 34 Code of Federal Regulations (C.F.R.) Sec. 300.114.] |
| **Natural Environment (ECI)** | As defined in 34 CFR §303.26, natural environments are settings that are natural or typical for a same- aged infant or toddler without a disability. They may include the home or community settings and must be consistent with the provisions of 34 CFR §303.126.<br>(What are not natural environments? Hospitals, clinics, rehab centers, therapist's offices, group home settings.) |

| Word / Acronym | Definition |
|---|---|
| | Settings that individual families identify as natural or normal for their family, including the home, neighborhoods, and community settings in which children without disabilities participate. |
| **Part B Potential Eligibility Notification** | Information sent to the school to begin the referral process; similar to the former 90-day referral |
| **Prior Written Notice** | The school district must provide a written notice (information received in writing) whenever the school district:<br>(1) Proposes to begin or change the identification, evaluation, or educational placement of a child or the provision of a free appropriate public education (FAPE) to a child; or<br>(2) Refuses to begin or change the identification, evaluation, or educational placement of a child or the provision of FAPE to a child.<br>The school district must provide the notice in understandable language (34 CFR §300.503(c)). |
| **Procedural Safeguards** | This document gives a parent of a child with a disability a description of their legal rights, or procedural safeguards, under the Individuals with Disabilities Education Act (IDEA). Part B and Part C |
| **Receiving services** | Date eligibility for ECI / Part C services is determined. Note this is definition is different from the date for initiation of services for Part B |
| **RDSPD** | Regional Day School Program for the Deaf |
| **Service Coordinator** | The ECI employee or subcontractor who:<br>(1) Meets all applicable requirements in Subchapter C of this chapter (relating to staff qualifications);<br>(2) Is assigned to be the single contact point for the family;<br>(3) Is responsible for providing case management services as described in §108.405 of this title (relating to Case Management Services); and<br>(4) Is from the profession most relevant to the child's or family's needs or is otherwise qualified to carry out all applicable responsibilities. |
| **SPP12** | State Performance Plan Indicator 12 for federal data collection on Early Childhood Transition from Part C to Part B, required of LEA |
| **TEA** | Texas Education Agency is the state agency that oversees primary and secondary public education to provide leadership, guidance and resources to help schools meet the educational needs of all students. |
| **TODHH** | Teacher of students who are Deaf/Hard of Hearing; teacher certified to work with students who are Deaf/Hard of Hearing |
| **Transition Conference** | Face-to-face meeting with LEA, ECI, and parent; coordinated by ECI |
| **TSBVI** | Texas School for the Blind and Visually Impaired |
| **TSD** | Texas School for the Deaf |
| **TVI** | Teacher of students with Visual Impairments; a teacher certified to work with students with visual impairments |
| **VI** | Visual Impairment |

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action on No. 2027-085 Field Site Affiliation Agreement for Education Programs between McAllen Independent School District and Walden University.

REFERENCE: Goal 2 People Development, Strategy 5 Partnership with Business/Civic/Educational Organization

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Walden offers state-approved teacher and principal preparation programs at both the baccalaureate and post-baccalaureate levels, and seeks to partner with field sites for student placements.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

This agreement allows McAllen Independent School District and Walden University to collaborate and provide high-quality clinical experiences that are central to the preparation of students and mutually share responsibility to develop student knowledge, skills, and professional dispositions to demonstrate a positive impact on student development and diverse P-12 student learning and development.

LEGAL REVIEW:

Agreement has been approved by legal.

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve agreement No. 2027-085 Field Site Affiliation Agreement for Education Programs between McAllen Independent School District and Walden University, effective through July 31, 2031.

**Attachment**: ☑

**SUBMITTED BY:** Alberto Canales
Alberto Canales (Jul 30, 2026 10:33:30 CDT)

**SUPERVISOR:** Lorena Garcia
Lorena Garcia (Jul 30, 2026 11:02:49 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resource Officer
Office: 956-618-6000
eMail: albert.canales@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 30, 2026 14:02:00 CDT)

**Superintendent of Schools**

WALDEN UNIVERSITY

SET A COURSE FOR CHANGE™

# FIELD SITE AFFILIATION AGREEMENT
# EDUCATION PROGRAMS

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of the final signature below by and between WALDEN UNIVERSITY, LLC, located at 100 Washington Avenue South, Suite 1210, Minneapolis, MN 55401 ("Walden") and McAllen Independent School District located at 2000 North 23rd Street McAllen, TX 78501 ("Field Site").

## RECITALS

WHEREAS, Walden offers state-approved baccalaureate and post-baccalaureate teacher preparation programs and post-baccalaureate principal preparation programs (the "Programs") and seeks to partner with field sites for educational field experiences for Walden students (the "Students");

WHEREAS, field experiences shall include field experiences and/or demonstration teaching experiences conducted at the Field Site (collectively "Field Experience Program");

WHEREAS, the Field Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, Walden and the Field Site mutually desire to collaborate to provide high quality clinical experiences that are central to the preparation of Students and mutually share responsibility to develop Student knowledge, skills, and professional dispositions to demonstrate a positive impact on Student development and diverse P-12 student learning and development.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

## I. TERM AND TERMINATION

This Agreement shall commence on August 1, 2026 (the "Effective Date") and shall continue for a period of five (5) years (the "Term"). Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days' prior written notice to the other party. In the event of termination or expiration of this Agreement before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

## II. WALDEN RESPONSIBILITIES

A. Walden agrees to refer to the Field Site only those Students who have completed the prerequisite course of study as determined by Walden.

B. Walden shall provide a field education coordinator (the "Walden Coordinator") who will act as a liaison between Walden and the Field Site and coordinate the Field Experience Program with the Field Site.

C. Walden shall provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including program expectations, required hours and supervision requirements. The Field Experience Program expectations will vary based on the Student's program.

D. Walden maintains student professional liability insurance with a single limit of no less than Two Million Dollars ($2,000,000) per claim and Four Million Dollars ($4,000,000) annual aggregate and general liability insurance with a single limit of no less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate, with umbrella liability coverage in amounts no less than One Million Dollars ($1,000,000). Such general liability insurance policies shall provide additional coverage to Walden's Students. Walden shall provide the Field Site with proof of coverage upon request.

E. Walden is responsible for providing requests for field experience placements to the Field Site, including the qualifications required of Mentors at the Field Site who will host the Students.

F. Walden is responsible for informing the Student that they must follow Field Site curriculum and policies, and all Field Site classroom rules and procedures, including Family Educational Rights and Privacy Act of 1974 (FERPA) compliance. Walden is responsible for coordinating the provision of required information described in Section IV.B. upon notification by the Field Site of its request for such information.

G. If the Field Site accepts honoraria or stipends, Walden is responsible for awarding honoraria or stipends to the Field Site personnel in accordance with Appendix A.

## III. FIELD SITE RESPONSIBILITIES

A. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the Mentor for each Student, based on Walden's field experience placement requests; selected Mentors must be mutually agreeable to Walden and Mentor qualifications will be shared with Walden upon request. The Mentor is responsible for conferring with Walden regularly throughout the Student's Field Experience and communicating any concerns regarding the Student to Walden.

B. The Field Site shall provide learning experiences for the Students that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

C. Where applicable, the Mentor at the Field Site shall provide the Students with an orientation familiarizing students with all applicable state and federal laws and regulations as they pertain to the Field Site.

D. The Field Site shall ensure that the Students practice within all applicable state and federal laws, regulations, and licensing board eligibility requirements as they pertain to practice at the Field Site and within the guidelines of any applicable professional ethics codes. The Field Site shall provide resources to Students for exploring and resolving any ethical conflicts that may arise during field training.

E. The Mentor shall complete all written evaluations of the Students' performance according to the timeline established by Walden. The Mentor understands that a portion of the Students' evaluation in the teacher preparation programs consists of review of demonstration teaching skills, and that four (4) demonstration teaching evaluations will be recorded. The Mentor agrees to assist the Student with obtaining appropriate parental/guardian consent to facilitate such recordings.

F. The Field Site reserves the right to dismiss at any time any Student whose health condition, conduct or performance is a detriment to the Student's ability to successfully complete the Field Experience Program at the Field Site or jeopardizes the health, safety or well-being of any students or employees of the Field Site. The Field Site Coordinator or assigned Mentor shall promptly notify the Walden Coordinator and/or Walden Supervisor of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Site will, however, have final authority to dismiss any Student from the Field Experience Program. Walden is responsible for informing the Student and will follow the program dispositional concern process. The Field Site is responsible for immediately notifying Walden by emailing educationfield@mail.waldenu.edu if the Field Site wishes to remove, reassign, or discontinue a placement of a Student.

G. If available at the Field Site, the Field Site agrees to provide emergency health care services for Students for illnesses or injury on the same basis as that which is provided to Field Site employees. With the exception of emergency care, the Students are responsible for providing for their own medical care needs. In the event that Field Site does not have the resources to provide such emergency care, Field Site will refer such Students to the nearest emergency facility.

H. The Field Site shall ensure adequate workspace for the Students and shall permit the use of instructional resources such as the library, procedure manuals, and student records as required by the Field Experience Program. Field Site shall provide Students with training on Field Site safety protocols, as applicable, and provide prompt notice to Walden of any situation involving threatened hazards or harm that may adversely impact the health or safety of Students.

I. The Field Site maintains general and professional liability insurance (or comparable coverage under a program of self-insurance) for itself and its employees with a single limit of no less

than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate. The Field Site shall provide Walden with proof of coverage upon request.

J. The Field Site is responsible for informing Walden if the Student is required to submit any information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs. The Field Site is responsible for determining if the documentation meets Field Site policies and guidelines.

## IV. STUDENT RESPONSIBILITIES

Walden shall inform Students that they are responsible for the following:

A. Students shall agree to abide by the rules, regulations, curriculum, policies and procedures of the Field Site and shall abide by the requirements of all applicable laws.

B. Students shall arrange for and provide to Field Site any required information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs. It is incumbent on the Field Site, however, to inform Walden what information is required of the students prior to the beginning of the field experience.

C. Students are responsible, in the teacher preparation programs, for adhering to the Code of Ethics of Minnesota Teachers (Rule 8710.2100) and the Code of Ethics for the state in which the Student completes their field experience, and exemplify the attitudes, actions and professional dispositions as outlined in the program's Field Experience and Demonstration Teaching Handbook.

D. Students are responsible, in the principal preparation programs, for adhering to the Minnesota Code of Ethics for School Administrators (Rule 3512.5200, subpart 2), the Licensure Code of Professional Conduct for Ohio Educators, and the Code of Ethics for the state in which the Student completes their field experience.

## V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, the parties acknowledge and agree that the Field Site has an educational interest in the educational records of the Student participating in the Program to the extent that access to those records is required by the Field Site in order to carry out the Field Experience Program. Field Site and Walden shall only disclose such educational records in compliance with FERPA.

B. The Field Site and Walden will promote a coordinated effort by evaluating the Field Experience Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation. The parties agree to jointly identify and address real problems of practice that Students will experience in their engagement with P-12 students. Further, the parties shall select, prepare, evaluate and support high quality educators who demonstrate a positive impact on Student's development and diverse P-12 student learning and development.

C. Both parties will work with Students to ensure that hours completed by Students as part of their Field Experience Program will be eligible to meet the supervised field experiences requirements of the relevant state licensing board.

D. The parties agree that Students training at the Field Site under this Agreement will have the status of Students in training and will not be considered employees of the Field Site or any of Field Site's subsidiaries or affiliates by virtue of participation in the Field Experience Program and shall not, solely as a result of participation in the Field Experience Program, be entitled to compensation, remuneration or benefits of any kind.

In the event that a Student is an employee or independent contractor of the Field Site, Field Site and Walden acknowledge and agree that Field Site (a) alone employs its employees of Field Site, and contracts with its independent contractors and is responsible for any compensation paid, regardless of whether Field Site's employee or independent contractor is completing Field Site employment Hours or Field Experience Hours, (b) will pay, or be responsible for any salary, compensation, withholdings as required by law, unemployment insurance, or benefits (including disability benefits) for its employees or independent contractors, as applicable, and (c) assumes all responsibility and liability that may be imposed upon an employer under any law, regulations, or ordinance, including any wage or obligations.

In the event that Field Site chooses to provide compensation, remuneration or benefits of any kind to Students outside of an employment or independent contractor relationship, Field Site and Walden acknowledge and agree that Field Site (a) alone will pay, or be responsible for any compensation, remuneration, or benefits provided to Students and (b) assumes all responsibility and liability for any such compensation, remuneration, or benefits under any law, regulation, or ordinance.

E. The Field Site and Walden agree that Students will have equal access to their respective programs and facilities without regard for any legally protected status. Field Site and Walden will comply with all applicable non-discrimination laws in providing services hereunder.

F. Field Site represents that it has policies in place that are consistent with applicable laws to prevent and report instances of sexual harassment, sexual discrimination, and sexual misconduct and it will comply with these policies during its participation in the Field Experience

Program. In the event that Field Site does not have such policies in place, it shall abide by Walden's Code of Conduct located at https://www.waldenu.edu/legal/student-safety-title-ix with regard to Walden's Students.

G. The parties understand that Walden is an online institution; therefore, there will be no on-site faculty presence from Walden on Field Site premises. Notwithstanding the foregoing, the Field Site agrees that it will allow representatives of the Walden and/or agencies responsible for approval of the Field Sites for the Field Experience Program or accreditation of the applicable Program curriculum to conduct visits to Field Site premises, in-person or virtually.

H. Field Site agrees to notify Walden of any internal or external allegations or reports of misconduct pertaining to a Student's participation in the Field Experience Program, including but not limited to sexual harassment complaints and ethic investigations, and provide the contact information of the individual responsible for Field Site's investigations. In the event a Student notifies the Walden of sexual misconduct by the Field Site, the Mentor or employee of the Field Site, or another Student in the program, pursuant to Title IX of the Education Amendments of 1972 ("Title IX"), Walden will investigate and the parties will make reasonable efforts to cooperate with the investigation. The parties agree to meet and confer regarding any investigations including but not limited to on-site investigations pertaining to any Student(s), Mentor(s), agents, or employees of the Field Site.

I. The terms and conditions of this Agreement may be amended only by written instrument executed by both parties.

J. This Agreement is nonexclusive. The Field Site and Walden reserve the right to enter into similar agreements with other institutions.

K. This Agreement shall be governed by the laws of the State of Minnesota.

L. Any notice required hereunder shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid). Notices to Walden shall be sent to the Walden Coordinator at Walden University, LLC; 100 Washington Avenue South, Suite 1210; Minneapolis, MN 55401; with a copy to: Covista Inc., 233 S. Wacker Drive, Suite 800, Chicago, IL 60606, Attn: General Counsel. Notices to Field Site shall be sent to the following address: 2000 North 23rd Street
McAllen, TX 78501

M. Each party agrees to indemnify, defend, and hold harmless the other from all losses or liabilities resulting from the negligence or willful misconduct of the indemnifying party and/or its employees or agents arising under this Agreement, except to the extent such losses or liabilities are caused by the indemnified party's negligence or willful misconduct.

N. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof. This Agreement

and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties agree that delivery of an executed counterpart signature hereof by facsimile transmission, or in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

O. Each person signing this Agreement on behalf of a party represents to the other party that the execution and performance of this Agreement is duly authorized to sign this Agreement on behalf of the party and that this Agreement constitutes a valid and binding agreement of such party, enforceable according to its terms.

P. This Agreement will be binding upon and inure to the benefit of each of the parties, their successors, and assigns. Neither party may assign this Agreement or assign its rights or delegate its duties hereunder without the prior written consent of the other party (except in connection with a merger, sale of all or substantially all of a party's assets, or other form of corporate reorganization of that party) and any purported assignment in violation of this Section will be without force or effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

WALDEN UNIVERSITY, LLC

By: _____
(signature)

Name: Kelley L. Costner
(Print name)

Title: Vice Provost, Division of Healthy Communities and Organizations

Date: May 5, 2026

FIELD SITE

By: _____
(signature)

Name: Lucia Regalado
(Print name)

Title: President, Board of Trustees

Date: _____

Approved as to form

by: JOHNATHAN BALL (Jul 22, 2026 10:38:01 CDT)
Johnathan Ball, Staff Attorney

WALDEN UNIVERSITY

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## APPENDIX A

### Honoraria or Stipends

If Honoraria or Stipends are accepted by the Field Site, the Field Site warrants that payments or other things of value provided by Walden under this Agreement will be used for the benefit of the Field Site Mentors who are providing services under the Agreement, and not for the personal benefit of any individual who might influence the awarding of field experience positions for Walden Students. A Field Site Mentor acting as a Cooperating Teacher who mentors a Student for a 12-week or longer Demonstration Teaching experience in a Teacher Preparation Program will receive a $400 stipend after being setup as a vendor with Walden and completing the required observations, evaluations, a midterm survey, and a final survey of the Student. Walden holds the right to pro-rate stipends for the Field Site Mentor if the employee does not mentor the Student for the required number of weeks. Walden also holds the right to withhold the stipend if the Field Site Mentor does not submit the required documentation within the Demonstration Teaching experience start and end dates.

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1014 Advertising, Marketing, Media and Related Products and Services (Round 6)

REFERENCE: Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environments

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District solicited proposals for Advertising, Marketing, Media and Related Products and Services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/ Catalog/Discount-from-List Contract Awards." This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis upon the Board of Trustees' approval. Eighteen (18) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Four hundred fifteen (415) vendors were invited to submit proposals, and fifteen (15) vendors responded, including one (1) no-bid responses, four (4) non-responsive vendors, and one (1) previously awarded with no changes. The evaluation committee, comprised of Felicia Villarreal, Director for Marketing & Communications; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Sandra Pulido, Buyer, evaluated the proposals. Administration is recommending that the nine (9) companies on the attached list be awarded as a qualified vendors, for a total of twenty-seven (27) vendors.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request for Proposal No. 2024-1014 Advertising, Marketing, Media and Related Products and Services (Round 6), and award vendors on the attached list, for a coterminous term through June 30, 2027

**Attachment**: ☑

**SUBMITTED BY:** FELICIA VILLARREAL (Jul 30, 2026 09:47:01 CDT)

**SUPERVISOR:** Alberto Canales (Jul 30, 2026 10:32:58 CDT)

For further information contact:
Name: Mrs. Felicia Villarreal, Director for Marketing & Communications
Office: 956-618-6023
eMail:FELICIA.VILLARREAL@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 30, 2026 14:04:13 CDT)

**Superintendent of Schools**

RECOMMENDED VENDORS
Request for Proposal No. 2024-1014
Advertising, Marketing, Media and Related Products and Services (Round 6)

| No. | Vendor Name | City | State | Recommendation |
|---|---|---|---|---|
| 1 | EdVantage Strategy Group Inc | Georgetown | TX | Qualified |
| 2 | KGBT/KVEO/NVEO/KVEO.COM / SVEO / IKVEO (Nexstar Media Inc) | Harlingen | TX | Qualified |
| 3 | Leap Group (Leap Group Network LLC) | Louisville | KY | Qualified |
| 4 | McCray Consulting Squared, LLC (Mc2) (Loren McCray) | Houston | TX | Qualified |
| 5 | MDG Productions Inc | Addison | TX | Qualified |
| 6 | Outreach Strategists, LLC | Houston | TX | Qualified |
| 7 | Target River (Target River BE, Inc.) | Salt Lake City | UT | Qualified |
| 8 | Urban Slide LLC | Houston | TX | Qualified |
| 9 | Versa Printing, Inc. | Dallas | TX | Qualified |

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action on the Resolution to the Board of Trustees Identifying Hazardous Traffic Conditions for the School Year 2026-2027.

REFERENCE: Goal 3: Facility Priorities; Strategy 3: Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

To establish funding eligibility for the transportation of students in a hazardous-traffic area, the district must define the hazardous traffic conditions that exist within two miles of a campus. In accordance with the Texas Education Code §42.155(d), the board shall provide to the commissioner of education (1) a current definition of hazardous traffic conditions applicable to the district; and (2) identify specific hazardous traffic areas eligible for route service.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The attached Resolution lists the District's hazardous traffic conditions. Districts must provide the report to the Texas Education Agency annually to establish funding eligibility. The effective date of funding eligibility is the date the board approves the Resolution.

LEGAL REVIEW:

None .

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees Approve the Resolution Identifying Hazardous Traffic Conditions for the School Year 2026-2027.

**Attachment**: ☑

**SUBMITTED BY:** EDUARDO BARNHART (Jul 29, 2026 09:07:31 CDT)

**SUPERVISOR:** Lorena Garcia (Jul 29, 2026 09:40:20 CDT)

For further information contact:
Name: Eduardo Barnhart
Office: (956) 632-3211
Email: eduardo.barnhart@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 29, 2026 09:51:57 CDT)

**Superintendent of Schools**

# RESOLUTION OF THE BOARD OF TRUSTEES
# REGARDING HAZARDOUS
# TRAFFIC CONDITIONS

**WHEREAS,** Texas Education Code 42.155(d) allows the Board of Trustees of McAllen Independent School District to obtain supplemental state funding for transporting regular, otherwise ineligible students who live within two miles of their school but who would be subject to hazardous traffic conditions if they walked to school;

**WHEREAS,** the Texas Education Agency Handbook on School Transportation Allotments requires the Board to adopt language providing the definition of hazardous traffic conditions applicable to the District and identifying the specific hazardous areas for which such funding is requested;

**WHEREAS,** the Board acknowledges the Texas Education Code 42.155(d) provisions stating that a hazardous condition exists where no walkway is provided and children must walk along or cross a freeway or expressway, an underpass, an overpass or a bridge, an uncontrolled major traffic artery, an industrial or commercial area, or another comparable condition; and

**NOW THEREFORE** be it resolved that the Board of Trustees of McAllen Independent School District has defined hazardous traffic conditions in the same manner as stated in Texas Education Code 42.155(d) and has identified the following specific hazardous areas in which such conditions exist;

1. *The blocks bounded by Peach Avenue, Ware Road, Bentsen Road and Business 83.*
2. *The blocks bounded by Uvalde Avenue, 23rd Street, El Rancho Road and 20th Street.*
3. *The blocks bounded by Ware Road, Neuhaus Drive, US Expressway 83 and Bentsen Road.*
4. *The blocks bounded by Avocet Avenue, Ware Road, Bentsen Road and Nolana Avenue.*
5. *The blocks bounded by Gull Avenue, Ware Road, Three Mile Line Road and 29th Street.*
6. *The blocks bounded by Gull Avenue, Nolana Avenue, 23rd Street and 29th Street.*
7. *The blocks bounded by Camellia Avenue, 23rd Street, Pecan Avenue and Bicentennial Boulevard.*
8. *The blocks bounded by Pecan Avenue, Bicentennial Boulevard, Kendlewood Avenue and 10th Street.*
9. *The blocks bounded by US Expressway 83, 23rd Street, Uvalde Avenue and Bicentennial Boulevard.*
10. *The blocks bounded by 10th Street, Bicentennial Boulevard, Business 83 and Wichita Avenue.*
11. *The blocks bounded by US Expressway 83, 10th Street, Jackson Road and Military Highway.*
12. *The blocks bounded by 10th Street, Business 83, US Expressway 83 and Jackson Avenue.*
13. *The blocks bounded by Bentsen Road, Auburn Avenue, Ware Road and Dove Avenue.*
14. *The blocks bounded by Ware Road, 33rd Street, Auburn Avenue and Lark Avenue.*
15. *The blocks bounded by 29th Street, 23rd Street, Lark Avenue and Auburn Avenue.*
16. *The blocks bounded by Colonel Rowe Boulevard, Nolana Avenue, 10th Street and Five Mile Line Road.*
17. *The blocks bounded by Colonel Rowe Boulevard, Trenton Avenue, Five Mile Line Road and Cynthia Avenue.*

I8. *The blocks bounded by Hawk Avenue, Colonel Rowe Boulevard, McColl Road and Nolana Avenue.*

19. *The blocks bounded by Ware Road, Military Highway, Bentsen Road and Yuma Avenue.*
20. *The blocks bounded by Olga Avenue, Ware Road, Balboa Avenue and 33rd Street.*
21. *The blocks bounded by Military Highway, Ware Road, 23rd Street and Acapulco Avenue.*
22. *The blocks bounded by 23rd Street, Military Highway, Acapulco Avenue and 10th Street.*
23. *The blocks bounded by Colonel Rowe Boulevard, Fern Avenue, McColl Road and Business 83.*
24. *The blocks bounded by Nolana Avenue, 23rd Street, Bentsen Road and Vine Avenue.*
25. *The blocks bounded by Ware Road, Hibiscus Avenue, 23rd Street and Nolana Avenue.*
26. *The blocks bounded by Bicentennial Boulevard, 23rd Street, Camellia Avenue and Dove Avenue.*
27. *The blocks bounded by Nolana Avenue, Bicentennial Boulevard, Dove Avenue and 10th Street.*
28. *The blocks bounded by 10th Street, Nolana Avenue, Fern Avenue and McColl Road.*
29. *The blocks bounded by Bentsen Road, 10th Street, Auburn Avenue and Oxford Avenue.*
30. *The blocks bounded by Auburn Avenue, 23rd Street, Trenton Avenue and 10th Street.*
31. *The blocks bounded by 23rd Street, 17th Street, Trenton Avenue and Dove Avenue.*
32. *The blocks bounded by 23rd Street, US Expressway 83, Bicentennial Boulevard and Business 83.*
33. *The blocks bounded by Ware Road, Bentsen Road, Business 83 and US Expressway 83.*
34. *The blocks bounded by 29th Street, Ware Road, Business 83 and US Expressway 83.*
35. *The blocks bounded by Ware Road, Agusta Avenue, Elmira Avenue and 26th Street.*
36. *The blocks bounded by 27th Street, Elmira Avenue, 33rd Street and Olga Avenue.*

*37. The blocks bounded by Agusta Avenue, Military Highway, Bentsen Road and 10th Street.*
*38. The blocks bounded by El Rancho Road, 23rd Street, Jordan Avenue and 20th Street.*
*39. The blocks bounded by Nolana Avenue, 10th Street, Hobbs Road and McColl Road.*
*40. The blocks bounded by Pecan Avenue, Business 83 and Colonel Rowe Boulevard, and 10th Street.*
*41. The blocks bounded by Nolana Avenue, Colonel Rowe Boulevard, Pecan Avenue and 10th Street.*
*42. The blocks bounded by La Vista Avenue, South "J" Street, Colonel Rowe Boulevard and Nolana Avenue.*
*43. The blocks bounded by Three Mile Line Road, Five Mile Line Road, Bentsen Road and 23rd Street.*
*44. The blocks bounded by Ware Road, Three Mile Line Road, Bentsen Road and Daffodil Avenue.*
*45. The blocks bounded by Nolana Avenue, Ware Road, Daffodil Avenue and 23rd Street.*
*46. The blocks bounded by Quamasia Avenue, 25th Street, Orchid Avenue and 23rd Street.*
*47. The blocks bounded by Business 83, Ware Road, US Expressway 83 and 23rd Street.*
*48. The blocks bounded by Whitewing Avenue, Daffodil Avenue, Bentsen Road and Ware Road.*
*49. The blocks bounded by Trenton Avenue, Daffodil Avenue, 23rd Street and 10th Street.*
*50. The blocks bounded by 10th Street, Camellia Avenue, 23rd Street and US Expressway 83.*
*51. The blocks bounded by Colonel Rowe Boulevard, Business 83 and US Expressway 83.*
*52. The blocks bounded by US Expressway 83, Bales Road, Cynthia Avenue and 23rd Street.*
*53. The blocks bounded by Dove Avenue, 23rd Street, Nolana Avenue and 10th Street.*
*54. The blocks bounded by Nolana Avenue, Bicentennial Avenue, 10th Street and Pecan Avenue.*
*55. The blocks bounded by Pecan Avenue, 23rd Street, US Expressway 83 and Colonel Rowe Boulevard.*
*56. The blocks bounded by N. Center Street, Sunflower Avenue, 23rd Street and Pecan Avenue.*
*57. The blocks bounded by Dove Avenue, 23rd Street, Daffodil Avenue and Bentsen Road.*
*58. The blocks bounded by Business 83, 23rd Street, US Expressway 83 and Bentsen Road.*
*59. The blocks bounded by 23rd Street, Pecan Avenue, Bicentennial Boulevard and Business 83.*
*60. The blocks bounded by 10th Street, Pecan Avenue, Bicentennial Boulevard and Camellia Avenue.*
*61. The blocks bounded by 10th Street, Colonel Rowe Boulevard, Pecan Avenue and Business 83.*
*62. The blocks bounded by Trenton Avenue, Colonel Rowe Boulevard, Cynthia Ave and Hobbs Avenue.*
*63. The blocks bounded by McColl Road Nolana Avenue, N. K Center and Dove Avenue.*
*64. The blocks bounded by 23rd Street, Bentsen Road, Pecan Boulevard and Daffodil Avenue.*
*65. The blocks bounded by Lark Avenue, Dove Avenue, Ware Road and 23rd Street.*
*66. The blocks bounded by US Expressway 83, Jordan Road, 23rd Street and Ware Road.*

READ, CONSIDERED, PASSED, APPROVED AND ADOPTED THIS THE 11th DAY OF AUGUST, 2026.

MCALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Lucia Regalado, President
Board of Trustees
McAllen Independent School District

ATTEST:

By: _____
Roberto A. Haddad, Secretary
Board of Trustees
McAllen Independent School District

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action on Memorandum of Understanding ("MOU") No. 2027-090 Community-Based Prekindergarten Provider with Loving Angels Child Development Center, LLC.

REFERENCE: Goal 2 People Development, Strategy 5 Partnership with Business/Civic/Educational Organization

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

House Bill 3, passed by the 86th Texas Legislature, allowed for the expansion of Prekindergarten programs into childcare and early learning centers. The District has been collaborating with qualified early learning centers within our community to place a certified MISD teacher on site, and provide a high quality Prekindergarten program to more children since 2020. This year we have an opportunity to expand this partnership through a passthrough model. This allows for collaboration between district staff and a childcare center employee for the delivery of pre-k 3 and pre-k 4 curriculum.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Through this MOU the District and Loving Angels Child Development Center, LLC develop and foster cohesive partnerships and provide a high quality early childhood program for children and their families. Both parties agree to communicate and share leadership responsibilities to maximize resources and to ensure that the program is developed, implemented, and reviewed annually to improve quality of services.

LEGAL REVIEW:

Legal has approved this MOU.

BUDGETARY CONSIDERATIONS:

McAllen ISD will "pass through" 50% of the basic allotment received for eligible students attending the childcare center and enrolled in McAllen ISD through this partnership

RECOMMENDED BOARD ACTION:

The Administration recommends that the Board of Trustees approve MOU No. 2027-090 with Loving Angels Child Development Center, LLC to serve as a Community-Based Prekindergarten Provider. The MOU takes effect August 12, 2026, through June 30, 2027, and will automatically renew each year unless terminated in writing by either party at least 60 days prior to the renewal date.

**Attachment**: ☑

**SUBMITTED BY:** Alberto Canales (Jul 30, 2026 10:33:54 CDT)

**SUPERVISOR:** Lorena Garcia (Jul 30, 2026 13:16:05 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resource Officer
Office: 956-618-6000
eMail: albert.canales@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 30, 2026 14:01:08 CDT)

**Superintendent of Schools**

# Pre-K Partnership Pass-Through Waiver

Fields marked with an asterisk (*) are required.

## Pre-K Partnership Pass-Through Funding Requirement Reminder

Texas Education Code (TEC), §29.153(i)

TEC, §29.153(i) as established by HB 2 in the 89th Legislative Session states:

(i) A partnership entered into between a school district or open-enrollment charter school and a private provider for a prekindergarten class under this section must provide for the provider to receive funding for each district or school student enrolled in the class in an amount that is not less than 85 percent of the amount of funding that the district or school receives for the student. Notwithstanding Section 7.056(e)(3)(I), the commissioner may waive the requirement under this subsection on request by a school district or open-enrollment charter school in accordance with Section 7.056.

This provision §29.153(i), as enacted by HB 2, began to apply to school districts with the 2025-26 school year.

## Section I: Application Information

To be granted a waiver, you will need to demonstrate the following:

1. Be engaged in partnerships
2. The pass-through percentage is under the 85/15 split being shared from the school system to the partnering entity
3. Complete Attestation (at the bottom of waiver application) to be in compliance by August 2027

Waivers can be granted for school year 25-26, school year 26-27, or both.

**School System Name** *

Mcallen ISD

**Requested Years for this Waiver Application** *

School Year 26-27

**Name and Position of Person Submitting Waiver Application** *

Elizabeth Cavazos, Director of Strategic Partnerships and Student Outreach

**Are you currently engaged in partnerships?** *

Yes

**How many partnerships does the school system currently have?** *

2

## Section 2: Details of the financial pass-through funding

REMINDER: TEC, §29.153(i), requires that a provider receive not less than 85% of the funding the district or school receives for the student. The funding a district or school receives for the student should be a good faith estimate of the total amount of funding a district receives for the student. This includes funds from regular program funding, the early education allotment, state compensatory education funding, special education funding, bilingual funding, tier two funding, other direct (e.g. small and mid-sized allotment, allotment for basic costs, school safety, etc.), and other indirect (e.g. proportionate share of transportationteacher retention allotment) funding. School systems should use local state aid templates to estimate the total funding per student.

**List the partnering entities that recieve at least 85% of the amount of funding that the district or school receives for each student.** *

If none, put N/A

Tony's Playhouse - in-kind (district provides certified pre-k teacher and curriculum)
Valley Kidz Academy - in-kind (district provides certified pre-k teacher and curriculum)

The district will seek to apply the pass through model to the Valley Kidz Academy partnership for the 2026-2027 school year.

The district is entering into a new MOU with Loving Angels Child Development Center, LLC for the 2026-2027 school year and will seek to employ the pass through model.

List the partnering entities that do not recieve 85% of the amount of funding that the district or school receives for each student. *

N/A

What is included in the pass-through percentage being shared to the partnering entity? *

Monetary/Cash

## Waiver Attestation *

**By including the contact email below,** the submittal of this request by the named party reflects the following assurances and attestation that:

1. The campus- or district-level committee established under TEC §11.251 has reviewed and concurs with this waiver request is has provided additional comments in an attachment; and
2. the Board of Trustees has officially approved the waiver request.

Waiver Attestation is required.

## Data of School System Board of Trustees Approval for waiver request *

Attach a copy of the board agenda or minutes from the meeting at which the specific waiver request was approved using the Upload section below.

Data of School System Board of Trustees Approval for waiver request is required.

## Please Upload the following documents for the waiver application: *

1. Board of Trustees Approval for waiver request

Reminder: upload can be a copy of the board agenda or minutes from the meeting where the Board of Trustees approved the waiver request.

Drop your files here

Browse

Send me a copy of my responses

Submit

Powered by smartsheet

# Memorandum of Understanding Between

McAllen ISD **AND** Loving Angels Child Development Center, LLC

1. **General Information**

- *Background***.** This Memorandum of Understanding (MOU) between McAllen Independent School District ("School") and Loving Angels Child Development Center, LLC ("Child Care") is intended to clarify roles, responsibilities, and expectations related to the Prekindergarten Partnership (PKP) between both entities throughout the term of the school year. The PKP is a collaborative effort between high-quality childcare programs and a local education agency to provide pre-k instruction and wraparound care for eligible 3- and 4-year-old children.

- *Eligibility and Funding***.** Eligible children are dually enrolled in public pre-k while receiving their care and instruction at Texas Rising Star (TRS) three-or four-star certified childcare programs. State funding for Pre-K (ADA/Early Education Allotment) and Child Care Services (CCS) funds are used to support various aspects of the collaboration, including the cost of wraparound care for eligible children.

- *Operational Sites*. Child Care and School will operate pre-k partnership classrooms at the following site: 3615 N. Ware Rd., McAllen, TX 78501. This location may be expanded or altered by mutual agreement of both parties.

- *Operational Times*. The Child Care and School will offer partnership classes during regular school hours in alignment with the McAllen ISD elementary schedule: 7:45 a.m. to 3:10 p.m. These hours may be adjusted by mutual agreement or as required to meet the instructional minute requirements specified by the Texas Education Agency (TEA).

- *Term*. The term of this MOU is August 12, 2026 to June 30, 2027. This agreement will automatically renew each year on August 12 unless terminated by either party. Either party may terminate this agreement by providing written notice at least 60 days' prior to the renewal date.

2. **Assurances.** All members of the pre-k partnership program commit to supporting the development, implementation, management, and sustainability of the project. This agreement does not establish a principal-agent relationship, a continuing partnership, or a joint venture beyond the current school year, and each party will retain full authority over its own employees and representatives. Furthermore, entering into this agreement does not waive or relinquish any immunity or defense by any party, including its agents, trustees, officers, or employees.

3. **Confidentiality**. All parties acknowledge and agree to adhere to confidentiality requirements regarding the sharing and release of personally identifiable information about children and families, with proper family consent. Each agency will safeguard the rights of children concerning records and reports created, maintained, and used by public agencies. This agreement ensures that parents retain access and privacy rights to these records, with strict compliance to all applicable state and federal laws. The Family Educational Rights and Privacy Act (FERPA) will be followed.

4. **Enrollment and Eligibility.**
    - Child Care staff will identify age-eligible students, assist the School staff with registration, and collect the required enrollment documentation.
      A student eligible to be served in the pre-k partnership under this Agreement must meet the pre-k eligibility criteria as defined by Texas Education Code §29.153.
    - The first day of enrollment will be August 17, 2026, and registration will remain open on an ongoing basis thereafter.
    - The School will follow TEA criteria to ensure enrollment eligibility documentation is obtained, maintained, and submitted for TEA's Public Education Information Management System (PEIMS) reporting and average daily attendance (ADA) calculation.
    - The School will identify an elementary campus to serve as the host campus for the Child Care. The host campus will serve as custodian of enrollment records.
    - Upon notification from the Child Care, the School will process withdraw of students from the School who have withdrawn from the Child Care.

5. **Financing the Program.**
   The School shall pass through fifty percent (50%) of the actual Foundation School Program (FSP) funding generated by the average daily attendance of eligible students enrolled through this partnership. The funding base is limited to base FSP Average Daily Attendance funding and does not include any other state or federal allotment unless added by written amendment.

   Child Care Services (CCS) wraparound funding is administered separately through Workforce Solutions, and the School bears no responsibility for CCS eligibility, billing, or payment.

   Payments shall be based on PEIMS attendance reporting.

   Payments shall be made in arrears in two installments, the first after the close of the fall semester and the second after the close of the spring semester, based on actual PEIMS-reported attendance for each period. After the School receives the

Near-Final Summary of Finance report from TEA for the completed year, the School will reconcile the total funding generated by partnership students. If interim payments exceed the reconciled amount, Child Care shall refund the difference within thirty (30) days of written notice. If interim payments fall short, the School shall pay the difference within thirty (30) days of the reconciliation.

6. **Indemnification.** To the extent authorized by law, in consideration of the performance by both parties of this agreement, each party does hereby agree to indemnify and hold harmless all agents, servants and employees of the other party from and against any and all claims and liabilities from any acts or omissions of the other party, its agents, servants, or employees, in the performance of this agreement, except that neither party shall indemnify the other for claims or liabilities arising solely from its own negligent acts or omissions.

7. **Notice.** Any notice required under this agreement must be in writing and be directed to the following people:

| | |
|---|---|
| **For McAllen Independent School District:** | **Dr. Rene Gutierrez**<br>**McAllen Independent School District**<br>**2000 N. 23rd**<br>**McAllen, TX 78501** |
| **For Loving Angels Child Development Center:** | **Erik Humphrey**<br>**Loving Angels Child Development Center, LLC**<br>**3615 N. Ware Rd.**<br>**McAllen, TX 78501** |

8. **Roles and Responsibilities.**
    - Program calendars for certified Pre-K staff at the School will be set with the Child Care based on the adopted School calendar.
    - Program calendars for wrap-around child care provided to enrolled children will be determined by the Child Care.
    - Program calendars will comply with TEA requirements for minimum instructional minutes and student attendance.
    - The Child Care will provide daily attendance records of enrolled students to the host campus. Attendance must be taken at 10:00 a.m. daily.
    - The Child Care and School will work together to meet attendance goals.

- The Child Care will employ and assign a childcare provider that meets one or more of the eligibility criteria set forth by the Texas Workforce Commission to deliver the Pre-K curriculum adopted by The School.

- The School will provide a supervisor that meets one or more of the eligibility criteria set forth by the Texas Workforce Commission to oversee the delivery of the Pre-K curriculum at Child Care.

- The School will provide professional development to the childcare provider and ensure enrolled students are receiving high quality instruction.

- The School and the Child Care will work together to promote enrollment to for the partnership.

- The School and the Child Care will work together to support the transition of children to kindergarten to a campus within the School system.

- The School and the Child Care will work together to identify opportunities to engage parents and students in the School and include parents and students in the School activities and resources.

- *Leadership*. Responsibility for providing leadership to ensure shared decision-making, program implementation, and ensure the goals of the project:

  McAllen Independent School District
  Jeanette Nino, Associate Superintendent for Instructional Services

  Loving Angels Child Development Center, LLC
  Erik Humphrey, Owner

In the event of changes in leadership positions in either organization, written notice shall be provided to the partner organization at the earliest opportunity.

Signature_____Date_____
McAllen Independent School District, Lucia Regalado, Board President

Signature_____Date_____
Loving Angels Child Development Center, Erik Humphrey, Owner

Approved as to form
by: JOHNATHAN BALL (Jul 27, 2026 12:36:41 CDT)
Johnathan Ball, Staff Attorney

# Supplemental Resources

This section includes a non-exhaustive list of additional considerations and resources to inform MOU development.

To access a resource, CTRL + click on the highlighted portions. Additionally, you can copy and paste clauses that you wish to include in the MOU. Some sections contain a *To be Defined by Partners* subsection, which includes additional clauses that entities may develop, customize, and incorporate into the MOU. **Please note that the entire *Supplemental Resources* section is not intended to be a part of the finalized MOU.**

## Enrollment and Eligibility

- Child Care staff will identify age-eligible students, assist the School staff with registration, and collect the required enrollment documentation.

- A student eligible to be served in the pre-k partnership under this Agreement must meet the pre-k eligibility criteria as defined by Texas Education Code §29.153.

- The first day of enrollment will be [Date], and registration will remain open on an ongoing basis thereafter.

- The School will follow TEA criteria to ensure enrollment eligibility documentation is obtained, maintained, and submitted for TEA's Public Education Information

Management System (PEIMS) reporting and average daily attendance (ADA) calculation.

To be Defined by Partners:

- Establish and define a clear process for student transfers and withdrawals, including required documentation, timelines, and communication protocols.

# Financing

- Outline the flow of funds between the School and Child Care, including any mixed-delivery models that may be used to distribute resources (i.e., School District/Charter School hiring Child Care Program employees).

    - The School shall pass through [Percentage] generated Average Daily Attendance to Child Care. Payments shall be made to the Child Care based on PEIMS attendance reporting.

    - **OR** The School shall provide an estimate of the number of qualifying students to be enrolled at the beginning of the school year and the district shall provide a financial estimate on the additional funding to be generated by qualifying students. The district shall allocate to Child Care [Percentage] of the estimated funding generated by Child Care students. The district will conduct a "settle up" calculation of the total funds generated by the Child Care students after the conclusion of the school year and after receiving the Near Final Summary of Finance report from TEA for the completed year.

    - **OR** the School will hire, assign, and fully fund certified Pre-Kindergarten teachers to lead PKP program classrooms at Child Care, with funding commencing on a mutually agreed-upon start date.

- The School will retain any additional gifts or funds received for the operation of its programs or for which it becomes entitled.

- The Child Care will retain any additional gifts or funds received for the operation of its programs or for which it becomes entitled.

- *Template and Video Resources:*
    - **Video: Pre-K Partnership Funding Stream – Part 1**
    - **Video: Pre-K Partnership Financial Template – Part 2**
    - **Video: Additional Considerations for Pre-K Partnerships – Part 3**
    - **Video: Pre-K Partnership Financial Template – 2026 Update**

- **Pre-K Partnership Financial Forecasting Template**

To be Defined by Partners:

- Detail how each participating entity will be compensated, ensuring the financial feasibility and sustainability of the partnership.
- Specify how the funding will be allocated for teaching staff, including salaries, benefits, and professional development.

# Roles and Responsibilities

**Attendance and Enrollment**

- Program calendars for certified Pre-K staff at the School will be jointly set with the Child Care based on the Pre-K Partnership calendar.
- Program calendars for wrap-around child care provided to enrolled children will be determined by the Child Care.
- Program calendars will comply with TEA requirements for minimum instructional minutes and student attendance.

To be Defined by Partners:

- Record daily attendance and report that attendance daily to the district based on the agreed method and contact.
- Work together to meet attendance goals.

**Behavioral and Safety Protocols**

- Report all unusual incidents regarding students to [Name/Title] within [Timeframe] of occurrence.
- Utilize [Strategy/Framework, e.g., Conscious Discipline] as the primary approach to promoting positive student behavior and social-emotional development.

To be Defined by Partners:

- Outline procedures for reporting and addressing behavioral incidents.

**Classroom and Facility Requirements**

- Assigned staff will ensure that the designated classrooms remain set up and equipped for the purpose of the pre-kindergarten partnership program and that learning environments are not altered.
- Ensure that the classroom space designated for this project will be used for the sole purpose of the pre-kindergarten/school readiness partnership classrooms during the specified class hours.
- Provide classroom and common spaces that meet all necessary requirements.

**Data Reporting**

- Provide demographic staff information to adequately report classroom staff in the required data systems including PEIMS and the Early Childhood Data System (ECDS).
- Be responsible for data reporting at the classrooms level including student progress monitoring, curriculum, teacher qualifications, school system prekindergarten program evaluation, and other components for high-quality prekindergarten reporting requirements.
- Be responsible for reporting public prekindergarten school type codes, applicable child care operation numbers, and other classroom level data.

**Family Engagement and Communication**

- Be responsible for engaging families, including participation in events and activities.
- Be responsible for scheduling family/teacher conferences to discuss student progress and address any concerns.
- Responsible for managing communication applications and platforms used to share updates and information with families.
- Schedule family/teacher conferences to discuss student progress and address any concerns.

<u>To be Defined by Partners:</u>

- Work together on family services, parent engagement, and home visits.

**Instructional Services**

- Collaborate to plan instruction, share resources, and meet the needs of 3-year-old and 4-year-old children.
- Develop and implement standardized daily schedules.
- Ensure that teachers meet high-quality Pre-K components and teacher requirements.

    - High quality Pre-K Teacher Qualifications
- Provide a research-based Texas state-adopted curriculum for pre-kindergarten partnership/school readiness integration classrooms.
    - TEA Approved Curriculum

To be Defined by Partners:

- Outline the allocation of planning time for teachers.

**Nutrition and Food Services**

- Maintain accurate records of meal counts, menus, and food service expenditures as required by CACFP regulations.
- Provide meals and snacks according to CACFP requirements.

**Partnership Management and Agreement Oversight**

- Meet regularly to discuss the agreement's progress.
- Specify holiday schedules and any associated policies.

**Regulatory Compliance and Quality Standards**

- Maintain Three- or Four-Star Texas Rising Star certification for the duration of the partnership. Communicate if there is any change in certification.
- Public prekindergarten classes serving eligible 4-year-old students must follow the high-quality prekindergarten requirements under Texas Education Code(TEC) §29.167.
- Provide fingerprinting and other required criminal history checks for [School District/Charter School] staff assigned to partnership classrooms.

**Special Populations and Support Services**

- Conduct and report on all age-appropriate health screenings.
    - Immunization Requirements
    - Vision Screening Requirements
- Coordinate with Child Care to facilitate services for students needing special education.
- Fulfill child-find obligations under IDEA or §504 to identify and support students with special needs.

- Provide evaluation and required services and support for students identified with special needs through the school district's special education services.
- Provide information and communication about services and/or support available to students identified through the emergent bilingual process for free public prekindergarten.

**Staffing and Teacher Qualifications**

- Provide substitute coverage when regular teachers are absent.
- Teachers will work from [Start Time] to [End Time] each day following the school calendar.

To be Defined by Partners:

- Detail the required qualifications for teachers, including specializations in areas such as special education, bilingual education, certified teachers, Child Development Associate (CDA), and associate's degree or higher.
- (If Applicable) District of Innovation (DOI) Staffing Information: TEA Early Childhood Education FAQs
- (If Applicable) HB 2729 FAQ
- Specify the benefits provided, including health insurance, retirement, etc.

**Student Assessment and Progress Monitoring**

- Administer and report the campus-based assessment and progress monitoring tools.
    - Commissioner's List of Assessment Instruments
- Assure that all required student assessments are obtained, and ongoing progress monitoring is completed using an approved instrument.
- Provide Language Assessment for English Language Learners who are identified through the Home Language Survey given by the School.
- Responsible for reporting required assessments into the ECDS system.

To be Defined by Partners:

- Analyze and share data for planning and improvement.
- Determine who will be responsible for administering the assessments.
- Develop a timeline for conducting assessments.

**Training and Professional Development**

- Collaborate on resources and opportunities for joint training activities, ensuring all relevant professional development opportunities are maximized.
- Ensure staff members complete the required number of professional development hours annually.

To be Defined by Partners:

- Collaboratively develop topics, dates, and schedules for all training.

**Transportation Services**

- Transportation Provided by the Child Care Program: The Child Care provides transportation for [Insert Specific Instances, e.g., pick-up and drop-off services for students within a specific area]. This service will be available under the following conditions: [Insert Conditions, e.g., written parental consent, designated service area, etc.].
- Transportation Provided by the District: The School will provide transportation for [Insert Specific Instances, e.g., students attending field trips, students with special transportation needs, etc.]. This service will be available under the following conditions: [Insert Conditions, e.g., availability of district buses, designated routes, etc.].

# Resources

- Commissioner's List of Assessment Instruments
- HB 2729 FAQ
- High-Quality Pre-K Teacher Qualifications
- Immunization Requirements
- Pre-K Eligibility
- Pre-K General Overview
- Pre-K Partnership Financial Forecasting Template
- TEA Approved Curriculum
- TEA Early Childhood Education FAQs
- Video: Pre-K Partnership Funding Stream – Part 1
- Video: Pre-K Partnership Financial Template – Part 2
- Video: Additional Considerations for Pre-K Partnerships – Part 3
- Video: Pre-K Partnership Financial Template – 2026 Update
- Vision Screening Requirements

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 21)

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District solicited proposals for apparel, awards, incentives, printing, and related products and services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/Catalog/Discount-from-List Contract Awards." This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis upon the Board of Trustees' approval. One hundred twenty-one (121) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Four hundred seventy-three (473) vendors were invited to submit proposals, and thirteen (13) vendors responded, including four (4) no-bid responses, two (2) non-responsive, and one (1) previously awarded with no changes. The evaluation committee, comprised of Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Corina Tijerina, Buyer, evaluated the proposals. Administration is recommending that the six (6) companies listed on the attached list be approved as qualified vendors, for a total of one hundred twenty-seven (127) vendors.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 21), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2027.

**Attachment**: ☑

**SUBMITTED BY:** Laura Williams

**SUPERVISOR:** Lorena Garcia
Lorena Garcia (Jul 30, 2026 09:32:50 CDT)

For further information contact:
Name: Ms. Laura Williams, Director of Purchasing Services
Office: (956) 657-4480
eMail: laura.williams@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 30, 2026 10:01:33 CDT)

**Superintendent of Schools**

**RECOMMENDED VENDORS**
**Request for Proposal No. 2024-1021**
**Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 21)**

| No. | Vendor Name | City | State | Recommendation |
|---|---|---|---|---|
| 1 | 16 legs properties and promotions llc | San juan | TX | Qualified |
| 2 | COPY PLUS | MCALLEN | TX | Qualified |
| 3 | Fanwear Unlimited (Karla Rodriguez) | Mcallen | TX | Qualified |
| 4 | Makers Garments | Atlanta | GA | Qualified |
| 5 | MTM Recognition Corporation | Oklahoma City | OK | Qualified |
| 6 | Sherry's Sportswear & Specialty Advertising | Fort Worth | TX | Qualified |

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action on Second Amendment to Memorandum of Understanding ("MOU") No. 2025-149 Educational Public Purposes with McAllen Education Foundation Board of Directors.

REFERENCE: Goal 4 - Financial Priorities; Strategy 5 - Partnerships with Business/Civic/Education Organizations

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On September 26, 2024, the McAllen Independent School District Board of Trustees approved MOU No. 2025-149 with the McAllen Education Foundation Board of Directors ("MEF") to formalize the partnership between the McAllen Independent School District ("District") and MEF, to ratify prior collaborative activities, and outline future obligations.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The Second Amendment renews the MOU for one (1) additional year, from September 26, 2026, through September 25, 2027, and clarifies the renewal provisions. All other terms and conditions of the original agreement remain in effect.

LEGAL REVIEW:

The second amendment has been approved by legal.

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve Second Amendment to MOU No. 2025-149 Educational Public Purposes with McAllen Education Foundation Board of Directors, renewing the agreement through September 25, 2027.

**Attachment**: ☑

**SUBMITTED BY:** _____ **SUPERVISOR:** JOHNATHAN BALL (Jul 30, 2026 09:35:00 CDT)

For further information contact:
Name: Mr. Johnathan Ball, Staff Attorney
Office: (956) 657-8422
eMail: johnathan.ball@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 30, 2026 10:03:31 CDT)

**Superintendent of Schools**

**SECOND AMENDMENT TO**

**CONTRACT NO. 2025-149 Educational Public Purposes**

This Second Amendment to Contract No. 2025-149 (the "Contract") effective this 12th day of August 2026 by and between McAllen Independent School District ("District") and McAllen Education Foundation Board of Directors, a non-profit organization ("Contractor") as follows:

WHEREAS, the District entered into Contract No. 2025-149 dated September 26, 2024; and renewed on September 12, 2025.

WHEREAS, the District and Contractor desire to amend the Contract.

NOW THEREFORE, for and in consideration of the clarification of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Contractor hereby agree to the following amendment to the Contract.

1. The parties agree to renew the Contract for an additional term commencing on September 26, 2026, and ending on September 25, 2027.
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. District and Contractor ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED on _____.
Date

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Lucia Regalado, Board President

MCALLEN EDUCATION FOUNDATION BOARD OF DIRECTORS

By: _____
President

Approved as to form:

by: JOHNATHAN BALL (Jul 22, 2026 09:29:17 CDT)
Johnathan Ball, Staff Attorney

**FIRST AMENDMENT TO**

**CONTRACT NO. 2025-149 Educational Public Purposes**

This First Amendment to Contract No. 2025-149 (the "Contract") effective this 10th day of September 2025 by and between McAllen Independent School District ("District") and McAllen Education Foundation Board of Directors, a non-profit organization ("Contractor") as follows:

WHEREAS, the District entered into Contract No. 2025-149 dated September 26, 2024; and

WHEREAS, the District and Contractor desire to amend the Contract.

NOW THEREFORE, for and in consideration of the clarification of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Contractor hereby agree to the following amendment to the Contract.

1. Section E.1 is hereby deleted in its entirety and replaced with the following:
    a. This Memorandum of Understanding shall have an initial term of one year beginning on the effective date and may be renewed upon approval of all parties for additional terms, by written agreement signed by each party.
2. The parties agree to renew the Contract for an additional term commencing on September 26, 2025, and ending on September 25, 2026.
3. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. District and Contractor ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED on 09/12/2025.
Date

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Aaron Rivera, Board President

MCALLEN EDUCATION FOUNDATION BOARD OF DIRECTORS

By: _____
President

Approved as to form:

by: JOHNATHAN BALL (Aug 25, 2025 08:19:15 CDT)
Johnathan Ball, Staff Attorney

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the McAllen Independent School District Board of Trustees ("MISD Board") of the McAllen Independent School District ("MISD" or "the District") and the McAllen Education Foundation Board of Directors ("Foundation" or MEF"), desiring to memorialize the nature of their relationship, ratify and approve past activities and mutually acknowledge, for the future, the respective obligations and rights of the parties.

A. Public Purposes: The MISD Board has identified the following educational public purposes for the DISTRICT'S support of the McAllen Education Foundation:

1. Because of the uncertainty and restrictions inherent in the Texas public school finance system, the District must actively seek alternative sources of revenue to enhance and expand its quality of educational programming.

2. Maximize alternative revenue sources through strong community support.

3. The District has realized gains from its investment in the McAllen Education Foundation.

4. The McAllen Education Foundation has provided funding for Innovative Teaching Grants to the District for teachers to develop and present innovative teaching programs, provided scholarships to MISD students, and provided funds for educational enrichment opportunities for students.

5. The McAllen Education Foundation supports the District's curriculum by providing funding to curriculum initiatives as designated.

6. To continue the momentum achieved in maximizing alternative revenue sources through the Foundation requires a continual commitment from the District.

7. Solicitation of additional revenue by Foundation Board Members relieves the fund-raising burden of the District's Superintendent, administrators, teachers, and staff, leaving them free to focus on the District's educational mission.

8. Additional revenues obtained by the Foundation will be used for the betterment of the District's educational programs.

B. **District Commitment:** The MISD Board of Trustees and the McAllen Independent School District agrees to continue providing the following to the McAllen Education Foundation, provided that the public purposes continue to be met and the controls continue to be implemented.

1. The District shall share annually with the Foundation its strategic plan, institutional priorities and projects, and resource requirements, so that the Foundation may represent the direction and needs of the district to donor prospects and align its programs in campaigns consistent with the strategic objectives of the district.

2. The District shall promptly alert the Foundation to perspective gifts so that each opportunity for enhancing gift or grant potential and donor relations is fully utilized.

3. The District agrees to display the Foundation's logo, along with appropriate district-related advertisements or sponsored events, and webpage will be dedicated to the Foundation and provide a direct link to the Foundation's website.

4. Clerical and administrative services, from time to time, for the Foundation, if any; however, employees of the district serving the Foundation from time to time will not be entitled to receive supplemental compensation directly from the Foundation.

5. The Foundation Board Members shall be allowed access to the Superintendent to ensure that the fund-raising goals of the Foundation are aligned with MISD's objectives, for the benefit of MEF donors and grantors and that district employees are executing programs for which MEF funds were given.

6. MISD Board of Trustees identifies that all expenditures incurred to support MEF's purposes are designed to benefit MISD and its educational mission and programs.

7. The District's Marketing Department will help create, with MEF's suggestions and final approval, a 20-second video to be shown at every district home sports game during the 2024-2025 athletic calendar year promoting the Foundation and its purpose. The video will highlight the Foundation's active role in supporting the District through fundraising and promoting/sponsoring any MISD academic programs supported by MEF. The 20-second video clip will also include a still frame thanking the 2024 2nd Annual MEF Bowling Tournament Turkey sponsors, as guaranteed and agreed upon by all 3 parties when meeting and discussing the sponsorship packet for approval.

8. The District must submit a written request for any financial support from the Foundation by filling out MEF's official District request form. This paperwork must be submitted at least 60 days prior to the requested deadline.

9. All sponsored/paid-for materiel by the Foundation (i.e., shirts, banners, signs, brochures, etc.) for the District must have the MEF logo included and final design approval from the Foundation Board members before it goes to print or on display.

10. Any and all public acknowledgements, within our control (i.e., social media, magazine/newspaper articles, television reporting) of a District and Foundation sponsored event, must focus solely on: the purpose of the event, community/donors involved, and District and Foundation members in a positive manner. No outside political or company advertising will be permitted.

E. **Term and Termination:**

1. This Memorandum of Understanding shall have an initial term of one year beginning on the effective date and may be renewed upon approval of all three parties for additional terms, by written agreement signed by each party.

2. This Memorandum of Understanding is a commitment of the Foundation and District's current commitment only. Both entities retain the continuing right to terminate this Agreement at the expiration of each budget period during the term of this agreement.

3. This Agreement may be terminated by either party by giving ninety days written notice to the other party.

4. The Parties shall review the terms of this Agreement on an annual basis.

Sofia M. Peña, Board President

Approved as to form:

JOHNATHAN BALL (Sep 18, 2024 12:28 CDT)

Johnathan Ball, Staff Attorney

President

McAllen Education Foundation

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action Regarding the Designation of Ten Nonbusiness Days for Public Information Act Requests as per House Bill 3033.

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

A governmental body must promptly release basic information responsive to a Public Information Act request or request an Attorney General opinion within ten business days. House Bill 3033 amends the Public Information Act by limiting the number of "nonbusiness" days for school districts thereby reducing the response times for open records requests when districts are closed for business. This new law has been in effect since September 1, 2023.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Prior to House Bill 3033, days when districts are closed (such as holiday breaks), were not counted in the deadline calculations for public information act requests. The new statute now limits nonbusiness day exclusions to weekend days, national and state holidays, and the Friday or Monday after a holiday which falls on a weekend. A School Board may designate ten (10) nonbusiness days each calendar year when administrative offices are closed or operating with minimal staffing, that do not count against the 10 day response criteria.

Administration recommends the following nonbusiness days be excluded for the purposes of processing Public Information Act requests:
-2027 March 18 and 19; June 28,29 and 30; July 1 and 2; and December 21,22 and 23

LEGAL REVIEW:
Johnathan Ball - McAllen ISD Staff Attorney

BUDGETARY CONSIDERATIONS:

Not Applicable

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the designation of ten nonbusiness days for Public Information Act requests as per house Bill 3033.

**Attachment**: ☐

**SUBMITTED BY:** JOHNATHAN BALL (Jul 23, 2026 11:41:34 CDT)

**SUPERVISOR:**

For further information contact:
Name: Johnathan Ball
Office: Legal Counsel
eMail: johnathan.ball@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 23, 2026 15:00:48 CDT)

**Superintendent of Schools**

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Report Regarding iReady Implementation in Kindergarten - 5th Grades and the Impacts on Math and Reading Language Arts Student Outcomes

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
This board presentation provides an overview regarding the resource by Curriculum Associates, called iReady, that is used to measure student growth in math for Kindergarten through 5th grades and reading language arts for 3rd - 5th grades.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
This presentation serves to inform how this resource's data supports ongoing instructional decision-making in elementary for the areas of math and reading language arts, including reteach and enrich, and how moving forward iReady remains part of the district's instructional framework to improve student outcomes.

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: None

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

**Attachment**: ☑

**SUBMITTED BY:** _____ **SUPERVISOR:** Jeanette Nino (Jul 30, 2026 15:58:14 CDT)

For further information contact:
Name: Jeanette C. Nino, Associate Superintendent for Instructional Leadership
Office: 956-618-6053
eMail: jeanette.nino@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 30, 2026 15:59:57 CDT)

**Superintendent of Schools** 07/30/2026

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2027-1006 Aviation Training Services

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District launched the aviation program in the Fall of 2022. The aviation program includes training covering flight regulations, maneuvers, and safety protocols for twenty four (24) students. Participating students have the opportunity to obtain a Single Engine Land Sport Pilot License and a Federal Aviation Administration Certified Remote Drone License.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Six (6) vendors were invited to submit proposals, and one (1) vendor responded. On July 30, 2026 the evaluation committee comprised of Leo Saez, Director of Career Technical Education; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Graciela Garza Senior Buyer, met to evaluate the proposal. Administration is recommending that the District award McAllen Flight Academy LLC.

LEGAL REVIEW:

The agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Funds for these services are budgeted through state funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees:

a) approve Request for Proposal No. 2027-1006 Aviation Training Services for a term of one (1) year with the option to renew for three (3) additional, one (1) year terms; and

b) authorize the Superintendent to execute a contract for aviation training services with McAllen Flight Academy LLC once the draft contract is negotiated.

**Attachment**: ☑

**SUBMITTED BY:** LEO SAENZ (Jul 30, 2026 17:14:21 CDT)

**SUPERVISOR:** Jeanette Nino (Jul 30, 2026 18:00:10 CDT)

For further information contact:
Name: Mr. Leo Saenz
Director of Career Technical Education
Office: 956-632-5181
eMail: leo.saez@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 30, 2026 18:00:56 CDT)

**Superintendent of Schools**

Evaluation Matrix

RFP 2027-1006 Aviation Training Services

| | Criteria | Max. Pts. 100 | McAllen Flight Academy, LLC |
|---|---|---|---|
| | **RANKING** | | 1 |
| | **Total Points** | **100** | **100** |
| 1 | **Price** | **55** | **55** |
| | | | $ 166,159.68 |
| 2 | **Reputation of the vendor and of the vendor's goods or services;** | **10** | **10** |
| | **References (previous experience of Similar Scope and size)** | | |
| | 3.33 points ea. per reference (max points 10) | | |
| 3 | **The quality of the vendor's goods or services** | **17** | **17** |
| | **Litigation in past 10 years. (BA #88 - #89)** | **5** | 5 |
| | Yes = 0 points No = 5 points | | |
| | **Safety Practices and Safety record. (BA #82- #83)** | **12** | 12 |
| | *Safety Record infractions. Yes = 0 points. No= 12 pts.* | | |
| 4 | **The extent to which the goods or services meet District's needs** | **15** | **15** |
| | **Certifications and Qualifications (BA #73 & # 80)** | **5** | 5 |
| | *Is the Vendor Certified and Qualified? Yes = 5 points; no = 0 points* | | |
| | **Facility, Aircraft, and Equipment (BA #85 & #86)** | **5** | 5 |
| | *Does Vendor have Facility, Aircraft, and Equipment to provide services? Yes = 5 points; no = 0 points* | | |
| | **Methods used to ensure compliance with safety and regulatory standards. (BA #87)** | **5** | 5 |
| | *Provide sample of Safety records kept for Aircraft. Yes= 5 points; no= 0 points* | | |
| 5 | **Past Relationship with District** | **0** | |
| | | | |
| 6 | **HUB** | **0** | |
| | | | |
| 7 | **Total long-term cost to the district to acquire the vendor's goods or services** | **0** | |
| | | | |
| 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** | **0** | |
| | | | |
| 9 | **Any other relevant factor specifically listed in the request for bids or proposals.** | **3** | 3 |
| | *Has measures in place for tracking and measuring student progress. (BA#81)* | | |
| | *Yes = 3 points No = 0 points* | | |

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action on the Advanced Course List for the University Interscholastic League "No Pass, No Play" Rules for the 2026-2027

REFERENCE: Goal 1: Student Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
Current Board policy, FM (Local), Exemptions from No Pass, No Play Rule": The principal shall grant an exemption to the 'no pass, no play' rule that would normally require a suspension from extracurricular activities when a student receives a grade below 70 in a course or subject under the following conditions:
1. The class has been identified as an honors course, in accordance with state rules;
2. The student's grade in the course is not below 65;
3. The student submits to the principal a written request for the exemption on a form provided by the District; and
4. No other exemption from the 'no pass, no play' rule has been approved for the student in the same semester.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Based on the language of TAC §74.30, the following courses are identified as honors classes and, as such, eligible for exemption as noted in section §33.081 of the Texas Education Code: 1) all College Board Advanced Placement (AP) Course or International Baccalaureate (IB) courses in all disciplines and; 2) College/high school concurrent enrollment classes (that are included in the "Lower-Division Academic Course Guide Manual (Approved Courses)" in the subject areas of English Language Arts, Mathematics, Science, Social Studies, Economics or Language other than English (levels IV -VII). *Districts may identify additional honors courses only in the subject areas of English language arts, mathematics, science, social studies, economics, or a language other than English as eligible for exemption. The McAllen ISD list of courses eligible for U.I.L. waiver has been updated and is being submitted for approval. Addition to the waiver is the advanced high school courses taken by middle school students including English I, Biology, Pre-AP/ MYP Algebra, 8th/Algebra Accelerated (Semester 2 only), Algebra Block All Year (SB2124), Geometry, and Precalculus. 3) College courses not for high school credit or core college dual enrollment courses solely taught by S.T.C., U.T.R.G.V., U.T.R.G.V. Collegiate Academy or other collegiate staff who are not McAllen ISD teachers are exempt from FM (Local).

LEGAL REVIEW: None Needed

BUDGETARY CONSIDERATIONS: None

RECOMMENDED BOARD ACTION: That the MISD Board of Trustees approve the Advanced Course List for UIL "No Pass No Play" Exemption for 2026-2027.

**Attachment**: ☑

**SUBMITTED BY:** Alexandra Gonzalez

**SUPERVISOR:** Jeanette Nino (Jul 30, 2026 15:52:21 CDT)

For further information contact:
Name: Alexandra Gonzalez
Office: 956.618.6059
eMail: Alexandra.Gonzalez2@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 30, 2026 15:54:53 CDT)

**Superintendent of Schools**

**2026-2027**
**Advanced Course List for UIL**
**"No Pass-No Play"**

The principal shall grant an exemption to the 'no pass, no play' rule that would normally require a suspension from extracurricular activities when a student receives a grade below 70 in a course or subject under the following conditions:

1. The class has been identified as an honors course, in accordance with state rules;
2. The student's grade in the course is not below 65;
3. The student submits to the principal a written request for the exemption on a form provided by the District; and
4. No other exemption from the 'no pass, no play' rule has been approved for the student in the same semester.

The following advanced courses are eligible for exemption for extracurricular activity participation:

- All College Board Advanced Placement Courses in all disciplines.
- All International Baccalaureate Courses in all disciplines
- Dual Credit Courses in English, LOTE, Math, Science, and Social Studies only.
- Honors, Pre-AP and IB MYP Courses in English, LOTE, Math, Science, and Social Studies only.

| Language Arts | Math | Science |
|---|---|---|
| English 1 Pre-AP and MYP Year 4 | Algebra 1 Pre-AP and MYP | Biology Pre-AP and MYP |
| English 2 Pre-AP and MYP Year 5 | Geometry Pre-AP and MYP | Chemistry Pre-AP and MYP |
| AP English 3 (Language and Composition) | Algebra 2 Pre-AP and MYP | Physics Honors and MYP |
| AP English 4 (Literature and Composition) | MYP/AP Precalculus | Anatomy and Physiology |
| IB English A: Literature HL Year 1 and Year 2 | AP Calculus AB | AP Physics 1 |
| | AP Calculus BC | AP Biology |
| | AP Statistics | AP Chemistry |
| | IB Mathematics Applications and Interpretations SL Year 1 and Year 2 | AP Environmental Science |
| | IB Mathematics Analysis and Approaches SL Year 1 and Year 2 | IB Biology SL Year 1 and Year 2 |
| | IB Mathematics Analysis and Approaches HL | IB Biology HL |
| **Languages Other Than English** | Middle School Algebra I Pre-AP and MYP | IB Chemistry SL Year 1 and Year 2 |
| Spanish Acquisition MYP Year 4 | Middle School Geometry Pre-AP and MYP | IB Chemistry HL |
| Spanish Language and Literature MYP Year 4 | AP Computer Science A | IB Physics SL Year 1 and Year 2 |
| Spanish Acquisition MYP Year 5 | | IB Physics HL |
| Spanish Language and Literature MYP Year 5 | **Social Studies** | Astronomy Honors |
| AP Spanish Language 3 | MYP/AP Human Geography | |
| AP Spanish Literature 4 | World Geography Honors | |
| IB Spanish "B" SL Year 1 and Year 2 | MYP/AP World History: Modern | **Fine Arts** |
| IB Spanish "B" HL Year 2 | AP European History | AP Studio Art: Drawing |
| IB Spanish Language and Literature SL Y1 and Y2 | AP U.S. History | AP Studio Art: 2-D Design |
| | AP U.S. Government and Politics | AP Studio Art: 3-D Design |
| **Non – Core Advanced Course** | AP Research Methods and Psychology | AP Music Theory |
| IB Theory of Knowledge Year 1 and Year 2 | AP Macroeconomics | AP Art History |
| AP Seminar | AP Microeconomics | IB Visual Arts SL Year 1 and Year 2 |
| AP Research | IB Psychology SL Year 1 and Year 2 | IB Visual Arts HL Year 2 |
| AP Computer Science Principles | IB Psychology HL Year 2 | |
| IB Computer Science SL Year 1 and Year 2 | IB History of the Americas HL Year 1 and Year 2 | |

**Dual Enrollment Courses**

- High School College Dual Enrollment Classes that are included in the "Community College General Academic Course Guide Manual (Part One)".
- English Language Arts, Mathematics, Science, Social Studies, Languages other than English through STC, UTRGV and UT OnRamps taught by McAllen ISD teachers.
- All Dual enrollment classes taught by STC, UTRGV, UTRGV Collegiate Academy professors and staff are exempt from this policy.

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Report Regarding Self-Funded Health Plan Review

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

McAllen ISD's self-funded Health Plan has experienced a larger-than-projected shortfall for the 2025–2026 plan year, driven primarily by high-cost and catastrophic claims. Actual costs came in at $33,302,137 against a projected $31,732,984, and even after applying available fund transfers and revenue offsets, the projected shortfall grew from ($1,248,199) to ($2,107,856). This trend, combined with the District's ongoing effort to identify sustainable cost-containment strategies, is the basis for bringing a operating transfer.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The District will process an operating transfer.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for this are budgeted through the General Fund.

RECOMMENDED BOARD ACTION:

This item is for informational purposes only.

**Attachment**: ☑

**SUBMITTED BY:** Karina G. Perez
Karina G. Perez (Aug 3, 2026 10:37:52 CDT)

**SUPERVISOR:** Alberto Canales (Aug 3, 2026 12:11:15 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resource Officer
Office: (956) 618-6005
Email: albert.canales@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Aug 3, 2026 14:39:22 CDT)

**Superintendent of Schools**

# Self-Funded Health Plan Review

# Ending Balance

| 2025-2026 Revenue & Expenses | July 2025 - June 2026 Projected<br>Single Plan Model w/GLP-1 Tier | July 2025 - June 2026 Actual<br>Single Plan Model w/GLP-1 Tier |
|---|---|---|
| 2025-2026 Cost* | $31,732,984 | $33,302,137 |
| 2025-2026 Revenue** | $24,812,904 | $25,022,228 |
| 2025-2026 Rx Rebates | $1,300,000 | $1,376,014 |
| 2025-2026 Stop Loss Reimbursements | $1,396,381 | $1,796,381 |
| **2025-2026 Projected Shortfall +/(-)** | **($4,223,699)** | **($5,107,514)** |
| | | |
| **Proposed Strategies** | **$1,842,500** | |
| | | |
| **Fund Transfers Available** | | |
| Workers Compensation | $1,000,000 | $1,000,000 |
| Unemployment Fund | $133,000 | $133,000 |
| Budget Amendment Transfer | | $1,248,199 |
| Revenue Offsets | | $618,459 |
| **Total Available Transers** | **$1,133,000.00** | **$2,999,658** |
| | | |
| **2026 Projected Shortfall (with adjustments) +/(-)** | **($1,248,199)** | **($2,107,856)** |

**KEY FACTOR:**
*Unexpected expenses have offset the strategy savings.*

# Financial Snapshot

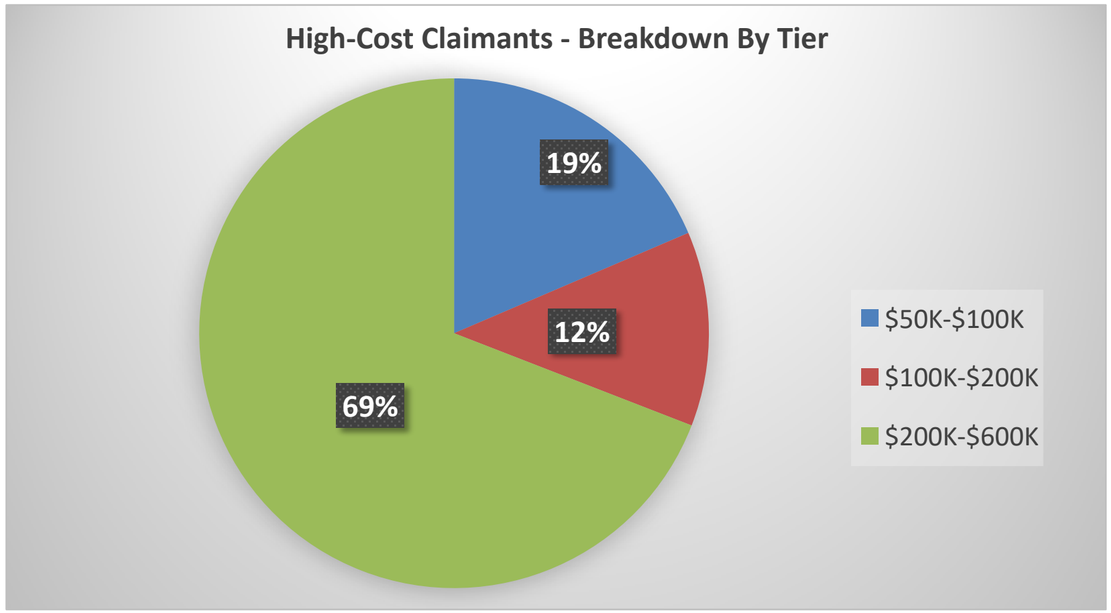
## Key Cost Drivers (January-June 2026)

| | | |
|---|---|---|
| 1 | Emergency Room Claims | **$ 818,292.25** |
| 2 | High-Cost Claims<br>***Catastrophic/Specialty Claims*** | **$ 3,011,537.73** |

*These account for the majority of unanticipated plan cost during the first half of 2026.*

# Large Claims Analysis

## January-June 2026 – Unanticipated Costs




9 Claims | $50K - $100K
$558,929.70
19%

2 Claims | $100K - $200K
$371,509.50
12%

5 Claims | $200K - $600K
$2,081,098.53
69%

**Total High Cost Claims $3,011,537.73 | 16 Total Claims**

# Claims Comparison

| MONTH | 2025 BCBS | 2026 UHC |
|---|---|---|
| JANUARY | $2,650,950.60 | $328,165.47 |
| FEBRUARY | $1,173,861.87 | $1,479,222.45 |
| MARCH | $1,496,764.87 | $1,550,422.75 |
| APRIL | $2,459,717.27 | $1,632,455.57 |
| MAY | $1,998,446.03 | $1,735,878.34 |
| JUNE | $2,662,944.96 | $2,200,845.00 |
| **TOTAL** | **$12,442,685.60** | **$8,926,989.58** |

*Plan Year Excluding* ***$2,523,133.23*** *In Runoff Claims from prior carrier (BCBS)*

# Revenue Offsets

Credits and reimbursements reducing plan impact

| | |
|---|---|
| + **UHC Implementation Credit** | **$400,000.00** |
| + **Stop Loss Reimbursement** ***(additional amount)*** | **$174,244.59** |
| + **BCBS Settlement Check** | **$ 38,214.31** |
| **TOTAL REVENUE OFFSETS** | **$ 612,458.90** |

# Plan Design Changes

## Effective Plan Change

To help manage healthcare costs and preserve employee benefits, the Health Plan will no longer cover Emergency Room visits that are determined to be non-emergent.

☑ **Covered:** True medical emergencies

✕ **Not Covered:** Non-emergency ER visits

---

*Non-emergency determinations will be based on the Plan's medical review guidelines and applicable benefit provisions.*

## For Non-Emergency Care, Use:

- Telehealth Services
- Primary Care Physicians (PCP)
- Urgent Care Centers

## Why This Change Matters

- ✔ Reduces unnecessary ER utilization
- ✔ Helps control rising healthcare costs
- ✔ Protects the long-term sustainability of employee benefits

## Proposed Effective Date 1/1/27

# Cost Containment Strategy

The Two-tier design is most effective for self-funded plans, utilizing the following structure:

1

## Tier 1 (Preferred/Value Providers)

Access to **5 hospitals, 7 Emergency Rooms, 10 Outpatient/Inpatient Clinics, 25 Primary Care Clinics** with the highest quality and lowest costs. Employees face the lowest copays, deductibles, and coinsurance.

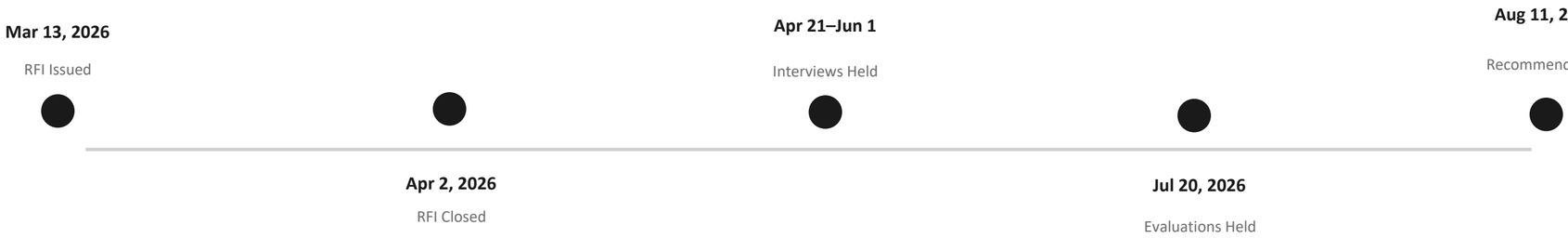
2

## Tier 2 (Network Providers)

Standard network providers with average costs and quality. Higher out-of-pocket costs compared to Tier 1.

## Projected Savings: Approx. $650,000

# Tier 1 Hospital Evaluation




## SELECTION RATIONALE

Following a review of proposals from five regional systems, South Texas Health System (STHS) was determined the most advantageous provider based on its willingness to collaborate with the District, geographic accessibility, network presence throughout the Rio Grande Valley, and its ability to support the District's cost-containment objectives.

# Hospital Services Recommendation

Following a comprehensive evaluation of all responses, **South Texas Health System (STHS)** was identified as the recommended Tier 1 provider based on:

- ✓ Convenient geographic accessibility
- ✓ Highest savings offered to the Employee and the Health Plan
- ✓ Alignment with the District's healthcare cost-containment goals

# Board Action Request

1

## Tier 1 Hospital Recommendation

Approve the Tier 1 Hospital recommendation with South Texas Health System and support ongoing cost-containment initiatives.

# Strategic Plan

| No. | Priority | Target Area | Strategy | Pros (P)<br>Cons (C) | Est Cost | Est Savings/ ROI | Timeline | *Remarks |
|---|---|---|---|---|---|---|---|---|
| 1 | 1 | Medical Plan | Employer Contribution Increase to $571.50 PEPM<br>($50 PEPM) | P- Increases funding<br>C-None | $1,817,400 | None | 7/1/2028 | Aligns with the average of surrounding School Districts<br>Average Contribution: $585 PEPM |
| 2 | 1 | Medical Plan | Employee Premium Adjustments | P- Increases Funding<br>C-Employee Discontent | None | 5%: $269,773<br>10%: $539,547<br>15%: $809,321 | 1/1/2028 | Aligns premiums to market levels. |
| 3 | 1 | Medical Plan | Offer an HMO plan option and a PPO (2) Plans | P-Lower Premiums<br>Lower Cost to Plan<br>C-No Out-of-Network<br>PCP Required<br>Narrow Network | None | 5% Claim Cost<br>Approx. $900,00 | 1/1/2028 | Offer a lower cost plan to the employees. |
| 4 | 1 | Medical Plan | Issue a Competitive<br>Stop Loss RFP / Renegotiate with Current Carrier Using RFP Results | P-Improve contract terms<br>C-None | TBD | 5–20% premium savings and/or improved coverage | 1/1/2028 | Identify cost savings, improve contract terms. |

# Questions?

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action of the 2026-2027 Student Code of Conduct

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

As per Chapter 37.001 of the Texas Education Code, the Board of Trustees shall adopt a Student Code of Conduct for the district. The Code of Conduct must be posted and prominently displayed at each campus.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Submitted with this agenda is the MISD Student Code of Conduct for the 2026-2027 school year. It specifies the circumstances under which a student may be removed from a classroom, campus, or to a disciplinary alternative education program. It also specifies conditions that authorize or require a campus behavior coordinator to transfer a student to a disciplinary alternative education program and outlines conditions in which a student may/shall be suspended, removed, or expelled. Additional information is included regarding student discipline. Because this is a non-legislative year, TASB Policy Services does not have any changes to the Student Code of Conduct. Any changes are at the district level and are highlighted in yellow for your review.

LEGAL REVIEW:

A draft of the 2026-2027 Student Code of Conduct was reviewed and approved by the MISD Attorney prior to this submission for Board approval.

BUDGETARY CONSIDERATIONS:

Funds for these services are available through the Student Support Services Department's local funds.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the 2026-2027 Student Code of Conduct.

**Attachment**: ☑

**SUBMITTED BY:** Alberto Canales (Jul 30, 2026 18:10:53 CDT)

**SUPERVISOR:** Lorena Garcia (Jul 30, 2026 18:12:37 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resource Officer
Office: (956) 618-6005
Email: albert.canales@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Aug 3, 2026 09:15:07 CDT)

**Superintendent of Schools**

# MCALLEN INDEPENDENT SCHOOL DISTRICT

# STUDENT CODE OF CONDUCT

# 2026-2027

If you have difficulty accessing the information in this document because of a disability, please contact the Student Support Services Department at 956-618-6031

Board Approved _____

# Please visit the links below to access the following:

- 2026-2027 School Calendar
- 2026-2027 Campus Directory
- 2026-2027 Campus Behavior Coordinators
- 2026-2027 School Board Directory

## **Acknowledgment of** *Electronic Distribution- Student Code of Conduct*

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Dear Student and Parent:

As required by state law, the board of trustees has officially adopted the Student Code of Conduct in order to promote a safe and orderly learning environment for every student.

We urge you to read this publication thoroughly and to discuss it with your child. If you have any questions about the required conduct and consequences for misconduct, we encourage you to ask for an explanation form the student's teacher, Campus Behavior Coordinator, or appropriate campus administrator.

Sincerely,

Dr. Rene Gutierrez
Superintendent of Schools

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## Student Code of Conduct

### Accessibility

If you have difficulty accessing the information in this document because of disability, please contact Dr. Connie Camacho, Director of Human Resources at 956-618-6031 or email at consuelo.vallejo@mcallenisd.net

### Purpose

The Student Code of Conduct ("Code of Conduct"), as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Code of Conduct has been adopted by the McAllen ISD board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code of Conduct remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code of Conduct shall be posted at each school campus or shall be available for review at the campus principal's office. Additionally, the Code of Conduct shall be available at the campus behavior coordinator's office and posted on the district's website at www.mcallenisd.org. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37of the Education Code.

Not later than the first day of the 2026-2027 school year, the Texas Education Agency (TEA) shall prepare and provide to each school district a report identifying each law relating to school discipline that was amended or added by the 89th Legislature, Regular Session, 2025. A school district shall provide to each student and the parent of or person standing in parental relation to the student the prepared report.

Because the Code of Conduct is adopted by the district's board of trustees, it has the force of policy. In the event of a conflict between the Code of Conduct and the Student Handbook, the Code of Conduct shall prevail.

Please note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

**School District Authority and Jurisdiction**

School rules and the district's authority to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by Education Code 37.0832;
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
11. When the student commits a felony, as provided by Education Code 37.006, 37.007, or 37.0081; and
12. When the student is required to register as a sex offender.

**Campus Behavior Coordinator**

As required by law, a single person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal, or any other campus administrator selected by the principal. Additional staff members may assist the CBC in the performance of the CBC's duties, provided that the CBC personally verifies that all aspects of Chapter 37, Subchapter A are appropriately implemented. The CBC is primarily responsible for maintaining student discipline. The CBC shall monitor disciplinary referrals and report the following behavior to the campus threat assessment and safe and supportive school team:

- Conduct that contains the elements of the offense of terroristic threat under Penal Code 22.07;
- Conduct that contains the elements of the offense of unlawfully carrying weapons under Penal Code 46.02;
- Conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under Education Code 37.125; and
- Any concerning student behaviors or behavioral trends that may pose a serious risk of violence to the student or others.

The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at www.mcallenisd.organd in the Student Handbook.

## Threat Assessment and Safe and Supportive School Team

The CBC or other appropriate administrator will work closely with the campus threat assessment and safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

## Searches

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

## Reporting Crimes

The principal or CBC and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

## Security Personnel

To ensure the security and protection of students, staff, and property, the board employs police officers. In accordance with law, the board has coordinated with the CBC and other district employees to ensure appropriate law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the CKE LEGAL policy.

## "Parent" Defined

Throughout the Code of Conduct and related discipline policies, the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.

## Participating in Graduation Activities

The district has the right to limit a student's participation in graduation activities for violating the district's Code of Conduct.

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered eligible, a student shall not have engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

**Unauthorized Persons**

In accordance with Education Code 37.105, a school administrator, SRO, or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or

2. The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.

[See Restrictions During Placement for information regarding a student assigned to DAEP at the time of graduation.]

**Standards for Student Conduct**

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Code of Conduct.

## General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on In-School Suspension, Out-of-School Suspension, Disciplinary Alternative Education Program placement (DAEP), Placement and/or Expulsion for Certain Offenses, and Expulsion, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in Removal from the Regular Educational Setting.

## Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

## Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. [See Placement and/or Expulsion for Certain Offenses for assault.]
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in any behavior that violates the Student Code of Conduct and is motivated by antisemitism. [See Glossary]
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See Glossary for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. [See Glossary]
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. [See Glossary]
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.

- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

**Property Offenses**

Students shall not:

- Damage or vandalize property owned by others. [See Placement and/or Expulsion for Certain Offenses for felony criminal mischief.]
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. [See Placement and/or Expulsion for Certain Offenses for felony robbery, aggravated robbery, and theft.]
- Enter, without authorization, district facilities that are not open for operations.

**Possession of Prohibited Items**

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A "look-alike" weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- *A short barrel firearm;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- *A firearm silencer or suppressor;
- *A location-restricted knife;
- *A club;
- *A firearm;
- A stun gun;
- Knuckles;

- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products (including nicotine pouches), cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*See Placement and/or Expulsion for Certain Offenses for weapons and firearms. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

**Possession of Personal Communication Devices**

Students shall not:

- Use a personal communication device, including a cell phone, or other electronic device on school property during the school day and shall store the device in accordance with the method of storage established by the district. [See Glossary]

The district may authorize the use of a personal communication device for the following reasons:

- To implement an individualized education program (IEP) or for a plan created under Section 504, Rehabilitation Act of 1973 (29 U.S.C Section 794) or a similar program or plan;
- With documented need based on a directive from a qualified physician; or
- To comply with a health or safety requirement imposed by law or as part of the district's safety protocols.

Students must keep personal communication devices **stored away** during the instructional day and ensure they are powered off or set to silent mode with no vibrations. The district defines stored away as being placed in a backpack, purse, or any other bag. Devices **may not be carried on a student's body**, including in **pockets, jackets, or clothing**.

Inappropriate use of a personal communication device during the school day will result in the following disciplinary action in accordance with this Code of Conduct:

- **First Offense:** The device will be confiscated. Student will be issued a warning about further consequences for failing to comply with this policy and documented on a District Discipline Form. The student must pick up the device at the end of school day from the campus administrator or designee.
- **Second Offense:** The device will be confiscated and documented on a District Discipline Form. The parent or guardian must pick up the device at the end of school day from the campus administrator or designee.
- **Third Offense:** The device will be confiscated, and a discipline referral will be issued. The student will be assigned lunch detention or an alternative consequence as determined by the campus administrator. A parent or guardian must pick up the device from the campus administrator or designee.
- **Fourth Offense and Subsequent Offenses:** The device will be confiscated, and a discipline referral will be issued. The student will receive three (3) days of In-School Suspension (ISS) or an alternative consequence as determined by the campus administrator. A parent or guardian must pick up the device from the campus administrator or designee.

While the campus follows a progressive discipline policy for inappropriate use of personal communication devices, students who continue to violate this policy may be subject to additional disciplinary consequences. These may include, but not limited to, requiring the student to keep the device at home or other measures deemed appropriate by campus administration. **The district is not responsible for any lost, stolen, or damaged personal communication devices, including those that have been confiscated in accordance with this policy**.

**Illegal, Prescription, and Over-the-Counter Drugs**

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. [See DAEP and Expulsion for mandatory and permissive consequences under state law.]
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. [See Glossary for "paraphernalia."]
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student's own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person's prescription drug on school property or at a school-related event. [See Glossary for "abuse."]
- Abuse over-the-counter drugs. [See Glossary for "abuse."]
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. [See Glossary for "under the influence."]
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

**Misuse of Technology Resources and the Internet**

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student's parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district's system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

- Utilize artificial intelligence in a way that would constitute academic dishonesty or as a means of engaging in any other prohibited conduct.

**Safety Transgressions**

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

**Miscellaneous Offenses**

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, unauthorized use of artificial intelligence, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.

## Discipline Management Techniques

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including progressive discipline. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

## First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette

An appropriate administrator may place a student in a disciplinary alternative education program for the first-time offense of possession or use of a nicotine delivery product or e-cigarette, as defined by Section 161.081, Health and Safety Code.

If a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under Education Code 37.008, the student shall be placed in in-school suspension for a period of at least 10 school days **(See Discretionary Placement at a Disciplinary Alternative Education Program for more details).**

## Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined in a manner that results in a change to the student's educational placement for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists [see Glossary] until an Admission, Review, and Dismissal (ARD) committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

## Techniques

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.

- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension (ISS).
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- In-school suspension.
- Out-of-school suspension, as specified in Out-of-School Suspension.
- Placement in a DAEP.
- Expulsion and/or placement in an alternative educational setting, as specified in Placement and/or Expulsion for Certain Offenses.
- Expulsion, as specified in Expulsion.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

**Additional Disciplinary Offenses and Consequences to the General Conduct Violations**

These offenses have been grouped into four levels, depending upon the seriousness or persistence of offense.

- Level I – Offenses are those which are routinely/generally addressed by the classroom teacher using the Level I Discipline Documentation Form.
- Level II – Offenses are addressed by a teacher (if appropriate), an administrator or Campus Behavior Coordinator.
- Level III – Discretionary offenses, are addressed by an administrator or Campus Behavior Coordinator and may lead to a Disciplinary Alternative Education Program (DAEP) Placement.
- Level IV- Discretionary offenses and Mandatory offenses leading to a Discipline Alternative Education Program (DAEP) Placement.

## Level I Violations

The Campus Behavior Coordinator, administrator or classroom teacher shall promptly contact the parent or guardian by telephone.

In the event of such an offense, parent/guardian may be requested to attend a conference with the administrator or Campus Behavior Coordinator to discuss the offense and subsequent disciplinary action.

| Examples of Level I Violations | Level I Consequences |
|---|---|
| • Being tardy/late to class-persistent (secondary).<br>• Running or making noise in the school.<br>• Neglecting to bring materials or work to class.<br>• Failing to follow classroom/cafeteria rules.<br>• Failing to participate in classroom activities.<br>• Violating the dress code.<br>• Cheating or copying other students' work.<br>• Eating or drinking in an undesignated area.<br>• Chewing gum or consuming food/candy.<br>• Throwing objects or passing unauthorized notes.<br>• Talking back/arguing or name calling.<br>• Violating the telecommunication device guidelines<br>• Horse playing/scuffling (not fight).<br>• Spitting (without bodily contact).<br>• Violating bus conduct/safety rules not covered elsewhere (refer to process and procedures at Transportation).<br>• Inappropriate language (verbal or written).<br>• Abusing the use of a hall pass.<br>• Possessing toys/nuisance items, including paintballs.<br>• Telling a falsehood to an adult (not associated with an investigation)<br>• Possessing or using a skateboard, roller blades, shoes with wheels, or similar devices.<br>• Using or possessing visible personal devices for entertainment purposes during instructional day.<br>• Sharing your personal communication device with another student.<br>• Engaging in inappropriate public display of affection.<br>• Loitering on school campus before or after school.<br>• Selling or soliciting for sale unauthorized merchandise.<br>• Posting or distributing unauthorized publications. | • Verbal reprimand<br>• Confiscation of item<br>• Behavioral contracts<br>• Loss of privilege(s)<br>• Telephone call/note to parent or conference<br>• Change of seat assignment<br>• Grade penalties<br>• Exclusion from extracurricular activities<br>• Withdrawal or restriction of bus privileges; bus probation<br>• Detention<br>• In-school suspension<br>• Out-of-school suspension |

**Consequences for each level include but are not limited to those listed (Please see General Conduct Violations Commencing on Page 6).** Consequences will be repeated at the different levels for the purpose of the Campus Behavior Coordinator applying the progressive discipline followed by McAllen ISD. However, a student may be placed in the DAEP regardless of it being the student's first infraction/offense.

Please note that the consequences listed are the different options of the Campus Behavior Coordinator and it is not intended to follow a sequential order.

## Level II Violations

In the event of such an offense, parent/guardian may be requested to attend a conference with the administrator or Campus Behavior Coordinator to discuss the offense and subsequent disciplinary action. In deciding whether to order out-of-school suspension, the CBC shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Consequences will not be deferred pending the outcome of an appeal.

| Examples of Level II Violations | Level II Consequences |
|---|---|
| • Persistent offenses from Level I (acts of misconduct, including repeated bus infractions).<br>• Inappropriate language to include being directed towards another student and/or staff member (verbal or written).<br>• Noncompliance with the directives; disrespectful.<br>• Truancy, skipping class, leaving school/class without permission.<br>• Physically contacting student creating a disruptive environment.<br>• Encouraging or promoting a fight.<br>• Failing to serve detention.<br>• Possessing a current prescription (student's own medication), natural and/or homeopathic-like substances, dietary supplements, energy pills, energy drinks.<br>• Forging or altering school's records, parent's notes, forms, or other school/home communications.<br>• Defacing or damaging school property, including removal of barcodes; defacing/damaging another's property.<br>• Cheating or copying the work of another.<br>• Violating parking rules/procedures (high school).<br>• Intentionally or knowingly making defamatory or slanderous remarks (written and verbal) about others.<br>• Fighting (Verbal Confrontations).<br>• Using a laser pointer.<br>• Failing to disclose information, hiding/covering up info/evidence for self or others, or lying as a witness during an investigation. | • Confiscation of item<br>• Behavioral contracts<br>• Loss of privilege(s)<br>• Grade penalties<br>• Exclusion from extracurricular activities<br>• Withdrawal or restriction of bus privileges; bus probation<br>• Detention<br>• In-school suspension<br>• Out-of-school suspension |

**Consequences for each level include but are not limited to those listed (Please see General Conduct Violations Commencing on Page 6).** Consequences will be repeated at different levels for the purpose of the Campus Behavior Coordinator applying the progressive discipline followed by McAllen ISD. However, a student may be placed in the DAEP regardless of it being the student's first infraction/offense.

Please note that the consequences listed are the different options of the Campus Behavior Coordinator and it is not intended to follow a sequential order.

## Level III Violations

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

| Examples of Level III Violations | Level III Consequences |
|---|---|
| • Persistent offenses from Level II, including bus infractions.<br>• Starting and/or participating in a food fight.<br>• Creating /participating in disturbance/inappropriate activity to include via social media.<br>• Disrupting the school environment or educational process.<br>• Using racial slurs/comments, profane, vulgar, obscene, or threatening language, including hit lists (written or verbal); or obscene gestures.<br>• Discrimination/harassment based on the protected classes to include sexual harassment and dating violence.<br>• Fighting (Physical) or Assault (Class C Misdemeanor) of another student or an adult that is not an expellable offense.<br>• Using or Possessing or using lighters and matches.<br>• Possessing, disturbing, or using fireworks, stink bombs, smoke bombs, other noxious chemicals, or "shock" pens.<br>• Possessing drug paraphernalia, aerosol paint, or fixative spray.<br>• Stealing/theft or unauthorized possession of another person's property.<br>• Exhibiting, delivering, using, or selling look-alike weapons.<br>• Vandalizing, defacing or damaging school property, including non-felony graffiti.<br>• Engaging in behavior that is illegal that does not constitute a removable or expellable offense.<br>• Hazing- Class B; harassing or stalking (nonsexual).<br>• Bullying or cyberbullying if the elements of a Discretionary Expulsion are not met.<br>• Creating a potential health or safety hazard or a situation that may result in possible injury.<br>• Engaging in inappropriate behavior on school-related overnight trips.<br>• Gambling.<br>• Interfering with school activities, including trespassing, boycotting, and group demonstration.<br>• Tampering with a fire extinguisher, an automated external defibrillator (AED), or their storage cabinet. | • Confiscation of item<br>• Exclusion from extracurricular activities<br>• Withdrawal or restriction of bus privileges; bus probation<br>• In-school suspension<br>• Out-of-school suspension<br>• Campus AEP<br>• DAEP- I&G (Discretionary) |

**Consequences for each level include but are not limited to those listed (Please see General Conduct Violations commencing on page 6).** Consequences will be repeated at different levels for the purpose of the Campus Behavior Coordinator applying the progressive discipline followed by McAllen ISD. However, a student may be placed in the DAEP regardless of it being the student's first infraction/offense.

Please note that the consequences listed are the different options of the Campus Behavior Coordinator and it is not intended to follow a sequential order. Consequences will not be deferred pending the outcome of an appeal.

## Level IV Violations

The Campus Behavior Coordinator and administrator shall promptly contact the parent or guardian by telephone. The Campus Behavior Coordinator shall schedule the conference/hearing within three days, if applicable.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Consequences will not be deferred pending the outcome of an appeal.

| Examples of Level IV Violations | Level IV Consequences |
|---|---|
| **Discretionary Placements**<br>• Persistent offenses from Level II & III (including repeated bus infractions).<br>• Possessing or using one's own nonprescription drug.<br>• Attempting to sell/purchase a prohibited substance through verbal or written communication without being in possession.<br>• Indecent Assault- Class A.<br>• Possessing, distributing, or creating pornographic or sexually oriented material or material that promotes violence or other illegal activities, including sexting.<br>• Engaging in sexual conduct.<br>• Mooning, streaking or other forms of nudity.<br>• Exposing or attempting to expose one's undergarments or those of another (pantsing).<br>• Possessing ammunition non-felony.<br>• For additional infractions go to page 26.<br>• Making a 9-1-1 call that does not constitute a mandatory removal offense.<br>• Refer to page 6 of the General Conduct Violations and page 28 for additional infractions.<br><br>**Mandatory Placements**<br>• Those listed under Texas Education Code Chapter 37.006 and the offenses listed in the Student Code of Conduct.<br>• Refer to page 29 for additional infractions. | • Confiscation of item<br>• Exclusion from extracurricular activities<br>• Withdrawal or restriction of bus privileges; bus probation<br>• In-school suspension<br>• Out-of-school suspension<br>• Campus DAEP<br>• DAEP – I&G (Discretionary or Mandatory) |

**Consequences for each level include but are not limited to those listed (Please see General Conduct Violations commencing on page 6).** Consequences will be repeated at different levels for the purpose of the Campus Behavior Coordinator applying the progressive discipline followed by McAllen ISD. However, a student may be placed in the DAEP regardless of it being the student's first infraction/offense.

Please note that the consequences listed are the different options of the Campus Behavior Coordinator and it is not intended to follow a sequential order.

**Prohibited Aversive Techniques**

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL)]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

**Notification**

The CBC shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of Education Code 37.0012(d).

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the CBC shall send written notification by U.S. Mail. If the CBC is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

**Parental Involvement**

The district has not adopted a policy for parental involvement in school disciplinary placements under Education Code 37.0014.

**Appeals**

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the central administration office or online at www.mcallenisd.org.

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. [See policies FFH(LEGAL) and (LOCAL)]

**Removal from the School Bus**

A bus driver may refer a student to the principal's office or the CBC's office to maintain effective discipline on the bus. The principal or CBC must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges. Refer to Bus Rider Safety Contract Form.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the CBC may restrict or revoke a student's transportation privileges, in accordance with law.

### Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

### Routine Referral

A routine referral occurs when a teacher sends a student to the CBC's office as a discipline management technique. The CBC shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code of Conduct to maintain effective discipline in the classroom.

### Formal Teacher Removal

A teacher may initiate a formal removal from class if:

1. A student's behavior repeatedly interferes with the teacher's ability to teach the class or with other students' ability to learn.
2. A student demonstrates behavior that is unruly, disruptive, or abusive toward the teacher, another adult, or another student in the classroom.
3. A student engages in conduct that constitutes bullying, as defined by Education Code 37.0832.

A teacher, CBC, or other appropriate administrator must notify a parent or person standing in parental relation to the student of the formal removal. A teacher may remove a student from class based on a single incident of behavior.

Within three school days of the formal removal, the CBC or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the CBC or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

### Returning a Student to the Classroom

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's written consent.

A student who has been formally removed by a teacher for any other conduct may not be returned to the teacher's class without the teacher's written consent unless the placement review committee determines that

the teacher's class is the best or only alternative, and not later than the third-class day after the day the student was removed from class, a conference in which the teacher was provided an opportunity to participate has been held. The student may not be returned to the teacher's class unless the teacher provides written consent for the student's return or a return to class plan has been prepared for that student.

**Appeals of Formal Teacher Removals**

A student may appeal the teacher's removal of the student from class to the school's placement review committee or the campus's threat assessment and safe and supportive school team, in accordance with a district policy providing for such an appeal to be made to this team.

**In-School Suspension**

An in-school suspension is not subject to any time limit.

A school's principal or other appropriate administrator shall review the in-school suspension of a student at least once every 10 school days after the date of the suspension begins to evaluate the educational progress of the student and to determine if continued in-school suspension is appropriate.

During in-school suspension, a student shall receive appropriate behavioral support services and comparable educational services as the student would receive in the classroom. If the student receives special education services, the student must continue to receive special education and related services specified in the student's individualized education program (IEP) and continue to have an opportunity to progress in the general curriculum.

See First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette for limitations to the general rule.

**Process**

Before being suspended, a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The CBC shall determine the number of days of a student's suspension.

In deciding whether to order in-school suspension, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

## Out-of-School Suspension

### Misconduct

Students may be suspended for behavior listed in the Code of Conduct as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students below grade 3 unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;
- Conduct that threatens the immediate health and safety of other students in the classroom;
- Documented conduct that results in repeated or significant disruption to the classroom; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

### Process

State law allows a student to be assigned to out-of-school suspension for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The CBC shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

## Alternative Assignment

A parent or person standing in parental relation to the student may submit a written request to the principal or other appropriate administrator to reassign a student placed in out-of-school suspension. The parent or person standing in parental relation to the student must provide information and documentation that they are unable to provide suitable supervision for the student during school hours during the period of the suspension. It is the sole discretion of the principal or other appropriate administrator to reassign the student placed in out-of-school suspension.

## Coursework During Suspension

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to ISS or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

**Disciplinary Alternative Education Program (DAEP) Placement**

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten-grade 5 and secondary classification shall be grades 6-12.

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

**Discretionary Placement: Misconduct That May Result in DAEP Placement**

A student may be assigned to a DAEP for engaging in conduct that violates the district's General Conduct Violations, for offenses classified under Level I, Level II, Level III, and Level IV in the Disciplinary Infractions and Consequences section and for the following conduct violations:

**Misconduct Identified in State Law**

In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to die by suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public-school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public-school fraternity, sorority, secret society, or gang. [see Glossary]
- Involvement in criminal street gang activity. [see Glossary]
- Criminal mischief, not punishable as a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

- Engages in conduct that contains the elements of the offense of disruptive activities under Education Code 37.123.
- Engages in conduct that contains the elements of the offense of disruption of classes under Education Code 37.124.
- Possesses or uses an e-cigarette, as defined by Section 161.081,Health and Safety Code, except that if a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under Education Code 37.008, the student shall be placed in in-school suspension for a period of at least 10 school days. **The chart below details the consequences.** See First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette for additional information.

| Grade Level | First Time Offense | Second Offense | Third Offense or More |
|---|---|---|---|
| Elementary | DAEP Placement at Hendricks Elem. | DAEP Placement at Hendricks Elem. | DAEP Placement at Hendricks Elem. |
| Middle School | 10 Days of In School Suspension. | DAEP Placement at the Instruction & Guidance Center. | DAEP Placement at the Instruction & Guidance Center. |
| High School | 10 Days of In School Suspension. | DAEP Placement at Campus. | DAEP Placement at the Instruction & Guidance Center. |

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief [see Glossary] that the student engaged in conduct punishable as a felony that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process. Aggravated robbery or felonies listed as offenses in Title 5 [see Glossary] of the Penal Code are punishable as mandatory expulsions.

The CBC **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

**Mandatory Placement: Misconduct That Requires DAEP Placement**

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. [see Glossary]
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
  - Engages in conduct punishable as a felony.
  - Commits an assault [see Glossary] under Penal Code 22.01(a)(1).
  - Except as provided by Education Code 37.007(a)(3), sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not

constituting a felony offense. [School-related felony drug offenses are addressed in Expulsion.] [See Glossary for "under the influence," "controlled substance," and "dangerous drug."]

- Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.
- Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
- Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
- Sells, gives, or delivers to another person an e-cigarette, as defined by Section 161.081, Health and Safety Code.
- Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. [see Glossary]
- Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code sections 42.07(a)(1), (2), (3), or (7).

- Engages in expellable conduct and is six to nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation under Penal Code 36.06 against any school employee or volunteer on or off school property.
- Engages in conduct that contains the elements of harassment under Penal Code 42.07 against any school employee or volunteer on or off of school property.

The student receives deferred prosecution [see Glossary], or a court or jury finds that the student has engaged in delinquent conduct [see Glossary], or the superintendent or designee has a reasonable belief [see Glossary] under Section 53.03, Family Code, for conduct defined as any of the following offenses under the Penal Code:

1. A felony offense under Title 5;
2. The offense of deadly conduct under Section 22.05;
3. The felony offense of aggravated robbery under Section 29.03;
4. The offense of disorderly conduct involving a firearm under Section 42.01(a)(7) or (8); or
5. The offense of unlawfully carrying weapons under Section 46.02, except for an offense punishable as a Class C misdemeanor under that section.

**Disciplinary Alternative Education Placements**

MISD has Disciplinary Alternative Placements which requires students to serve their placement as determined in the discipline hearing. Each placement has specific amount of days that must be served, they are as follows:

| Instruction & Guidance Center (Secondary Only) | | | |
|---|---|---|---|
| Type of Removal | 1st Removal to DAEP | 2nd Removal to DAEP | 3rd Removal to DAEP |
| Discretionary | 25 - Attended Days. Plus 3 days for the Transition Period at the Home Campus. | 35 – Attended Days. Plus 3 days for the Transition Period at the Home Campus. | 45 – Attended Days. Plus 3 days for the Transition Period at the Home Campus. |
| Mandatory | 40 - Attended Days. Plus 3 days for the Transition Period at the Home Campus. | 50 - Attended Days. Plus 3 days for the Transition Period at the Home Campus. | 60 - Attended Days. Plus 3 days for the Transition Period at the Home Campus. |
| **Note: A Placement longer than 60 days may only be assigned after consultation with the Student Support Services Department. Removals are not sequential.** | | | |

| Campus DAEP (High School Only) | | |
|---|---|---|
| **Removal Level** | **Number of Removal Days** | **Description** |
| 1st | 10 - Days | Initial placement for first time or less severe infractions. |
| 2nd | 15 - Days | Increased removal duration due to repeated infractions or severity of behavior. May follow a prior Level I placement. |
| 3rd | 20 - Days | Highest level of removal. Reserved for persistent misbehavior following prior removals or placement for severe violations. |
| **Note: The levels of discipline are not sequential. The Campus Behavior Coordinator has the discretion to assign any level of consequence, including a Level III for a 1st offense, based on the severity and circumstances of the offense.** | | |

| Elementary DAEP | | |
|---|---|---|
| Discretionary Placement – 15 Attended School Days | Mandatory Placement – 30 Attended School Days | 3 - Transition Period at Home Campus |
| **Note: Any placement over 30 days must be reviewed with the Student Support Services Department.** | | |

| Juvenile Justice Alternative Education Program (JJAEP) |
|---|
| The length of the expulsion will be determined by the Expulsion Hearing Officer or their designee and will include a three-day Transition Period at the student's home campus. For additional details, please refer to the section titled **Length of Expulsion**. |

**Sexual Assault and Campus Assignments**

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

**Process**

Removals to a DAEP shall be made by the CBC.

**Conference**

When a student is removed from class for a DAEP offense, the CBC or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the CBC or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

**Consideration of Mitigating Factors**

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

**Placement Order**

After the conference, if the student is placed in a DAEP, the CBC shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code of Conduct, the placement order shall give notice of the inconsistency.

**DAEP at Capacity**

If a DAEP is at capacity at the time the CBC is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time the CBC is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.

**Coursework Notice**

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal, and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

**Length of Placement**

The CBC shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

**Exceeds One Year**

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

**Exceeds School Year**

Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the CBC or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others; or
2. The student has engaged in serious or persistent misbehavior [see Glossary] that violates the district's Code of Conduct.

**Exceeds 60 Days**

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

**Appeals**

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the central administration office or online at www.mcallenisd.org**.**

Appeals for DAEP Placement shall begin at Level Two with the board's designee. The board designates the Director for Human Resources, or the campus principal.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

**Restrictions During Placement**

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or cocurricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

The district shall provide transportation to students in a DAEP.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

**Placement Review**

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the CBC or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return

to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

**Additional Misconduct**

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC may enter an additional disciplinary order as a result of those proceedings.

**Notice of Criminal Proceedings**

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication [see Glossary], or deferred prosecution will be initiated; or

2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

**Withdrawal During Process**

When a student violates the district's Code of Conduct in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the CBC may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the CBC or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

**Newly Enrolled Students**

The district shall continue the DAEP placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees, or if the extended placement is in the best interest of the student.

**Emergency Placement Procedure**

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

**Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

## Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

### Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers;
2. Will be detrimental to the educational process; or
3. Is not in the best interests of the district's students.

### Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

### Newly Enrolled Students

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

### Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

**Expulsion**

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

**Discretionary Expulsion: Misconduct That May Result in Expulsion**

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled.

**Any Location**

A student **may** be expelled for:

- Engaging in bullying that encourages a student to die by suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Criminal mischief, if punishable as a felony.
- Breach of computer security. [see Glossary]

**At School, Within 300 Feet, or at a School Event**

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug, unless the conduct is punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. [See Glossary for "under the influence."]
- Engaging in deadly conduct. [see Glossary]

**Within 300 Feet of School**

A student may be expelled for possession of a firearm, as defined by federal law, while within 300 feet of school property, as measured from any point on the school's real property boundary line.

**Property of Another District**

A student may be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

**While in a DAEP**

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code of Conduct, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
4. Conduct that constitutes the offense of:
    a. Public lewdness under Penal Code 21.07;
    b. Indecent exposure under Penal Code 21.08;
    c. Criminal mischief under Penal Code 28.03;
    d. Hazing under Education Code 37.152; or
    e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

**Mandatory Expulsion: Misconduct That Requires Expulsion**

A student **must** be expelled under federal or state law for any of the following offenses that occur on or off school property.

**Under Federal Law**

Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. [see Glossary]

**Note:** Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

**Under the Penal Code**

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
- A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. [see Glossary] Note: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. See policy FNCG(LEGAL).

- A location-restricted knife, as defined by state law. [see Glossary]
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. [see Glossary]
- Engages in conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under Education Code 37.125.
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
    - Aggravated assault, sexual assault, or aggravated sexual assault.
    - Arson. [see Glossary]
    - Murder, capital murder, or criminal attempt to commit murder or capital murder.
    - Indecency with a child.
    - Kidnapping or aggravated kidnapping.
    - Burglary, robbery or aggravated robbery.
    - Manslaughter.
    - Criminally negligent homicide.
    - Continuous sexual abuse of a young child or disabled individual.
    - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
    - Engaging in conduct that contains elements of assault against a school employee or volunteer.

**Under Age 10**

When a student under the age of 10 engages in behavior that is expellable behavior, the student shall not be expelled but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

**Virtual Expulsion Program**

In some circumstances, a student may be placed in a virtual expulsion program.

- The school must ensure students in the program have the necessary technology and internet and must provide it if needed.
- The virtual program must, as much as possible, meet the same requirements as an in-person disciplinary alternative education program (DAEP).
- The student's placement must be reviewed every 45 school days.
- If an in-person spot becomes available, the school should plan the student's return to in-person learning.
- If continued virtual placement is appropriate, the school must document the decision.

**Consideration of Virtual Education as Alternative to Expulsion**

Before a school district may expel a student, the district must consider the appropriateness and feasibility of, as an alternative to expulsion, enrolling the student in a full-time hybrid program, full-time virtual program,

full-time hybrid campus, or full-time virtual campus. This requirement does not apply to a student expelled under Education Code 37.0081 or 37.007(a), (d), or(e)**.**

**Process**

If a student is believed to have committed an expellable offense, the CBC or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

**Hearing**

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district;
2. An opportunity to testify and to present evidence and witnesses in the student's defense; and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates the Director for Human Resources authority to conduct hearings and expel students.

**Board Review of Expulsion**

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

**Expulsion Order**

Before ordering the expulsion, the board or CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;

3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the Director of Human Resources shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Code of Conduct, the expulsion order shall give notice of the inconsistency.

**Length of Expulsion**

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees; or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

**Withdrawal During Process**

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the CBC or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

### Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC or the board may issue an additional disciplinary order as a result of those proceedings.

### Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

### Newly Enrolled Students

The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order; and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees; or
2. Extended placement is in the best interest of the student.

### Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Emergency expulsion may be ordered based on a single incident of behavior by the student. Within 10 days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

### DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than 10 years of age.

### Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

**Certain Felonies**

Regardless of whether DAEP placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or CBC makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 [see Glossary] of the Penal Code. The student must have:

- Received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred;
2. The location at which the conduct occurred;
3. Whether the conduct occurred while the student was enrolled in the district; or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

**Hearing and Required Findings**

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers;
2. Will be detrimental to the educational process; or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

**Length of Placement**

The student is subject to the placement until:

1. The student graduates from high school;
2. The charges are dismissed or reduced to a misdemeanor offense; or
3. The student completes the term of the placement or is assigned to another program.

**Placement Review**

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the CBC or board's designee at intervals not to exceed 120 days. In the case of a high

school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

**Newly Enrolled Students**

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

**Glossary**

**Abuse** is improper or excessive use.

**Aggravated robbery** is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
    a. 65 years of age or older; or
    b. A disabled person.

Antisemitism is defined by Government Code section 448.001 as a certain perception of Jews that may be expressed as hatred toward Jews. The term includes rhetorical and physical acts of antisemitism directed toward Jewish or non-Jewish individuals or their property or toward Jewish community institutions and religious facilities. Examples of antisemitism are included with the International Holocaust Remembrance Alliance's "Working Definition of Antisemitism" adopted on May 26, 2016.

**Armor-piercing ammunition** is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

**Arson** is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
    a. Any vegetation, fence, or structure on open-space land; or
    b. Any building, habitation, or vehicle:
        (1) Knowing that it is within the limits of an incorporated city or town;
        (2) Knowing that it is insured against damage or destruction;
        (3) Knowing that it is subject to a mortgage or other security interest;
        (4) Knowing that it is located on property belonging to another;
        (5) Knowing that it has located within it property belonging to another; or
        (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
    a. Recklessly damaging or destroying a building belonging to another; or
    b. Recklessly causing another person to suffer bodily injury or death.

**Assault** is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

**Breach of computer security** includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes school district property or information or commits a breach of any other computer, computer network, or computer system.

**Bullying** is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;

2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;

3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or

4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;

2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and

3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

**Chemical dispensing device** is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

**Club** is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

**Controlled substance** means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

**Criminal street gang** is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

**Cyberbullying** is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a

computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

**Dangerous drug** is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

**Dating violence** occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

**Deadly conduct** under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

**Deferred adjudication** is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

**Deferred prosecution** may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

**Delinquent conduct** is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

**Discretionary** means that something is left to or regulated by a local decision maker.

**E-cigarette** means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

**Explosive weapon** is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

**False alarm or report** under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

**Firearm** is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;

2. The frame or receiver of any such weapon;

3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or

4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

**Graffiti** includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

**Handgun** is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

**Harassment** includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);

2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or

3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:

   a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;

   b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;

   c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;

   d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

   e. Making a telephone call and intentionally failing to hang up or disengage the connection;

   f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;

   g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

   h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another

person, unless the communications are made in connection with a matter of public concern, as defined by law; or

i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

**Hazing** is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;

2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;

3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or

4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

**Hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

**Improvised explosive device** is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

**Indecent exposure** is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

**Intimate visual material** is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

**Location-restricted knife** is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

**Knuckles** means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**Look-alike weapon** means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

**Machine gun** as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

**Mandatory** means that something is obligatory or required because of an authority.

**Paraphernalia** are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

**Personal Communication Device** means a telephone, cell phone such as a smartphone or flip phone, tablet/laptop, smartwatch/smart glasses, radio device, paging device, or any other electronic device capable of telecommunication or digital communication.

**Possession** means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
3. Personal communication devices or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

**Prohibited weapon** under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:
    a. An explosive weapon; or
    b. A machine gun.
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

**Public Lewdness** is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

**Public school fraternity, sorority, secret society, or gang** means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

**Reasonable belief** is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

**Self-defense** is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

**Serious misbehavior** means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code Section 1.07; or
4. Conduct that constitutes the offense of:
    a. Public lewdness under Penal Code 21.07;
    b. Indecent exposure under Penal Code 21.08;
    c. Criminal mischief under Penal Code 28.03;
    d. Hazing under Education Code 37.152; or
    e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

**Serious or persistent misbehavior** includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

**Short-barrel firearm** is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

**Terroristic threat** is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or

6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

**Tire deflation device** is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

**Title 5 felonies** are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to die by suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

**Under the influence** means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the in-fluence" need not be legally intoxicated to trigger disciplinary action.

**Use** means voluntarily introducing into one's body, by any means, a prohibited substance.

**Zip gun** is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action of the 2026-2027 Texas Teacher Evaluation and Support System (T-TESS) Calendar

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Board Policy DNA(LOCAL) and (LEGAL) -Performance Appraisal: Evaluation of Teachers Chapter 150. Commissioner's Rules Concerning Educator Appraisal Sub-chapter AA. Teacher Appraisal Texas Education Code, 21.351.356. Under the existing T-TESS guidelines, the District Board of Trustees is required to approve annually the T-TESS calendar specifying the time frame in which teacher appraisals must occur.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The T-TESS support system currently in place includes, but is not limited to TEA, SBEC, TASB, Region I and Region XIII. Required materials and training have been budgeted within the Division of Curriculum and Instruction.

LEGAL REVIEW:

None.

BUDGETARY CONSIDERATIONS:

Budgeted.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the 2026-2027 Texas Teacher Evaluation and Support System (T-TESS) Calendar.

**Attachment:** ☑

**SUBMITTED BY:** Alberto Canales (Aug 3, 2026 16:49:08 CDT)

**SUPERVISOR:** Lorena Garcia (Aug 3, 2026 16:52:07 CDT)

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:**

RENE GUTIERREZ (Aug 3, 2026 17:33:58 CDT)

**Superintendent of Schools**

MCALLEN ISD

# Texas Teacher Evaluation and Support System T-TESS
# CALENDAR 2026-2027

| DATE | |
|---|---|
| August 4-14, 2026 | T-TESS Teacher Orientation |
| September 1, 2026 | Formal classroom T-TESS observations may begin.<br>(No earlier than two weeks after Teacher Orientation) |
| August 17-September 25, 2026 | Goal-Setting and Professional Development Plan and Student Learning Objective (SLO) submitted to appraiser<br>(No later than six weeks after Teacher Orientation) |
| November 20, 2026 | Last full instructional day before Thanksgiving holidays.<br>No observations may be conducted. |
| November 30- December 11, 2026 | STAAR Assessment Window – High School<br>No observations may be conducted during actual test days. |
| December 17, 2026 | Last full instructional day before Winter Break.<br>No observations may be conducted. |
| March 11, 2027 | Last full instructional day before Spring Break.<br>No observations may be conducted. |
| February 15- March 26, 2027 | TELPAS Assessment Window<br>No observations may be conducted during actual test days. |
| April 2, 2027 | All appraisals must be completed |
| April 12, 2027 | Deadline for Teacher GSPD Part 2 – End of Year Reflection.<br>(First day of the last six weeks period) |
| May 5, 2027 | Summative Appraisal Reports due to teachers.<br>(10 business days prior to scheduling summative conference) |
| May 12, 2027 | All Summative Conferences must be completed. (Fifteen Business days before last day of instruction) |
| June 2, 2027 | Early Dismissal/End of appraisal period. The written annual summative report shall be marked complete in TEEMS *(Texas Educator Excellence Management System)* to be placed in the teacher's personnel file. |

Proposed to Board of Trustees 8/11/26

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action on Request for Information No. 2026-1033 Employer Direct Hospital Services for District Staff.

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On March 13, 2026, the McAllen Independent School District issued a Request for Information ("RFI") to local healthcare providers to explore direct provider healthcare models that may support district staff health and well-being.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Five (5) hospital systems were invited to submit information, two (2) hospital systems declined participation, One (1) hospital system did not respond, and two (2) hospital systems submitted proposals. The evaluation committee (the "Committee"), comprised of Lorena Garcia, Deputy Superintendent for Business & Operations; Dr. Albert Canales, Chief Human Resources Officer; Karina Perez, Director for Employee Benefits, Safety, & Risk Management; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Mariza Malm, Senior Buyer; consulted with Valley Risk Consulting, and evaluated the proposals. Administration recommends awarding South Texas Health System.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for this are budgeted through the Health Fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve RFI No. 2026-1033 Employer Direct Hospital Services for District Staff and award South Texas Health System for an initial term of one (1) year, effective January 1, 2027 to December 31, 2027, with the option to renew up to four (4) additional one (1) year terms, subject to mutual agreement.

**Attachment**: ☑

**SUBMITTED BY:** Alberto Canales (Jul 30, 2026 16:55:07 CDT)

**SUPERVISOR:** Lorena Garcia (Jul 30, 2026 16:55:57 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resource Officer
Office: (956) 618-6005
Email: albert.canales@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 30, 2026 17:03:47 CDT)

**Superintendent of Schools**

**2026-1033 Employer Direct Hospital Services**

| Category | Doctors Hospital at Renaissance (DHR) | South Texas Health System (STHS) |
|---|---|---|
| **Proposed Discount** | **2%** | **5%** |
| **Emergency Room** | Available | Multiple available |
| **Hospital Facilities** | DHR Health Hospital, DHR Women's Hospital, DHR Behavioral Hospital | STHS McAllen, STHS Edinburg, STHS Heart, STHS Children's, Behavioral Health Services |
| **Student Sports Physicals** | Available $15.00 per student | Available $12.00 per student |
| **Provider Network** | Extensive physician and specialty network throughout the Rio Grande Valley | Extensive physician and specialty network throughout the Rio Grande Valley |
| **Primary Care & Specialty Access** | Multiple primary care and specialty clinics | Multiple primary care and specialty clinics |
| **Urgent Care Access** | Available | Available |
| **Outpatient Services** | Available | Available |
| **Behavioral Health Services** | Available | Available |
| **Imaging Services** | Multiple imaging locations | Multiple imaging locations |
| **Wellness Programs** | Available | Available |
| **Implementation Timeline** | 90 Days | 90 Days |

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action Regarding Board Policy CV(Local) - Facilities Construction

REFERENCE: Goal 3 - Facility Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Board Policy CV(Local) - Facilities Construction deals with compliance with law, construction contracts, change orders, project administration and final payment. It was part of Update 126 and was issued on November 10, 2025.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Administration is recommending that the Board of Trustees review and discuss Board Policy CV(Local) - Facilities Construction and provide possible action.

LEGAL REVIEW:

Not Applicable.

BUDGETARY CONSIDERATIONS:

Not Applicable.

RECOMMENDED BOARD ACTION:

That the Board of Trustees discuss and provide possible action regarding Board Policy CV(Local) - Facilities Construction.

**Attachment**: ☑

**SUBMITTED BY:** Alberto Canales (Aug 4, 2026 17:26:28 CDT)

**SUPERVISOR:** Lorena Garcia (Aug 5, 2026 07:55:57 CDT)

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:**

RENE GUTIERREZ (Aug 5, 2026 08:09:49 CDT)

**Superintendent of Schools**

**Compliance with Law**

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

**Construction Contracts**

The Board delegates to the Superintendent the authority to determine, prior to advertising, the project delivery/contract award method to be used for each construction contract valued at or above the competitive purchasing threshold established in law. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above $50,000, the Superintendent shall submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

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***Note:*** For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

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**Change Orders**

Change orders permitted by law shall be approved prior to any changes being made in the approved plans or the actual construction of the facility.

Change orders valued at or above $50,000 shall require Board approval. The Superintendent shall be authorized to approve change orders of a lesser amount.

**Project Administration**

All construction projects shall be administered by the Superintendent.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

**Final Payment**

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Report Regarding the Delinquent Tax Collections for the Period of April 1, 2026 to June 30, 2026

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

In order to keep the Board of Trustees informed, the firm of Linebarger, Goggan, Blair & Sampson LLP has prepared the enclosed Delinquent Tax Collection Report.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The report summarizes the results achieved by Linebarger, Goggan, Blair & Sampson LLP on the delinquent tax collection efforts for the 2025 - 2026 fiscal year.

LEGAL REVIEW:

Not required.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

The Report Regarding the Delinquent Tax Collections for the Period of April 1, 2026 to June 30, 2026 is submitted to the Board for information purposes only and requires no Board action.

**Attachment**: ☑

**SUBMITTED BY:** JOEL GARCIA

**SUPERVISOR:** Lorena Garcia
Lorena Garcia (Jul 29, 2026 11:52:38 CDT)

For further information contact:
Name: Joel Garcia, CPM, Chief Financial Officer
Office: (956) 618-6016
Email: joel.garcia@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 29, 2026 12:18:41 CDT)

**Superintendent of Schools**

McALLEN INDEPENDENT SCHOOL DISTRICT

# McALLEN ISD

## DELINQUENT TAX COLLECTION REPORT

LINEBARGER
ATTORNEYS AT LAW

1512 South Lone Star Way, Edinburg, Texas 78539 ✪ Tel. (956) 383-4500

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW

1512 S. Lone Star Way ★ Edinburg, Texas 78539
Tel: (956) 383-4500 Fax: (956) 383-7820

Mrs. Lucia Regalado, President
Mr. Robert J. Carreon, Vice-President
Mr. Roberto A. Haddad, Secretary
Mrs. Erica De La Garza-Lopez, Trustee
Dr. Elizabeth Kittleman, Trustee
Mrs. Sofia M. Pena, Trustee
Mr. Aaron D. Pena, Trustee
Dr. René Gutiérrez, Superintendent
McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501

RE: Delinquent Tax Collection for April 01, 2026 through June 30, 2026

Dear Dr. Gutierrez and Board of Trustees:

The Linebarger Goggan Blair & Sampson, LLP Report highlights our delinquent ad valorem tax collection program on behalf of McAllen Independent School District. Our collection results, as noted herein, indicate our efforts continue to be successful for the McAllen Independent School District.

Please know that we truly appreciate the opportunity to represent McAllen Independent School District on all delinquent ad valorem tax matters. As always, we will continue to provide McAllen Independent School District with quality representation, consistent results, and an ample experienced staff of attorneys and legal assistants dedicated to servicing your account. We are available to address any questions you may have or to discuss any concerns that interest you at your convenience.

Sincerely,

Kelly R. Salazar
Capital Partner

LINEBARGER
ATTORNEYS AT LAW

Our delinquent tax collection program for McAllen Independent School District continues to emphasize two basic premises: to work with individual taxpayers to collect taxes owed to McAllen Independent School District and to only use the tool of litigation as a final option. We listen and continually adapt to your changing needs to ensure that we are providing the best possible service and deliver customized collection programs that yield the best possible results. The following information is an overview of our collections efforts during this reporting period.

## MAILINGS

Our extensive mailing program is designed to advise people who have not paid their delinquent taxes to McAllen Independent School District. During the course of the fiscal year, we send delinquent notices, with varying degrees of intensity to every delinquent taxpayer. The intensity of the notice varies on factors such as: time of year, type of property and the particular needs of the jurisdiction.

FOURTH QUARTER

1 Demand Mailing – 1,214 Statements Mailed

FISCAL YEAR

8 Demand Mailing – 14,071 Statements Mailed

## CONTACTS

Our comprehensive collection services provide a wide scope of exceptional assistance to McAllen Independent School District and its residents. Equipped with multi-skilled representatives, we create and manage flexible payment plans for taxpayers experiencing any financial hardship.

FOURTH QUARTER

1,412 Phone Calls

1,761 Digital Outreach

108 On-Site Visits

FISCAL YEAR

5,654 Phone Calls

7,046 Digital Outreach

454 On-Site Visits

## LITIGATION

Filing a lawsuit to collect delinquent taxes is used as a final resort; after diligent efforts to contact and work with taxpayers are fully exhausted. Once the decision to file suit has been made, a complete property title search is conducted, the taxable property is further identified and all interested parties, including all lien holders, are identified and served with notice of the lawsuit.

FOURTH QUARTER

| Litigation Activity | Cases | Base, Penalty and Interest |
|---|---|---|
| • Filed Lawsuits | 69 | $195,630 |
| • Lawsuits Disposed | 17 | $138,590 |
| • Judgments Taken | 13 | $45,647 |

FISCAL YEAR

| Litigation Activity | Cases | Base, Penalty and Interest |
|---|---|---|
| • Filed Lawsuits | 183 | $742,545 |
| • Lawsuits Disposed | 90 | $520,735 |
| • Judgments Taken | 53 | $199,134 |
| • Tax Warrants | 38 | $133,059 |
| • Pending Litigation | 340 | $1,814,567 |

## TAX SALES/RESALES

Our Office regularly monitors all judgments we take on behalf of McAllen Independent School District. During this quarter, one (1) tax sale was conducted, placing two (2) properties for sale. During this fiscal year, five (5) tax sales were conducted, placing ten (10) properties for sale.

FOURTH QUARTER

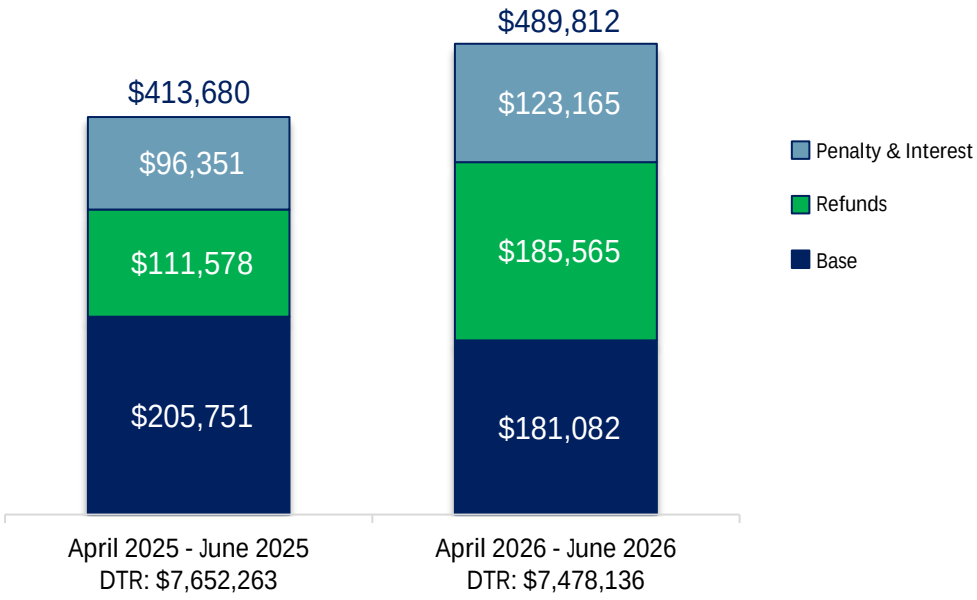
| Tax Sale Result | Number of Properties | Base, Penalty and Interest |
|---|---|---|
| Struck Off | 1 | $1,777 |
| Pulled – Paid In Full | 1 | $16,777 |

FISCAL YEAR

| Tax Sale Result | Number of Properties | Base, Penalty and Interest |
|---|---|---|
| Struck Off | 1 | $1,777 |
| Pulled – Paid In Full | 7 | $49,648 |
| Sold | 2 | $17,044 |

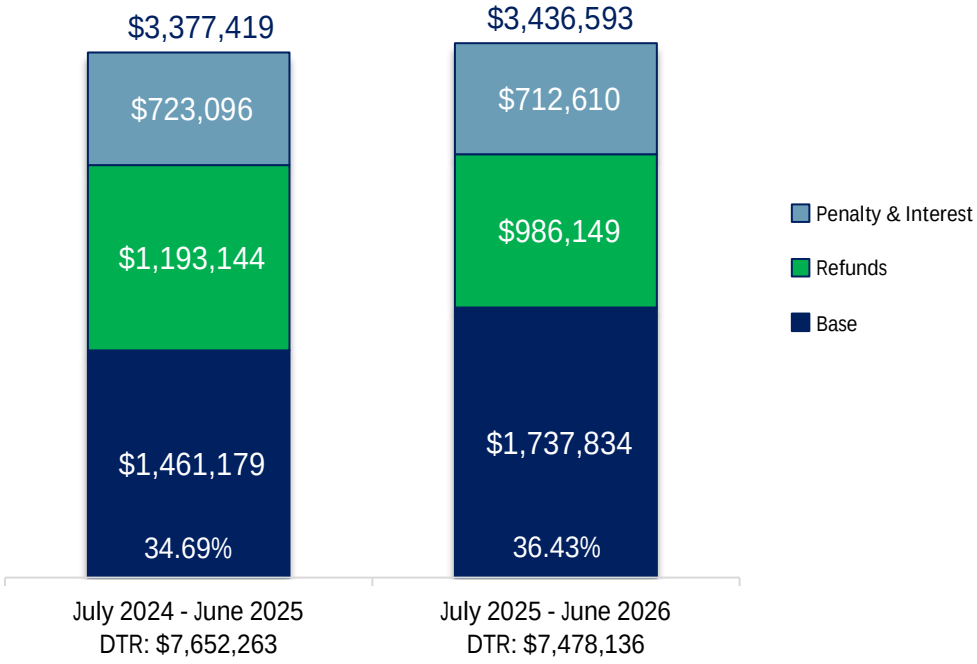
## COLLECTIONS

### Fourth Quarter Comparison




Source: Hidalgo County Tax Office Reports

### Fiscal Year Collection Comparison




Source: Hidalgo County Tax Office Reports

## FUTURE OVERVIEW

Our office is committed to making necessary adjustments to our collection procedures and methods to best advocate for McAllen Independent School District. We will continue to offer firm yet flexible payment options for the McAllen Independent School District taxpayers.

### Review of Pending Judgments and the Filing of Additional Lawsuits

During the next quarter we will continue to work pending lawsuits for full payment or payment agreements. We will also continue researching the delinquent tax roll for possible new lawsuits; both real and personal property accounts.

### Continued Monitoring of Bankruptcy Accounts

As a continuation of our standard operating practice, we will actively monitor and verify accounts in bankruptcy for the payment of taxes, penalties, and interest owed to the School District.

### Digital Outreach

Our office will continue it's digital outreach initiative to delinquent taxpayers by sending text message reminders in addition to traditional mailed notices. These messages are delivered using a short code (a 5-to-6-digit number regulated by mobile carriers) which enhances legitimacy, security, and reliability while ensuring Linebarger's branding is clearly displayed so residents can easily recognize the sender. Short codes reduce the risk of messages being mistaken for spam, improve delivery rates, and demonstrate compliance with industry standards. A concise summary of the account, a phone number, and direct links to our vetted payment portal—ensuring the process remains simple, transparent, and accessible. When we help people resolve their obligations more easily, we help the district recover vital revenue more efficiently.

### Mailing Program

Our in-house letter program sends letters to taxpayers who are otherwise non-responsive to phone calls. These letters inform the delinquent taxpayer of options available for payment during this period.

### Scheduling of Property Sales

As properties are taken to judgment, they will be reviewed and checked for payment. Those judgments with no taxpayer response will be further reviewed and scheduled for possible tax sale.

Execution of the work plan established for the McAllen Independent School District will include the constant monitoring of collection figures in order to adjust resources and enforce the collection of delinquent taxes. Our collection efforts will also include prosecuting pending suits to conclusion, mailing monthly letters, and filing new suits in order to maximize the collection of taxes. We will continue to work closely with you and your administrative staff to provide assistance and advice on all property tax matters, including changes in the law brought about by amendments to the Texas Property Tax Code.

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Report Regarding the 2026 Anticipated Collection Rate and 2025 Excess Debt Tax Collections

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The Hidalgo County Tax Assessor/Collector has been collecting the District's current taxes since 1996.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The Hidalgo County Tax Assessor/Collector must certify the 2026 anticipated collections rate and must consider anticipated collections in calculating the debt component of its Rollback Tax Rate, now titled Voter-Approved Rate, in addition to certifying the 2025 excess debt tax collections.

The 2026 anticipated collection rate and the 2025 excess debt tax collections have been projected at 100% collection.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

The Report Regarding the 2026 Anticipated Collection Rate and 2025 Excess Debt Tax Collections is submitted to the Board for information purposes only and requires no Board action.

**Attachment**: ☑

**SUBMITTED BY:** JOEL GARCIA

**SUPERVISOR:** Lorena Garcia
Lorena Garcia (Jul 30, 2026 13:22:27 CDT)

For further information contact:
Name: Joel Garcia, CPM, Chief Financial Officer
Office: (956) 618-6016
Email: joel.garcia@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 30, 2026 13:58:57 CDT)

**Superintendent of Schools**

*Office of Tax Assessor-Collector*

**COUNTY of HIDALGO**

*Pablo "Paul" Villarreal, Jr. PCC.*




July 7, 2026

MCALLEN ISD
LORENA GARCIA
2000 NORTH 23RD
MCALLEN, TX 78501

P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

Re: 2026 MCALLEN ISD Anticipated Collection Rate
And Excess 2025 Debt Tax Collections

Dear Mr/s. GARCIA:

As you are aware, a taxing unit that levies a Debt Tax must consider anticipated collections in calculating the debt component of its Voter Approval Tax Rate. The collector must certify the above mentioned in addition to excess Debt Tax Collections for the year 2025 to the governing body.

**Certification**

This is to certify that the Estimated Collection Rate for the year 2026 has been projected at the 100% rate.

Also, the 2025 Estimated Collection Rate was projected at 100% and consequently no excess Debt Tax Collections are to be reported in Schedule "B", 2025 Debt Service Report.

Sincerely,

Pablo (Paul) Villarreal Jr., PCC

Encl.



2804 S. Bus. Hwy 281 • Edinburg, TX 78539

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Report Regarding Taxes Collected for April through June 2026.

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The Hidalgo County Tax Office has been collecting the District's current taxes since 1996.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Tax roll modifications are due to late homestead exemptions, properties under protest, omitted properties and rollbacks. These modifications resulted in a quarterly net decrease to taxes receivable of $450,562.28 for April through June 2026. Modifications are posted to the general ledger on a monthly basis and are included as part of the monthly tax report.

The April through June 2026 Tax Collections Reports are attached. The amount collected was $1,713,524.24.

| | April | May | June |
|---|---|---|---|
| Local Maintenance Collection | $ 548,977.13 | $ 545,898.93 | $ 383,641.46 |
| Debt Service Collection | 84,446.94 | 88,603.35 | 61,956.43 |
| Total Collection | $ 633,424.07 | $ 634,502.28 | $ 445,597.89 |

LEGAL REVIEW:
Not required.

BUDGETARY CONSIDERATIONS:
Not required.

RECOMMENDED BOARD ACTION:

The Report Regarding Taxes Collected for April through June 2026 is submitted to the Board for information purposes only and requires no Board action.

**Attachment**: ☑

**SUBMITTED BY:** JOEL GARCIA
JOEL GARCIA (Jul 30, 2026 14:52:47 CDT)

**SUPERVISOR:** Lorena Garcia
Lorena Garcia (Jul 30, 2026 15:44:00 CDT)

For further information contact:
Name: Joel, Garcia, CPM, RTSBA
Office: Business Office (956) 618-6016
eMail: joel.garcia@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 30, 2026 15:47:22 CDT)

**Superintendent of Schools**

PREPARED BY: JULIE TORRES

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN I.S.D. TAXES COLLECTED FOR:
APRIL 2026

**COMPARATIVE RATE OF COLLECTIONS**

| MCALLEN I.S.D. SML - 47 | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2025/2026 | COLLECTED 2024/2025 |
|---|---|---|---|---|---|---|---|
| 2025 TAX ROLL | 87,002,591.22 | 80,655,410.52 | 0.00 | (2,149,660.84) | 4,197,519.86 | 95.05% | 95.63% |
| 2024 & PRIOR YRS | 7,478,136.27 | 1,519,517.22 | (146,229.89) | (1,025,400.88) | 4,786,988.28 | 24.09% | 21.65% |
| ROLLBACK | 215,441.43 | 395,553.62 | 0.00 | 181,329.31 | 1,217.12 | 99.69% | 84.53% |
| TOTALS | 94,696,168.92 | 82,570,481.36 | (146,229.89) | (2,993,732.41) | 8,985,725.26 | | |

**BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF APRIL 2026**

| | MCALLEN ISD | MONTHLY MODIFICATIONS | |
|---|---|---|---|
| CURRENT YEAR-BASE TAX | 652,536.19 | (239,288.44) | CURRENT |
| CURRENT YEAR-P&I | 82,927.45 | | |
| PRIOR YEARS-BASE TAX | (37,234.60) | (182,236.18) | PRIOR |
| PRIOR YEARS-P&I | 37,167.85 | | |
| ROLLBACK | 18,122.48 | 0.00 | ROLLBACK |
| ROLLBACK P&I | 0.00 | | |
| ATTORNEY FEES | 31,498.09 | 0.00 | PURGED |
| TOTAL COLLECTIONS | 785,017.46 | (421,524.62) | |
| LESS TRANSFERRED | 710,767.59 | | |
| LESS IN TRANSIT | 60,041.86 | | |
| LESS DUE TO HCAD COMM FEES | 354.01 | | |
| LESS DUE TO CO TREASURER | 13,854.00 | | |
| | 0.00 | | |
| BALANCE | (0.00) | | |

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF APRIL 2026 IS CORRECT.

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

NOTARY PUBLIC
Jose Joaquin Quintanilla
Notary ID#
134782895
My Comm. Exp.
03-11-2029
STATE OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 8TH DAY OF MAY 2026 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

PREPARED BY: JULIE TORRES

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN I.S.D. TAXES COLLECTED FOR:
MAY 2026

## COMPARATIVE RATE OF COLLECTIONS

| MCALLEN I.S.D. SML - 47 | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2025/2026 | COLLECTED 2024/2025 |
|---|---|---|---|---|---|---|---|
| 2025 TAX ROLL | 87,002,591.22 | 81,169,454.78 | 0.00 | (2,223,094.58) | 3,610,041.86 | 95.74% | 96.24% |
| 2024 & PRIOR YRS | 7,478,136.27 | 1,627,991.24 | (146,229.89) | (1,031,604.66) | 4,672,310.48 | 25.84% | 22.98% |
| ROLLBACK | 215,441.43 | 407,537.62 | 0.00 | 193,313.31 | 1,217.12 | 99.70% | 84.53% |
| TOTALS | 94,696,168.92 | 83,204,983.64 | (146,229.89) | (3,061,385.93) | 8,283,569.46 | | |

## BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MAY 2026

| | MCALLEN ISD | MONTHLY MODIFICATIONS | |
|---|---|---|---|
| CURRENT YEAR-BASE TAX | 514,044.26 | (73,433.74) | CURRENT |
| CURRENT YEAR-P&I | 66,372.51 | | |
| PRIOR YEARS-BASE TAX | 108,474.02 | (6,203.78) | PRIOR |
| PRIOR YEARS-P&I | 43,887.73 | | |
| ROLLBACK | 11,984.00 | 11,984.00 | ROLLBACK |
| ROLLBACK P&I | 0.00 | | |
| ATTORNEY FEES | 43,190.80 | 0.00 | PURGED |
| TOTAL COLLECTIONS | 787,953.32 | (67,653.52) | |
| LESS TRANSFERRED | 441,245.24 | | |
| LESS IN TRANSIT | 332,590.91 | | |
| LESS DUE TO HCAD COMM FEES | 263.17 | | |
| LESS DUE TO CO TREASURER | 13,854.00 | | |
| | 0.00 | | |
| BALANCE | 0.00 | | |

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MAY 2026 IS CORRECT.

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

HIDALGO COUNTY ASSESSOR & COLLECTOR OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 8TH DAY OF JUNE 2026 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS

JOSE EDGAR JARAMILLO
Notary Public
STATE OF TEXAS
Notary ID# 129118667
My Comm. Exp. 09-10-2028

PREPARED BY: JULIE TORRES

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN I.S.D. TAXES COLLECTED FOR:
JUNE 2026

## COMPARATIVE RATE OF COLLECTIONS

| MCALLEN I.S.D. SML - 47 | ORIGINAL TAX LEVY | COLLECTED TO DATE | DROPPED YRS AFTER PURGE | MODIF. TO DATE | TAXES OUTSTANDING | PERCENT 2025/2026 | COLLECTED 2024/2025 |
|---|---|---|---|---|---|---|---|
| 2025 TAX ROLL | 87,002,591.22 | 81,505,210.39 | 0.00 | (2,258,932.74) | 3,238,448.09 | 96.18% | 96.69% |
| 2024 & PRIOR YRS | 7,478,136.27 | 1,737,833.52 | (146,229.89) | (1,037,102.36) | 4,556,970.50 | 27.61% | 24.39% |
| ROLLBACK | 215,441.43 | 407,537.62 | 0.00 | 273,265.03 | 81,168.84 | 83.39% | 25.39% |
| TOTALS | 94,696,168.92 | 83,650,581.53 | (146,229.89) | (3,022,770.07) | 7,876,587.43 | | |

## BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JUNE 2026

| | MCALLEN ISD | MONTHLY MODIFICATIONS | |
|---|---|---|---|
| CURRENT YEAR-BASE TAX | 335,755.61 | (35,838.16) | CURRENT |
| CURRENT YEAR-P&I | 54,041.79 | | |
| PRIOR YEARS-BASE TAX | 109,842.28 | (5,497.70) | PRIOR |
| PRIOR YEARS-P&I | 42,109.87 | | |
| ROLLBACK | 0.00 | 79,951.72 | ROLLBACK |
| ROLLBACK P&I | 0.00 | | |
| ATTORNEY FEES | 25,140.16 | 0.00 | PURGED |
| TOTAL COLLECTIONS | 566,889.71 | 38,615.86 | |
| LESS TRANSFERRED | 351,861.52 | | |
| LESS IN TRANSIT | 200,949.66 | | |
| LESS DUE TO HCAD COMM FEES | 224.53 | | |
| LESS DUE TO CO TREASURER | 13,854.00 | | |
| | 0.00 | | |
| BALANCE | (0.00) | | |

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF JUNE 2026 IS CORRECT.

Pablo Paul Villarreal Jr.

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

HIDALGO COUNTY ASSESSOR & COLLECTOR OF TAXES

SWORN AND SUBSCRIBED BEFORE ME THIS 10TH DAY OF JULY 2026 A.D.

Jose E Jaramillo

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
JOSE EDGAR JARAMILLO
Notary Public
STATE OF TEXAS
Notary ID# 129118667
My Comm. Exp. 09-10-2028

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action on the Resolution Reviewing and Re-Adopting the Investment Policy and Investment Strategies (CDA Local)

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The Public Funds Investment Act requires each local government to have a written investment policy in place that complies with the Public Fund Investment Act, Government Code 2256.005(e).

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

An annual review of the District's investment policy and strategy must be documented by formal action of the Board of Trustees. This action would also record any changes made to either the policy or strategies. The review yields no changes to the current policy. Attached please find the following item:

1. Current Policy CDA (LOCAL)

LEGAL REVIEW:

Reviewed by TASB Policy Services.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the Resolution of the Board Regarding Review of the Investment Policy CDA (Local).

**Attachment**: ☑

**SUBMITTED BY:** JOEL GARCIA

**SUPERVISOR:** Lorena Garcia
Lorena Garcia (Jul 30, 2026 13:20:03 CDT)

For further information contact:
Name: Joel Garcia, CPM, Chief Financial Officer
Office: (956) 618-6016
Email: joel.garcia@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 30, 2026 13:59:28 CDT)

**Superintendent of Schools**

**A RESOLUTION ADOPTING INVESTMENT POLICY AND INVESTMENT STRATEGY**

WHEREAS, the Public Funds Investment Act codified in the Texas Government Code Chapter 2256 governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.005a), as amended, requires the McAllen Independent School District to adopt an investment policy and investment strategies by rule, order, ordinance or resolution governing the investment of funds under its control; and

WHEREAS, the Public Fund Investment Act (Section 2256.005e), requires the governing body to review and adopt that investment policy and investment strategies by rule, order, ordinance or resolution not less than annually, recording any changes made thereto; and

WHEREAS, the McAllen Independent School District Board of Trustees has reviewed the Policy and decided to make no changes thereto.

NOW, THEREFORE, BE IT RESOLVED

That the McAllen Independent School District has complied with the requirements of the Public Funds Investment Act and the District's Investment Policy and adopts the Investment Policy and Investment Strategy, with no changes, as the Investment Policy and Strategy of the District for fiscal year 2026-2027.

PASSED, ADOPTED AND APPROVED by the Board of Trustees for the McAllen Independent School District in McAllen, Texas this the 11th day of August, 2026.

APPROVED:

Lucia Regalado
President, Board of Trustees

ATTEST

Roberto A. Haddad
Secretary, Board of Trustees

**Investment Authority**

The Superintendent or any other person designated by Board resolution shall serve as the investment officer of the District and shall invest and report District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be executed on a delivery versus payment basis.

**Approved Investment Instruments**

From those investments authorized by the Public Funds Investments Act, Section 2256 of the Government Code, and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, the U.S. government, its agencies and instrumentalities, excluding mortgage-backed securities with a maximum stated maturity of five years, as permitted by Government Code 2256.009.
2. Obligations of any state in the United States and their subdivisions rated A or better by a nationally recognized rating agency, with a maturity not to exceed five years, as permitted by Government Code 2256.009.
3. FDIC-insured or collateralized depository certificates of deposit collateralized in accordance with this policy, as permitted by Government Code 2256.010, to include the Promontory Network's CDARS and ICS deposits, with a stated maturity not to exceed two years.
4. NCUIF-insured share certificates from credit unions in Texas, as permitted by Government Code 2256.10.
5. Fully collateralized repurchase agreements, as defined by Government Code 2256.011. Flexible repurchase agreements for bond proceeds may extend for as long as three years, but not beyond the expenditure plan.
6. Prime banker's acceptances, as defined by Government Code 2256.012, with a stated maturity not to exceed one year.
7. A1/P1 commercial paper, or the equivalent, as permitted by Government Code 2256.013, not to exceed 365 days to stated maturity.

8. AAA-rated, SEC-registered money market mutual funds, as permitted by Government Code 2256.014, striving to maintain a $1 net asset value.

9. Texas local government investment pools, as defined by Government Code 2256.016, which strive to maintain a $1 net asset value.

10. FDIC-insured or collateralized interest-bearing accounts in any bank in Texas.

11. FDIC-insured brokered certificates of deposit securities from a bank in any state in the United States, delivered versus payment, not to exceed one year to maturity. Before a purchase, the investment officer shall verify the FDIC status of the bank.

**Safety**

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and Maturity**

The total portfolio of the District shall have a maximum dollar weighted average maturity (WAM) of two years. The maximum allowable stated maturity of any other investment owned by the District shall not exceed five years from the time of purchase, with the exception of flex repurchase agreements. Matching the WAM and authorized investments, the District shall establish the two-year Treasury Note as the risk benchmarks for the portfolio.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements and buffer against unanticipated cash needs.

**Other Debt Obligations**

The maintenance tax notes, qualified school construction notes, and any other debt obligations shall be defined as a separate subportfolio and shall have a maximum dollar weighted maturity of two years. The maximum allowable stated maturity of such obligations shall not exceed five years from the time of purchase.

**Diversity**

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer. Under certain market conditions, funds may be maintained in one investment vehicle to ensure preservation and safety of principal.

**Monitoring Market Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating Changes**

The investment officer shall monitor the credit ratings on no less than a monthly basis. If a required credit rating drops, the investment officer shall inform the Superintendent. Depending on the reason for the credit rating drop, the investment officer shall recommend either an immediate or delayed liquidation or sale.

**Monitoring FDIC Status**

The investment officer shall monitor on no less than a weekly basis the status and ownership of all banks issuing brokered CDs owned by the District, based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the investment officer shall immediately liquidate any brokered CD that places the District above the FDIC insurance level.

**Funds / Strategies**

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. Under certain market conditions, funds may be consolidated into one investment portfolio to ensure preservation and safety of principal. The maximum weighted average of the total portfolio, inclusive of all pooled fund groups, shall be two years. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

Operating Funds

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated monthly cash flow re-

quirements. Maximum weighted average maturity shall be two years.

Custodial Funds — Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated monthly cash flow requirements. Maximum weighted average maturity shall be two years.

Debt Service Funds — Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Successive debt service payments must be funded before any extension. Maximum weighted average maturity shall be two years.

*Other Debt Obligation Funds* — Investment strategies for debt obligations such as maintenance tax notes and qualified school construction notes shall have as their primary objectives safety, investment liquidity, and maturity. The funds shall be sufficient to timely meet debt obligations in accordance with provisions in the note documents. Maximum weighted average maturity shall be two years.

Capital Project Funds — Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Investments should meet expected expenditure plans. Maximum weighted average maturity shall be two years.

Proprietary Funds — Investment strategies for proprietary funds (including any commingled pools containing proprietary funds) shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. Investments made out of this fund will be considered suitable if they have a highly/actively traded secondary market and can be sold quickly and turned into immediate cash or invested in overnight funds or authorized local government investment pools. Maximum weighted average maturity shall be two years.

**Safekeeping of District-Owned Securities** — The District shall retain clearly marked receipts/legal documents providing proof of the District's ownership. All safekeeping shall be executed on a delivery-versus-payment basis.

**Sellers of Investments** — Prior to handling investments on behalf of the District, local government pools in which the District participates must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers and representatives with distributors of investment pools shall be registered with the Texas

State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA). Distributors of investment pools shall also be a registrant in good standing with the Municipal Securities Rulemaking Board (MSRB).

Investment officers shall maintain information regarding the brokers, and the authorized brokers/dealers and representatives with distributors of investment pools list shall be reviewed annually by the Board.

**Collateralization**

The District shall require collateralization on all time and demand deposits and repurchase agreements. In order to anticipate market changes and to provide a level of security for all funds, the collateralization level shall be 102 percent of market value of principal and accrued interest. Mortgage-backed collateral for time and demand deposit shall be required to have a 110-percent margin.

Time and Demand Deposits

Collateral for time and demand deposits shall be pledged to the District and shall not be owned by the District. Collateral shall be pledged under a written agreement under the terms of FIRREA. Collateral shall be held by an independent third-party custodian approved by the District outside the holding company of the pledging bank. A clearly marked evidence of ownership (safekeeping receipt/report) shall be supplied to and retained by the District.

The custodian shall be required to provide monthly collateral reports directly to the District. The pledging bank shall be responsible for monitoring and maintaining the margins daily. The right of collateral substitution shall be granted with prior District approval. Acceptable collateral shall include only obligations of the U.S. government, its agencies and instrumentalities, including mortgage-backed securities, municipal bonds of any state rated A or better by two nationally recognized rating agencies, and approved letters of credit.

Repurchase Agreements

Repurchase collateral shall be owned by the District. Collateral shall be held by an independent third party approved by the District. A clearly marked evidence of ownership (safekeeping receipt/report) shall be supplied to and retained by the District. The custodian shall be required to provide timely collateral reports directly to the District. The counter party shall be responsible for monitoring and maintaining the margins daily.

Collateral for repurchase agreements should be worth 102 percent, but never lower than 101 percent. The right of collateral substitution shall be granted. Acceptable collateral shall include only obligations of the U.S. government, its agencies and instrumentalities,

including mortgage-backed securities, municipal bonds of any state rated A or better by two nationally recognized rating agencies.

**Soliciting Bids for CDs**

The District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

**Interest Rate Risk**

To report exposure to changes in interest rates and other risks that could adversely affect the value of investments, the District shall report final and weighted-average-maturity data.

The District shall monitor interest rate risk using weighted average maturity, weighted average yield, and use diversification.

**Internal Controls**

A system of internal controls shall be established and documented by the investment officer in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds;
2. Avoidance of collusion;
3. Custodial safekeeping for collateral and safekeeping of District-owned securities;
4. Clear delegation of authority;
5. Written documentation of all transactions; and
6. Documentation of dealer questionnaires, bids/offers, evaluations, transactions, and rationale.

These controls shall be reviewed by the District's independent auditing firm.

**Reports**

In accordance with law, the investment officers shall prepare and submit to the Board in a timely manner a written, signed investment report at least quarterly. At a minimum, the report shall include the following:

1. Details of each investment and depository position held by the District.
2. The beginning and ending market and book value of the portfolio for the period reported.
3. Changes to the market value during the period.

4. Fully accrued interest and total investment income for the period.
5. The book and market value of each security and investment position.
6. The stated maturity date for each security and investment position.
7. The dollar weighted average maturity for the portfolio.
8. The yield of the benchmark and the portfolio yield for the comparable period.

The prices used for valuation of market value shall be obtained from an independent source.

**Annual Review**

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

**Annual Audit**

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

**BOARD AGENDA REPORT**
**McALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action of the McAllen Independent School District June Budget Amendment for the Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026.

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION / REASON FOR BOARD CONSIDERATION:

In accordance with TEA budget and accounting procedures, the District's official budget is comprised of the General Fund, and the District has administratively opted to officially adopt the Capital Projects Fund and Debt Service Fund budgets. The adoption of these budgets and subsequent amendments are approved by the Board of Trustees.

This June amendment is presented to appropriate the final contribution to the City of McAllen for the McAllen ISD Discovery Center at Quinta Mazatlan. In 2022 the Board committed $4,000,000 of fund balance for this project by resolution adopted April 26, 2022, and the amount now invoiced matches the amount committed. The District has paid $959,169.57 toward the commitment. The City delivered the final invoice of $3,040,830.43, with supporting pay applications, after the District's last FY2025-26 Board meeting. This amendment increases the appropriation in Function 99, Intergovernmental Charges, appropriating committed fund balance already reserved for the project, so the final payment is authorized and the expenditure is recorded in the correct fiscal year while the books remain open.

This amendment is classified as follows:

1. Revision - an amendment necessary to increase the budget. This item increases the Function 99 appropriation, appropriating committed fund balance.

2. Transfer - not applicable to this amendment.

ADMINISTRATIVE CONSIDERATIONS / FACTS AND ANALYSIS:

The obligation was incurred in FY2025-26. The expenditure and payable are recorded as a year-end entry dated June 30, 2026, while the books remain open, consistent with FASRG and generally accepted accounting principles. The expenditure is coded to Fund 194, Function 99, Object 6499, in the amount of $3,040,830.43. The City owns and maintains the facility and District use is non-exclusive, so the District does not capitalize the contribution. Payment is released after Board approval and liquidates the FY2025-26 payable; it does not post as a new expenditure in FY2026-27.

LEGAL REVIEW:

Legal counsel advised that the District may adopt this FY2025-26 budget amendment while the books remain open, and confirmed the District's authority to make the payment under Texas Education Code 45.109(a-3).

BUDGETARY CONSIDERATIONS:

| | | General Fund |
|---|---|---|
| Audited Fund Balance | $ | 152,193,437 |
| Revenues | | 277,840,678 |
| Expenditures | | 314,286,644 |
| Preliminary Ending Fund Balance | $ | 115,747,471 |

**BOARD AGENDA REPORT**
**McALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action of the McAllen Independent School District June Budget Amendment for Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026.

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BUDGETARY CONSIDERATIONS (continued):

The amendment increases the Function 99 (Object 6499) appropriation in Fund 194 by $3,040,831, appropriating committed fund balance reserved for this project in 2022. The prior payments of $959,169.57 and this final $3,040,830.43 together equal the $4,000,000 commitment. No new tax revenue, federal funds, or bond proceeds are used.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the McAllen Independent School District June Budget Amendment for the Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026, increasing the Function 99 appropriation by $3,040,831, appropriating committed fund balance, to authorize the final contribution to the City of McAllen for the McAllen ISD Discovery Center at Quinta Mazatlan.

Attachment: ☑

**SUBMITTED BY:** JOEL GARCIA **SUPERVISOR:** Lorena Garcia
Lorena Garcia (Jul 30, 2026 16:49:53 CDT)

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:

RENE GUTIERREZ (Jul 30, 2026 17:02:41 CDT)

Superintendent of Schools

McAllen Independent School District
Summary Report as of June 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 06/16/2026 | Revisions | Transfers | Revised Budget 06/30/2026 |
| **Audited Fund Balance** | **152,193,437** | **152,193,437** | | | **152,193,437** |
| Revenues: | | | | | |
| Local: | | | | | |
| Property Taxes | 68,519,390 | 71,832,810 | | | 71,832,810 |
| Interest Income | 5,060,000 | 5,590,324 | | | 5,590,324 |
| Other Local Income | 2,309,339 | 2,616,220 | | | 2,616,220 |
| State: | 162,342,929 | 167,947,357 | | | 167,947,357 |
| Federal: | 26,739,389 | 26,986,195 | | | 26,986,195 |
| Other Sources: | 0 | 2,867,772 | | | 2,867,772 |
| **Total Revenues** | **264,971,047** | **277,840,678** | **0** | **0** | **277,840,678** |
| Expenditures: | | | | | |
| 11 Instruction | 138,697,011 | 152,131,006 | | | 152,131,006 |
| 12 Inst. Res. & Media Services | 3,388,065 | 3,510,783 | | | 3,510,783 |
| 13 Curriculum Dev. & Inst. Staff Dev. | 4,025,308 | 4,438,161 | | | 4,438,161 |
| 21 Inst. Leadership | 2,882,352 | 3,307,590 | | | 3,307,590 |
| 23 School Leadership | 14,430,235 | 14,761,288 | | | 14,761,288 |
| 31 Guid., Counseling & Eval. Ser. | 11,873,258 | 11,988,892 | | | 11,988,892 |
| 32 Social Work Services | 1,937,220 | 2,018,657 | | | 2,018,657 |
| 33 Health Services | 3,015,984 | 3,065,238 | | | 3,065,238 |
| 34 Student (Pupil) Trans. | 4,636,380 | 5,869,671 | | | 5,869,671 |
| 35 Food Services | 24,301,030 | 25,201,116 | | | 25,201,116 |
| 36 Curricular/Extracurricular Act. | 10,419,966 | 12,681,730 | | | 12,681,730 |
| 41 General Administration | 7,892,182 | 8,438,598 | | | 8,438,598 |
| 51 Plant Maint. & Operations | 21,305,420 | 23,250,160 | | | 23,250,160 |
| 52 Security and Monitoring Serv. | 5,411,206 | 6,659,349 | | | 6,659,349 |
| 53 Data Processing Services | 5,372,159 | 5,689,577 | | | 5,689,577 |
| 61 Community Services | 92,015 | 99,847 | | | 99,847 |
| 71 Debt Service | 4,485,637 | 21,854,757 | | | 21,854,757 |
| 81 Fac. Acquisition & Const. | 5,000 | 3,636,247 | | | 3,636,247 |
| 95 Pmt. to Juv. Justice Alt. Ed. Prg. | 40,000 | 40,000 | | | 40,000 |
| 99 Other Intergovernmental Charges | 1,354,947 | 1,354,947 | 3,040,831 | | 4,395,778 |
| Other Uses | 0 | 1,248,199 | | | 1,248,199 |
| **Total Expenditures** | **265,565,375** | **311,245,813** | **3,040,831** | **0** | **314,286,644** |
| **Preliminary Ending Fund Balance** | **151,599,109** | **118,788,302** | **(3,040,831)** | **0** | **115,747,471** |

**BOARD AGENDA REPORT**
**McALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action of the McAllen Independent School District July 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 |
|---|---|---|
| Unaudited Fund Balance | $ | 116,838,112 |
| Revenues | | 270,360,910 |
| Expenditures | | 277,949,583 |
| Preliminary Ending Fund Balance | $ | 109,249,439 |

**BOARD AGENDA REPORT**
**McALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action of the McAllen Independent School District July 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 July Budget Amendment for the General Fund for Fiscal Year Beginning July 1, 2026 and Ending June 30, 2027.

Attachment: ☑

**SUBMITTED BY:** JOEL GARCIA **SUPERVISOR:** Lorena Garcia
Lorena Garcia (Jul 30, 2026 16:36:55 CDT)

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:

RENE GUTIERREZ (Jul 30, 2026 16:50:44 CDT)

Superintendent of Schools

McAllen Independent School District
Summary Report as of July 31, 2026 **GENERAL FUND**
Review of Budget Amendments and Proposed Amendments

| | A | B | C | D |
|---|---|---|---|---|
| | | Budget Amendments Under Consideration | | |
| Description | Original Budget | Revisions | Transfers | Revised Budget 07/31/2026 |
| **Unaudited Fund Balance** | **116,838,112** | | | **116,838,112** |
| Revenues: | | | | |
| Local: | | | | |
| Property Taxes | 73,738,436 | | | 73,738,436 |
| Interest Income | 5,075,000 | | | 5,075,000 |
| Other Local Income | 2,268,398 | 35,797 | | 2,304,195 |
| State: | 163,549,850 | | | 163,549,850 |
| Federal: | 25,693,429 | | | 25,693,429 |
| Other Sources: | 0 | | | 0 |
| **Total Revenues** | **270,325,113** | **35,797** | **0** | **270,360,910** |
| Expenditures: | | | | |
| 11 Instruction | 147,457,112 | 813,904 | (54,509) | 148,216,507 |
| 12 Inst. Res. & Media Services | 3,442,659 | | (2,660) | 3,439,999 |
| 13 Curriculum Dev. & Inst. Staff Dev. | 4,568,426 | 159,931 | (18,347) | 4,710,010 |
| 21 Inst. Leadership | 3,297,552 | 13,592 | (16,500) | 3,294,644 |
| 23 School Leadership | 14,846,367 | 4,500 | 29,870 | 14,880,737 |
| 31 Guid., Counseling & Eval. Ser. | 11,579,233 | 21,129 | 31,106 | 11,631,468 |
| 32 Social Work Services | 2,021,974 | | | 2,021,974 |
| 33 Health Services | 2,891,303 | | | 2,891,303 |
| 34 Student (Pupil) Trans. | 5,159,522 | | | 5,159,522 |
| 35 Food Services | 23,991,153 | 964,478 | | 24,955,631 |
| 36 Curricular/Extracurricular Act. | 10,735,856 | 610,461 | 31,636 | 11,377,953 |
| 41 General Administration | 7,768,215 | 84,079 | | 7,852,294 |
| 51 Plant Maint. & Operations | 20,979,813 | 5,000 | (24,842) | 20,959,971 |
| 52 Security and Monitoring Serv. | 5,929,416 | | | 5,929,416 |
| 53 Data Processing Services | 5,463,447 | | (200,181) | 5,263,266 |
| 61 Community Services | 98,702 | | | 98,702 |
| 71 Debt Service | 3,628,063 | | 200,181 | 3,828,244 |
| 81 Fac. Acquisition & Const. | 0 | 26,549 | 24,246 | 50,795 |
| 95 Pmt. to Juv. Justice Alt. Ed. Prg. | 32,200 | | | 32,200 |
| 99 Other Intergovernmental Charges | 1,354,947 | | | 1,354,947 |
| Other Uses | 0 | | | 0 |
| **Total Expenditures** | **275,245,960** | **2,703,623** | **0** | **277,949,583** |
| **Preliminary Ending Fund Balance** | **111,917,265** | **(2,667,826)** | **0** | **109,249,439** |

# GENERAL FUND
# REVISIONS

## JULY 2026 BUDGET AMENDMENT

| | | |
|---|---|---|
| ***REVENUES*** | | |
| **Local** | | |
| Carry-Forward Fine Arts Donations | **95** | |
| Carry-Forward General Fund Donations | **34,702** | |
| To Recognize Revenue From Local Donations – Received From Sponsorship for the TECHNOVATE-STX Educational Technology Conference | **1,000** | |
| | | ***$ 35,797*** |
| | ***Total Revenues*** | ***$ 35,797*** |
| ***EXPENDITURES*** | | |
| **Function 11 - Instruction** | | |
| Carry-Forward General Fund Donations | **24,282** | |
| To Appropriate Funds From the Restricted Early Education Fund Balance – To Purchase Pre-Kindergarten Student Consumable Workbooks | **21,079** | |
| To Appropriate Funds From the Restricted Career Technical Education Fund Balance – To Purchase Supplies and Materials, School License, Certification Tracking, Entrepreneurship Program, Employee and Student Travel, Membership in RGV Lead, Career Exploration Program, GPS Tracking Devices for AG Trucks, Business and Engineering Curriculum/Testing, Patient Care Tech Program, Insurance and Bonding | **768,543** | |
| | | ***$ 813,904*** |
| **Function 13 - Curriculum and Instructional Staff Development** | | |
| To Appropriate Funds From the Restricted Early Education Fund Balance – To Purchase Pre-Kindergarten Teacher Literacy Kits and Provide Instructional Professional Development Training | **124,881** | |
| To Appropriate Funds From the Restricted Career Technical Education Fund Balance – For Employee Travel | **35,050** | |
| | | ***$ 159,931*** |
| **Function 21 - Instructional Leadership** | | |
| Carry-Forward General Fund Donations | **892** | |
| To Appropriate Funds From the Restricted Career Technical Education Fund Balance – For Supplies and Materials, Employee Travel, Legal Ads, and Dues | **11,700** | |
| To Appropriate Funds From Received Local Donation – To Fund Event Materials, Teacher T-Shirts, and Operational Costs for the TECHNOVATE-STX Educational Technology Conference | **1,000** | |
| | | ***$ 13,592*** |

# GENERAL FUND
# REVISIONS

## JULY 2026 BUDGET AMENDMENT

| | | |
|---|---|---|
| **Function 23 - School Leadership** | | |
| To Appropriate Funds From the Restricted Career Technical Education Fund Balance – For Employee Travel | **4,500** | |
| | | ***$ 4,500*** |
| **Function 31 - Guidance, Counseling and Evaluation Services** | | |
| Carry-Forward General Fund Donations | **429** | |
| To Appropriate Funds From the Restricted Career Technical Education Fund Balance – For Supplies, Employee Travel, and Dues | **20,700** | |
| | | ***$ 21,129*** |
| **Function 35 - Food Services** | | |
| To Appropriate Funds From the Restricted Food Service Fund Balance – To Purchase Kitchen and Warehouse Equipment, Commercial Dishwashers, Blast Chillers, Tilting Skillets, and Freezer Doors to Support Scratch Cooking Operations | **964,478** | |
| | | ***$ 964,478*** |
| **Function 36 - Extracurricular Activities** | | |
| Carry-Forward Fine Arts Donations | **95** | |
| To Appropriate Funds From the Restricted Career Technical Education Fund Balance – For Supplies and Materials, Employee, Non-Employee and Student Travel, Insurance and Bonding, Transportation, and Dues | **524,866** | |
| To Appropriate Funds From the Unassigned General Fund Balance – To Purchase High School Junior Varsity and Varsity Mariachi Uniforms | **85,500** | |
| | | ***$ 610,461*** |
| **Function 41 - General Administration** | | |
| Carry-Forward General Fund Donations | **9,099** | |
| To Appropriate Funds From the Unassigned General Fund Balance – To Fund an Independent Texas Association of School Boards (TASB) Human Resources Services Staffing Review | **35,000** | |
| Carry-Forward Teacher Incentive Allotment Prior Year Funds – To Purchase Cardonex Software | **39,980** | |
| | | ***$ 84,079*** |
| **Function 51 - Facilities Maintenance and Operations** | | |
| To Appropriate Funds From the Restricted Career Technical Education Fund Balance – To Purchase Supplies | **5,000** | |
| | | ***$ 5,000*** |

# GENERAL FUND
# REVISIONS

## JULY 2026 BUDGET AMENDMENT

| Function 81 - Facilities Acquisition and Construction | | |
|---|---|---|
| To Appropriate Funds From the Unassigned General Fund Balance – To Install a Mechanical Fume Hood and Complete Roof Repairs for the South Texas College (STC) Chemistry Dual Enrollment Course at Nikki Rowe High School | **26,549** | |
| | | ***$ 26,549*** |
| | ***Total Expenditures*** | ***$ 2,703,623*** |
| | ***Grand Total*** | ***$ (2,667,826)*** |

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action on the Resolution Approving Independent Sources for Investment Training and Designation of Investment Officers

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
Texas Government Code 2256.008(a-1) requires that the investment officer of a school district shall attend an investment training session not less than once in a two-year period that begins on the first day of the school district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities from independent sources approved by the governing body of the school district.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The attached resolution names the Deputy Superintendent for Business and Operations, Chief Financial Officer, Director of Accounting, Coordinator of Accounting, and the Coordinator for Budgeting as the District's Investment Officers. The resolution also includes approval of the following independent sources for investment officer training.

Texas Association of School Administrators (TASA)
Texas Association of School Boards (TASB)
Texas Association of School Business Officials (TASBO) and Affiliate Organizations
Texas Local Government Investment Pool (TexPool)
University of North Texas
Hilltop Holdings Inc.
Government Treasures Organization of Texas
LOGIC Investment Pool
Affiliate Organizations of Region One
Patterson & Associates - A Meeder Investment Company

LEGAL REVIEW:
Not Required.

BUDGETARY CONSIDERATIONS:
Cost of training is budgeted in the General Fund.

RECOMMENDED BOARD ACTION:
That the Board of Trustees approve the Resolution Approving Independent Sources for Investment Training and Designation of Investment Officers.

**Attachment**: ☑

**SUBMITTED BY:** JOEL GARCIA **SUPERVISOR:** Lorena Garcia
Lorena Garcia (Jul 30, 2026 13:17:26 CDT)

For further information contact:
Name: Joel Garcia, CPM, Chief Financial Officer
Office: (956) 618-6016
Email: joel.garcia@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 30, 2026 14:00:22 CDT)

**Superintendent of Schools**

**Resolution Approving Independent Sources for Investment Training and Designation of Investment Officers**

**Whereas,** McAllen Independent School District ("District") has been legally created and operates pursuant to the general laws of the State of Texas applicable to independent school districts; and

**Whereas**, the Investment Policy CDA (LOCAL) states the superintendent or other person as designated by the Board resolution shall serve as the investment officer of the District; and

**Whereas**, the Texas Association of School Administrators ("TASA"), the Texas Association of School Boards ("TASB"), the Texas Association of School Business Officials ("TASBO") and Affiliate Organizations, Texas Local Government Investment Pool (TexPool), University of North Texas, Hilltop Holdings Inc., Government Treasures Organization of Texas, LOGIC Investment Pool, Affiliate Organizations of Region One and Patterson & Associates – a Meeder Investment Company provide investment training sessions relating to investment responsibilities; and

**Whereas**, the governing body of this local government wishes to approve these independent sources of instruction to provide investment training sessions required by Section 2256.008(a);

**Now, therefore, be it resolved by the governing body of this local government as follows:**

**Section 1. Approval of Independent Sources of Instruction.** TASA, TASB, TASBO and Affiliate Organizations, Texas Local Government Investment Pool (TexPool), University of North Texas, Hilltop Holdings Inc.- formerly First Southwest Company, Government Treasures Organization of Texas, LOGIC Investment Pool, Affiliate Organizations of Region One and Patterson & Associates – a Meeder Investment Company are hereby approved as independent sources of instruction relating to investment responsibilities for the chief financial officer and the investment officers.

**Section 2. Designation of Investment Officers**. The following individuals shall serve as the District's Investment Officers: Deputy Superintendent for Business & Operations, Chief Financial Officer, Director of Accounting, Coordinator of Accounting, and Coordinator for Budget. Said individuals are hereby authorized and directed to open and close bank accounts, deposit, withdraw, transfer, invest, and/or manage in any other manner the funds on behalf of MISD, as permitted by the District's Investment Policy (Government Code 2256.005).

**Section 3. Public Meeting.** It is hereby found, determined and declared that a sufficient written notice of the date, time, place and subject of the meeting of the governing body of this local government at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public at the regular meeting place of the governing body for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The governing body further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED BY THE BOARD OF TRUSTEES OF THE MCALLEN INDEPENDENT SCHOOL DISTRICT, HIDALGO COUNTY, TEXAS, AT A REGULAR MEETING HELD THIS 11th DAY OF August 2026.

By _____
Lucia Regalado
President, Board of Trustees

ATTEST:

By _____
Roberto A. Haddad
Secretary, Board of Trustees

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action on the Resolution Adopting Authorized Broker/Dealer List

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The Public Funds Investment Act codified in Texas Government Code, Chapter 2256, governs local government investment. The Public Funds Investment Act (Section 2256.025), as amended, requires the governing body or its designated investment committee, no less than annually, to review, revise, and adopt a list of qualified broker/dealers authorized to engage in investment transactions.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The attached resolution names the broker/dealers as authorized broker/dealers for the District. These broker/dealers are being chosen for their competitiveness in the markets for the District's authorized investments.

LEGAL REVIEW:

Not required.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve a Resolution Adopting Authorized Broker/Dealer List.

**Attachment**: ☑

**SUBMITTED BY:** JOEL GARCIA
JOEL GARCIA (Jul 30, 2026 10:27:00 CDT)

**SUPERVISOR:** Lorena Garcia
Lorena Garcia (Jul 30, 2026 10:59:56 CDT)

For further information contact:
Name: Joel Garcia, CPM, Chief Financial Officer
Office: (956) 618-6016
Email: joel.garcia@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Jul 30, 2026 14:03:15 CDT)

**Superintendent of Schools**

RESOLUTION

A RESOLUTION ADOPTING AUTHORIZED BROKER DEALER LIST

WHEREAS, the Public Fund Investment Act codified in Government Code 2256 governs local government investment; and

WHEREAS, the Public Funds Investment Act (Section 2256.025) requires that the Board of the District, or an investment committee designated by the Board, to, at least annually, review, revise, and adopt a list of qualified broker/dealers authorized to engage in investment transactions with the District.

NOW, THEREFORE, BE IT RESOLVED

That the District has compiled with the requirements of the Public Funds Investment Act and the following broker/dealers have received a copy of the District's Investment Policy and the Board hereby authorizes these firms for transactions with the District.

Academy Securities
Arbor Research & Trading, LLC
Bank of America/Merrill Lynch
Barclays Capital Inc.
Blaylock Van, LLC
BMO Capital Markets
BNY Capital Markets
BOK Financial
Brean Capital
Cantor Fitzgerald & Co.
CastleOak Securities
Citigroup Global Markets Inc
D.A. Davidson
Daiwa Capital Markets
FHN Financial
Goldman Sachs & Co.
Great Pacific
Hilltop Securities
Huntington Bank
InspereX (formerly InCapital)
Jefferies
JPMorgan Securities
Keybanc Capital Markets
Loop Capital Markets
MarketAxess Corporation
Mizuho Securities
Moreton Capital Markets
Morgan Stanley
Multi-Bank Securities
Oppenheimer
Piper Sandler & Co
PNC Capital Markets LLC
Raymond James
RBC Securities
Rice Financial
Robert W. Baird
Santander US Capital Markets
Siebert Williams Shank
Stephens Inc
Stifel Nicolaus
StoneX Group Inc.
TD Securities
TRUIST Securities Inc. (formally Suntrust)
UBS Financial
UMB Financial Services
U.S. Bancorp Investments
Wells Fargo

PASSED, ADOPTED AND APPROVED by the Board this the 11th day of August, 2026.

APPROVED:

_____
Lucia Regalado
President, Board of Trustees

ATTEST

_____
Roberto A. Haddad
Secretary, Board of Trustees

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 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:
Board Workshop June 17, 2026
Board Workshop June 18, 2026
Regular Board Meeting June 23, 2026
Board Workshop June 25, 2026
Special Board Meeting July 23, 2026

**Attachment**: ☑

**SUBMITTED BY:** Norma Ramirez

**SUPERVISOR:** Lucia Regalado (Jul 31, 2026 15:33:54 CDT)

For further information contact:
Name: Norma Ramirez
Office: (956) 688-5418
Email: norma.ramirez@mcallenisd.net

**Approved for presentation to the Board of Education:**

RENE GUTIERREZ (Aug 3, 2026 10:23:20 CDT)

**Superintendent of Schools**

# Board Workshop

Wednesday, June 17, 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: | Present |
| Aaron Rivera: | Absent |

1. **CALL MEETING TO ORDER**

Meeting was called to order at 5:31 pm.

2. **PUBLIC COMMENT(S)**

3. **DISCUSSION OF 2026-2027 BUDGET:**

-2026–2027 Proposed Budget - Revenues by Object Code - Two Year Comparison
-2026–2027 Proposed Budget - Revenues by Appropriation by Fund
-2026–2027 Proposed Budget - Appropriations by Function
-Public Notice
-Taxpayer Impact Statement
-2026–2027 Proposed Tax Rate and Tax Trend
-2026-2027 Proposed Compensation
-Staffing Guidelines
-2026-2027 Draft Budget Book
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Presenter: Dr. René Gutiérrez, Superintendent

For information purposes only.

4. **ADJOURNMENT**

Motion to adjourn meeting at 6:13 pm. This motion, made by Trustee Roberto Haddad and seconded by Trustee Sofia Peña, Passed.

| | |
|---|---|
| Robert Carreon: | Yea |

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

Yea: 6, Nay: 0, Absent: 1

Board President

Board Secretary

# Regular Meeting

Tuesday, June 23, 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: | Present |
| Aaron Rivera: | Present |

1. **CALL MEETING TO ORDER**

Meeting was called to order at 5:31 pm.

2. **MOMENT OF SILENCE**

3. **PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENT(S)**

The following community member(s) addressed the Board:

1. Fran Siller-Advocating for Transparency, Stability, and Student-Athlete Support
2. Hershel Patel-Child Nutrition
3. George Rice-Food and Nutrition

5. **PUBLIC HEARING** to Discuss 2026-2027 Budget and Proposed 2026 Tax Rate

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

6. **CONSENT AGENDA ITEMS**

A) Discussion and Possible Action on Memorandum of Understanding No. 2027-069 Hidalgo County Head Start Program for Special Education and Related Services

Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership
Dr. René Gutiérrez, Superintendent

Motion to approve Memorandum of Understanding No. 2027-069 Hidalgo County Head Start Program for Special Education and Related Services from July 1, 2026 through June 30, 2029. This motion, made by Trustee Aaron Rivera 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: Yea
Aaron Rivera: Yea
Yea: 7, Nay: 0

B) Discussion and Possible Action on Request for Proposal No. 2024-1018 Library Books, Audiovisual Supplies & Equipment, Software and Related Products and Services (Round 13)
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership
Dr. René Gutiérrez, Superintendent
Motion to approve Request for Proposal No. 2024-1018 Library Books, Audiovisual Supplies & Equipment, Software and Related Products and Services (Round 13), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2027. This motion, made by Trustee Aaron Rivera 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: Yea
Aaron Rivera: Yea
Yea: 7, Nay: 0

**RECOMMENDED VENDORS**
**Request for Proposal No. 2024-1018**
**Library Books, Audiovisual Supplies & Equipment, Software and Related Products and Services (Round 13)**

| No. | Vendor Name | City | State | Recommendation |
|---|---|---|---|---|
| 1 | School Rewards Me LLC | St. George | UT | Qualified |
| 2 | Velazquez Press (Academic Learning Company LLC) | El Monte | CA | Qualified |
| 3 | YouthLight, LLC | Chapin | SC | Qualified |

C) Discussion and Possible Action on Request for Proposal No. 2025-1016 Special Education Equipment, Supplies, and Related Products and Services (Round 11)
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership
Dr. René Gutiérrez, Superintendent
Motion to approve Request for Proposal No. 2025-1016 Special Education Equipment, Supplies, and Related Products and Services (Round 11), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2028. This motion, made by Trustee Aaron Rivera 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: Yea
Aaron Rivera: Yea
Yea: 7, Nay: 0

**RECOMMENDED VENDORS**
**Request for Proposal No. 2025-1016**
**Special Education Equipment, Supplies, and Related Products and Services (Round 11)**

| No. | Vendor Name | City | State | Recommendation |
|---|---|---|---|---|
| 1 | A Sign Language Company (Sign Language Interpreters LLC) | McAllen | TX | Qualified |
| 2 | Educational Therapy & Partners, PLLC. | Baytown | TX | Qualified |
| 3 | PRO-ED, Inc. | Austin | TX | Qualified |

D) Discussion and Possible Action on Industry Training Agreement No. 2027-016 Parent and Family Engagement Program Training and Educational Services with South Texas College
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Dr. René Gutiérrez, Superintendent
Motion to approve Industry Training Agreement No. 2027-016 Parent and Family Engagement Program Training and Educational Services with South Texas College for School Year 2026-2027. This motion, made by Trustee Aaron Rivera 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: Yea
Aaron Rivera: Yea
Yea: 7, Nay: 0

E) Discussion and Possible Action on Memorandum of Understanding (MOU) No. 2027-017 for Student Mental & Behavioral Health Services with Admore Behavioral Therapy, LLC
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Dr. René Gutiérrez, Superintendent
Motion to approve Memorandum of Understanding No. 2027-017 with Admore Behavioral Health for a term of Two (2) years, effective July 1, 2026, through June 30, 2028. Either party may terminate the MOU with thirty (30) days' written notice. Any modifications must be made in writing and approved by both parties. This motion, made by Trustee Aaron Rivera 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: Yea

| | |
|---|---|
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

F) Discussion and Possible Action on Memorandum of Understanding 2027-060 Adult Education and Literacy Program with Region One Education Service Center
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership
Dr. René Gutiérrez, Superintendent

Motion to approve Memorandum of Understanding No. 2027-060 Adult Education and Literacy Program with Region One Education Service Center, effective July 1, 2026 through June 30, 2027. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

G) Discussion and Possible Action on Request for Proposal No. 2024-1022 Career and Technology Education Instructional Supplies, Materials, Equipment and Related Services (Round 19)
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Dr. René Gutiérrez, Superintendent

Motion to approve Request for Proposal No. 2024-1022 Career and Technical Education Instructional Supplies, Materials, Equipment and Related Services (Round 19), and award vendors on the attached list, for a coterminous term through June 30, 2027. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

**RECOMMENDED VENDORS**
**Request for Proposal No. 2024-1022**
**Career and Technology Education Instructional Supplies, Materials, Equipment and Related Services (Round 19)**

| No. | Vendor Name | City | State | Recommendation |
|---|---|---|---|---|
| 1 | AndyMark, Inc. | Kokomo | IN | Qualified |
| 2 | Cloud Unity LLC | Frisco | TX | Qualified |
| 3 | Footsteps2Brilliance, Inc. | Washington | DC | Qualified |
| 4 | MegaMinds Inc | Fair Lawn | NJ | Qualified |

H) Discussion and Possible Action on Interlocal Agreement No. 2027-021 with South Texas College (STC) for Achieve Early College High School for the 2026-2027 School Year

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

Dr. René Gutiérrez, Superintendent

Motion to approve Interlocal Agreement No. 2026-021 with South Texas College (STC) for the Achieve Early College High School for a period of one (1) year, beginning August 17, 2026 through August 17, 2027. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

I) Discussion and Possible Action on Interlocal Agreement No. 2027-022 with South Texas College (STC) for the Rowe High School P-TECH Program for the 2026-2027 School Year

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

Dr. René Gutiérrez, Superintendent

Motion to approve Interlocal Agreement No. 2026-022 with South Texas College (STC) for the Rowe High School P-TECH Program for a period of one (1) year, beginning August 17, 2026 through August 17, 2027. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

J) Discussion and Possible Action on Memorandum of Agreement No. 2027-026 with Tropical Texas Behavioral Health

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

Dr. René Gutiérrez, Superintendent

Motion to approve Memorandum of Agreement No. 2027-026 with Tropical Texas Behavioral Health for a term of one (1) year from September 1, 2026 to August 31, 2027 with an automatic renewal for one (1) additional year ending August 31, 2028. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

K) Discussion and Possible Action on Interlocal Agreement No. 2027-033 OnRamps Program 2026-2027 with The University of Texas at Austin
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Dr. René Gutiérrez, Superintendent
Motion to approve Interlocal Agreement No. 2027-033 OnRamps Program 2026-2027 with The University of Texas at Austin, commencing on June 1, 2026 through August 31, 2027. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

L) Discussion and Possible Action on Interlocal Agreement No. 2027-044 with South Texas College (STC) for Dual Credit Programs for the 2026-2027 School Year
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Dr. René Gutiérrez, Superintendent
Motion to approve Interlocal Agreement No. 2027-044 with South Texas College (STC) for the Dual Credit Program for a period of one (1) year, beginning August 17, 2026 through August 17, 2027. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

M) Discussion and Possible Action on Interlocal Agreement No. 2027-048 College Awareness with The University of Texas Rio Grande Valley AmeriCorps Program for the 2026-2027 School Year
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Dr. René Gutiérrez, Superintendent

Motion to approve Interlocal Cooperation Contract No. 2026-048 College Awareness with The University of Texas Rio Grande Valley AmeriCorps Program for 2026-2027 academic year. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

N) Discussion and Possible Action on Interlocal Agreement No. 2027-056 Texas Educator Excellence Management System (TEEMS) Subscription with Region 18 Education Service Center

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

Dr. René Gutiérrez, Superintendent

Motion to approve Interlocal Agreement No. 2027-056 Texas Educator Excellence Management Systems (TEEMS) Subscription and License with Region 18 Education Service Center for a term of one (1) year, from September 1, 2026 through August 31, 2027 with an option to renew for successive one (1) year period for up to three (3) additional years. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

O) Discussion and Possible Action on Memorandum of Understanding No. 2027-019 Hidalgo County Head Start Program

Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership

Dr. René Gutiérrez, Superintendent

Motion to approve Memorandum of Understanding No. 2027-019 Hidalgo County Head Start Program with Hidalgo County from July 1, 2026 through June 30, 2031. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

P) Discussion and Possible Action on Rescission of Memorandum of Understanding No. 2027-006 PREP Residency 2026-2027 between McAllen Independent School District and The University of Texas Rio Grande Valley Education Preparation Program ("EPP") which was previously approved on April 28, 2026 (Version 1), and approve Memorandum of Understanding No. 2027-006 PREP Residency 2026-2027 between McAllen Independent School District and The University of Texas Rio Grande Valley ("UTRGV") Education Preparation Program ("EPP") (Version 2)
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent

Motion to rescind its prior approval of Memorandum of Understanding No. 2027-006 and approve the revised Memorandum of Understanding No. 2027-006 PREP Residency 2026-2027 between McAllen Independent School District and The University of Texas Rio Grande Valley Education Preparation Program through August 1, 2027. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

Q) Discussion and Possible Action on Memorandum of Understanding No. 2027-031 with Alternative Certification for Teacher-Rio Grande Valley (ACT-RGV) and PSJA for Teacher Residency & Certification Pathways for the 2026-2027 School Year
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent

Motion to approve Memorandum of Understanding No. 2027-031 with Alternative Certification for Teachers-Rio Grande Valley (ACT-RGV) and PSJA ISD for Teacher Residency & Certification Pathways for the 2026-2027 School year. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

R) Discussion and Possible Action on Memorandum of Understanding No. 2027-041 PREP Grow Your Own (2026–2027) between McAllen Independent School District and Region One ESC
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Dr. René Gutiérrez, Superintendent
Motion to approve MOU No. 2027-041 PREP Grow Your Own (2026-2027) between McAllen Independent School District and Region One ESC through August 1, 2027. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

S) Discussion and Possible Action on No. 2027-065 Employer Partnership Apprenticeship Related Instruction Memorandum of Understanding between McAllen Independent School District and Reach University
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent
Motion to approve MOU No. 2027-065 Employer Partnership Apprenticeship Related Instruction Memorandum of Understanding between McAllen Independent School District and Reach University. This Agreement shall have an initial term of five (5) years from the effective date. Upon expiration of the initial term, the Agreement shall automatically renew for successive five (5) year terms unless and until terminated by either party. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

T) Discussion and Possible Action on No. 2027-066 Apprenticeship Pathway Related Instruction Partnership Agreement between McAllen Independent School District and 240 Certification
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent
Motion to approve No. 2027-066 Apprenticeship Pathway Related Instruction Partnership Agreement between McAllen Independent School District and 240 Certification. This agreement shall be effective on the date the last signature is executed and will remain in effect for a period of two (2) years. It will automatically renew for successive two-year terms unless either Party provides thirty (30) days' prior written notice to terminate the Agreement. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

U) Discussion and Possible Action on Request for Proposal No. 2026-1032 Student Athletic Insurance and Student Accident Voluntary Insurance
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent
Motion to approve Request For Proposal 2026-1032 Student Athletic Insurance and Student Accident Voluntary Insurance with Ameritas Life Insurance as submitted by Texas Insurance Service Center. for a term of one (1) year from August 1, 2026, through July 31, 2027, renewable for up to two (2) additional one (1) year terms, subject to favorable renewal rates. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

V) Discussion and Possible Action on Disposal of Out-of-Adoption Instructional Materials through Sale to Used Book Wholesaler
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Motion to approve of the disposal of the listing of out-of-adoption or no longer in use AP, CTE, and dual credit instructional materials through a textbook wholesaler. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

W) Discussion and Possible Action on Second Amendment to Agreement 2023-140 McAllen High School Tennis Court Facilities Use Agreement with South Texas College
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Motion to approve Second Amendment to Agreement No. 2023-140 McAllen High

School Tennis Court Facilities Use Agreement with South Texas College through June 30, 2029. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

X) Discussion and Possible Action on Request for Proposal No. 2027-1003 Building and Maintenance, Materials, Supplies, Equipment, and Related Services (Round 1)
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent

Motion to approve Request for Proposal No. 2027-1003 Building and Maintenance, Materials, Supplies, Equipment, and Related 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 Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

**RECOMMENDED VENDORS**
**Request for Proposal No. 2027-1003**
**Building and Maintenance, Materials, Supplies, Equipment, and Related Services (Round 1)**

| No. | Vendor Name | City | State | Recommendation |
|---|---|---|---|---|
| 1 | Central Plumbing & Electric Supply (CENCO Corp.) | Weslaco | TX | Qualified |
| 2 | Dream Ranch Supply & Procurement Group (Dream Ranch LLC) | Burleson | TX | Qualified |
| 3 | Filterbuy Incorporated | Talladega | AL | Qualified |
| 4 | Got Hydraulics LLC | Los Fresnos | TX | Qualified |
| 5 | IML Security Supply (Intermountain Lock and Security Supply Co) | San Antonio | TX | Qualified |
| 6 | Legefy Roofing LLC | Springtown | TX | Qualified |
| 7 | Luna Glass LLC | McAllen | TX | Qualified |
| 8 | Mesquite Resources LLP | Alamo | TX | Qualified |
| 9 | NVS Corporate Services, Inc | Brownsville | TX | Qualified |
| 10 | Sanchez Building Supplies, Inc. | Pharr | TX | Qualified |
| 11 | Six Shooter Softwash (Sixto Garza Jr Enterprises LLC) | McAllen | TX | Qualified |
| 12 | Solar Electric Power Company | Stuart | FL | Qualified |
| 13 | Texas AirSystems LLC | Irving | TX | Qualified |
| 14 | WinSupply RGV Tx Co. | Mission | TX | Qualified |

Y) Discussion and Possible Action on Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 26)
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Motion to approve Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 26), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2027. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

RECOMMENDED VENDORS

Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 26)

| No. | Vendor Name | City | State | Recommendation |
|---|---|---|---|---|
| 1 | Constructed Learning, LLC | San Antonio | TX | Qualified |
| 2 | Dr. Joi Global Services, LLC (Joi Chester) | Gadsden | AL | Qualified |
| 3 | Empireneurs DeFi LLC | Waco | TX | Qualified |
| 4 | Footsteps2Brilliance, Inc. | Washington | DC | Qualified |
| 5 | Kiddom Inc | San Francisco | CA | Qualified |
| 6 | Romeo Benavidez Jr | McAllen | TX | Qualified |
| 7 | YouthLight, LLC | Chapin | SC | Qualified |
| 8 | Zayas Educational Enterprises, LLC (Luisa Margarita Zayas Valdes) | Houston | TX | Qualified |

Z) Discussion and Possible Action on Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 20)
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent

Motion to approve Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 20), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2027. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

AA) Discussion and Possible Action on Request for Proposal No. 2026-1031 Districtwide Vending Machine Services
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent

Motion to approve Request for Proposals No. 2026-1031 Districtwide Vending Machine Services and award contract to STX Snacktime Vending Company LLC, for a term of three (3) years. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

**EVALUATION MATRIX**
**2026-1031 Districtwide Vending Machine Services**

| Criteria | Max. Pts. 100 | STX Snacktime Vending Company LLC<br>Weslaco, TX |
|---|---|---|
| **Total Points** | **100** | **59.75** |
| **Price** | **70** | **50** |
| Commission *(Bid Attributes 61 - 63)* | 50 | 50 |
| Scholarships *(Bid Attributes 68 - 71)* | 20 | 0 |
| **Reputation of the vendor and of the vendor's goods or services** | **9** | **0** |
| Three (3) current or former school district references *(Bid Attributes 80 - 95)* | 9 | 0 |
| **The quality of the vendor's goods or services** | **3** | **3** |
| Refund Process *(Bid Attribute 60).* | 3 | 3 |
| **The extent to which the goods or services meet District's needs** | **15** | **3.75** |
| Additional Payment/Compensation Plan - Upfront Payment *(Bid Attributes 65 - 67)* | 3.75 | 0.00 |
| Additional Payment/Compensation Plan - Scholarships *(Bid Attributes 69 - 71)* | 3.75 | 0.00 |
| Additional Payment/Compensation Plan - Product Donation *(Bid Attributes 73 - 75)* | 3.75 | 3.75 |
| Additional Payment/Compensation Plan - Fundraising *(Bid Attributes 77 - 79)* | 3.75 | 0.00 |
| **Past Relationship with District** | **1** | **1** |
| Past experience *(Bid Attribute 96)* | 1 | 1 |
| **HUB (TEC 44.031(b)(6)) or Veteran-Owned Businesses** | **0** | **0** |
| *N/A* | | 0 |
| **Total long-term cost to the district to acquire the vendor's goods or services** | **0** | **0** |
| *N/A* | | 0 |
| **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** |
| *Texas Vendor or Employs 500+ in Texas = 1; Out of State Vendor = 0 (Bid Attribute 12)* | 1 | 1 |
| **Any other relevant factor specifically listed in the request for bids or proposals** | **1** | **1** |
| *Responded* | 1 | 1 |

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

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

1. Report Regarding Intention to Apply for Federal Grants
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Dr. René Gutiérrez, Superintendent
For information purpose only.

2. Report Regarding School Health and Related Services (SHARS) Program
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership
Dr. René Gutiérrez, Superintendent
For information purpose only.

3. Discussion and Possible Action for the Approval of Donation for Dr. Carlos Castaneda Elementary
Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership
Dr. René Gutiérrez, Superintendent
Motion to approve donation for Dr. Carlos Castaneda Elementary. This motion, made by Roberto Haddad and seconded by Sofia Peña, Passed.

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

Yea: 7, Nay: 0

4. Discussion and Possible Action on Request for Cooperative Quote No. 2027-1005 Third Party Medicaid Billing Services

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

Dr. René Gutiérrez, Superintendent

Motion to approve the ranking of Request for Cooperative Quotes No. 2027-1005 Third Party Medicaid Billing Services; and. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

Motion to approve that Administration begin contract negotiations with the highest ranked firm. If the District is unable to negotiate a satisfactory contract with the selected firm, the District shall, formally and in writing, end negotiations with that firm and proceed to the next firm in the order of selection ranking until a contract is reached or all submittals are rejected; and. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

Motion to authorize the Superintendent to execute the contract and related documents, for a period of one (1) year, commencing upon execution of contract with the option to renew for three (3) additional one (1) year terms. This motion, made by Trustee Aaron Rivera and seconded by Trustee Sofia Peña, Passed.

| | |
|---|---|
| Robert Carreon: | Yea |
| Erica de la Garza-Lopez: | Yea |
| Roberto Haddad: | Yea |

Lizzie Kittleman: Yea

Sofia Peña: Yea

Lucia Regalado: Yea

Aaron Rivera: Yea

Yea: 7, Nay: 0

**EVALUATION MATRIX**

**PROJECT NO./NAME: RFCQ 2027-1005 Third Party Medicaid Billing Services**
**EVALUATION MEETING DATE: June 15, 2026 at 2:15 p.m. (via TEAMS)**

| No | Criteria | Max. Pts. 100 | MSB School Services, LLC<br>Leander, TX<br>TIPS COOPERATIVE | Onward Learning (Texas Special Education Software Solutions LLC.)<br>Austin, TX<br>TIPS COOPERATIVE |
|---|---|---|---|---|
| | **Total Points** | **100** | **94.58** | **94.25** |
| | **Ranking** | | **1** | **2** |
| 1 | **Price** | **30** | **29.58** | **30.00** |
| | Pricing is based on historical data FY24 | | $104,196.83 | $102,740.83 |
| 2 | **Reputation of the vendor and of the vendor's goods or services;** | **3** | **0** | **2** |
| | *Reference Forms (1 pt. per form) (Response Attachments tab)* | | submitted 3 incomplete forms | 3 ISD forms submitted; 2 are from same ISD |
| 3 | **The quality of the vendor's goods or services** | **21** | **21** | **21** |
| | *Experience with EC-12 Districts in the past 6 years of similar size and scope (~6a districts = 6 pts; 3A districts = 2 pts; less than 3A = 1 pt) (Attribute #77)* | 5 | 5 | 5 |
| | | | Birdville ISD (5a), Frisco ISD (5a), Cy-Fair ISD (6a), Denton ISD (5a) | Clear Creek ISD (6a) 4 years (5/2022 to Current)<br>Conroe ISD (6a) 3 years (7/2023 to current)<br>New Caney ISD (5a) 5 years (1/2021 to Current) |
| | *Experience with EC-12 districts in the State of Texas (EC-12 in State of Texas = 10 points; If none = 0 points) (Attribute #78)* | 10 | 10 | 10 |
| | | | MSB exclusively works with K-12 schools to provide Medicaid financial services. We serve districts of all sizes from small districts in co-ops to large, urban districts such as McAllen ISD. | Clear Creek ISD; Conroe ISD; Amarillo/Lubbock ISD; New Caney ISD; San Benito CISD and more |
| | *Does respondent's software integrate with Skyward Qmlative and Successed (Yes = 1 pt; No = 0 pts.) (Attribute #128)* | 1 | 1 | 1 |
| | | | Yes | Yes |
| | *Provided explanation how Respondent's system pulls student demographics from Skyward and matches them with IEP service goals/minutes from SuccessEd to ensure accurate medicaid billing (Yes = 1 pt; No = 0 pts) (Attribute #130)* | 1 | 1 | 1 |
| | | | Yes | Yes |
| | *Data Security Plan (Yes = 2 pts.; No = 0 pts.) (Attribute #134)* | 2 | 2 | 2 |
| | | | Yes | Yes |
| | *Disaster Recovery Plan (Yes = 2 pts.; No = 0 pts.) (Attribute #136)* | 2 | 2 | 2 |
| | | | Yes | Yes |
| 4 | **The extent to which the goods or services meet District's needs** | **40** | **39.00** | **36.25** |
| | *Claims Process - Turnaround Time (30 days = 2pts; more than 30 days = 0 pts.) (Attribute #124)* | 2 | 2 | 2 |
| | | | MSB completes billing for all services within 30 days of service delivery. | Claims are typically processed and submitted on a weekly basis. |
| | *Claims Process - Parental consent monthly review (yes = 3 pts; no = 0 pts.) (Attribute #144)* | 3 | 3 | 3 |
| | | | Yes | Yes |

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| No | Criteria | Max. Pts. 100 | MSB School Services, LLC<br>Leander, TX<br>TIPS COOPERATIVE | Onward Learning (Texas Special Education Software Solutions LLC.)<br>Austin, TX<br>TIPS COOPERATIVE |
|---|---|---|---|---|
| | *Claims Process - TMHP participant list monthly validation (yes = 3 pts.; no = 0 pts.) (Attribute #146)* | 3 | 3 | 3 |
| | | | Yes | Yes |
| | *Respondent is able to provide the district an analysis of audit results. (Yes=2 pts; No = 0 pts.) (Attribute #138)* | 2 | 2 | 2 |
| | | | Yes | Yes |
| | *Respondent is able to prepare all required documents necessary for an appeal. (Yes = 2 pts; No = 0 pts.) (Attribute #139)* | 2 | 2 | 2 |
| | | | Yes | Yes |
| | *Respondent is able to file an appeal if necessary for the district. (Yes = 2 pt; No = 0) (Attribute #140)* | 2 | 2 | 2 |
| | | | Yes | Yes |
| | *Respondent is able to represent the district in an appeal if necessary. (Yes = 2 pt; No = 0 pts.) (Attribute #141)* | 2 | 2 | 2 |
| | | | Yes | Yes |
| | *Key Personnel - Number of Years with Company (weighted average) (10+ yrs = 4 pts.; 6-9 yrs = 3 pts; 4 yrs =2 pts; 3 yrs=1 pt. less than 1 yr = 0 pts) (#84, #89, #94, #99, #104, #109)* | 4 | 3 | 0.75 |
| | | | 7.3 years (average) | 2.5 years (average) |
| | *Provide relevant training at no additional cost to district personnel, including: (1) Teachers, (2) Para-professionals, (3) Physical Therapist, (4) Occupational Therapist, (5) Speech Pathologist, (6) Psychologist, (7) Diagnosticians; (8) Special Education Executive Director; (9) Relevant Supervisors; (10) Medicaid Clerk; (11) Chief Financial Officer; (12) Director of Health Services; (13) Director of Transportation; and (14) Director of Accounting. (yes = 1 pt each; no = 0 pts.) (Attribute #161-#164)* | 14 | 14 | 14 |
| | | | Yes | Yes |
| | *Number of years in business providing similar services (10+ years = 1 pt; less than 10 years = .5 pts) (Attribute #76)* | 1 | 1 | 0.5 |
| | | | 20 years | 7 years |
| | *Respondent is able to provide cost report preparation,analyzing, submission, and settlement. (Yes = 5 pts; No = 0 pts.) (Attribute #146)* | 5 | 5 | 5 |
| | | | yes | yes |
| 5 | **Past Relationship with District** | **1** | **0** | **0** |
| | *Prior experience with District. (Yes = 1pt; No = 0 pts.) (Attribute #79)* | | N/A | N/A |
| 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** | **1** |
| | *Texas Vendor or Employes 500+ in Texas= 1; out of State Vendor = 0 (Attribute #11)* | | Yes | Yes |

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| No | Criteria | Max. Pts. 100 | MSB School Services, LLC<br>Leander, TX<br>TIPS COOPERATIVE | Onward Learning (Texas Special Education Software Solutions LLC.)<br>Austin, TX<br>TIPS COOPERATIVE |
|---|---|---|---|---|
| 9 | **Any other relevant factor specifically listed in the request for bids or proposals.** | **4** | **4.00** | **4.00** |
| | *Timeline to have district up and running in entirety. (30 days = 1 pt; more than 60 days = 0 pts) (Attribute #121)* | 1 | 1 | 1 |
| | | | McAllen ISD can be fully operational as early as 30 days of contract execution. System integrations are complete by Day 14, provider training across all 31 campuses is complete by Day 28, and first claims are submitted to TMHP by Day 30–35. Weekly billing and monthly in-person meetings begin in Month 2. | As long as the District provides the necessary data required for implementation and makes its SHARS administrative team and end users available for training, Onward is confident the District can be fully operational within 30 days of contract execution. |
| | *MAC quarterly claims preparation and submission (yes = .5 pts; no = 0 pts) (Attribute #147)* | 0.5 | 0.5 | 0.5 |
| | | | Yes | Yes |
| | *Maintenance of effort review (yes = .5 pts; no = 0 pts.) (Attribute #148)* | 0.5 | 0.5 | 0.5 |
| | | | Yes | Yes |
| | *Presentations (yes = 2 pts., no = 0 pts.)* | 2 | 2 | 2 |



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

1. Discussion and Possible Action of MISD Policy DGBA (LOCAL)-Personnel Management Relations: Employee Complaints/Grievances (Second Reading)
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent

Item was pulled.

2. Discussion and Possible Action by the Board of Trustees of the McAllen Independent School District to Delegate the Superintendent Authority to Hire Chapter 21 Contract and/or Professional At-Will Employees
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent

Motion to Delegate the Superintendent Authority to Hire Chapter 21 Employees and At-Will Administrators from June 24, 2026 through August 11, 2026. This motion, made by Trustee Roberto Haddad and seconded by Trustee Aaron Rivera, Passed.

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

Yea: 7, Nay: 0

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

1. Report Regarding Child Nutrition Program Strategic Plan
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent

For information purpose only.

2. Report Regarding Bond 2026
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent

For information purpose only.

3. Discussion and Possible Action of the McAllen Independent School District May and June Budget Amendment for Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026

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

Motion to approve the McAllen Independent School District May and June Budget Amendment for the General Fund, Debt Service, and Capital Projects Fund Fund for Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026. This motion, made by Trustee Roberto Haddad and seconded by Trustee Sofia Peña, Passed.

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

Yea: 7, Nay: 0

4. Discussion and Possible Action on Compensation Plan for School Year 2026-2027

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

Motion to approve the Compensation Plan for 2026-2027 School Year. This motion, made by Trustee Erica de la Garza-Lopez and seconded by Trustee Sofia Peña, Passed.

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

Yea: 7, Nay: 0

5. Discussion and Possible Action of the Adoption of the McAllen Independent School District Budget for Fiscal Year Beginning July 1, 2026 and Ending June 30, 2027

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

Motion to Approval and Adoption of the Accelerated Instruction Funds budget of $196,517 for fiscal year beginning July 1, 2026 and ending June 30, 2027. This motion, made by Trustee Aaron Rivera 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: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

Motion to Approval and Adoption of the General Fund budget of $275,245,960 and the Debt Service Fund budget of $12,677,845, for a total budget of $287,923,805 for fiscal year beginning July 1, 2026 and ending June 30, 2027. This motion, made by Trustee Aaron Rivera and seconded by Trustee Robert Carreon, Passed.

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

Yea: 7, Nay: 0

6. Discussion and Possible Action on Approval of an Order Authorizing the Issuance by the McAllen Independent School District of its Unlimited Tax School Building Bonds, Series 2026; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of the Bonds; Delegating the Authority to the Board President and the Superintendent to Execute Certain Documents Relating to the Sale of the Bonds; and Providing an Effective Date

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

Motion to adopt an Order authorizing the issuance of "McAllen Independent School District of its Unlimited Tax School Building Bonds, Series 2026" pursuant to a delegated sale. This motion, made by Trustee Roberto Haddad and seconded by Trustee Aaron Rivera, Passed.

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

Yea: 7, Nay: 0

7. Discussion and Possible Action on Competitive Sealed Proposal No. 2027-1004 Dorothea Brown Middle School Community Track Parking Lot Project

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

Motion to approve the ranking for selection of General Contractor for Competitive Sealed Proposal No. 2027-1004 Dorothea Brown Middle School Community Track Parking Lot Project; and. This motion, made by Trustee Aaron Rivera and seconded by Trustee Robert Carreon, Passed.

| | |
|---|---|
| Robert Carreon: | Yea |
| Erica de la Garza-Lopez: | Yea |
| Roberto Haddad: | Yea |
| Lizzie Kittleman: | No Vote-Stepped Out |

| | |
|---|---|
| Sofia Peña: | Yea |
| Lucia Regalado: | Yea |
| Aaron Rivera: | Yea |

Yea: 6, Nay: 0

Motion to approve that Administration begins with negotiations with the highest-ranked Contractor. If the District is unable to negotiate a satisfactory contract with the selected Contractor, the District shall, formally and in writing, end negotiations with that Contractor; and proceed to the next Contractor in the order of the selection ranking until a contract is reached or all proposals are rejected; and. This motion, made by Trustee Aaron Rivera and seconded by Trustee Sofia Peña, Passed.

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

Yea: 7, Nay: 0

Motion to authorize the Superintendent to execute a contract in accordance with the procedures set out in Texas Government Code, Section 2269.254, once Contractor negotiations have been successfully achieved. This motion, made by Trustee Aaron Rivera and seconded by Trustee Sofia Peña, Passed.

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

Yea: 7, Nay: 0

Competitive Sealed Proposal No 2027-1004
Dorothea Brown Middle School Community Track Parking Lot Project
Evaluation Matrix

| Vendor Names | | Rene Guerra & Son Hauling LLC<br>Weslaco, TX | Peacock General Contractor, Inc.<br>Harlingen, TX |
|---|---|---|---|
| **Rank** | | 1 | 2 |
| Maximum points | 100.00 | 95.17 | 62.95 |
| **Price** | 60 | 60.00 | 39.45 |
| Base Bid (Includes Contingency) | | $ 187,339.82 | $ 284,951.53 |
| **Offeror's experience** | 15 | 13.17 | 2.5 |
| Three (3) K-12 reference forms (BA 56-76) | 1.5 | 1 | 0 |
| *Rationale: Rating of 2 or better; plus similar scope and size (0.25 pts for scope; 0.25 pts for size per reference)* | | 2 out of 3 submitted | did not meet scope and size |
| Three (3) Supplier Reference Letters (BA 151) | 1.5 | 1.5 | 1.5 |
| *Rationale: Reference letters from major suppliers and/or sub-contractors dated within the past two (2) years (2024-2025) must include (History of paying suppliers and/or sub-contractors and providing materials on time) .5 Pts. for each* | | | |
| Claims, judgments, arbitration proceedings or suits (BA 77) | 1 | 1 | 1 |
| *Rationale: 1+ adverse disposition = 0 Pts.; No adverse disposition = 1 Pts.* | | | |
| Three (3) current or past K-12 projects (BA 79-99) | 8 | 6.67 | 0 |
| *Rationale: Similar scope and size (1.33 pts for scope; 1.34 pts for size per reference)* | | | did not meet scope and size |
| Three (3) current or past Non K-12 projects (BA 101-121) | 3 | 3 | 0 |
| *Rationale: Similar scope and size (0.5 pts for scope; 0.5 pts for size per reference)* | | | did not meet scope and size |
| **Quality of the offeror's goods or services** | 7 | 4 | 3 |
| MISD Projects (Historical Report) | 4 | 4 | 0 |
| *Rationale: Previous business w/District Yes = 4 Pts. No = 0 Pts.* | | | |
| Repeat business (BA 122) | 3 | 0 | 3 |
| *Rationale: List your company's history of repeat business with project Owner(s) for similar scope and size. Yes = 3 Pts. No = 0 Pts.* | | no repeat business listed | |
| **Offeror's safety record** | 6 | 6 | 6 |
| Frequency of safety inspections (BA 123) | 1 | 1 | 1 |
| *Rationale: Acceptable or is this submitted Yes = 1 Pt.; No = 0 Pts.* | | | |
| OSHA Form 300 Log (BA 152) | 3 | 3 | 3 |
| *Rationale: Attach OSHA Form 300 Log of Work-Related Injuries and Illnesses for the last three (3) years (2023-2025) addressing the following: Number of injuries and illnesses, Number of lost time accidents, Number of recordable cases, Number of fatalities, and Number of employee direct hire fixed hours worked (round to 1,000's) Yes = 3 Pt.; No = 0 Pts.* | | | |
| Safety program manual and/or procedures (BA 153) | 1 | 1 | 1 |
| *Rationale: Submitted Yes = 1 Pts.; No = 0 Pts.* | | | |
| Drug/alcohol prevention policy and/or procedures (BA 154) | 1 | 1 | 1 |
| *Rationale: Submitted Yes = 1 Pt.; No = 0 Pts.* | | | |
| **Offeror's Proposed Personnel** | 6 | 6 | 6 |
| Staff experience (firm) (BA 131,136,141,146) | 3 | 3 | 3 |
| *Rationale: With firm >3 years = 3 Pts. (weighted distribution based on average number of years)* | | | |
| Staff experience (industry) (BA 132,137,142,147) | 3 | 3 | 3 |
| *Rationale: Industry >10 years = 3 Pts. (weighted distribution based on average number of years)* | | | |
| **Whether the offeror's financial capability is appropriate to the size and scope of the project** | 2 | 2 | 2 |
| Surety Letter (BA 155) | 1 | 1 | 1 |
| *Rationale: Submitted Yes = 1 Pt.; No = 0 Pts.* | | | |
| Financial Statement (BA 156) | 1 | 1 | 1 |
| *Rationale: Submitted Yes = 1 Pt.; No = 0 Pts.* | | | |
| **Any other relevant factors specifically listed in the CSP** | 4 | 4 | 4 |
| History of successful completion of projects on time and within budget | 4 | 4 | 4 |
| *Rationale: On-time Completion Yes = 2 Pts.; No = 0 Pts. Within budget Yes = 2 Pts.; No = 0 Pts.* | | | |
| *(BA 60,61,62,67,68,69,74,75,76,83,84,85,90,91,92,97,98,99,105,106,107,112,113,114,119,120,121)* | | | |

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8. Discussion and Possible Action on Request for Qualifications No. 2026-1039 Bond Underwriting Services

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

Motion to approve Request for Qualifications No. 2026-1039 Bond Underwriting Services, and approve the firms listed on the attached as qualified vendors for the duration of the 2026 Bond Program which is currently anticipated to be through 2031. This motion, made by Trustee Roberto Haddad and seconded by Trustee Aaron Rivera, Passed.

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

Yea: 7, Nay: 0

2026-1039 Bond Underwriting Services
EVALUATION MATRIX SUMMARY

| Firm Name | Point | Ranking |
|---|---|---|
| Academy Securities, Inc | 75 | 15 |
| BOK Financial Securities, Inc | 90 | 4 |
| Cabrera Capital Markets LLC | 82.5 | 12 |
| Crews & Associates, Inc | 74.5 | 16 |
| D.A. Davidson & Co | 79.5 | 14 |
| Frost Bank | 95 | 1 |
| Hilltop Securities Inc | 87.5 | 7 |
| Loop Capital, LLC | 69.5 | 18 |
| Piper Sandler & Co | 87.5 | 7 |
| RBC USA Holdco Corporation DBA RBC Capital Markets LLC | 95 | 1 |
| SAMCO Capital Markets, Inc | 95 | 1 |
| Siebert Williams Shank & Co., LLC | 82 | 13 |
| Southwest Business Corporation DBA SWBC Investment Services, LLC | 84.5 | 11 |
| Stifel, Nicolaus & Company, Incorporated | 87.5 | 7 |
| TCBI Securities, Inc DBA Texas Capital Securities | 90 | 4 |
| TD Financial Products LLC | 72 | 17 |
| The PNC Financial Services Group Inc DBA PNC Capital Markets LLC (20-3719138) | 90 | 4 |
| UMB Bank, N.A. | 87.5 | 7 |

2026-1039 Bond Underwriting Services
EVALUATION MATRIX

| | | Response No. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Criteria | Max. Pts. 100 | Academy Securities, Inc | BOK Financial Securities, Inc | Cabrera Capital Markets LLC | Crews & Associates, Inc | D.A. Davidson & Co | Frost Bank | Hilltop Securities Inc | Loop Capital, LLC | Piper Sandler & Co |
| | | | New York, NY | Plano, TX | DALLAS, TX | The Woodlands, TX | Denver, CO | San Antonio, TX | Dallas, TX | Chicago, IL | Minneapolis, MN |
| | **Total Points** | 100 | 75.00 | 90.00 | 82.50 | 74.50 | 79.50 | 95.00 | 87.50 | 69.50 | 87.50 |
| | **Ranking** | | 15 | 4 | 12 | 16 | 14 | 1 | 7 | 18 | 7 |
| 1 | **Experience and Qualifications** | 15 | 12.5 | 12.5 | 12.5 | 12.5 | 12.5 | 15 | 15 | 12.5 | 12.5 |
| | Firm's name and contact information for the lead professional(s) assigned to the District. *(Bid Attribute 54)* | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| | Firm's ownership structure, business classification, Texas office locations, and municipal finance personnel dedicated to banking, sales, trading, and underwriting activities. *(Bid Attribute 57)* | 10 | 7.5 | 7.5 | 7.5 | 7.5 | 7.5 | 10 | 10 | 7.5 | 7.5 |
| 2 | **Distribution and Marketing Capabilities** | 20 | 17.5 | 20 | 17.5 | 17.5 | 17.5 | 20 | 20 | 17.5 | 17.5 |
| | Underwriting desk location, lead underwriter contact information, and details regarding their industry experience and tenure with the firm. *(Bid Attribute 58)* | 10 | 7.5 | 10 | 7.5 | 7.5 | 7.5 | 10 | 10 | 7.5 | 7.5 |
| | Firm's sales, trading, underwriting, structuring, and marketing experience for Texas school district bond transactions. *(Bid Attribute 56)* | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| 3 | **Financial Strength and Capital Commitment** | 15 | 15 | 15 | 15 | 12 | 12 | 15 | 15 | 7 | 15 |
| | Firm's total and net capital for the past three years and current period. *(Bid Attribute 55)* | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| | Firm's capital approval process. *(Bid Attribute 59)* | 10 | 10 | 10 | 10 | 7 | 7 | 10 | 10 | 2 | 10 |
| 4 | **References and Recent Performance** | 50 | 30 | 42.5 | 37.5 | 32.5 | 37.5 | 45 | 37.5 | 32.5 | 42.5 |
| | Negotiated Texas school district bond transactions completed from January 1, 2023, through April 15, 2026, categorized by Senior Manager and Co-Manager roles. *(Bid Attributes 60 - 90)* | 5 | 0 | 5 | 5 | 0 | 5 | 5 | 5 | 5 | 5 |
| | | 10 | 7.5 | 10 | 10 | 10 | 5 | 10 | 10 | 5 | 10 |
| | Firm's bond-related experience with the District during the past 10 years. *(Bid Attribute 91)* | 10 | 0 | 5 | 0 | 0 | 5 | 5 | 0 | 0 | 5 |
| | Texas School District References listed as of January 1, 2023. *(Bid Attributes 92-116)* | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 |
| | Arbitration/Legal Concerns *(Bid Attribute 117)* | 5 | 2.5 | 2.5 | 2.5 | 2.5 | 2.5 | 5 | 2.5 | 2.5 | 2.5 |

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2026-1039 Bond Underwriting Services
EVALUATION MATRIX

| No. | Criteria | Max. Pts. 100 | Response No. 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | The PNC Financial Services Group Inc DBA PNC Capital Markets LLC (20-3719138) | RBC USA Holdco Corporation DBA RBC Capital Markets LLC | SAMCO Capital Markets, Inc | Siebert Williams Shank & Co., LLC | Stifel, Nicolaus & Company, Incorporated | Southwest Business Corporation DBA SWBC Investment Services, LLC | TD Financial Products LLC | TCBI Securities, Inc DBA Texas Capital Securities | UMB Bank, N.A. |
| | | | McAllen, TX | San Antonio, TX | San Antonio, TX | Houston, TX | Fort Worth, TX | San Antonio, TX | Dallas, TX | Dallas, TX | Dallas, TX |
| | Total Points | 100 | 90.00 | 95.00 | 95.00 | 82.00 | 87.50 | 84.50 | 72.00 | 90.00 | 87.50 |
| | Ranking | | 4 | 1 | 1 | 13 | 7 | 11 | 17 | 4 | 7 |
| 1 | Experience and Qualifications | 15 | 12.5 | 12.5 | 15 | 12.5 | 12.5 | 15 | 12.5 | 15 | 12.5 |
| | Firm's name and contact information for the lead professional(s) assigned to the District. *(Bid Attribute 64)* | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| | Firm's ownership structure, business classification, Texas office locations, and municipal finance personnel dedicated to banking, sales, trading, and underwriting activities. *(Bid Attribute 67)* | 10 | 7.5 | 7.5 | 10 | 7.5 | 7.5 | 10 | 7.5 | 10 | 7.5 |
| 2 | Distribution and Marketing Capabilities | 20 | 20 | 20 | 20 | 20 | 17.5 | 20 | 17.5 | 20 | 20 |
| | Underwriting desk location, lead underwriter contact information, and details regarding their industry experience and tenure with the firm. *(Bid Attribute 66)* | 10 | 10 | 10 | 10 | 10 | 7.5 | 10 | 7.5 | 10 | 10 |
| | Firm's sales, trading, underwriting, structuring, and marketing experience for Texas school district bond transactions. *(Bid Attribute 65)* | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| 3 | Financial Strength and Capital Commitment | 15 | 15 | 15 | 15 | 7 | 15 | 7 | 12 | 15 | 15 |
| | Firm's total and net capital for the past three years and current period. *(Bid Attribute 58)* | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| | Firm's capital approval process. *(Bid Attribute 59)* | 10 | 10 | 10 | 10 | 2 | 10 | 2 | 7 | 10 | 10 |
| 4 | References and Recent Performance | 50 | 42.5 | 47.5 | 45 | 42.5 | 42.5 | 42.5 | 30 | 40 | 40 |
| | Negotiated Texas school district bond transactions completed from January 1, 2023, through April 15, 2026, categorized by Senior Manager and Co-Manager roles. *(Bid Attributes 60 - 90)* | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| | | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 0 | 10 | 10 |
| | Firm's bond-related experience with the District during the past 10 years. *(Bid Attribute 91)* | 10 | 5 | 10 | 5 | 5 | 5 | 5 | 0 | 0 | 0 |
| | Texas School District References listed as of January 1, 2023. *(Bid Attributes 92-116)* | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 |
| | Arbitration/Legal Concerns *(Bid Attribute 117)* | 5 | 2.5 | 2.5 | 5 | 2.5 | 2.5 | 2.5 | 5 | 5 | 5 |

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

1. Discussion and Possible Action to Approve Board of Education Meeting Minutes: Special Board Meeting - June 2, 2026

Motion to approve Board of Education meeting minutes as listed. This motion, made by Trustee Sofia Peña and seconded by Trustee Robert Carreon, Passed.

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

Yea: 7, Nay: 0

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:**

Meeting went into close session at 7:39 pm.

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

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

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

D) Discussion of Recommendation for the Director of Employee Benefits and

Safety/Risk Management Department for the 2026-2027 School Year

E) Discussion of Recommendation for the Principal at Dr. Pablo Perez Elementary for 2026-2027 School Year

F) Discussion Regarding School Safety and Security

a. 2023-26 (DAR) District Safety and Security Audit Report

G) Pending and/or Potential Litigation

H) Possible Real Estate Acquisition

9. **RECONVENE IN OPEN SESSION**

Meeting reconvened at 9:06 pm.

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

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

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

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

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

Yea: 7, Nay: 0

B) Discussion and Possible Action of Human Resources Recommendation(s) for the 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 Aaron Rivera and seconded by Trustee Sofia Peña, Passed.

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

Yea: 7, Nay: 0

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

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

D) Discussion and Possible Action on the Recommendation of the Director of Employee Benefits and Safety/Risk Management Department for the 2026-2027 School Year

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

Motion to approve the Superintendent's recommendation, Mrs. Karina Perez, for the Director of Employee Benefits & Safety/Risk Management for the 2025-2026 School Year. This motion, made by Trustee Roberto Haddad and seconded by Trustee Aaron Rivera, Passed.

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

Yea: 7, Nay: 0

E) Discussion and Possible Action of Recommendation for the Principal at Dr. Pablo Perez Elementary for 2026-2027 School Year
Presenter: Dr. René Gutiérrez, Superintendent

Motion to approve the Superintendent's recommendation, Ms. Jennifer Alaniz-Lopez, for the Principal at Dr. Pablo Perez Elementary for 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 |
| Lucia Regalado: | Yea |
| Aaron Rivera: | Yea |

Yea: 7, Nay: 0

F) Discussion Regarding School Safety and Security
a. 2023-26 (DAR) District Safety and Security Audit Report

G) Pending and/or Potential Litigation

H) Possible Real Estate Acquisition

11. **ADJOURNMENT**

Motion to adjourn meeting at 9:18 pm. This motion, made by Trustee Robert Carreon and seconded by Trustee Aaron Rivera, Passed.

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

Yea: 7, Nay: 0

12. **SCHEDULED MEETINGS**

A. Board Workshop - (Strategic Planning Roundtable) - June 25, 2026 - 5:30 pm - Administration Building/Dr. Ricardo Chapa

Board Room

Board President

Board Secretary

# Board Workshop-Strategic Planning Roundtable

Thursday, June 25, 2026 12:00 PM

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

Attendance Taken at 12:00 PM.

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

1. **CALL MEETING TO ORDER**

Meeting was called to order at 12:02 pm.

2. **PUBLIC COMMENT(S)**

The following community member(s) addressed the Board: None

3. **DISCUSSION OF STRATEGIC PLANNING STATUS**

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

Presenter: Dr. René Gutiérrez, Superintendent

For information purposes only.

4. **ADJOURNMENT**

_____ _____

Board President Board Secretary

# Special Board Meeting

Thursday, July 23, 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: | Present |
| Aaron Rivera: | Absent |

1. **CALL MEETING TO ORDER**

Meeting was called to order at 5:31 pm.

2. **PUBLIC COMMENTS**

The following community member(s) addressed the Board:

1. Papito Gonzalez-Hiring the McAllen Memorial basketball coach

3. **CONSENT AGENDA ITEMS**

A) Discussion and Possible Action on No. 2027-042 Preparing and Recruiting Educators through Partnership (PREP) Memorandum of Understanding (2026–2027) between McAllen Independent School District and Region One Education Service Center (ESC)

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

Presenter: Dr. René Gutiérrez, Superintendent

Motion to approve MOU No. 2027-042 PREP Residency Memorandum of Understanding (2026-2027) between McAllen Independent School District and Region One ESC through August 1, 2027. This motion, made by Trustee Robert Carreon and seconded by Trustee Sofia Peña, Passed.

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

Yea: 6, Nay: 0, Absent: 1

B) Discussion and Possible Action on No. 2027-064 Apprenticeship Pathway Related Instruction Partnership Agreement between McAllen Independent School District and Western Governors University “WGU”
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Presenter: Dr. René Gutiérrez, Superintendent
Motion to approve MOU No. 2027-064 Apprenticeship Pathway Related Instruction Partnership Agreement between McAllen Independent School District and Western Governors University "WGU" through July31, 2027. The agreement will be signed by parties following Board approval. This motion, made by Trustee Robert Carreon and seconded by Trustee Sofia Peña, Passed.

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

Yea: 6, Nay: 0, Absent: 1

C) Discussion and Possible Action on No. 2027-067 PREP Grow Your Own Memorandum of Understanding between McAllen Independent School District and University of Texas Rio Grande Valley “UTRGV”
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Presenter: Dr. René Gutiérrez, Superintendent
Motion to approve MOU No. 2027-067 PREP Grow Your Own Memorandum of Understanding (2026-2027) between McAllen Independent School District and University of Texas Rio Grande Valley ("UTRGV") through July 31, 2027. This motion, made by Trustee Robert Carreon and seconded by Trustee Sofia Peña, Passed.

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

Yea: 6, Nay: 0, Absent: 1

D) Discussion and Possible Action on Memorandum of Understanding (MOU) No. 2027-088 Preparing & Retaining Educators through Partnership Grow Your Own (PREP GYO) Program between McAllen Independent School District and South Texas College (STC)
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Presenter: Dr. René Gutiérrez, Superintendent
Motion to approve MOU No. 2027-088 Preparing & Retaining Educators through PREP GYO Program between McAllen Independent School District and STC through July 31, 2027. This motion, made by Trustee Robert Carreon and seconded by Trustee Sofia Peña, Passed.

| | |
|---|---|
| Robert Carreon: | Yea |

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

Yea: 6, Nay: 0, Absent: 1

4. **Business and Operations Item(s)** (Lorena Garcia)

A) Report Regarding 2026 Bond Update
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Presenter: Dr. René Gutiérrez, Superintendent
For information purposes only.

B) Discussion and Possible Action Regarding the Selection of Senior Underwriter and Co-Managers for the 2026 Bond
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Presenter: Dr. René Gutiérrez, Superintendent
Motion to approve the selection of Senior Underwriter and Co-Managers for the 2026 Bond as attached. This motion, made by Trustee Robert Carreon 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: | Yea |
| Aaron Rivera: | Absent |

Yea: 6, Nay: 0, Absent: 1

| | Firm Name | Point | Ranking | Designation | Tranche |
|---|---|---|---|---|---|
| 1 | Frost Bank | 95 | 1 | Co-Manager | #1 - $100M |
| 2 | RBC USA Holdco Corporation DBA RBC Capital Markets LLC | 95 | 1 | Co-Manager | #1 - $100M |
| 3 | SAMCO Capital Markets, Inc | 95 | 1 | Senior | #1 - $100M |
| 4 | BOK Financial Securities, Inc | 90 | 2 | Co-Manager | #1 - $100M |
| 5 | The PNC Financial Services Group Inc DBA PNC Capital Markets LLC (20-3719138) | 90 | 2 | Co-Manager | #1 - $100M |
| 6 | TCBI Securities, Inc DBA Texas Capital Securities | 90 | 2 | | #2 - $120M |
| 7 | Hilltop Securities Inc | 87.5 | 3 | | #2 - $120M |
| 8 | Piper Sandler & Co | 87.5 | 3 | | #2 - $120M |
| 9 | Stifel, Nicolaus & Company, Incorporated | 87.5 | 3 | | #2 - $120M |
| 10 | UMB Bank, N.A. | 87.5 | 3 | | #2 - $120M |
| 11 | Southwest Business Corporation DBA SWBC Investment Services, LLC | 84.5 | 4 | | #2 - $120M |
| 12 | Cabrera Capital Markets LLC | 82.5 | 5 | | #3 - $60M |
| 13 | Siebert Williams Shank & Co., LLC | 82 | 6 | | #3 - $60M |
| 14 | D.A. Davidson & Co | 79.5 | 7 | | #3 - $60M |
| 15 | Academy Securities, Inc | 75 | 8 | | #3 - $60M |
| | | 64 | | | |
| | Tranche #4 - $55M: Update the evaluation criteria and re-rank before selecting the firms. | | | | |

C) Discussion and Possible Action Regarding Creating a Bond Oversight Committee
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Presenter: Dr. René Gutiérrez, Superintendent

Motion to approve the creation of a Bond Oversight Committee. This motion, made by Trustee Roberto Haddad and seconded by Trustee Erica de la Garza-Lopez, Passed.

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

Yea: 6, Nay: 0, Absent: 1

5. **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:**

Meeting was recessed to closed session at 6:20 pm.

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

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

C) Discussion of Human Resources Employee Resignation(s) for the School Year 2026-2027

D) Discussion of Recommendation for the Principal at Homer J. Morris Middle School for the 2026-2027 School Year

E) Discussion of Recommendation for the Principal at Theodore Roosevelt Elementary School for the 2026-2027 School Year

Item pulled.

6. **RECONVENE IN OPEN SESSION**

Meeting reconvened at 7:07 pm.

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

A) Discussion and Possible Action of Human Resources Recommendation(s) for the School Year 2026-2027

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

Presenter: Dr. René Gutiérrez, Superintendent

Motion to approve Human Resources Recommendation(s) for School Year 2026-2027. This motion, made by Trustee Robert Carreon 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: | Yea |
| Aaron Rivera: | Absent |

Yea: 6, Nay: 0, Absent: 1

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

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

Presenter: Dr. René Gutiérrez, Superintendent

For information purposes only.

C) Discussion of Human Resources Employee Resignation(s) for the School Year 2026-2027

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

Presenter: Dr. René Gutiérrez, Superintendent

For information purposes only.

D) Discussion and Possible Action of Recommendation for the Principal at Homer J. Morris Middle School for the 2026-2027 School Year

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

Presenter: Dr. René Gutiérrez, Superintendent

Motion to approve the Superintendent's recommendation, Mr. Marcos Flores, for the Principal at Homer J. Morris Middle School for 2026-2027. This motion, made by Trustee Sofia Peña 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: | Yea |
| Aaron Rivera: | Absent |

Yea: 6, Nay: 0, Absent: 1

E) Discussion and Possible Action of Recommendation for the Principal at Theodore Roosevelt Elementary School for the 2026-2027 School Year

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

Presenter: Dr. René Gutiérrez, Superintendent

Item pulled.

8. **ADJOURNMENT**

Motion to adjourn meeting at 7:12 pm. This motion, made by Trustee Robert Carreon and seconded by Trustee Sofia Peña, Passed.

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

Yea: 6, Nay: 0, Absent: 1

_____ _____

Board President Board Secretary

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 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:** Alberto Canales (Jul 30, 2026 18:08:47 CDT)

**SUPERVISOR:** Lorena Garcia (Jul 30, 2026 18:09:54 CDT)

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:**

RENE GUTIERREZ (Aug 3, 2026 09:10:51 CDT)

**Superintendent of Schools**

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 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:** Alberto Canales (Jul 30, 2026 18:08:07 CDT)

**SUPERVISOR:** Lorena Garcia (Jul 30, 2026 18:11:57 CDT)

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:**

RENE GUTIERREZ (Aug 3, 2026 09:13:33 CDT)

**Superintendent of Schools**

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

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

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:** Alberto Canales (Aug 3, 2026 14:21:44 CDT)

**SUPERVISOR:** Lorena Garcia (Aug 3, 2026 14:26:58 CDT)

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:**

RENE GUTIERREZ (Aug 3, 2026 14:31:52 CDT)

**Superintendent of Schools**

**BOARD AGENDA REPORT**
**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** August 11, 2026

SUBJECT: Discussion and Possible Action of Recommendation for Principal at Theodore Roosevelt Elementary for 2026-2027

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The position of Principal at Theodore Roosevelt Elementary is a vacancy for the 2026-2027 school year.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The elementary principal pool vacancy was posted on July 14, 2026 and interviews were conducted on July 27, 2026. The interview committee made their recommendation to the Superintendent.

LEGAL REVIEW:

Not Applicable

BUDGETARY CONSIDERATIONS:

This is a budgeted position.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the Superintendent's recommendation for the Principal at Theodore Roosevelt Elementary for 2026-2027.

**Attachment**: ☐

**SUBMITTED BY:** Alberto Canales (Jul 30, 2026 18:09:29 CDT)

**SUPERVISOR:** Lorena Garcia (Jul 30, 2026 18:11:14 CDT)

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:**

RENE GUTIERREZ (Aug 3, 2026 09:11:16 CDT)

**Superintendent of Schools**