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 13, 2024, beginning at 5:30 PM Dr. Ricardo Chapa Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501.

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

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

1. **CALL MEETING TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT(S)**
5. **SUPERINTENDENT'S REPORT(S)**

   Presenter: Dr. René Gutiérrez, Superintendent

   A) McAllen ISD hosts Back to School Bash

   B) Families visit Collegiate Academy Open House

   C) McAllen ISD follows Olympic swimmer
6. **RECOGNITION(S)**
7. **PROCLAMATION(S)**
8. **DONATION(S)**
9. **CONSENT AGENDA ITEMS**

   A) Discussion and Possible Action on Agreement No. 2025-035 Edspire with Region One Education Service Center 8
   Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

   Presenter: Dr. René Gutiérrez, Superintendent

B) Discussion and Possible Action on Memorandum of Understanding No. 2025-041 Health and Human Services Commission Early Childhood Intervention Services with Region One Education Service Center 13
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

C) Discussion and Possible Action on Interlocal Agreement No. 2025-005 Texas Educator Excellence Management System (TEEMS) Subscription and License with Region 18 Education Service Center 24
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

D) Discussion and Possible Action on Memorandum of Agreement No. 2025-009 with Tropical Texas Behavioral Health 43
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

E) Discussion and Possible Action of Interlocal Agreement No. 2025-062 Dual Credit Program for McAllen High School, McAllen Memorial High School, and James "Nikki" Rowe High School with South Texas College 48
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

F) Discussion and Possible Action on Interlocal Agreement No. 2025-070 Dual Credit Program for Achieve Early College High School with South Texas College 69
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

G) Discussion and Possible Action on Interlocal Agreement No. 2025-071 Principal Agreement for Achieve Early College High School Dual Credit Programs 24-25 with South Texas College 87
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

H) Discussion and Possible Action on Interlocal Cooperation Contract No. 2025-057 College Awareness with The University of Texas Rio Grande Valley AmeriCorps Program 91
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

I) Discussion and Possible Action on Memorandum of Agreement No. 2025-056 EdSpire Accountability & Instructional Software Modules with Region One Education Service Center 97
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

J) Discussion and Possible Action on Request for Proposal No. 2024-1022 Career and Technology Education Instructional Supplies, Materials, Equipment and Related Services (Round 7 and 8) 102
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

K) Discussion and Possible Action on Request for Proposal No. 2022-1038 Special Education Equipment, Supplies, Services, and Related Products (Round 20) 104
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

L) Discussion and Possible Action on Request for Proposal No. 2024-1023 Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants, and Rentals (Round 7 & Round 8) 106
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

M) Discussion and Possible Action on Educational Program Affiliation Agreement No. 2025-059 Principal Practicum with The University of Texas Rio Grande Valley 108
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

N) Report Regarding Interlocal Cooperative Agreement No. 2020-001 OMNIA Partners 114
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

O) Discussion and Possible Action on Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 8) 115
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

P) Discussion and Possible Action on the Disposal of Middle School Spanish Instructional Materials through Auction 117
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

Q) Discussion and Possible Action on the Disposal of Out-of-Adoption Science Instructional Materials through Recycling 119
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

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

A) **Instructional Services Item(s)** (Dr. Rosalba De Hoyos)

1. Discussion and Possible Action on the Advanced Course List for the University Interscholastic League "No Pass, No Play" Rules for the 2024-2025 — 122
   Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

   Presenter: Dr. René Gutiérrez, Superintendent

2. Discussion and Possible Action of the Innovative Course Theory of Knowledge for the International Baccalaureate Diploma Programme — 124
   Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

   Presenter: Dr. René Gutiérrez, Superintendent

3. Discussion and Possible Action on the Student and Staff Travel to the Crowd Pleasers Dance National Competition in Hawaii — 125
   Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

   Presenter: Dr. René Gutiérrez, Superintendent

B) **Instructional Leadership Item(s)** (Jeanette Nino)

1. 2023-2024 PRELIMINARY State Accountability — 126
   Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership

   Presenter: Dr. René Gutiérrez, Superintendent

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

1. Discussion and Possible Action of the 2024-2025 Texas Teacher Evaluation and Support System (T-TESS) Calendar — 148
   Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

   Presenter: Dr. René Gutiérrez, Superintendent

2. Discussion and Possible Action of the 2024-2025 List of Certified Texas Teacher Evaluation and Support System (T-TESS) Appraisers — 150
   Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

   Presenter: Dr. René Gutiérrez, Superintendent

3. Discussion and Possible Action of the 2024-2025 Student Code of Conduct — 151
   Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

   Presenter: Dr. René Gutiérrez, Superintendent

4. Discussion and Possible Action Regarding the Designation of Ten Nonbusiness Days for Public Information Act Requests as per — 205

House Bill 3033
Item Submitted: Johnathan Ball, Legal Counsel

Presenter: Dr. René Gutiérrez, Superintendent

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

1. Report Regarding the 2024 Anticipated Collection Rate and 2023 Excess Debt Tax Collections 206
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

2. Report Regarding Taxes Collected for the Quarter of April – June 2024 208
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

3. Report Regarding Long-Range Facilities Master Planning 212
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

4. Discussion and Possible Action on the McAllen Independent School District July Budget Amendment for Fiscal Year Beginning July 1, 2024 and Ending June 30, 2025 228
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

5. Discussion and Possible Action on the Resolution Adopting Authorized Broker/Dealer List 235
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

6. Discussion and Possible Action on the Resolution Approving Independent Sources for Investment Training and Designation of Investment Officers 237
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

7. Discussion and Possible Action on Final Payment to Noble Texas Builders LLC on Contract No. 2023-116 Design-Build for University of Texas Rio Grande Valley (UTRGV) / McAllen Independent School District (MISD) Collegiate Academy 239
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

8. Discussion and Possible Action on Final Payment to American Contracting USA, Inc. on Contract 2023-065 William B. Travis Middle School Re-Roof and Mechanical Upgrades Re-Bid 257

Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

9. Discussion and Possible Action on Final Payment to E-Con Group LLC on Contract 2021-2023 McAllen Veterans Memorial Stadium New Press Box 261
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

10. Discussion and Possible Action on Memorandum of Understanding No. 2025-087 The University of Texas Rio Grande Valley (UTRGV) Police Department and McAllen Independent School District Police Department 271
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

11. Discussion and Possible Action on Agreement No. 2025-093 with DMR Educational Consulting, Inc. 277
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

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

1. Approval of Board of Education Meeting Minutes 300
   a) Special Board Meeting - June 18, 2024
   b) Special Board Meeting - June 25, 2024 5:30 PM 301
   c) School Safety and Security Committee Meeting August 8, 2024 12:00 PM 303

11. **RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, 551.074, 551.076, and 551.089 Texas Government Code, to discuss the following:**
    A) Human Resources Recommendation(s) for School Year 2024-2025
    B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024
    C) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2024-2025
    D) Discussion on O'Hanlon Demerath & Castillo
    E) Discussion Regarding School Safety and Security
    F) Pending and/or Potential Litigation
    G) Possible Real Estate Acquisition
12. **RECONVENE IN OPEN SESSION**
13. **ACTION ON ITEM(S) IN CLOSED SESSION**

A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2024-2025 305
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024 306
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 2024-2025 307
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

D) Discussion and Possible Action on O'Hanlon Demerath & Castillo

E) Discussion Regarding School Safety and Security

F) Pending and/or Potential Litigation

G) Possible Real Estate Acquisition

14. **SCHEDULE OF FUTURE MEETINGS**

A) Regular Board Meeting - Tuesday, August 27, 2024 - 5:30 PM Dr. Ricardo Chapa Board Room/Administration Building

B) Regular Board Meeting - Tuesday, September 10, 2024 - 5:30 PM Dr. Ricardo Chapa Board Room/Administration Building

C) Regular Board Meeting - Tuesday, September 24, 2024 - 5:30 PM Dr. Ricardo Chapa Board Room/Administration Building

15. **ADJOURNMENT**

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

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

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on August 9, 2024 by 4:00 P.M.
Natalia Goza
on behalf of the Board of Trustees

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Agreement No. 2025-035 Edspire with Region One Education Service Center

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Region One Education Service Center Personnel Services Cooperative provides member districts with a comprehensive set of services designed to assist districts to recruit and retain highly qualified, certified, and caring teachers and staff in their districts. The Agency was created in accordance with Section 791.001 of the Texas Government Code. Its purpose is to provide efficiencies for members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Region One Education Service Center provides Edspire, a hosted online subscription to assist the District in tracking, storing, monitoring, reporting, and organizing student performance data and student/teacher data.

LEGAL REVIEW:

The Memorandum of Understanding has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Funds for this service are available through the Title IV Part A Federal Grant.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Agreement No. 2025-035 Edspire with Region One ESC through August 31, 2025.

Attachment: ☑

SUBMITTED BY: Dr. Cynthia Olivarez
Dr. Cynthia Olivarez (Jul 29, 2024 11:08 CDT)

SUPERVISOR: Rosalba De Hoyos

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

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jul 29, 2024 16:02 CDT)

Superintendent of Schools

Region One Education Service Center
1900 W. Schunior, Edinburg, TX 78541 ◆ Ph (956) 984-6000 ◆ Fax (956) 984-7655

Daniel P. King, Ph.D.
Executive Director

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

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

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

WITNESSETH:

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

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

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

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

Term of Contract:

The term of the agreement is <<09/01/2024>> to <<08/31/2025>>

2. Termination of the Contract:

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

3. Role of Region One ESC:

Scope of work:

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

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

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

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

4. Role of Participating District:

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

5. Costs:

District will be invoiced on an annual basis.

Annual Subscription Breakdown

Web-based Applications (2024-25)

Please check the desired products and services.

Chore Packages		
Yes ☐ No ☑	Accountability $750 per campus (31)	$0
Yes ☐ No ☑	Instructional $750 per campus (31)	$0
Addon Packages		
Yes ☑ No ☐	TSI/ACT/SAT/AP Tracker* $700 per campus (5)	$3,500
Yes ☐ No ☑	Goal Setting Engine - $250 per campus	$0
Yes ☐ No ☑	HB 1416 Tracking - $250 per campus	$0
Yes ☐ No ☑	Group Sharing - $250 per campus	$0
Yes ☐ No ☑	Assessment Design Lab - $2,000 per district	$0
Per Student Services		
Yes ☑ No ☐	TSI/ACT/SAT/AP Tracker* ($2*6690)	$13,380
	EdSpire Annual Subcription Fee:	$16,880
	Total 2024-25 Fee:	$16,880

6. Limitation of Liability:

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

Authorization	
McAllen ISD	**Region One ESC**
Superintendent or Designee Signature	**Signature**
Name: Sophia Peña	**Name:** Dr. Daniel King
Title: Board President	**Title:** Executive Director
Date:	**Date:**
Email: sophia.pena1@mcallenisd.net	**Email:** dking@esc1.net
Phone: (956) 618-6000	**Phone: (956)984-6001**
Contact Person: Dr. Cynthia Olivarez	

Approved as to from:

By: JOHNATHAN BALL (Jun 17, 2024 08:17 CDT)
Jonathan Ball, Staff Attorney

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Memorandum of Understanding No. 2025-041 Health and Human Services Commission Early Childhood Intervention Services with Region One Education Service Center

REFERENCE: Goal 1 - Student Achievement/Student Focus, Strategy 5 - Partnerships with Business/Civic/Educational Organizations

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District ("District") has partnered with Health and Human Services Commission ("HHSC") Early Childhood Intervention ("ECI") Services through Region One ESC 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 Education Act ("IDEA").

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The Memorandum of Understanding allows HHSC ECI Services to provide notification to the District's Regional Day School Program for the Deaf ("RDSPD") if a child is determined to be potentially eligible for Part B services and will provide the referral for ophthalmological, optometric, audiological, and ontological evaluations when required for determining eligibility for ECI services.

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. 2025-041 Health and Human Services Commission Early Childhood Intervention Services with Region One Education Service Center through August 31, 2025.

Attachment: ☑

SUBMITTED BY: Liza Lara (Jul 29, 2024 11:21 CDT)

SUPERVISOR:

For further information contact:
Name: Mrs. Liza Lara, Director of RDSPD
Office: (956) 971-4500
eMail: liza.lara@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jul 29, 2024 16:01 CDT)

Superintendent of Schools

HEALTH AND HUMAN SERVICES COMMISSION EARLY CHILDHOOD INTERVENTION SERVICES

TEXAS Health and Human Services | Medical and Social Services

LOCAL MEMORANDUM OF UNDERSTANDING FISCAL YEAR 2024-2025

I. General Contact Information

II. Transition Notification

III. Transition Conference

IV. Services to ECI Enrolled Children with Deaf and Hard of Hearing and/or Blind/Vision Impairments

I. General Contact Information

ECI Program:	**Region One ESC/ECI Program** 1900 W. Schunior, Edinburg, TX 78541 Phone: 956-984-6131 Fax: 956-984-7648 www.esc1.net
ECI Administrator:	**Theresa Cantu** 956-984-6131 marycantu@esc1.net
ECI Directors: Hidalgo County	**Esmeralda Mora** 956-984-6160 emora@esc1.net
Cameron County	**Celina Perez** 956-984-2102 cgperez@esc1.net
Local Education Agency:	**Regional School for the Deaf** 2100 W. Hackberry McAllen, TX 78501 Phone: 956-971-4500
RDSPD Director:	**Liza Lara** 956-971-4500 liza.lara@mcallenisd.net
Special Education Executive Director:	Maribelle Elizonde 956-632-3285 maribelle.elizondo@mcallenisd.net
Primary Contact for Transition:	**Jessica Rios** jessica.rios@mcallenisd.net
Primary Contact for DHH services:	**Jessica Rios** Jessica.rios@mcallenisd.net
Primary Contact for BVI services:	

Orientation & Mobility services:

Special Information or contact	**Liza Lara**
For summer months:	956-971-4500
	liza.lara@mcallenisd.net

II. TRANSITION NOTIFICATION

ECI Responsibilities:

1. ECI determines if a child is potentially eligible for special education services under Part B of IDEA.

2. Prior to notifying the appropriate LEA that a child is potentially eligible for Part B services, ECI provides written notification to the child's parent advising the parent of:

   a. The information that will be disclosed, including the limited personally identifiable information (child's name, child's date of birth, parent's name, address, and telephone number), and the home language of the child.
   b. The scheduled LEA notification date; and
   c. The right to opt out of the disclosure in writing at any time up until the time of the scheduled LEA notification date.

3. For a child, whose parent has not opted out of the disclosure within the prescribed timeline, ECI notifies the LEA at least 90 days before the child's third birthday that the child is potentially eligible for Part B services.

4. When ECI provides notification of a potentially eligible child less than 90 days before the child's third birthday, ECI provides a written explanation to the LEA stating the reason for the delay:
   a. The parent previously declined the referral.
   b. Enrollment in ECI occurred when the child was between 33 and 27 months of age.
   c. Program reasons delayed the referral.

5. If a child is enrolled late in ECI services (fewer than 90 days and more

than 45 days before the child's third birthday), ECI determines as soon as possible whether the child is potentially eligible for Part B services. If the child is determined to be potentially eligible for Part B services, ECI provides notification to the LEA as soon as possible, unless the parent opts out of the disclosure in writing.

6. If a child is referred to ECI fewer than 45 days before the child's third birthday and the child may be potentially eligible for Part B services, ECI, with parental consent will refer the child to the LEA for a Part B eligibility determination. ECI is not required to determine the child's eligibility for ECI services in the situation.

7. With parental consent, ECI refers all children who have or are suspected of having a DHH or a BVI to the LEA for an evaluation by a teacher certified to teach children with DHH or BVI, whichever is appropriate.

LEA Responsibilities:

1. LEAs understand that receiving notification of a child who is potentially eligible for Part B services constitutes a referral to the Part B system and that steps must be taken to initiate the evaluation process to determine whether the child is eligible for Part B services.

2. LEAs coordinate efforts with ECI programs to support parent involvement in the transition planning process.

III. Transition Conference

1. ECI obtains parental consent from the parents to contact the school district.

2. If a child is determined potentially eligible for LEA services, ECI obtains parental consent to contact the LEA to schedule a transition conference no fewer than 90 days prior to the child's third birthday, and at the discretion of all parties, not more than nine months before the child's third birthday to discuss any services the child may receive under Part B.

3. The request for transition conference will be sent to the LEA via the LEA notification and Transition Conference document. The form will be faxed or scanned through email along with a copy of the parental consent for release of information. The document will contain the child's initial IFSP/enrollment date to assist the LEA in compliance with Child Find (SPPI-11 & SPPI-12) in the Texas Student Data System.

Once scheduled, the ECI staff will invite other district staff who want to attend, including DHH and BVI teachers, if applicable.

4. A face-to-face transition conference must be held at least 90 days before the child's third birthday.

5. To assist the LEA in determining eligibility, ECI with parental consent, must send the LEA the most recent (within the year):
    a. Evaluations (i.e., current Vision and Hearing report from doctor or nurse, etc.)
    b. Assessments
    c. IFSP's

    The transition conference may be held at the family's home, at a school campus, or at another mutually agreed upon location. With parental consent, in addition to the family, the following individuals should also attend the meeting: ECI staff, a school representative, HHS for Blind and Visually Impaired Services specialist if the child has a vision impairment, or HHS Office of Deaf and Hard of Hearing Services regional specialist if a child has a hearing impairment.

6. The LEA referral Packet is filled out following the transition meeting.

7. A Full Individual Evaluation (FIE) and /or a speech evaluation are completed by the school district.

8. The Admission, Review, Dismissal (ARD) meeting is scheduled and held.
    ECI is invited if school personnel or parents request their presence, but ECI attendance is not mandatory at the ARD meeting.

9. ECI continues to provide early intervention services to the child until the child's third birthday even if the ARD meeting has occurred and the Individual Education Plan (IEP) has been signed. However, ECI stops providing services to the child when:

    - The child reaches his or her third birthday.
    - The parents request to no longer receive early intervention services.
    - The child begins receiving the same services from the LEA.

10. The child begins receiving services from the school district on his or her 3rd birthday. However, if the child's third birthday occurs during the summer, the IEP team determines the start date of the IEP.

11. If the child will be going to Head Start and receiving services from the school district, ECI, with parental consent, will contact the school

district staff and the Head Start staff to attend the transition conference.

12. To ensure a smooth transition from ECI to the school district, transition conference, which are due during the summer months, may be scheduled before May.

IV. Services to ECI Enrolled Children with Deaf and Hard of Hearing and/or Blind Vision Impairments

1. ECI conducts a vision and a hearing screening on every referral.

2. If vision or hearing loss is suspected, ECI refers, with parental consent, for an audiological exam, ontological exam, and/or an exam by an ophthalmologist using TEA-recommended forms. The referral must be made within 5 working days from failure of the screening. If the child is already under the care of an ENT or ophthalmologist, ECI staff will obtain parental consent to obtain the most recent test results.

3. ECI is only responsible for providing ophthalmological, optometric, audiological, and ontological evaluations when required for determining eligibility for ECI services.

4. If ECI receives a completed medical report that indicates vision or auditory impairment, ECI refers the child to the LEA, HHSC Division for Blind Services, and Regional Day School Program for the Deaf, with parental consent, within five business days of receiving the report.

5. The specialized DHH and BVI district staff will provide information and support to ECI staff during the referral assessment phase as long as there is parental consent.

6. The ECI "Prior Written Notice for Eligibility Determination, Service Implementation and Discontinuation of Services" form must be used for all test administered by the LEA.

7. Children whose assessment results indicate a vision loss are referred to the LEA for a Functional Vision Evaluation (FVE), a Learning Media Assessment (LMA), and an Orientation and Mobility Evaluation (OME).

8. Children whose assessment results indicate an auditory loss are referred to the LEA for a communication assessment.

9. The DHH or BVI-certified teacher provides the evaluation and eligibility determinations for ECI services. Therefore, it is imperative that a complete copy of the DHH and/or BVI assessment tool and report are provided to ECI by the LEA upon eligibility determination. Preferably, these tests are conducted as part of the initial assessment for ECI using the team approach and avoiding extra meetings for the family.

10. The Individual Family Service Plan (IFSP) meeting is held to develop the IFSP. The DHH and/or BVI teacher is required to attend initial and annual IFSP meetings. The DHH and or BVI-certified teacher is not required to attend other IFSP meetings such as Complete Reviews, when issues related to DHH/BVI services are not affected by the changes.

11. ECI provides the certified teacher with a 10-day written notice of the meeting. The teachers may agree to hold the meeting sooner than 10 days. DHH and BVI teachers review and sign all revisions to the IFSP, even if they do not attend the meetings.

12. Information the school district and ECI need for the child's record is:

A. ECI will give copies of the following to the LEA:

For DHH: Otological Assessment (Part A)
Audiological Assessment (Part B)

For BVI: Texas Eye Medical Report

For Both: IFSP including all IFSP reviews

B. The LEA will give copies of the following to ECI:

For DHH: Communication Assessment (Part C)

For BVI: Functional Vision Evaluation (FVE)
Learning Medical Assessment (LMA)
Orientation and Mobility Evaluation (OME)

13. The DHH and BVI-certified teachers provide services to ECI children as designated in the IFSP plan.

14. The DHH and BVI certified teacher assists ECI in meeting HHS ECI State Indicator 1 by complying to begin the initial service visit no later than 28 days after the IFSP is signed by the parent.

15. If DHH or BVI teachers become aware of any changes in family circumstances, that information will be communicated to the ECI assigned case manager (i.e., no-show visits, change of address, etc.)

16. In the event the DHH and BVI certified teacher recommends change in services provision (including frequency and intensity) this will require an IFSP meeting or a complete review with changes. The IFSP service grid must be signed by parents and all direct service providers for the change to take effect.

17. Progress notes are kept by the DHH and BVI teacher to document the status and occurrences for each case. Progress notes are submitted to the ECI program weekly when services are delivered.

18. The ECI Program is responsible for providing services year-round. Services to children with deaf and hard of hearing and visual impairments must receive services as designated in the IFSP including the summer months.

This MOU will be reviewed annually. This MOU is effective upon the signature by all the parties and shall continue in effect until 08/31/2025.

Mary Cantu (Jun 4, 202414:44 CDT)

Jun 4, 2024

ECI Representative Date

Liza Lara, Director of RDSPD

LEA Representative Date

Sofia M. Peña, Board President

President of Board of Trustees Date

Approved as to form:

by: JOHNATHAN BALL (Jul 18, 2024 10:04 CDT)

Johnathan Ball, Staff Attorney

Regional School for the Deaf Legal Counsel Date

References and Resources
HHS.ECI of Texas -www.hhs.texas.gov

Texas Education Agency Website – MOU for DHH/BVI/ECI services:http://ritter.tea.state.tx.us/special.ed/mou/aivimou.html

RDSPD 24-25

Final Audit Report 2024-06-04

Created:	2024-06-04
By:	Norma Martinez (normartinez@esc1.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVWeHtmBpW2YZClKc3Jeka2T9bfn89QWX

"RDSPD 24-25" History

Document created by Norma Martinez (normartinez@esc1.net)
2024-06-04 - 7:27:48 PM GMT- IP address: 64.209.148.22

Document emailed to Mary Cantu (marycantu@esc1.net) for signature
2024-06-04 - 7:28:30 PM GMT

Email viewed by Mary Cantu (marycantu@esc1.net)
2024-06-04 - 7:44:08 PM GMT- IP address: 64.209.148.22

Document e-signed by Mary Cantu (marycantu@esc1.net)
Signature Date: 2024-06-04 - 7:44:16 PM GMT - Time Source: server- IP address: 64.209.148.22

Agreement completed.
2024-06-04 - 7:44:16 PM GMT

Adobe Acrobat Sign

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Interlocal Agreement No. 2025-005 Texas Educator Excellence Management Systems (TEEMS) Subscription and License with Region 18 Education Service Center

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The purpose of the Interlocal Agreement between Region 18 Education Service Center ("Region 18 ESC") and McAllen Independent School District ("District") is to utilize the Texas Educator Excellence Management System ("TEEMS"). TEEMS is a web-based data system that supports human capital management systems by collecting and analyzing educator performance and growth. TEEMS combines different sets of data (i.e. student growth, evaluation from rubrics such as the Texas Teacher Evaluation and Support System ("T-TESS")) to help districts identify overall performance for the Teacher Incentive Allotment ("TIA") designations and make other informed decisions about staff.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Region 18 ESC agrees to provide the District with the following:
A. TEEMS System Set up that includes a collaboration session that introduces TEEMS and engages District administrators in discussion of how TEEMS will be used in the district; data integration and readiness assessment conducted with key District personnel; data import setup and testing; permissions and role configurations; technical assistance and support.
B. The district will use the TEEMS import template provided by Region 18 ESC to set up relevant data in the system.
C. Annual License Fee for TEEMS Designation Package includes District-wide access to one of the TEEMS modules and the ability to import data for TIA designations; system setup, configuration, and initial training and support; ongoing TEEMS Technical Assistance and Support.

LEGAL REVIEW:
The agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:
Funds for these fees are budgeted through the General Fund.

RECOMMENDED BOARD ACTION:
Administration recommends that the Board of Trustees approve Interlocal Agreement No. 2025-005 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, 2024 through August 31, 2025.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Rosalba De Hoyos

For further information contact:
Name: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Office: (956) 618-6048
eMail: rosalba.dehoyos@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jul 30, 2024 14:27 CDT)

Superintendent of Schools

INTERLOCAL AGREEMENT
BETWEEN

MCALLEN INDPENDENT SCHOOL DISTRICT and
REGION 18 EDUCATION SERVICE CENTER

This Interlocal Agreement ("Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in, and in compliance with, the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

I. Contracting Parties

McAllen ISD:

McAllen ISD (hereinafter "District")
Sofia M. Peña
Board of Trustees President
2000 N. 23rd Street
McAllen, TX 78501
(956) 618-6000

Region 18 ESC:

Region 18 Education Service Center (hereinafter "Region 18 ESC" or "Provider")
Joann Taylor
Chief Texas Center for Educator Excellence (TxCEE) Officer
Region 18 Education Service Center
1705 S Capital of Texas Hwy, Suite 400
Austin, TX 78746
(512) 538-0644

II. Term of the Contract

This Contract is effective as of the later of **September 1, 2024**, or date fully executed by both parties ("Effective Date") and shall terminate on **August 31, 2025,** ("Initial Term"); provided, however, this Contract may be terminated prior to the expiration of the term as provided in the Termination Section of this Contract. Thereafter, this Contract shall automatically renew for successive one (1) year periods for up to three (3) additional years (each a "Renewal Term," and together with the Initial Term and any prior Renewal Terms, the "Term") unless either Party notifies the other in writing, at least sixty (60) days prior to the expiration of the Initial Term or applicable Renewal Term, of its intention not to renew.

III. Statement of Services to be Performed (the "Services")

Region 18 ESC agrees to provide **McAllen ISD** following services related to the Texas Educator Excellence Management System (TEEMS; see Exhibit B Subscription and License Agreement). Services include:

A. TEEMS System Set up – Includes the following:

1. A collaboration session that introduces TEEMS and engages district administrators in discussion of how TEEMS will be used in the district;
2. Data integration and readiness assessment – conducted with key district personnel;
3. Data import – set up and testing;
4. Permissions and role configurations;
5. Technical assistance and support (Help Desk).

Set Up Fee: **$0 – TxCEE will waive the setup fee for McAllen ISD**

B. New District Data: Districts will use the TEEMS import template provided by Region 18 ESC to set up relevant data in the system. Alternatively, districts may provide data to Region 18 ESC in a different format and will be subject to a $1,500 data cleaning fee.

C. Annual License Fee (based on snapshot enrollment available at the time of the contract effective date) – <u>TEEMS Designation Package</u> includes:

1. District-wide access to one of the TEEMS modules and ability to import data for TIA designations;
2. System Setup, Configuration & Initial Training and Support
3. Ongoing TEEMS Technical Assistance and Support

License Fee: $32,500 – TxCEE will invoice within 30 days

D. Additional Consultancy & Customization Options

Service	Options	Pricing
Training	• *ToT for teachers* • *ToT for campus leaders* • *Facilitation/direct training for teachers* • *Facilitation/direct training for campus leaders* • *Customized training for any staff (up to 50 participants)*	$1,500/ day (virtual training) $3,000/ day (in-person)
Performance Evaluation/ Performance Pay Processes	• *Development of educator models for designations or effectiveness ratings* • *Consultation on implementation of educator models including policies, procedures, formulas, etc.* • *Set-up and configuration of additional educator models including imports*	$1,500/ day per consultant (virtual) $3,000/ day per consultant (in-person)
Data Review/ Monitoring	• *Data review and verification process for finalizing designations or ratings* • *Monitoring and support of online signature process*	$1,500/ day per consultant (virtual) $3,000/ day per consultant (in-person)
Reporting	• *TIA Validation Add-ons: Running designation reports* • *Tableau Reports: Additional licenses* • *Customized Tableau reports (skew, correlation, etc.)*	Designation Report: $750 Tableau Licenses: $250/ license per year Customized Reports: $1,500
TEEMS Platform Customizations	*Custom software development necessary to meet specific district needs, including but not limited to development or modification of the following:* • *Educator Evaluation Rubrics* • *Educator Effectiveness Index* • *Performance Pay Models* • *Professional learning dashboard/roadmaps* • *Customized reporting* • *Customized user interface*	$225 per hour

Additional Consultant Days: n/a

The District agrees to timely pay the Service Fee, to abide by all of the provisions provided herein, and to enter into and abide by Region 18 ESC's Subscription and License Agreement. The District further agrees that it will require its Users to abide by the Subscription and License Agreement, as applicable to Users.

IV. Contract Amount

For and in consideration of the services to be provided by Provider under this Contract, McAllen ISD will pay Provider, **upon submission of an original invoice(s), a total amount not to exceed $32,500** ("Services Fee").

V. Payment of Services

A. Payment of the Services Fee shall occur as follows:

McAllen ISD shall provide ESC 18 with a purchase order for the total contract amount within 30 days of the contract execution.

ESC 18 will invoice **McAllen ISD** for services and payment will be submitted within 30 days upon receipt of invoice.

PO/Invoicing Contacts
TxCEE Business Office: Patsy Lockett patsy.lockett@txcee.org, (512) 538-0646

McAllen ISD Accounting Department: Accounting@mcallenisd.net (956) 632-8403

B. The Parties agree that the payments made under this Contract will (1) fairly compensate Region 18 ESC for the services performed under this Contract, and (2) be made from current revenues available to **McAllen ISD**.

VI. Warranties

A. **McAllen ISD** 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 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.

B. Region 18 ESC warrants that (1) it has authority to perform the services under authority granted in Chapter 791, *Texas Government Code;* (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

C. The parties warrant to one another that they will cooperate in good faith to accomplish the Services as set forth in Part II of this Contract.

VII. Termination

A. In the event of a material failure by a party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure, provided that the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured or if the defaulting party has commenced a good faith plan to cure the material failure prior to the end of the 30-day period.

B. Region 18 ESC may terminate this Contract without cause upon thirty (30) days' advance written notice of termination to **McAllen ISD**. Should Region 18 ESC terminate the Contract for convenience as provided herein, **McAllen ISD** shall only be liable for payment of Services provided up to the effective date of termination.

C. **McAllen ISD** and Region 18 may terminate this Contract by mutual written agreement of the parties.

D. In the event that **McAllen ISD** chooses not to renew the Contract beyond the Initial or Renewal Term, Region 18 ESC will run a TIA Data Report based on District data entered into TEEMS by the August 31 of that fiscal year, or the Contract termination date if prior to the Initial or Renewal Term. Any District data received after this date can be included in the TIA Data Report for a virtual consulting fee at the rate of $1,500 per day.

In the event this Contract is terminated because of a violation or breach of the contract terms by a party, the non-breaching party shall be entitled to all administrative, contractual and legal remedies, including sanctions and penalties as may be appropriate.

VIII. Confidential & Proprietary Information

A. The parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential, or (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this Contract.

B. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

IX. Data and Proprietary Rights

A. Region 18 shall continue to own all of its "Content," and **McAllen ISD** shall not, directly or indirectly, make such Content available to any other person or entity without the prior express written authorization of Region 18.

B. Region 18 "Content" means any data, information, software, codes, graphics or other media files or other content, including, but not limited to, source and/or course materials and manuals, assessments, assessment questions, performance rubrics, data management software, codes, SLO Scoring metrics and/or calculations, PBCS Scoring Metrics and/or calculations, educator effectiveness calculations and metrics, and data management software.

C. Should the Services provided under this Contract require Region 18 to incorporate **McAllen ISD's** data into its proprietary data management system(s), the parties agree that the data belonging to **McAllen ISD** shall continue to belong to McAllen ISD; however, **McAllen ISD** shall have no claim of ownership in any manner whatsoever to Region 18's Content, or any other intellectual property that serves as the basis of the Region 18 data management system(s).

D. This section shall survive the termination of this agreement.

X. Originals

This Contract is executed in multiple counterparts, each of which shall have the full force and effect of the original Contract, and each of which shall constitute but one of the same instruments.

XI. Reports

To the extent applicable, **McAllen ISD** and Provider shall furnish operating reports to designated representatives on a schedule to be mutually agreed upon. Except as required by the Texas public Information Act, no written reports of any kind shall be released to any third parties without prior written approval of **McAllen ISD**.

XII. Criminal History Background Check

A. Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, Provider hereby certifies that all employees, subcontractors and volunteers of the Provider who are hired by Provider on or after January 1, 2008, and who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. Provider must provide a list of the names and dates of birth of all employees who have passed the background check to District.

B. Provider shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

C. Providers that have more than one employee must set up an account with the Texas Department of Public Safety ("DPS") in order to obtain criminal histories on their covered employees. To set up an account with DPS, a Provider should contact the crime records service bureau at (512) 424-2474.

D. Providers with a single employee must obtain a FAST PASS from the District in order to obtain their criminal history. Providers should contact the District's Human Resources Department to obtain the FAST PASS at (713) 556-7343.

E. Providers must present a list of all employees who may have direct contact with students to **McAllen ISD**.

F. Provider must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.

G. Provider must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Provider has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this Contract, or cancel the Contract.

H. The District may terminate this Contract if the district determines that the person or business entity failed to comply with any of these provisions, failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for undisputed services performed before the termination of the contract.

I. **WARNING**: Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

XIII. Entire Understanding

This Agreement constitutes the entire understanding between the Parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the Party against whom enforcement of such modification is sought.

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

Region 18 Education Service Center		**McAllen Independent School District**	
By:		By:	
Joann Taylor	Date	Sofia M. Peña	Date
Chief TxCEE Officer		Board of Trustees President	

Approved as to form:

by JOHNATHAN BALL (Jul 15, 2024 12:53 CDT)

Johnathan Ball, Staff Attorney

SUBSCRIPTION AND LICENSE AGREEMENT

This Subscription and License Agreement (this "Agreement") is a legally binding contract between Region 18 Education Service Center/Texas Center for Educator Excellence (TxCEE) ("Vendor") and the entity executing this Agreement ("Subscriber"). This Agreement is effective as of the date set forth in Section 14 (the "Effective Date"). Subscriber's use of and Vendor's provision of Vendor's Services (as defined below in Section 1.8) are governed by this Agreement.

1. DEFINITIONS. The following capitalized terms shall have the following meanings in this Agreement.

1.1. "AUP" means Vendor's acceptable use policy currently posted at https://teems.txcee.org, as updated from time to time.

1.2. "Subscriber's Clients" means any of Subscriber's agents or employees or third parties to which Subscriber gives access to the Services.

1.3. "Client ToS" means such terms of service as Vendor may require for Subscriber's Clients, as updated from time to time.

1.4. "Subscriber Data" means data in electronic form (including without limitation, text, images, photos, audio files, video files, or other forms of data or communication) that is input, submitted, posted, uploaded, transmitted, collected, displayed, reported or used in the Services by or from Subscriber, including without limitation by Subscriber's Clients or by other Users.

1.5. "Documentation" means Vendor's standard manual and training materials for Subscribers relating to use of the Services.

1.6. "Order" means a purchase order for access to the Services.

1.7. "Privacy Policy" means Vendor's privacy policy, currently posted at https://teems.txcee.org, as updated from time to time

1.8. "Services" means Vendor's services, including Vendor's online educator human capital management platform currently available at the website (https://teems.txcee.org), and any other platforms, APIs, interfaces, related web sites, networks, downloadable software, and other services provided by Vendor.

1.9. "Term" is defined in Section 12.1 below.

1.10. "User" means any company or individual who uses the Services, whether authorized or not, including without limitation Subscriber's Clients.

2. THE SERVICES.

2.1. Use of the Services. During the Term (as defined in Section 12 below), Subscriber and Subscriber's Clients may access and use the Services pursuant to the terms of a then-current Order, including such features and functions as the then-current Order requires.

2.2. Service Levels. Vendor shall employ commercially reasonable efforts to provide the Services. Vendor

shall not be required to issue refunds or to make payments to Subscriber for unavailability of the Services under any circumstances, including without limitation after termination of this Agreement.

2.3. Documentation: Subscriber may reproduce and use the Documentation solely as necessary to support Subscriber's Clients' use of the Services.

2.4. Subscriber's Clients. Subject to the provisions below of this Section 2.4, Subscriber may authorize Subscriber's Clients to access and use the Services in such numbers and according to such restrictions as are set forth in the applicable Order, solely for the purpose of facilitating human capital management of educators using the Services. Subscriber shall: (a) provide complete name and contact information for each proposed Subscriber's Client upon or before providing such access, and update such information as soon as it become aware of a change; and (b) require that each Subscriber's Client execute the then-standard Client ToS. Subscriber shall make no representations or warranties regarding the Services or any other matter, to Subscriber's Clients or Users or any other third party, from or on behalf of Vendor, and Subscriber shall not create or purport to create any obligations or liabilities for Vendor. Vendor may reject any proposed Subscriber's Client for any reason that does not violate applicable law, in its sole discretion. To the extent permitted by law, Subscriber shall be jointly and severally liable to Vendor for Subscriber's Client's compliance with the Client ToS. Vendor shall have no obligation to provide support or other services or other remedies to Subscriber's Clients.

2.5. Services Revisions. Vendor may revise the components, features, functions, and/or URL of the Services at any time.

3. DOWNLOADABLE APPLICATION.

3.1. License. Vendor may, at its option, additionally make the Services accessible to Subscriber's Clients via a downloadable application (the "App"). The App is a component of the Services and is included in references thereto, except in this Section 3 and in any other provision that separately addresses the App. If Vendor makes the Services accessible to Subscriber's Clients via the App, Vendor hereby grants each Subscriber's Client a nonexclusive license to download and use a single copy of the App, solely as a component of the Services, provided Subscriber's Client complies with the restrictions set forth below in Section 3.2 (*Restrictions on Software Rights*). The license in the preceding sentence does not include any download, distribution, copying, or use of the App by any third party, and Subscriber and Subscriber's Clients shall not permit or facilitate any such download, distribution, copying, or use by any third party.

3.2. Restrictions on Software Rights. Copies of the App created or transferred pursuant to this Agreement are licensed, not sold, and Subscriber and Users receive no title to or ownership of any copy or of the App itself. Furthermore, Subscriber and Users receive no rights to the App other than those specifically granted in Section 3.1 above. Without limiting the generality of the foregoing, Subscriber and Subscriber's Clients shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the App; (b) use the App in any way forbidden by the AUP; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the App's source code.

4. SUBSCRIPTION FEES. Subscriber shall pay Vendor the fee (the "Subscription Fee"), if any, set forth in the Interlocal Agreement upfront and in full. Vendor will not be required to refund any portion of a Subscription Fee under any circumstances. Vendor's invoices are due within 30 days of issuance.

5. SUBSCRIBER DATA & PRIVACY.

5.1. Permission from Subscriber. Subscriber, on its own behalf and on behalf of each Subscriber Client, grants Vendor permission to access, process, and otherwise use Subscriber Data in order to provide Vendor's products and/or services to Subscriber, to track and analyze Subscriber use of the Services, and make Subscriber Data available to other users of the Services and other third parties. To the extent that Subscriber has intellectual property rights in Subscriber Data, Subscriber grants Vendor a worldwide, perpetual, non-exclusive, royalty-free, sublicensable, transferable license to use and prepare derivative works from Subscriber Data for the purposes outlined in this Agreement.

5.2. Rights in Subscriber Data. Subscriber represents and warrants that Subscriber and/or Subscriber's Clients own all Subscriber Data or have received a valid license to Subscriber Data and that submitting or transmitting Subscriber Data to or through the Services will not violate the rights of any third party, including intellectual property rights, privacy rights, publicity rights, rights protected by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), or rights protected by an applicable federal or state law, including without limitation the Texas Education Code ("TEC") and the Texas Government Code. Vendor is under no obligation to review or screen Subscriber Data or other Users' data. If Subscriber believes that any User has violated Subscriber's or another party's intellectual property rights, privacy rights, publicity rights, or rights of non-disclosure, Subscriber may contact Vendor for resolution via the contact information provided in Vendor's Privacy Policy.

5.3. Privacy Policy. Vendor may manage any of Subscriber Data containing personally identifiable information as set forth in Vendor's Privacy Policy. The Privacy Policy applies only to the Services and does not apply to any third party website or service linked to the Services or recommended or referred to through the Services by Vendor or other Users.

5.4. Risk of Exposure. **SUBSCRIBER UNDERSTANDS AND AGREES THAT SHARING AND HOSTING CONTENT ONLINE INVOLVES RISKS OF UNAUTHORIZED DISCLOSURE OR EXPOSURE AND THAT, IN SUBMITTING SUBSCRIBER DATA, TRANSMITTING SUBSCRIBER DATA THROUGH THE SERVICES, AND ACCESSING AND USING THE SERVICES, SUBSCRIBER ASSUMES THESE RISKS.** Vendor offers no representation, warranty, or guarantee that Subscriber Data will not be exposed or disclosed through errors or the actions of Subscriber, Subscriber's Clients, or third parties.

5.5. Data Accuracy and System Configuration.

(a) Vendor shall have no responsibility or liability for the accuracy of data uploaded to the Services, including without limitation Subscriber Data and any other data uploaded by other Users. Subscriber is solely responsible for any errors, losses, or damages to the Services that may result from Subscriber's actions, Users' actions, or the actions of a third-party on behalf of Subscriber or Users, to upload such Services.

(b) Vendor shall have no responsibility or liability for the accuracy of any system set up or configuration to the Services, including without limitation Subscriber Data and any other data set up or configured by other Users. Subscriber is solely responsible for any errors, losses, or

damages to the Services that may result from Subscriber's actions, Users' actions, or the actions of a third-party on behalf of Subscriber or Users, to set up and configure Services.

5.6. Right to Retain, Delete or Suspend Access. Subscriber agrees that Subscriber shall not rely on the Services for backup or storage of Subscriber Data. Vendor may retain Subscriber Data even if Subscriber is no longer using the Services or has terminated this Agreement, but is not required to provide copies of Subscriber Data to Subscriber. Vendor may permanently delete or erase Subscriber Data or suspend Subscriber access to Subscriber Data through the Services if Subscriber's account is delinquent or suspended for 30 days or more, or terminated.

5.7. Excluded Data. Subscriber represents and warrants that Subscriber Data does not and will not include, and Subscriber has not and shall not upload or transmit to Vendor's computers or other media, any data ("Excluded Data") regulated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (the "Excluded Data Laws"). SUBSCRIBER RECOGNIZES AND AGREES THAT: (a) VENDOR HAS NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE EXCLUDED DATA LAWS OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (b) VENDOR'S SERVICES ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.

5.8. Aggregate & De-Identified Data. Notwithstanding the provisions above of this Section 5, Vendor may use, reproduce, sell, publicize, or otherwise exploit Aggregate Data and De-Identified Data in any way, in its sole discretion. ("Aggregate Data" refers to summaries of Subscriber Data, or of data that includes Subscriber Data, that do not include personally identifiable information or the names or addresses of Subscriber and any of its Users. "De-Identified Data" refers to Subscriber Data with the following removed: personally identifiable information and the names and addresses of Subscriber and any of its Users.)

6. SUBSCRIBER'S RESPONSIBILITIES & RESTRICTIONS.

6.1. Acceptable Use. Subscriber and each of Subscriber's Clients shall comply with the AUP. Subscriber shall not: (a) in any way allow third parties to exploit the Services, except Subscriber's Clients as specifically authorized by this Agreement; (b) provide Services passwords or other log-in information to any third party, except Subscriber's Clients as specifically authorized by this Agreement; (c) share non-public features or content of the Services with any third party, except Subscriber's Clients as specifically authorized by this Agreement; (d) access the Services in order to build a competitive product or service, to build a product using similar ideas, features, functions, or graphics, or to copy any ideas, features, functions, or graphics of the Services; or (e) engage in web scraping or data scraping on or related to the Services, including without limitation collection of information through any software that simulates human activity or any bot or web crawler. In the event that Vendor suspects any breach of the requirements of this Section 6.1, including without limitation by Subscriber's Clients, Vendor may suspend Subscriber's and all Subscriber's Clients' access to the Services without advanced notice, in addition to such other remedies as Vendor may have. Neither this Agreement nor the AUP requires that Vendor take any action against Subscriber or any User or other third party for violating the AUP, this Section 6.1, or this Agreement, but Vendor is free to take any such action at its sole discretion.

6.2. Unauthorized Access. Subscriber and Subscriber's Clients shall take reasonable steps to prevent unauthorized access to the Services, including without limitation by protecting passwords and other

log-in information. Subscriber and Subscriber's Clients shall notify Vendor immediately of any known or suspected unauthorized use of the Services or breach of Subscriber's security and shall use best efforts to stop said breach.

6.3. Compliance with Laws. In using the Services, Subscriber and Subscriber's Clients shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Subscriber Data, including without limitation FERPA, the Government Code, and the TEC.

6.4. Subscriber's Clients & Other Users; Services Access. Subscriber is responsible and, to the extent permitted by law, liable for: (a) Subscriber's Clients' use of the Services, including without limitation unauthorized User conduct and any User conduct that would violate the AUP, the Subscriber's Clients Terms of Service, or the requirements of this Agreement applicable to Subscriber; and (b) any use of the Services through Subscriber's account, whether authorized or unauthorized.

6.5. Communications from Vendor. Subscriber and each of Subscriber's Clients consent to receive electronic communication (e.g., email and/or text messages) from Vendor in connection with use of the Services at Subscriber's sole cost.

7. INTELLECTUAL PROPERTY ("IP") & FEEDBACK.

7.1. IP Rights to the Services. Vendor retains all right, title, and interest in and to the Services, including without limitation the App and all other all software used to provide the Services and all graphics, user interfaces, logos, trademarks reproduced through the Services, as well as all Subscriber Data input, reported, transmitted, or stored using the Services. This Agreement does not grant Subscriber any intellectual property license or rights in or to the Services or any of its components, except to the limited extent that this Agreement specifically sets forth Subscriber license rights to the App or the Documentation. Subscriber recognizes and acknowledges that the Services and its components are proprietary and protected by trademark, copyright, trade secret, and other laws.

7.2. Feedback. Vendor has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Subscriber, Subscriber's Clients, or other Users provide to Vendor, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Vendor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Subscriber or the Subscriber's Client or other User in question. Feedback will not constitute Subscriber's confidential information. Subscriber, on its own behalf and on behalf of its end users, hereby grants Vendor a perpetual, irrevocable, royalty-free right and license to exploit Feedback in any and every way. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.)

8. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items Vendor discloses to Subscriber or Subscriber's Clients: (a) any document Vendor marks "Confidential"; (b) any information Vendor orally designates as "Confidential" at the time of disclosure, provided Vendor confirms such designation to Subscriber in writing within five (5) business days; (c) the Documentation, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information Subscriber or Subscriber's Clients should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Subscriber's possession at the time of disclosure; (ii) is independently developed by Subscriber without

use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Subscriber's improper action or inaction; or (iv) is approved for release in writing by Vendor.

8.1. Nondisclosure. Subscriber shall not use Confidential Information for any purpose other than facilitating human capital management of educators using the Services (the "Purpose"). Subscriber: (a) shall not disclose Confidential Information to any employee or contractor of Subscriber unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Subscriber with terms no less restrictive than those of this Section 8; and (b) shall not disclose Confidential Information to any other third party without Vendor's prior written consent. Without limiting the generality of the foregoing, Subscriber shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Subscriber shall promptly notify Vendor of any misuse or misappropriation of Confidential Information that comes to Subscriber's attention. Notwithstanding the foregoing, Subscriber may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Subscriber shall give Vendor prompt notice of any such legal or governmental demand and reasonably cooperate with Vendor in any effort to seek a protective order or otherwise to contest such required disclosure, at Vendor's expense.

8.2. Injunction. Subscriber agrees that breach of this Section 8 would cause Vendor irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Vendor will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

8.3. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 8.1 above (*Nondisclosure*) will terminate five (5) years after termination of this Agreement; provided that such obligations related to Confidential Information constituting Vendor's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Subscriber shall return all copies of Confidential Information to Vendor or certify, in writing, the destruction thereof.

8.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Vendor will retain all right, title, and interest in and to all Confidential Information.

8.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), Subscriber is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

(a) *IMMUNITY*. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) *USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT*. An individual who files

a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

(c) *NO WAIVER OF IMMUNITY.* Vendor is a governmental entity of the State of Texas, and, as such, enjoys certain privileges and immunities under state and federal law. Nothing contained herein shall be considered as a limitation or waiver of any such privilege or immunity.

9. REPRESENTATIONS & WARRANTIES.

9.1. From Vendor. Vendor represents and warrants that it is the owner of the Services and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. Vendor's representations and warranties in the preceding sentence do not apply to use of the Services in combination with hardware or software not provided by Vendor. In the event of a breach of the warranty in this Section 9.1, Vendor, at its own expense, will promptly take the following actions: (a) secure for Subscriber the right to continue using the Services; (b) replace or modify the Services to make it non-infringing; or (c) terminate the infringing features of the Services and refund to Subscriber any prepaid fees for such features, in proportion to the portion of the Term left after such termination. In conjunction with Subscriber's right to terminate for breach where applicable, the preceding sentence states Vendor's sole obligation and liability, and Subscriber's sole remedy, for breach of the warranty in this Section 9.1 and for potential or actual intellectual property infringement by the Services.

9.2. From Subscriber.

(a) *Regarding Subscriber*. Subscriber represents and warrants that: (i) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (ii) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the Services; and (iii) it is an entity authorized to do business pursuant to applicable law.

(b) *Regarding Subscriber's Clients*. Subscriber represents and warrants that, to the best of its knowledge: (i) each Subscriber's Client will have the full right and authority to enter into, execute, and perform its obligations as required under this Agreement and the Client ToS, with no pending or threatened claim or litigation that would have a material adverse impact on its ability so to perform; (ii) Subscriber will accurately identify each Subscriber's Client and will not provide any inaccurate information about a Subscriber's Client or other User to or through the Services; and (iii) each Subscriber's Client is an individual human person 18 years old or older.

9.3. Warranty Disclaimers. Except to the extent set forth in in Section 9.1 above, SUBSCRIBER AGREES THAT SUBSCRIBER ACCEPTS THE SERVICES "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT

LIMITING THE GENERALITY OF THE FOREGOING: (a) VENDOR HAS NO OBLIGATION TO INDEMNIFY OR DEFEND SUBSCRIBER AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; (c) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT SUBSCRIBER DATA WILL REMAIN PRIVATE OR SECURE; (d) VENDOR DISCLAIMS ANY REPRESENTATION OR WARRANTY CONCERNING PRODUCTS OR SERVICES PROVIDED BY OTHER USERS OF THE SERVICES OR OTHER THIRD PARTIES; AND (e) VENDOR DISCLAIMS ANY REPRESENTATION OR WARRANTY CONCERNING ACCURACY, SET-UP, AND CONFIGURATION OF SERVICES, INCLUDING WITHOUT LIMITATION, SUBSCRIBER DATA.

10. INDEMNIFICATION- This section has been intentionally deleted, per the district's request.

11. LIMITATION OF LIABILITY.

11.1. Dollar Cap. VENDOR'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE SUBSCRIPTION FEE PAID BY SUBSCRIBER FOR ANY TWELVE-MONTH PERIOD.

11.2. Exclusion of Consequential Damages. IN NO EVENT WILL VENDOR BE LIABLE TO SUBSCRIBER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO USE OF THE SERVICES OR THIS AGREEMENT.

11.3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS SECTION 11 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) TO LIABILITY FOR BREACH OF WARRANTIES; (c) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (d) EVEN IF VENDOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (e) EVEN IF SUBSCRIBER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 11, Vendor's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Vendor's liability limits and other rights set forth in this Section 11 apply likewise to Vendor's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

12. Term & Termination.

12.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and continue until August 31, 2025. Thereafter, the Term will automatically renew for successive twelve (12) month periods, unless either party provides written notice of termination sixty (60) or more days before the anniversary of the Effective Date. Subscriber shall pay the then-applicable Subscription Fee for any such renewal pursuant to an additional Order.

12.2. *Termination for Cause*. Either party may terminate this Agreement for the other's material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure. Without limiting Vendor's other rights and remedies, Vendor may suspend or terminate a Subscriber's Client's or other User's access to the Services at any time, without advanced notice, if Vendor reasonably concludes such Subscriber's Client or other User has conducted itself in a way that is not consistent with the requirements of the AUP, the Client ToS, or the other requirements of this

Agreement or in a way that subjects Vendor to potential liability.

12.3. Effects of Termination. Upon termination of this Agreement, Subscriber shall cease all use of the Services and delete, destroy, or return all copies of the Documentation in its or Subscriber's Clients' possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Subscriber to pay Subscription Fees incurred before termination; (b) Sections 7 (*Intellectual Property & Feedback*), 8 (*Confidential Information*), 9.2 (*Warranty Disclaimers*), 10 (*Indemnification*), 11 (*Limitation of Liability*), and 13 (*Miscellaneous*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

13.MISCELLANEOUS.

13.1. Independent Contractors. Vendor and Subscriber are independent contractors and will so represent themselves in all regards. Neither Vendor nor Subscriber is the agent of the other, and neither may contract on the other's behalf. The parties agree that no Vendor employee or contractor shall be at the same time an employee of Subscriber.

13.2. Notices. Vendor and Subscriber may send any notices hereunder by USPS 1st class mail with carbon copy by email at the contact addresses set forth below and as updated by either party from time to time. Such notices will be deemed received 3 business days after they are mailed or transmitted.

VENDOR	SUBSCRIBER
Texas Center for Educator Excellence (TxCEE) 1705 S Capital of Texas Hwy, Ste 400 Austin, TX 78746 cc: Underwood Law Firm Attn: David P. Backus P.O. 16197 Lubbock, Texas 79490	McAllen Independent School District 2000 N. 23rd St. McAllen, TX 78501 *District Main (956) 618-6000*
Email: *Claude Pardue, claude.pardue@txcee.org* *Daniel Moses, dmoses@txcee.org*	**Email:** *Patricia Peña, patricia.pena2@mcallenisd.net* *Hannah Hernandez@mcallenisd.net*
Phone: *Claude Pardue, (512) 538-0648* *Daniel Moses, (512) 537-4369*	**Phone:** *Patricia Peña, (956) 632-8414* *Hannah Hernandez, (956) 688-5417*

13.3. Assignment & Successors. Subscriber may not assign this Agreement or any of its rights or obligations hereunder without Vendor's express written consent. Except to the extent forbidden in this Section 13.3, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

13.4. Force Majeure. No delay, failure, or default, other than a failure to pay Subscription Fees when due,

will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

13.5. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

13.6. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

13.7. Choice of Law & Jurisdiction: This Agreement will be governed solely by the internal laws of the State of Texas, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 McAllen Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Travis County, Texas. This Section 13.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

13.8. Conflicts. In the event of any conflict between this Agreement and any Vendor policy posted online, including without limitation the AUP, Client ToS, or Privacy Policy, the terms of this Agreement will govern.

13.9. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

13.10. Technology Export. Subscriber shall not: (a) permit any third party to access or use the Services in violation of any U.S. law or regulation; or (b) export any software provided by Vendor or otherwise remove it from the McAllen States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Subscriber shall not permit any third party to access or use the Services in, or export such software to, a country subject to a McAllen States embargo.

13.11. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

13.12. Amendment. Vendor may amend this Agreement from time to time by posting an amended version at its Website https://teems.txcee.org, and sending Subscriber written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Subscriber first gives Vendor written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Subscriber's next Term

following the Proposed Amendment Date (unless Subscriber first terminates this Agreement pursuant to Section 12 (*Term & Termination*). Subscriber's continued use of the Services following the effective date of an amendment will confirm Subscriber's consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party. Notwithstanding the foregoing provisions of this Section 13.12, Vendor may revise the Privacy Policy, Client ToS, and AUP at any time by posting a new version of either at the Website, and such new version will become effective on the date it is posted.

13.13. Authority. EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON SUBSCRIBER'S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUBSCRIBER TO THESE TERMS AND CONDITIONS.

13.14. No Israel Boycott Verification. By execution of this Agreement, Subscriber certifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

13.15. Companies Engaged in Business with Iran, Sudan, Or A Foreign Terrorist Organization. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Vendor is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Agreement, Subscriber certifies to Vendor that it is not a listed company under any of those Texas Government Code provisions. Subscriber hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading Vendor to believe that Subscriber was a listed company at the time of this procurement.

14.ACCEPTANCE.

ACCEPTED AND AGREED:

VENDOR	**SUBSCRIBER**
Texas Center for Educator Excellence (TxCEE) **By**: _____ **Title**: Chief TxCEE Officer **Printed Name**: Joann Taylor	**McAllen Independent School District** **By**: _____ **Title**: Board of Trustees President **Printed Name**: Sofia M. Peña
Date:	**Date**:

Approved as to form:
by JOHNATHAN BALL (Jul 15, 2024 12:53 CDT)
Johnathan Ball, Staff Attorney

Exhibit B

The Effective Date of this Agreement is **September 1, 2024.**

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Memorandum of Agreement No. 2025-009 with Tropical Texas Behavioral Health

REFERENCE: Goal 1 - Student Achievement/Student Focus, Strategy 5 - Partnerships with Business/Civic/Educational Organizations

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District ("District") has partnered with Tropical Texas Behavioral Health ("TTBH") for the purpose of making referrals to TTBH and for the purpose of providing continued care, assessments and treatment of these students identified as requiring services from TTBH for behavioral health conditions.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

This Memorandum of Agreement will be used to identify and refer to TTBH students in need of screening and assessment for behavioral health services.

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 Agreement No. 2025-009 with Tropical Texas Behavioral Health for a term of one (1) year from September 1, 2024 to August 31, 2025 with an automatic renewal for one (1) additional year ending August 31, 2026.

Attachment: ☑

SUBMITTED BY: Adrian Garza (Fam Treat) **SUPERVISOR:** Rosalba De Hoyos

For further information contact:
Name: Mr. Adrian Garza, Family Treatment Program Manager
Office: (956) 926-4813
eMail: adrian.garza@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jul 29, 2024 16:00 CDT)

Superintendent of Schools

MEMORANDUM OF AGREEMENT
BETWEEN
TROPICAL TEXAS BEHAVIORAL HEALTH
AND
MCALLEN INDEPENDENT SCHOOL DISTRICT

THIS MEMORANDUM OF AGREEMENT (this Memorandum) is entered into between **Tropical Texas Behavioral Health** (TTBH), a community center organized under the provisions of the Texas Health & Safety Code, Chapter 534, and a governmental unit of the State of Texas, and the **McAllen Independent School District** (District) whose address is 2000 N 23rd St, McAllen, Texas 78501 for the purpose of establishing a continuity of care system for persons with mental illness.

In consideration of the mutual agreements contained within this Memorandum of Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties, TTBH and District agree as follows:

I.
District Obligations

Services.

a. Identify and refer to TTBH students in need of screening and assessment for behavioral health services.

b. Provide TTBH, its employees or agents access to its campuses for the purpose of establishing a continuity of care system. Such person(s) shall be allowed campus access on an as-needed basis and at times and days mutually agreed upon by TTBH and District.

c. Collaborate with TTBH's worker(s) for the purpose of making referrals to TTBH and for the purpose of providing continued care, assessments and treatment of those students identified as requiring services from TTBH for behavioral health conditions.

Confidentiality. District must maintain the confidentiality of information received during the performance of this Memorandum, including information which discloses confidential personal information or identifies any person served by TTBH, in accordance with applicable federal and state laws.

District agrees to follow, undertake, or institute appropriate procedures of safeguarding client information with particular reference to client identifying information. The term "client identifying information" includes, but is not limited to, a client's medical record, graphs or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc.; any acknowledgment that a person is or has been a client of the facility, TTBH, or other designated Contractor; and protective health information (PHI) as such term is defined by the federal Health Insurance Portability and Accountability Act (HIPAA), as amended. District agrees to comply with HIPAA and all regulations promulgated thereunder, including, but not limited to, all provisions governing the use and disclosure of PHI.

TTBH will provide information requested by District related to TTBH students participating in the Program unless prohibited by federal or state law. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA). TTBH hereby designates District as a school official with a legitimate education interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the District to carry out the Program. District agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

Non-Discrimination. District will ensure that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation in, be denied the benefits of,

or be subjected to discrimination under any of the policies of TTBH subject to written consent of Districts students' parental consent. However, a child may consent to counseling for those provisions pursuant in Texas Family Code, Sec. 32.004.

II.
TTBH Obligations

Services.

a. Provide staff, at times mutually agreed upon by TTBH and District, access to campuses for the purpose of conducting intake screenings and assessment of referrals by the District.

b. Provide Crisis Assessments, eligibility determination and mental health services to the identified student/family population at the designated location or through home visitation.

c. Collaborate with the District regarding provision of follow-up mental health services and assessments to eligible persons.

d. Provide service linkage to students for behavioral health services.

e. Provide services to District students and families who have been identified as being in need of these services, as capacity exists.

f. TTBH provide Qualified Mental Health Professionals (QMHP) and Licensed Professional Counselors (LPC) to provide services.

g. All TTBH employees assigned to assist the District shall hold the proper licenses and certifications to fulfill his/her job duties as mandated by TTBH and/or the State of Texas.

h. All TTBH employees assigned to the District shall: (1) report to their TTBH manager and follow his/her directives; (2) follow the duties and responsibilities outlined in this agreement; and (3) shall serve students that the District identifies as needing assistance through the referral system established by the District's Family Treatment Program.

i. TTBH employees will be given access to TTBH information systems at the Satellite office and colocation campus sites.

j. TTBH agrees to provide to the District the names, social security numbers and dates of birth of any employee of TTBH that will be provided access to District campuses and contact with students. This information shall be used for the sole purpose of conducting a criminal record check of the TTBH employee as provided by District policy CH (Legal) and Sec. 22.083(b) of the Texas Education Code. Alternatively, TTBH may provide proof or certification, satisfactory to the District, of a criminal record check of the TTBH employee that was conducted within the preceding twelve (12) month period. The District at its sole discretion shall determine if the TTBH employee clears the criminal record check.

k. Any access to student(s) of District shall be at times scheduled by TTBH and the District's designee at each school campus of District. Access to a student must be accompanied by written parental permission delivered to District's designee at each campus of District if a student is a minor.

l. In the course of providing Services during the term of this Agreement, if in an exceptional circumstance, TTBH should obtain access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA) 20. U.S.C. 123g, et seq. and the regulations promulgated there under such information is considered confidential and is therefore protected. To the extent that TTBH has access to 'education records' under this Agreement, it is deemed a 'school official' as each of these terms are defined under FERPA. TTBH agrees that it shall not use education records for any purpose other than in the performance of the Agreement. Except as required by law, TTBH shall not disclose or share education records with any third party unless permitted by the terms of the Agreement to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of TTBH under this Agreement.

m. In the event any person (s) seek to access protected education records, whether in accordance with FERPA or other Federal or relevant State law or regulations, TTBH will immediately inform District of such request in writing if allowed by law or judicial and/or administrative order. TTBH shall not provide direct access to such data or information or respond to individual requests. TTBH shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the District and shall only provide such data or information to District. It shall by District's sole responsibility to respond to request

for data or information received by TTBH regarding Distract data or information. Should TTBH receive a court order or lawfully issued subpoena seeking the release of such data or information. TTBH shall provide immediate notification to District of tis receipt of such court order or lawfully issued subpoena and shall immediately provide District with information, if allowed by law or judicial and/or administrative order.

n. If TTBH experiences a security breach concerning any education record covered by this Agreement, then TTBH will immediately notify District and take immediate steps to limit and mitigate such security breach to the extent possible. The parties agree that any breach of the confidentiality obligation set forth in this Agreement may, at District discretion, result in cancellation of said agreement. TTBH agrees to indemnify and hold District harmless for any loss, cost, damage or expense suffered by District, including but not limited to the cost of notification of affected persons, as a direct result of the unauthorized disclosure of education records.

o. Upon termination of this Agreement, TTBH shall return and/or destroy all data or information received from District upon, and in accordance with, direction from District. TTBH shall not retain copies of any data or information received from District once District has directed TTBH as to how such information shall be returned to District and/or destroyed. Furthermore, TTBH shall ensure that they dispose of any and all data or information received from District in a District-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

III.
Insurance

District agrees to maintain at its sole cost and expense a comprehensive, general liability insurance policy and an error and omissions policy of insurance that covers District against any claim for damages, acts or omissions, which may arise in connection with this Memorandum, sufficient to meet the requirements of state law and workers' compensation insurance. District will furnish copies of said insurance policies and a certificate of insurance to TTBH upon request.

TTBH agrees to maintain at its sole cost and expense a comprehensive, general liability insurance policy and an error and omissions policy of insurance coverage in order to insure TTBH against any claim for damages, acts or omissions, which may arise in connection with this Memorandum, sufficient to meet the requirements of state law and workers' compensation insurance. TTBH will furnish copies of said insurance policies and a certificate of insurance to District upon request.

Nothing in this agreement shall be construed or interpreted to mean that the parties are engaged in a partnership, joint enterprise, or other cooperative arrangement other than what is stated in this agreement. The parties agree that they are independent contractors and are not borrowing servants under this agreement. Nothing in this agreement shall be construed or interpreted to mean that this provision requiring insurance by the parties obligates the parties to list the other as a loss beneficiary on any of the above described policies.

IV.
Miscellaneous

Term. This Agreement will be effective on September 1, 2024 with an expiration on August 31, 2025. This Agreement will automatically renew for one (1) additional year ending August 31, 2026, unless on or before the thirtieth day before the expiration of the original term, either Party provides to the other written notice of its desire not to automatically renew the Agreement for the additional period. This Agreement may be terminated prior to the end of its original term or its extended term as provided herein.

Amendments. This Memorandum of Agreement may only be amended by written agreement between District and TTBH.

Termination. This Memorandum of Agreement may be terminated by either party upon ten (10) days written notice to the other party of its intent to terminate the Memorandum.

Assignment. No assignment of this Memorandum or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.

Entire Agreement. This Memorandum of Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or oral or written agreements between TTBH and District on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Memorandum shall be valid unless in writing and executed by the parties hereto.

Notice. Except as expressly provided within this Memorandum, any notice required or permitted to be given under this Memorandum must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

DISTRICT
Sofia M Pena
Board of Trustees President
2000 N 23rd St
McAllen, Texas 78501

TTBH
W. Terry Crocker
Chief Executive Officer
P. O. Drawer 1108
Edinburg, TX 78540

or to such other individual and address as provided in writing to the other party by the means specified above. The notice shall be effective on the date of delivery.

Other Agreements. TTBH and District agree that this Memorandum of Agreement shall not constitute a modification, amendment, waiver or change of any of the terms of any prior agreements between these parties.

The parties have executed this Memorandum of Agreement on the dates set forth below their signatures.

MCALLEN INDEPENDENT SCHOOL DISTRICT

Sofia M Pena
Board of Trustees President
Date:

Approved as to form:

by JOHNATHAN BALL (Jul 25, 2024 09:59 CDT)
Johnathan Ball, Staff Attorney

TROPICAL TEXAS BEHAVIORAL HEALTH

W. Terry Crocker
Chief Executive Officer
Date: June 1, 2024

Michael Taylor
Chief Operating Officer
Date: June 1, 2024

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action of Interlocal Agreement No. 2025-062 Dual Credit Program for McAllen High School, McAllen Memorial High School, and James "Nikki" Rowe High School with South Texas College

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 6 - Future-Ready Students

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District's Advanced Academics and Career Technical Education ("CTE") programs create environments that empower students to secure high-skilled employment and seek higher education. The programs increase students' options; meet the needs of the industry; and enhance lifelong learning.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

This Interlocal Agreement with South Texas College ("STC") encompasses all dual credit programs, including Designated High Schools and the Academies Program as required by the Texas Higher Education Coordinating Board. Instruction for services will follow the District calendar since the District calendar is twenty (20) days longer than STC's calendar. Classes will meet one or two class periods each, for five (5) days a week.

LEGAL REVIEW:

The Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Expenditures for the dual credit program for the 2023-2024 School Year were $201,874.12. Funds for the dual credit program are budgeted through the College Career Military Readiness Fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Interlocal Agreement No. 2025-062 Dual Credit Program for McAllen High School, McAllen Memorial High School, and James "Nikki" Rowe High School with South Texas College for a period of one (1) year, beginning August 19, 2024 through August 19, 2025.

Attachment: ☑

SUBMITTED BY: Norma Cabrera (Aug 2, 2024 11:03 CDT)

SUPERVISOR:

For further information contact:
Name: Ms. Norma Cabrera, Director of College, Career, and Counseling
Office: 956-618-6098
eMail: norma.cabrera@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 6, 2024 15:58 CDT)

Superintendent of Schools

SOUTH TEXAS COLLEGE

Office of the President
3201 W. Pecan Blvd.
McAllen, TX 78501

T: 956-872-8366

P.O. Box 9701, McAllen, TX 78502-9701

June 11, 2024

Dr. Rene Gutierrez
Superintendent
McAllen ISD

Dear Dr. Gutierrez,

Since its inception in 1997, the South Texas College Dual Credit Program continues to be a national model in providing high quality and innovate educational opportunities and college services to high school students in Hidalgo and Starr counties. Our Dual Credit Program offers students unique and incredible opportunities for access to higher education and workforce training. These students then successfully transition into a postsecondary education setting or entrance into the competitive workforce sector.

Over the years, the success of the program has been a collaborative effort of partnership and commitment to student success by South Texas College and your district. Through the identification of critical needs and opportunities, the program continues to meet the academic rigor and standards of excellence required, and has served as a tool for developing college readiness and provided students with a clear pathway to college. Through our partnership, we continue to strengthen the framework of the program to better lead students to the successful completion of their academic goals.

Enclosed is an electronic copy of the 2024-2025 Dual Credit Programs Interlocal Agreement between South Texas College and McAllen ISD. This Interlocal Agreement is the contract that encompasses all dual credit programs, including Designated High Schools and the Academies Program as required by the Texas Higher Education Coordinating Board (THECB).

Please print and sign two copies of the agreement. Upon execution of the agreement, you may contact Nicole Garcia, Administrative Assistant for Dual Credit Programs at (956) 872-3520 or via email at ngarcia4@southtexascollege.edu. She will coordinate pick up of the interlocal agreement.

I thank you for your continued support of our partnership and dedication to the success of the program.

Respectfully,

Dr. Ricardo J. Solis
President

SOUTH TEXAS COLLEGE

Interlocal Agreement

South Texas College Dual Credit Programs

SOUTH TEXAS COLLEGE (herein called the "College") and **MCALLEN ISD** (herein called the "School District") enter into the following Interlocal Agreement (IA), and for the terms of which WITNESS THE FOLLOWING:

TERM
This IA shall be in effect from August 19, 2024 to August 19, 2025, and posted during this term on the College's and School District's respective internet websites.

OVERVIEW
The College is committed to serving the students and communities of South Texas through collaborative work with school districts in the College's service area. A major initiative promoting a college-going and college graduation culture is the **South Texas College Dual Credit Programs**, which complies with the rules set forth by the State of Texas (TAC Title:19 Chapter 4, Subchapter D, Rule § 4.84) for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students; therefore,

1) **IA PURPOSE**
The purpose of this IA is to outline the roles and responsibilities of the College and the School District that participate in the Dual Credit Programs. This IA is the agreement that encompasses all programs and initiatives under the Dual Credit Programs as required by the Texas Higher Education Coordinating Board (THECB). An additional IA is required by the Texas Education Agency for Early College High Schools, and P-TECH Schools.

2) **RECOGNITION OF HIGHER EDUCATION PARTNER**
The School District, when reporting and publicizing high school *students' completion* of dual credit **courses**, **degrees**, or **certificates**, will recognize South Texas College. Furthermore, when the School District advertises and/or publicizes, including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District will recognize South Texas College as its Higher Education partner. The following statement must be included in all the School District's publications and/or advertisements in regards to the Dual Credit Programs:

"[ISD name] saves families hundreds of thousands of dollars in tuition and fees by collaborating with South Texas College, our Higher Education partner, to offer college credit hours and college certificates and degrees."

In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the College's ***Branding, Marketing, and Advertising Guidelines for South Texas College Dual Credit Programs*** at www.southtexascollege.edu/go/dual-credit-marketing (see Exhibit B for Sample Recognition). Failure to follow this provision will result in a non-compliance notification as stated in Section 11 of this document.

Approved by STC Board
May 28, 2024

3) ACADEMIC POLICIES & PROCEDURES

Academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses and dual credit students. A degree plan with a defined sequence of courses will be available through Degree Works for all dual credit students.

The School District acknowledges that the College is in the process of replacing its existing Board Policies. As the existing Policies are retired and replaced, the College shall notify the School District and provide a copy of the replacement policy. If necessary, the College and the School District will modify this IA to incorporate the new policies.

a) *Eligible Courses*

Academic courses offered by the College for dual credit are developed based on the guidelines published in the Academic Course Guide Manual. Workforce courses are developed based on the guidelines published in the Workforce Education Course Manual. The College does not offer kinesiology, guided studies, competency-based or developmental courses for dual credit.

b) *Faculty Qualification, Selection, Supervision, and Evaluation*

The College has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called "Dual Credit Faculty") to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the College's respective department chair or designee and be evaluated and monitored to ensure the quality of instruction and compliance with the College's policies and procedures in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). For a comprehensive view of the Faculty Credentials and Qualification, Selection, Supervision, and Evaluation process, refer to the ***Dual Credit Programs Instructional and Quality Standards Manual - Academic Affairs Division.***

i. The School District will collaborate with the College to ensure that the School District instructor applying to teach in the Dual Credit Programs meets the credential requirements as stated in the College's ***Board TASB Policy DBA— Employment Requirements and Restrictions: Credentials and Records*** includes the criteria used by the College to determine teaching eligibility.

ii. The College will ensure that College Faculty requested to teach dual credit courses at the School District sites have met acceptable national criminal background checks.

iii. School District faculty approved as Dual Credit Faculty must be cleared by the College's Office of Human Resources to teach any dual credit courses.

iv. Dual Credit Faculty will submit all required reporting documents such as rosters, learning outcome results, syllabi/section outlines, and grades by the deadlines set by the College.

v. New Dual Credit Faculty approved for the upcoming academic year must satisfactorily complete the LMS Fundamentals and Academic Continuity Certifications offered through the College's Distance Learning Department, prior to teaching dual credit courses.

vi. College and Dual Credit Faculty teaching dual credit courses are required to check their class rosters during the first week of classes by accessing Starfish through JagNet to make sure that all students attending the class are enrolled in the dual credit course and are required to refer any students not on the roster to the appropriate School District counselor and the Dual Credit Enrollment Services Department. Any student not listed on the roster

by the 12th day of class (Census Day) will not be enrolled in the dual credit course.

vii. New Dual Credit Faculty approved for the upcoming academic year must satisfactorily complete the *DELTA Online Academy* course offered through the College's Teaching and Learning Center during the first semester teaching dual credit courses. Dual Credit Faculty not completing this Academy will not be allowed to continue teaching the following academic year. This Academy focuses on relevant College policies, and procedures, resources, faculty responsibilities, and maintaining a college environment in the classroom. The *DELTA Online Academy* course includes required training on Title IX and related Texas laws, and covers topics including but not limited to mandatory reporting duties, sexual harassment under federal and state law, and prevention techniques.

viii. The School District will allow release time from School District duties for all Dual Credit Faculty to attend required College departmental meetings, discipline and course-specific College professional development training, and the two Dual Credit professional development days organized by the College held on the Saturday before each full semester begins. The department chairs will provide the meeting schedule to the Dual Credit Faculty before the beginning of the semester so that the Dual Credit Faculty can coordinate their teaching responsibilities at the high school to attend the required department meetings.

ix. The School District will allow release time from School District duties for all high school librarians to attend no more than two required library summits organized by the College and held on weekdays during the school year.

x. College and Dual Credit Faculty teaching college-level courses are expected to communicate with students who need academic assistance and direct them to the appropriate College or School District support services. The College provides students access to college resources and support services at no cost.

xi. The School District will forward any concerns regarding Dual Credit Faculty or College Faculty teaching the college-level course to the College Department Chair for investigation. To address and resolve the concerns, a meeting shall take place between the College Department Chair (and/or designee) and the School District Principal (and/or other designated high school administrator) to discuss the issues and reach a decision that is mutually agreeable.

xii. The Dual Credit Faculty or College Faculty assigned to teach a dual credit course is charged with the duties and responsibilities as the instructor of record. In cases where the course is a Distance Learning course taught at the partner school, as stated in ***Board TASB Policy EBA — Alternate Methods of Instruction: Distance Education,*** an instructor is an individual responsible for delivering course content and who meets the qualifications for instruction established by an institution's accrediting agency. Online students shall be informed that they are able to access the online course at any time, not only during a designated time at the high school.

xiii. Texas House Bill 3979 and Senate Bill 3 (87th Legislature), **which relate to civic instruction and instruction policies in public schools in the state**, do not apply to community colleges or to dual credit students, as long as the curriculum being taught is the College's curriculum. This is the case even if the College curriculum is taught by a high school teacher in their capacity as a Dual Credit Faculty member.

xiv. This IA recognizes the unique and sometimes challenging position of Dual Credit Faculty. Nevertheless, although Dual Credit Faculty are full-time employees of the School District where they teach College courses(s), Dual Credit Faculty shall follow all applicable College policies during dual credit instructional time. Accordingly, Dual Credit Faculty are expected to fulfill their responsibilities as Dual Credit Faculty while also complying with the expectations and policies of their School District and Principal.

xv. Expectations of Dual Credit Faculty when teaching a college-level Course for the College:

- College-Level Course Work: The rigor of college-level coursework often requires additional time outside of class for students to meet course learning objectives and outcomes. Dual Credit Faculty should not decrease the amount of out-of-class work assigned to students enrolled in Dual Credit course(s).
- Issuing of College Grade: Dual Credit Faculty should not inflate the college letter grade, which might differ from the high school numeric grade.
- Contact Hours Pertaining to Dual Credit Students: Just as Dual Credit Faculty are expected to meet the required number of contact hours per semester, students enrolled in dual credit courses are required to maintain regular and punctual attendance in classes and laboratories. In accordance with ***Board TASB Policy FC — Attendance***, the College shall develop and include in its official bulletins, catalogs, and other appropriate publications a statement regarding its policies and procedures for all excused absences. The student is responsible for communicating with faculty members concerning any absence. The student may be required to present evidence to support an absence, and make–up work for class absences will be permitted only as specified by the faculty in the course syllabus.
- Dual Credit Faculty shall treat students equally and should not use unreasonable measures to help a particular student who, in the estimation of the Dual Credit Faculty member, is failing the course due to the student's classroom performance, lack of participation and/or excessive student absences.

c) *Location, Facilities, Teaching Environment, and College Courses*
The location of dual credit courses will be held at approved instructional sites in accordance with SACSCOC standards and College policies.

i. Facilities
The School District will work with the College to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction by the first day of class including the following:

- School District will ensure that College Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District will permit access to the College's electronic learning resources and school library spaces when the course is taught at the School District; and
- School District offering science or Career and Technical courses will meet all applicable laboratory safety standards and obtain and install all material/equipment required to meet such standards prior to first class day. School District shall ensure proper maintenance of all lab material/equipment that is used for the College courses offered by the School District in a manner which complies with the College's program requirement.
- School District will permit the College to perform safety audits and inspections in dual credit classrooms and laboratories.

ii. Teaching Environment

The School District will ensure that the classroom environment is conducive to college-level learning by:

- Designating a classroom for the dual credit classes;
- Displaying the signs provided by the College outside of the classroom that indicate "College Course is in Session";
- Assuring no unnecessary interruptions take place in the College dual credit class while in session, such as removing dual credit students in order to participate in high school activities and making announcements except for official business or emergencies and minimizing interruptions for official announcements; and
- Enforcing the faculty members' student attendance requirements as stated in the course syllabus and as supported by ***Board TASB Policy FC — Attendance***.

iii. College Courses

Faculty teaching dual credit courses must use the College's approved Learning Management System. The College maintains security measures to protect faculty and students while learning in an online environment. More detailed information can be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

iv. Course Delivery

The School District will ensure that all dual credit courses taught by Dual Credit Faculty are conducted through face-to-face instruction. Only in circumstances, when a State of Emergency is activated, may a Dual Credit Faculty be approved to conduct online instruction to adhere to the College's Instructional Contingency Plan, using the College's Learning Management System.

d) *Course Curriculum, Instruction, and Grading*

School Districts that participate in the Dual Credit Programs at the College will comply with procedures and guidelines as published in the ***Dual Credit Programs Principal Agreement*** and the ***Dual Credit Programs Instructional and Quality Standards Manual,*** including the following:

i. Academic Instructional Calendar

Dual credit classes will follow the College Academic Calendar. Exceptions may be arranged through collaboration between the College and the School District. When the requested exception involves the Final Exam Schedule for full semester classes, the College Department Chair and Division Dean will be involved in any decision. The College requires that the Division Dean approve any exception. Notification of conflicts between mandatory State testing and final exams must be made well in advance of final exams. College courses and exams should take reasonable priority over School District activities.

ii. Monitoring Instruction

The School District will work with the College so College personnel will have the opportunity to monitor the quality of instruction in compliance with the College course syllabus and the standards established by the State of Texas, SACSCOC, and the School District.

iii. Books and Supplemental Materials

The School District will provide textbooks for each registered student, equipment, and supplemental materials required for the cohort (S sections) classes. The College will

consider the use of free open educational resources or low-cost educational resources in courses offered under the program for the School District. College-approved textbooks purchased by the School District as required for a college course are allowed to be used for four (4) years. Chairs may request a change of textbooks earlier than four (4) years, if the textbooks are for technology-based courses or with reasonable justification. Required textbooks and materials shall be available to each registered student on the first-class day. Exceptions must be discussed with the Associate Vice President of Dual Credit Programs and the Department Chair.

iv. Transportation

The School District will provide transportation to dual credit students in accordance with State law and School District rules and procedures. Students enrolled in dual credit courses at the College may be transported by the School District.

v. Grading Procedures

All Dual Credit Faculty will follow the College Grading System as stated in the College's ***Board TASB Policy EGA — Academic Achievement: Grading and Credit,*** as well as related procedures set forth by the College.

vi. Submission of College Grade

The primary responsibility for assigning College grades in a dual credit course belongs to the faculty member. Therefore, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinant. College and School District officials will not unreasonably interfere with the faculty member's authority to assign College grades. The final course grade submitted for the College will be a letter grade. A numeric grade based on a standard 100-point scale will be provided by STC Faculty, upon the School District's request. Such request must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week. The final course grade recorded for the College will be a letter grade and for the high school a numeric grade that may differ from the College letter grade.

vii. Grade Appeal

The School District will direct students to follow the College's Grade Appeal process. An electronic copy of these documents may be accessed on the Academic Affairs Department webpage at the following link:
https://academicaffairs.southtexascollege.edu/grade_appeals/

viii. Reporting Required Critical Student Performance Information

The College has developed guidelines for sharing critical student performance information when needed for high school reporting.

STC Faculty

- Will only provide the School District with final course numeric grades, based on a standard 100-point scale upon the School District's request. Such requests must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's finals exams week.
- Will not be required to submit a midterm course grade.
- Will provide the following Starfish Early Alert Surveys:
    - Fall 2024 and Spring 2025: First Week Attendance Verification, and two Progress Surveys (Weeks 5-6 & Weeks 11-12)
    - Summer 2025: First Week Attendance Verification, and one Progress

Survey (Week 3)

Dual Credit Faculty

- Will comply with the guidelines relating to indicate reporting requirements and responsibilities of the Dual Credit Faculty regarding parental inquiries, progress reports, and disciplinary matters which are found in the ***Dual Credit Programs Instructional and Quality Standards Manual.***

ix. Dual Credit Policies

This IA is subject to the following policies:

i. ***Board Policy #3230: Dual Credit Programs with Partnering School Districts***

- Lists general provisions that partnering School District must comply with; and
- States that tuition and fees for dual credit students sponsored by partnering School District will be charged as approved by the College's Board of Trustees.

ii. ***Board Policy #3232: Dual Credit Student Eligibility Requirements***

- Outlines the dual credit student eligibility requirements;
- Stipulates limitations on what courses and how many hours may be taken;
- Mandates student compliance with Financial Aid Satisfactory Academic Progress (SAP); and
- Levies the independent student tuition and fees for students enrolled in (non-S) section(s) with approval by the College.

iii. ***Board TASB Policy EGA: Academic Achievement – Grading and Credit***

- States expectation that students meet academic standards for coursework at the College;
- Calculation of the GPA; and
- Student standards of performance.

iv. ***Board Policy #3322: Student Financial Aid - Satisfactory Academic Progress (SAP)***

- Cites Federal regulations that require the College to monitor Satisfactory Academic Progress (SAP) for all students, including dual credit students, in order to determine financial aid eligibility; and
- Cites regulations that require the evaluation of quantitative (67% course completion rate and maintaining at least a 2.0 cumulative GPA) standards, as well as completion of a degree or certificate within 150% of normal time frame.

4) STUDENT ENROLLMENT & SUPPORT SERVICES

a) *Student Eligibility*

The College requires the School District to follow all College enrollment procedures and guidelines for dual credit students. All procedures and guidelines are outlined in the College's ***Dual Credit Programs Enrollment and Support Services Manual***. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

All students must meet dual credit admissions and eligibility requirements as outlined by the THECB laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85, and as stated in the College's ***Board TASB Policy FB: Admissions.*** The School District will work with the College to make certain that all dual credit students are enrolled by the first day of class to help ensure student success and to comply with the College Dual Credit Programs Admission and Registration Timeline. An electronic copy of this document

may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

High school students are eligible to participate in the Dual Credit Programs upon meeting the Texas Success Initiative (TSI) Assessment minimum passing score requirements established by the THECB and the College dual credit course pre-requisites as published in the College's ***Dual Credit Programs Enrollment and Support Services Manual***.

Dual credit students must comply with the College's Academic Progress Standards as outlined in ***Board TASB Policy EGA: Academic Achievement – Grading and Credit*** and ***Board Policy #3322***. Federal Financial Aid SAP requirements measure all students' GPA and progression regardless of whether or not they receive aid, and these requirements are applicable to dual credit students who are still in high school.

b) *Collaboration and Outreach Efforts*

The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, costs, and resources. Sessions are available throughout the academic year upon request by the School District. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the program on the College's dual credit website.

c) *Course Load*

As stated in the College's ***Board Policy #3232: Dual Credit Student Eligibility Requirement***, dual credit students may not enroll in college-level courses until the Spring semester of their 9th grade, and are then limited to no more than two (2) dual credit courses for that semester from an approved list of recommended courses. All 10th grade students will be limited to two (2) dual credit courses per Fall and Spring semester. All 11th and 12th grade students should not exceed four (4) dual credit courses per Fall and Spring semesters**.** Summer session enrollment is limited to two (2) dual credit courses for Summer Term I/III and two (2) dual credit courses for Summer Term II.

Dual credit students shall be limited to courses within their declared major and corresponding degree plan. Students who declare a major leading to a Career Technical Education (CTE) certificate or Associate degree, may also enroll in academic dual credit courses, limited to English 1301, Mathematics/Natural Science Electives, Humanities Electives, Social and Behavioral Electives, and other Associate of Applied Science (AAS) Electives needed to complete their Certificate and/or AAS degree, while not exceeding the limitation on dual credit courses per semester described below. Students may attempt a maximum of 68 credit hours, with the exception of students pursuing the Associate of Science in Engineering. The Dual Credit Programs is subject to all applicable College policies and procedures.

Non-S Section Enrollment

Students who want to enroll in regular (non-S) section(s) must submit a request and be approved by the Dean of Dual Credit Programs and School District Partnerships. Students can only be enrolled in courses within their declared major. Any student approved to enroll in a regular (non-S) section(s) will not be assessed the independent student tuition and fee rates based on the Board Approved Tuition & Fee Schedule. Dual credit students who do not receive approval to enroll in a regular (non-S) section(s)~~,~~ may still enroll~~,~~ but will be assessed the independent student tuition and fee based on the Board Approved Tuition & Fee Schedule.

Non-S section requests for 10 or more students in the same course type during the same semester will require an "S" section to be created by the College. Criteria for "S" section designation are available

on the Dual Credit Programs website, which includes the eligibility of enrollment of only 11th and 12th graders.

d) *Student Composition of Class*
As outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85, the School District may not enroll both dual credit and non-dual credit students in the same section unless the development of a high school credit-only class is not financially viable for the high school and only under one of the following conditions:

i. If the course is required for completion under State Board of Education High School graduation requirements, and the School District is otherwise unable to offer such a course.

ii. If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.

iii. If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

Dual Credit Sections
Dual credit sections assigned to an STC Faculty and/or Dual Credit Faculty must have a minimum of ten (10) students enrolled in Academic sections and seven (7) in Career Technical Education sections. Dual credit sections with fewer than the minimum enrollment will be canceled by the advertised semester deadline. Dual Credit Programs will work with the School District to determine options to combine dual credit courses with partnering School District's approval, if available.

e) *Advising*
The College and the School District offer college advising services for dual credit students and the College offers a College Advising Training Program for High School District Counselors.

The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credits offered and earned.

In active collaboration with the College, the School District shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019), which collectively address measures public institutions of higher education must take to facilitate successful transfer, academic progress, and timely graduation through, among other things, the filing of degree plans at certain milestones and the publication of course sequences. The College and the School District shall also take necessary actions to ensure compliance with any and all advising requirements of TX SB 1277 (2021), including but not limited to designating at least one employee from either institution to provide academic advising to any student who enrolls in a dual credit course before beginning the course.

f) *Pathways Alignment*
The College provides a comprehensive guide to the alignment of High School endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications.

g) *Counseling and Student Accommodations*
The College and the School District will adhere to Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008.

The School District will be responsible for implementing policies and procedures to enable students to identify disability needs and to provide academic accommodations for dual credit students. If the class is taught at the high school by a Dual Credit Faculty, the School District's high school will be responsible to provide the academic accommodations. If the class is taught by STC Faculty at the high school, the College Counselor will coordinate academic accommodations with the high school's Special Education Counselor. Students are not eligible to receive and/or otherwise utilize Individual Education Plans (IEP's) in Dual Credit courses. All procedures and guidelines are outlined in the College ***Dual Credit Programs Enrollment and Support Services Manual***. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

h) *Student Complaints*

The College's Grievance and/or Complaint procedures for handling student complaints regarding college courses are applicable to all students, including those enrolled in dual credit courses. Dual credit students who would like to submit reports or complaints shall adhere to **Board TASB Policy *FLD — Student Rights and Responsibilities: Student Complaints*** follow the process and procedures as detailed in the College's Student Handbook and/or the Employee Handbook, depending on whether the report or complaint relates to another College student or College employee. Generally, students should report complaints relating to a Dual Credit course to the College. If the student chooses to report to the School District, the School District shall promptly report the matter to the College. The College shall be responsible for implementing the College's Grievance and/or Complaint procedures only if the College has jurisdiction to do so, including, but not limited to, jurisdiction over the educational program or activity, the complainant, and respondent.

Student reports and complaints alleging sex-based discrimination, harassment, domestic violence, dating violence, stalking, or other sexual misconduct in a Dual Credit course will be handled by the College in accordance with the policy and procedures outlined in ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence***. A student may report a grievance or compliant at the following link: https://www.southtexascollege.edu/report/index.html.

i) *Student Conduct*

All students, including dual credit students, are subject to discipline and appropriate sanctions, ranging from verbal or written warning to suspension and expulsion from the College and all related programming, under the College's Student Handbook and Code of Student Conduct. The Code of Student Conduct is an articulation of the College's commitment to maintaining an environment that recognizes and supports the rights of its students, while providing a guide for defining behaviors the College considers inappropriate. Procedures, including a list of violations, potential sanctions, and a list of individual rights for each student, are listed in the College's Student Handbook, Chapter 2, Code of Student Conduct. Dual credit students who receive a sanction of suspension or expulsion from the College must be removed from the college course and placed in a high school credit course or a traditional high school setting by the School District and, in accordance with Texas State law, shall have a transcript notation of suspension or expulsion placed on their official record. On request by the student, the College may remove the notation from the official transcript. Further, the College reserves the right to refer cases to the Behavioral Intervention Team for review and threat assessment. An electronic copy of this Student Handbook and Code of Conduct may be accessed on following link: https://www.southtexascollege.edu/pdf/student_code_of_conduct.pdf

j) *Transcription of Credit*
The College and the School District will enter and record into their respective transcripts all credits earned for dual credit courses for both college credit and high school credit upon the student completion of the requirements each course.

k) *Commencement Ceremonies*
To become eligible to participate in the College Commencement Ceremonies held in May, December, or at such time determined by the Board of Trustees, dual credit students must be enrolled in all final coursework for their declared program and all coursework must be completed at the end of the semester of graduation. Dual Credit students who are eligible to participate cannot defer participation to a later Commencement Ceremony date, except when a State of Emergency is activated. The College Registrar is the Graduation Determination Official and has the final authority to determine dual credit eligibility for graduation and ceremony participation. Dual credit students must meet all graduation requirements as outlined in College Policy to be eligible for graduation and participation in the Commencement Ceremonies.

5) FINANCIAL SUPPORT SERVICES

a) *Faculty Stipend*
School District instructors approved by the College to be Dual Credit Faculty and approved to teach college level courses will be paid a stipend by the College per class, per semester, as outlined in the College ***Dual Credit Programs Instructional and Quality Standards Manual.***

b) *Tuition & Fees*
The School District will be charged tuition and fees as outlined in *Exhibit A:* ***Board Approved Dual Credit Students Sponsored by Partnering School Districts Tuition and Fees FY 2024-2025***. The College's Board of Trustees reserves the right to adjust tuition and fees as deemed necessary during the year.

c) *Invoicing*
The College will invoice the School District that sponsors the student for the applicable charges, in accordance with the ***Board Approved Dual Credit Students Sponsored by Partnering School Districts Tuition and Fees FY 2024-2025***, as approved by the College Board of Trustees (see Exhibit A).

d) *Faculty Charges*
When the College provides the faculty for a dual credit course, including courses given via distance learning, the School District is responsible for the mileage and faculty cost as stipulated in the Dual Credit Course Agreement (DCCA). If the School District cancels a dual credit course with an assigned College Faculty after August 5, 2024 (Fall 2024 semester), January 13, 2025 (Spring 2025 semester), May 19, 2025 (Summer I semester), and June 25, 2025 (Summer II), a Late Dual Credit Section Cancellation Fee will be assessed.

This agreement is outlined in the ***Dual Credit Programs Instructional and Quality Standards Manual***. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

6) DATA SHARING

FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without requiring the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the College disclosed.

The College and the School District are expected to meet FERPA requirements to maintain the privacy of student data.

The School District agrees to provide directory information for all 11th and 12th grade students enrolled in the district for recruitment purposes. The School District will provide an electronic secure file to the Director of College Connections and Admissions for Traditional students by the end of September. The file will include student names, school emails, home phone numbers, and home addresses.

The College will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide the required data in a timely manner to our partners with a signed IA.

The School District shall provide a primary and secondary contact, at the District and at each high school, to receive data via a secure process from the College. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any data received from the College shall not be shared outside the School District without prior authorization from the College.

The School District may request data outside of the scheduled report distribution schedule provided:

- An IA has been executed and is active between the School District and the College
- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date

PLEASE NOTE: Requests are **NOT** guaranteed to be delivered by the requested delivery date and may be delayed depending on the data team's existing request volume. Requests will be prioritized depending on identified need.
The School District may submit an e-mail request for reports to: dcdatarequest@southtexascollege.edu.

7) HUMAN RESOURCES DEPARTMENT, DATA PRIVACY & SHARING AGREEMENT

The School District will collaborate with the College to ensure that all School District faculty applying to teach in the Dual Credit Programs meet the credential requirements as stated in the ***Board TASB Policy DBA — Employment Requirements and Restrictions: Credentials and Records,*** and submit all required documents for the approval/hiring process to the Human Resources Department as well as agree to full information sharing in the event of an investigation of a personnel matter regarding Dual Credit Faculty.

Any non-academic incidents or complaints against Dual Credit Faculty teaching a college course is must be reported to the College's Office of Human Resources to the attention of the Director and/or Employee Relations Officers for investigation.

8) TITLE IX OF THE EDUCATION AMENDMENTS 1972

The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) and its implementing regulations as stated in the ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence*** and the School District Title IX policy in resolving incidents and complaints. An electronic copy of the College's Board Policy may be accessed on following link:
https://admin.southtexascollege.edu/president/policies/pdf/4000/4216.pdf.

Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et. seq.), and it's implementing regulations, 34 C.F.R. Part 107 (Title IX) state: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to

discrimination under any education program or activity receiving Federal financial assistance."

Title IX resources, policies, and procedures, including the names and contact information of the Title IX Coordinator and any Title IX Deputy Coordinators for the College are located at the following link: https://www.southtexascollege.edu/about/notices/title-ix.html.

Together with the execution of this IA, the School District will, by completing Exhibit C hereto, designate a specific School District official **who is trained to investigate and address matters relating to Title IX and civil rights issues, including but not limited to Title VI and Title VII of the Civil Rights Act,** to serve as the authorized liaison with the South Texas College Office of Human Resources and/or the Title IX Coordinator.

Pursuant to the following protocol, the School District official and the College representative(s) will work in a collaborative and timely manner to share any and all information necessary in the event of an claims, complaints, reports or investigations arising under Section 8 of this IA. of a personnel matter (see Exhibit C).

Title IX Protocol

a) The College and the School District acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the School District to establish clarity and coordination with a set of consistent guidelines for each to follow. The general principle is one of establishing a nexus, and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties, in which case jurisdiction exists for both and in most cases will result in collaborative investigations and separate resolutions in accordance with the policies of each party. In all collaborative processes, the parties agree to share investigation-related information with each other to the extent permitted by law.

b) In any complaint where the law permits, the College and the School District agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

c) In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

d) Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party shall normally have primary jurisdiction over the complaint.

e) Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supportive measures to the complainant.

f) Where a party provides only instruction/credit for a course, and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities)g) Where a party controls only the venue of a course, and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

g) Control:
   i. A party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course.
   ii. A party who provides instruction in the venue of the other party does not control that venue.

h) Each party's employees are expected/encouraged to participate as witnesses in any resolution process, as necessary.

i) Student:
   i. A student enrolled in a dual-credit/early college course is a student of both parties, regardless of which party has the primary relationship with the student.
   ii. Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual-enrolled/participating in early college.

j) Imposing consequences on a respondent by two parties is appropriate when the student is enrolled within the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

k) Each course should clearly designate which party's educational program the course is part of, and/or whether more than one party is the sponsor/provider of a course.

9) NON-DISCRIMINATION

The College prohibits discrimination, including harassment and sexual misconduct, against any employee, applicant for employment, student, or applicant for admission on the basis of any protected class or any other basis prohibited by law. Protected classes at the College include race, color, national origin, religion, age, sex, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status, or any other basis prohibited by law.

Discrimination is defined as prohibited conduct directed at an employee or student on the basis of race, color, national origin, religion, age, sex, including pregnancy and parental status, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status, or any other basis prohibited by law, that adversely affects the employee's employment or that adversely affects the student.

For more information, please visit ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence.***

10) INTERLOCAL AGREEMENT (IA)

This IA may be amended by mutual written agreement of both parties.

The College and the School District reserve the right to terminate this IA by notice from either party in accordance with this IA or by operation of law. The College or the School District may terminate the IA no fewer than ninety (90) days prior to the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or the School District Superintendent and personally delivered to the other party to this IA.

11) <u>NOTIFICATION OF NON—COMPLIANCE AND TERMINATION OF AGREEMENT</u>

If a party fails to comply with any provision of this IA, the other party may issue a Notification of Non-Compliance (Notice). The Notice shall be in writing and shall describe in detail the nature of the alleged non-compliance. The Notice will be provided to the College President or to the School District Superintendent for review and action. Failure to correct any condition of non-compliance within ten (10) business days following receipt of the Notice may, at the option of the party which sent the Notice, result in termination of this IA at the end of the semester during which the Notice was sent. Any provision in this IA which requires performance by either party after the termination of this IA including, without limitation, confidentiality obligations, limitations of liability, and exclusions of damages, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this IA, shall be and remain enforceable after such termination of this IA for any reason whatsoever.

EXECUTED IN TWO (2) Original counterparts on this _____day of _____2024.

Dr. Ricardo J. Solis
President
South Texas College

Dr. René Gutiérrez
Superintendent
McAllen ISD

Chairman, Board of Trustees
South Texas College

Sofia M. Peña
President, Board of Trustees
McAllen ISD

Approved as to form:

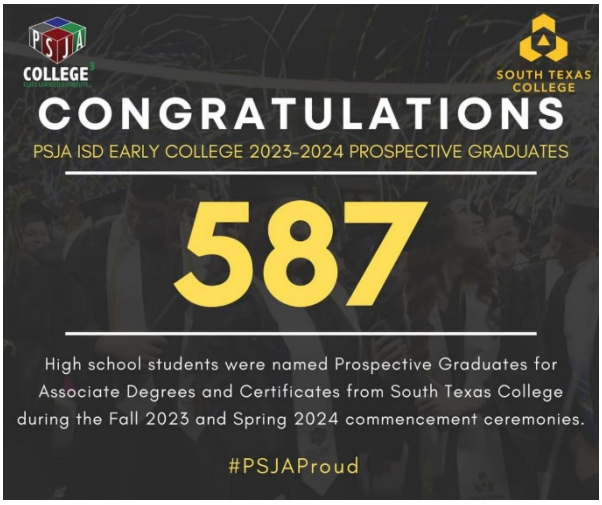
by JOHNATHAN BALL (Jul 29, 2024 15:18 CDT)
Johnathan Ball, Staff Attorney

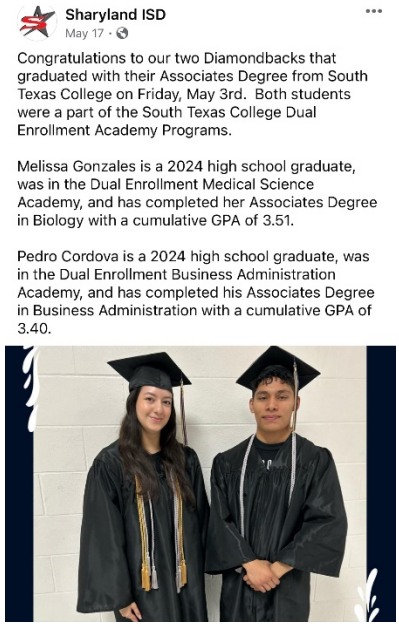
EXHIBIT A

DUAL CREDIT STUDENTS
SPONSORED BY PARTNERING SCHOOL DISTRICTS
Tuition and Fees
FOR FY 2024-2025

	Board Approved FY 2022-2023	Board Approved FY 2023-2024	Board Approved FY 2024-2025
DUAL CREDIT TUITION:			
Per credit hour tuition for in-district dual credit students sponsored by partnering school districts	0.00	0.00	0.00
DIFFERENTIAL TUITION PER CREDIT HOUR FOR COURSES OFFERED ON A SOUTH TEXAS COLLEGE CAMPUS OR FACULTY:			
Associate Degree Nursing	0.00	0.00	0.00
Emergency Medical Technology	0.00	0.00	0.00
Occupational Therapy Assistant	0.00	0.00	0.00
Patient Care Assistant	0.00	0.00	0.00
Pharmacy Tech	0.00	0.00	0.00
Physical Therapist Assistant	0.00	0.00	0.00
Radiologic Technology/Sonography	0.00	0.00	0.00
Respiratory Therapy	0.00	0.00	0.00
Vocational Nursing	0.00	0.00	0.00
COURSE FEES:			
Electronic Distance Learning/VCT Course Fee per credit hour (Summer 2020 Sessions - Fee waived) (Fall 2020 Session - Fee waived)	10.00	0.00	0.00
Hybrid Course Fee per credit hour	0.00	0.00	0.00
NAH and Other Course Fees: *Liability Insurance/Exams/Booklets/Badges/Special Program ID/Certificates/Pinning Ceremony/Other Activities*	Recovery of costs and processing fees	Recovery of costs and processing fees	Recovery of costs and processing fees
INCIDENTAL FEES:			
Fee per credit hour for dual credit students attempting a course three or more Times	125.00	125.00	125.00
Dual Credit Late Processing Fee per course per student after Census Day	200.00	200.00	200.00
DUAL CREDIT ACADEMIES:			
Dual Credit Academies Participation Fee - Fall and Spring, per Student per Semester (Charged to School District)	600.00	600.00	600.00
Dual Credit Academies Participation Fee - Summer, per Student per Credit Hour (Charged to School District)	50.00	50.00	50.00

Exhibit B
Sample Recognition





Approved by STC Board
May 28, 2024

EXHIBIT C

School District Title IX Investigator/Coordinator

As stated in Section 8, the School District hereby designate the Liaison listed below who, the School District certifies, is trained to investigate and address matters relating to Title IX and alleged civil rights violations, including but not limited to claims arising under Title VI and Title VII of the Civil Rights Act, to serve as the authorized liaison to the South Texas College Office of Human Resources and the Title IX Coordinator for the College.

The School District Liaison contact information is as follows:

School District Name: McAllen Independent School District

High School Name: McAllen High School, Memorial High School, and Rowe High School

Liaison's Name: Dr. Connie Camacho

Position Title: Human Resources Director

Contact Phone Number: 956-618-6000

Email: consuelo.vallejo@mcallenisd.net

This form must be completed in its entirely and submitted to:

Todd C. Nelson, J.D.
Contract and Regulatory Resources Officer
Title IX & 504 Coordinator
3201 West Pecan Blvd., N150
956-872-4664
TitleIX@southtexascollege.edu

For any questions, please contact:

Dr. Zachary Suarez
Executive Director of Human Resources and Talent Development
2501 West Pecan Blvd.
McAllen, TX 78501
956-872-3726
HR_Administrators@southtexascollege.edu

Approved by STC Board
May 28, 2024

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Interlocal Agreement No. 2025-070 Dual Credit Program for Achieve Early College High School with South Texas College

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 6 - Future-Ready Students

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Achieve Early College High School ("AECHS") creates environments that empower students to seek higher education. The dual credit program increases students' options; meets the needs of the industry; and enhances lifelong learning. The Interlocal Agreement ("IA") is a collaborative effort between the District and South Texas College ("STC").

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

This Interlocal Agreement with STC is in accordance with the Texas Education Agency requirement of the House Bill 1638: Statewide Dual Credit Goals. Additionally, the Texas Higher Education Coordinating Board ("THECB") requires this Interlocal Agreement for early college high school. Instruction for services will follow the District calendar since the District calendar is twenty (20) days longer than STC's calendar. Classes will meet one or two class periods each, for five (5) days a week.

LEGAL REVIEW:

The Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Expenditures for the Achieve Early College High School dual credit program for the 2023-2024 school year were $143,737.00. Funds for the dual credit program are budgeted through the College Career Military Readiness Fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Interlocal Agreement No. 2025-070 Dual Credit Program for Achieve Early College High School with South Texas College for a period of one (1) year, beginning August 19, 2024 to August 19, 2025.

Attachment: ☑

SUBMITTED BY: Norma Cabrera (Aug 2, 2024 11:02 CDT)

SUPERVISOR: Rosalva De Hoyos

For further information contact:
Name: Ms. Norma Cabrera, Director of College, Career, and Counseling
Office: 956-618-6098
eMail: norma.cabrera@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 2, 2024 15:15 CDT)

Superintendent of Schools

SOUTH TEXAS COLLEGE

Interlocal Agreement

South Texas College
Achieve Early College High School

SOUTH TEXAS COLLEGE (herein called the "College") and **McAllen ISD** (herein called the "School District") enter into the following Interlocal Agreement (IA), and for the terms of which WITNESS THE FOLLOWING:

TERM
This IA shall be in effect from August 19, 2024 to August 19, 2025, and posted during this term on the College's and School District's respective internet websites.

IA PURPOSE
The purpose of this IA is to outline the roles and responsibilities of the College and the School District that participate in Dual Credit Programs Designated High Schools. The IA references Texas Education Agency requirement of the House Bill 1638: Statewide Dual Credit Goals (herein called the "G1-4"). An additional Dual Credit Programs IA is required by the Texas Higher Education Coordinating Board (THECB).

PREAMBLE
WHEREAS the parties to this IA desire to establish **Achieve Early College High School** ("**Early College High School**"), serving grades 9-12, and provide dual enrollment for dual credit college courses for high school students free of charge. The student population of the **Early College High School** will be composed of underserved and underrepresented high school students (grades 9-12); consisting of students who are at-risk, economically disadvantaged, first-generation college goers, English learners, and students with disabilities. Potential students for the **Early College High School** may be screened and selected through the use of a lottery system that encourages and considers applications from all students. All students will have an equal opportunity for acceptance, regardless of background or academic performance.

WHEREAS Early College High Schools are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort) which provide students the opportunity to earn both a high school diploma and up to two years of transferable academic college credits (60), certificate level degree, an associate's degree, and/or at least 60 credit hours towards a baccalaureate degree during grades 9-12. and;

WHEREAS Early College High Schools prepare this population of high school students for successful career and educational futures through a full integration of high school, college, high demand/high skill career preparation, improved academic performance, and increase high school and college/university completion rates;

WHEREAS both **Early College High School** and the College are willing and able to participate in the facilitation of this program to benefit the students they both seek to assist.

NOW, THEREFORE**,** in consideration of the covenants, and conditions and provisions set forth herein, the parties hereto agree as follows:

1) STATEMENT OF GENERAL DUTIES AND OBLIGATIONS

a) The Early College High School established under this agreement will be governed by state and federal laws and regulations, school district, and college policies and requirements. The School District shall apply to the Texas Education Agency (TEA) for the establishment and approval of an Early College High School designation. Prior to the yearly designation renewal submission to TEA, the School District shall notify the College of any additional Institution of Higher Education partnership(s), which may impact the continuance of this agreement.

b) A Leadership Team comprised of members of the School District and the College will meet regularly as mutually agreed to by both parties to plan and make decisions about the design and fidelity of the implementation of the Early College High School Benchmarks. The team will work collaboratively to meet established benchmarks in: (1) Target Population, (2) Partnership Agreement, (3) P-16 Leadership Initiatives, (4) Curriculum and Support, (5) Academic Rigor and Readiness, and (6) School Design. As the school moves through the implementation process and scales up to serve grades 9-12th new topics will be addressed to include, but not limited to community partnerships, dual credit, student support systems and expanding the college culture. The Leadership Team will also address issues of sustainability such as regularly reviewing the IA, discussing budget and cost arrangements, planning for leadership change in the School District and the College if it applies and expanding and enhancing the partnership.

2) ACADEMIC POLICIES & PROCEDURES

Academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses and dual credit students. A degree plan with a defined sequence of courses will be available through Degree Works for all dual credit students.

The School District acknowledges that the College is in the process of replacing its existing Board Policies. As the existing Policies are retired and replaced, the College shall notify the School District and provide a copy of the replacement policy. If necessary, the College and the School District will modify this IA to incorporate the new policies.

a) Faculty Qualification, Selection, Supervision, and Evaluation

The College has established an approval process for selecting and/or approving qualified School District Faculty (those approved will herein be called "Dual Credit Faculty") to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the College's respective department chair or designee and be evaluated and monitored to ensure the quality of instruction and compliance with the College's policies and procedures in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). The School District will provide and be responsible for the evaluation and assessment of Dual Credit Faculty for high school credit-only courses conducted at the **Early College High School.** For a comprehensive view of the Faculty Credentials and Qualification, Selection, Supervision, and Evaluation process, refer to the ***Dual Credit Programs Instructional and Quality Standards Manual - Academic Affairs Division.***

b) Professional Development

Early College High School and the College shall provide opportunities for Dual Credit Faculty to collaborate through planning, teaching, and professional development. The School District will allow release time from School District duties for all Dual Credit Faculty to attend required College departmental meetings, discipline and course-specific College professional development training, and the two Dual Credit professional development days organized by the College held on the Saturday before each full semester begins. The

department chairs will provide the meeting schedule to the Dual Credit Faculty before the beginning of the semester, so that the Dual Credit Faculty can coordinate with their teaching responsibilities at the high school to attend the required meetings. **Early College High School** will provide common planning time for Dual Credit Faculty.

3) LOCATION, FACILITIES, COSTS AND TRANSPORTATION

The location of dual credit courses will be held at approved instructional sites in accordance with SACSCOC standards and College policies.

The Designated Texas Education Agency high school site, **Achieve Early College High School** is located at: **1601 North 27th Street, McAllen, TX 78501**

a) Facilities

The School District will work with the College to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction by the first day of class including the following:

- School District will ensure that College Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District will permit access to the College's electronic learning resources and school library spaces when the course is taught at the School District; and
- School District offering science or Career and Technical courses will meet all applicable laboratory safety standards and obtain and install all material/equipment required to meet such standards prior to first class day. School District shall properly maintenance all lab material/equipment used for the College courses offered by the School District in a manner which complies with the College's program requirement.
- School District will permit the College to perform safety audits and inspections in dual credit classrooms and laboratories.

b) *Faculty Stipend*

School District instructors approved by the College to be Dual Credit Faculty and approved to teach college level courses will be paid a stipend by the College per class, per semester, as outlined in the College's ***Dual Credit Programs Instructional and Quality Standards Manual.***

c) Tuition and Fees (G1)

The College waives student tuition for dual credit "S" section college courses. College provides students access to college resources, and support services at no cost. The School District will be charged tuition and fees as outlined in ***Board Approved Dual Credit Students Sponsored by Partnering School Districts Tuition and Fees FY 2024-2025***.

d) Faculty Charges

When the College provides the faculty for a dual credit course, including courses given via distance learning, the School District is responsible for the mileage and faculty cost as stipulated in the Dual Credit Course Agreement (DCCA). If the School District cancels a dual credit course with an assigned College Faculty after August 5, 2024 (Fall 2024 semester), January 13, 2025 (Spring 2025 semester), May 19, 2025 (Summer I semester), and June 25, 2025 (Summer II), a Late Dual Credit Section Cancellation Fee will be assessed.

e) Transportation

The School District will provide transportation to students enrolled at **Early College High School** in accordance with State law and School District rules and procedures. The School District will also provide transportation for all **Early College High School** field trips and project-based learning activities. Students enrolled in dual credit courses at the College may be transported by the School District.

4) COURSE CURRICULUM, INSTRUCTION, AND GRADING

School Districts that participate in the Dual Credit Programs Designated High Schools at the College will comply with procedures and guidelines as published in the ***Dual Credit Programs Principal Agreement*** and the ***Dual Credit Programs Instructional and Quality Standards Manual,*** including the following:

a) Academic Instructional Calendar

Dual credit classes will follow the College Academic Calendar. Exceptions may be arranged through collaboration between the College and the School District. When the requested exception involves the Final Exam Schedule for full semester classes, the College Department Chair and Division Dean will be involved in any decision. The College requires that the Division Dean approve any exception. Notification of conflicts between mandatory State testing and final exams must be made well in advance of final exams. College courses and exams should take reasonable priority over School District activities.

b) Course of Study

The **Early College High School** and the College shall provide a course of study that enables a participating student to receive a high school diploma and either a certificate level degree, an associate's degree or 60 credit hours that are transferable and applicable towards a baccalaureate degree during grades 9-12. **Early College High School** students will receive a degree plan upon the completion of a career and program of study interest inventory. During a student's senior year, or after completion of the Core Curriculum, courses for field of study programs can be completed according to the College's suggestion of course sequencing. Such courses shall have been evaluated and approved through the official College curriculum approval process and shall be taught at the College level. The College does not offer kinesiology, guided studies, competency-based or developmental courses for dual credit.

c) Curriculum Alignment (G4)

The **Early College High School** and College shall provide a rigorous course of study that enables a participating student to receive a high school diploma and complete the Texas Higher Education Coordinating Board's (THECB) core curriculum as defined by the Texas Administrative Code (TAC 4.28), certificate level degree, an associate's degree or at least 60 credit hours towards a baccalaureate degree during grades 9-12. The **Early College High School** will provide students with academic, social, and emotional support during their course of study. The College will regularly update the **Early College High School** counselor and principal regarding College curricular changes. **Early College High School** is responsible for ensuring that state course requirements for high school graduation are fulfilled. The **Early College High School** and College will establish a course equivalency crosswalk and will be updated as required. The College's Catalog identifies the number of credits that may be earned for each college course offered at **Early College High School.**

d) Books and Supplemental Materials

The School District will provide textbooks for each registered student, equipment, and supplemental materials required for the cohort (S sections) classes. The College will consider the use of free open educational resources or low-cost educational resources in courses offered under the program for the School District. College-approved textbooks purchased by the School District as required for a college course are allowed to be used for four (4) years. Chairs may request a change of textbooks earlier than four (4) years, if the textbooks are for technology-based courses or with reasonable justification. Required textbooks and materials shall be available to each registered student on the first-class day. Exceptions must be discussed with the Associate Vice President for Dual Credit Programs and the Department Chair.

e) Grading Periods and Policies

Faculty will follow the College Grading System as stated in the College's ***Board TASB Policy EGA — Academic Achievement: Grading and Credit***, as well as the grading criteria in the department approved syllabus. **Early College High School** students will be informed by the instructor of academic progress/grade status prior to the Last Day to Drop/Withdraw at the College. **Early College High School** students struggling to maintain a passing grade will be advised by the instructor or the high school counselor to withdraw from the college course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the college course does not result in a withdrawal from the high school course. **Early College High School** personnel are responsible for advising dual credit students concerning academic progress in the high school component of the course.

f) Reporting Required Critical Student Performance Information

The College has developed guidelines for sharing critical student performance information when needed for high school reporting.

STC Faculty

- Will only provide the School District with final course numeric grades, based on a standard 100-point scale upon the School District's request. Such requests must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week.
- Will not be required to submit a midterm course grade.
- Will provide the following Starfish Early Alert Surveys:
    - Fall 2024 and Spring 2025: First Week Attendance Verification, and two Progress Surveys (Weeks 5-6 & Weeks 11-12)
    - Summer 2025: First Week Attendance Verification, and one Progress Survey (Week 3)

Dual Credit Faculty

- Will comply with the guidelines relating to reporting requirements and responsibilities of the Dual Credit Faculty regarding parental inquiries, progress reports, and disciplinary matters which are found in the ***Dual Credit Programs Instructional and Quality Standards Manual.***

g) Submission of College Grade

The primary responsibility for assigning College grades in a dual credit course belongs to the faculty member. Therefore, in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the decision of the faculty member responsible for the course shall be final. College and School District officials will not unreasonably interfere with the faculty member's authority to assign College grades. The final course grade submitted for the College will be a letter grade. A numeric grade based

on a standard 100-point scale will be provided by STC Faculty,-upon the School District's request. Such request must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week. The final course grade recorded for the College will be a letter grade and for the high school a numeric grade that may differ from the College letter grade.

5) **DUAL CREDIT POLICIES**

This IA is subject to the following policies:

i. ***Board Policy #3230 Dual Credit Programs with Partnering School Districts***

- Lists general provisions that partnering School District must comply with; and
- States that tuition and fees for dual credit students sponsored by partnering School District will be charged as approved by the College's Board of Trustees.

ii. ***Board Policy #3232 Dual Credit Student Eligibility Requirements***

- Outlines the dual credit student eligibility requirements;
- Stipulates limitations on what courses and how many hours may be taken;
- Mandates student compliance with Financial Aid Satisfactory Academic Progress (SAP); and
- Levies the independent student tuition and fees for students enrolled in (non-S) section(s) with approval by the College.

iii. ***Board TASB Policy EGA: Academic Achievement — Grading and Credit***

- States expectation that students meet academic standards for coursework at the College;
- Calculation of the GPA; and
- Student standards of performance.

iv. ***Board Policy #3322 Student Financial Aid - Satisfactory Academic Progress (SAP)***

- Cites Federal regulations that require the College to monitor Satisfactory Academic Progress (SAP) for all students, including dual credit students, in order to determine financial aid eligibility; and
- Cites regulations that require the evaluation of quantitative (67% course completion rate and maintaining at least a 2.0 cumulative GPA) standards, as well as completion of a degree or certificate within 150% of normal time frame.

6) **STUDENT ENROLLMENT AND SUPPORT SERVICES**

Upon mutual agreement, the College will assist with enrollment at least once per semester for all students who are qualified and wish to enroll in academic dual credit courses. **Early College High School** students must meet the same requirements and pre-requisites as all College students for college classes. Academic placement is based on the College adopted TSI scores. **Early College High School** students are required to meet TSI requirements when changes to the exemption scores occur at the State or College level to comply with policy.

a) Student Eligibility

The College requires the School District to follow all College enrollment procedures and guidelines for dual credit students. All procedures and guidelines are outlined in the College's ***Dual Credit Programs Enrollment and Support Services Manual***. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

All students must meet dual credit admissions and eligibility requirements as outlined by the THECB laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85, and as stated in the College's ***Board TASB Policy FB: Admissions.*** The School District will work with the College to make certain all dual credit students are enrolled by the first day of class to help ensure student success and to comply with the College Dual Credit Programs Admission and Registration Timeline. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

High school students are eligible to participate in the Dual Credit Programs upon meeting the Texas Success Initiative (TSI) Assessment minimum passing scores established by the THECB and the College dual credit course pre-requisites as published in the College's ***Dual Credit Programs Enrollment and Support Services Manual***.

Dual credit students must comply with the College's Academic Progress Standards as outlined in ***Board TASB Policy EGA: Academic Achievement — Grading and Credit*** and ***Board Policy #3322***. Federal Financial Aid SAP requirements measure all students' GPA and progression regardless of whether they receive aid and these requirements are applicable to dual credit students who are still in high school.

b) Course Load

As stated in the College's ***Board Policy #3232 Dual Credit Student Eligibility Requirement***, dual credit students may not enroll in college-level courses until the Spring semester of their 9th grade, and then limited to no more than two (2) dual credit courses for that semester from an approved list of recommended courses. All 10th grade students will be limited to only two (2) dual credit courses per Fall and Spring semester. All 11th and 12th grade students should not exceed four (4) dual credit courses per Fall and Spring semesters**.** Summer session enrollment is limited to two (2) dual credit courses for Summer Term I/III and two (2) dual credit courses for Summer Term II.

Dual credit students shall be limited to courses within their declared major and corresponding degree plan. Students who declare a major leading to a Career Technical Education (CTE) certificate or Associate degree, may also enroll in academic dual credit courses, limited to English 1301, Mathematics/Natural Science Electives, Humanities Electives, Social and Behavioral Electives, and other Associate of Applied Science (AAS) Electives needed to complete their Certificate and/or AAS degree, while not exceeding the limitation on dual credit courses per semester described below. Students may attempt a maximum of 68 credit hours, with the exception of students pursuing the Associate of Science in Engineering. The Dual Credit Programs is subject to all applicable College policies and procedures.

Non-S Section Enrollment

Students who want to enroll in regular (non-S) section(s) must submit a request and be approved by the Dean of Dual Credit Programs and School District Partnerships. Students can only be enrolled in courses within their declared major. Any student approved to enroll in a regular (non-S) section(s) will not be assessed the independent student tuition and fee rates based on the Board Approved Tuition & Fee Schedule. Dual credit students who do not receive approval to enroll in a regular (non-S) section(s), may still enroll, but will be assessed the independent student tuition and fee based on the Board Approved Tuition & Fee Schedule.

Non-S section requests for 10 or more students in the same course type during the same semester will require an "S" section to be requested by the School District. Criteria are for "S" section designation available on the Dual Credit Programs Website, which includes the eligibility of enrollment of only 11th and 12th graders.

Dual Credit Sections
Dual credit sections assigned to an STC Faculty and/or Dual Credit Faculty must have a minimum of ten (10) students enrolled in Academic sections and seven (7) in Career Technical Education sections. Dual credit sections with fewer than the minimum enrollment will be canceled by the advertised semester deadline. Dual Credit Programs will work with the School District to determine options to combine dual credit courses with partnering School District's approval, if available.

Contingency of Enrollment
Enrollment in dual credit courses is contingent upon **Early College High School** students' maintaining scholastic progress standards as outlined in the College's Academic Catalog. The **Early College High School** principal's office and counseling center, working with the College's Dual Credit Programs will maintain a schedule of courses that will be offered to every cohort class for planning and advising and share information regarding student enrollment.

Student Attendance Policies
Early College High School students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency or inclement weather or when related to state-mandated assessment days), are in violation of the contract between **Early College High School**, the College, and the THECB.

c) Student Composition of Class
As outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85, the school district may not enroll both dual credit and non-dual credit students in the same section unless the development of a high school credit-only class is not financially viable for the high school and only under one of the following conditions:

i. If the course is required for completion under State Board of Education High School graduation requirements, and the school is otherwise unable to offer such a course.

ii. If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.

iii. If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

d) Collaboration and Outreach Efforts (G1)
The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, cost, and resources. Sessions are available throughout the academic year upon request by the School District. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the program the College's dual credit website.

e) Advising (G3)

The College and the School District offer college advising services for dual credit students and the College offers a College Advising Training Program for High School District Counselors.

i. Advising responsibilities by the College and School District are delineated below:
- Plan, schedule and offer advising and student support throughout the academic year;
- Offer orientations and advising sessions that increase student's college knowledge and resources for new and continuing dual credit students;
- Serve as the designated college support services staff for advising dual credit students.

ii. The School District will provide the following services and resources:
- Provide facilities such as classrooms, computer labs, auditoriums or settings that will allow for the College to provide one-to-one advising, online advising or group type advising;
- Provide equipment such as computer technology to facilitate advising or meetings.
- Include and invite additional high school staff or district administration to participate or attend scheduled meetings, trainings or sessions.

In active collaboration with the College, the School District shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019), which collectively address measures public institutions of higher education must take to facilitate successful transfer, academic progress, and timely graduation through, among other things, the filing of degree plans at certain milestones and the publication of course sequences. The College and the School District shall also take necessary actions to ensure compliance with any and all advising requirements of TX SB 1277 (2021), including but not limited to designating at least one employee from either institution to provide academic advising to any student who enrolls in a dual credit course before beginning the course.

f) Advising Students on Transferability and Applicability (G3)

The College will provide advising opportunities to students as to the transferability and applicability to baccalaureate degree plans of all college credit offered and earned.

g) Counseling and Student Accommodations

The College and the School District will adhere to Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008.

The School District will be responsible for implementing policies and procedures to enable students to identify disability needs and to provide academic accommodations for dual credit students. If the class is taught at the high school by a Dual Credit Faculty, the School District's high school will be responsible to provide the academic accommodations. If the class is taught by a STC Faculty at the high school, the College Counselor will coordinate academic accommodations with the high school's Special Education Counselor. Students are not eligible to receive and/or otherwise utilize Individual Education Plans (IEP's) in Dual Credit courses. All procedures and guidelines are outlined in the College ***Dual Credit Programs Enrollment and Support Services Manual***. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

h) Pathways Alignment (G2)
The College provides a comprehensive guide to the alignment of High School endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications.

i) *Transcription of Credit*
The College and the School District will enter and record into their respective transcripts all credits earned for dual credit courses for both college credit and high school credit upon the student completion of the requirements for each course.

j) Commencement Ceremonies
To become eligible to participate in the College Commencement Ceremonies held in May, December, or at such time determined by the Board of Trustees, dual credit students must be enrolled in all final coursework for their declared program and all coursework must be completed at the end of the semester of graduation. Dual Credit students who are eligible to participate cannot defer participation to a later Commencement Ceremony date. The College Registrar is the Graduation Determination Official and has the final authority to determine dual credit eligibility for graduation and ceremony participation. Dual credit students must meet all graduation requirements as outlined in College Policy to be eligible for graduation and participation in the Commencement Ceremonies.

k) Student Conduct
All students, including dual credit students, are subject to discipline and appropriate sanctions, ranging from verbal or written warning to suspension and expulsion from South Texas College and all related programing, under the South Texas College Student Handbook and Code of Student Conduct. The Code of Student Conduct is an articulation of South Texas College's commitment to maintaining an environment that recognizes and supports the rights of its students, while providing a guide for defining behaviors the College considers inappropriate. Procedures, including a list of violations, potential sanctions, and individual rights for each student, are listed in the South Texas College Student Handbook, Chapter 2, Code of Student Conduct. Dual credit students who receive a sanction of suspension or expulsion from the institution must be removed from the college course and placed in a high school credit course or a traditional high school setting by the School District; and in accordance with Texas State law shall have a transcript notation of suspension or expulsion placed on their official record. On request by the student, the College may remove the notation from the official transcript. Further, South Texas College reserves the right to refer cases to the Behavioral Intervention Team for review and threat assessment. An electronic copy of this Student Handbook and Code of Conduct may be accessed on following link: https://www.southtexascollege.edu/pdf/student_code_of_conduct.pdf

l) Student Complaints
The College's Grievance and/or Complaint procedures for handling student complaints regarding college courses are applicable to all students, including those enrolled in dual credit courses. Dual credit students who would like to submit reports or complaints shall adhere to College's **Board TASB Policy *FLD — Student Rights and Responsibilities: Student Complaints*** and follow the process and procedures as detailed in the College's Student Handbook and/or the Employee Handbook, depending on whether the report reports or complaint relates to another College student or College employee. Generally, students should report complaints relating to a Dual Credit course to the College. If the student chooses to report to the School District, the School District shall promptly report the matter

to the College. The College shall be responsible for implementing the College's Grievance and/or Complaint procedures only if the College has jurisdiction to do so including, but not limited to, jurisdiction over the educational program or activity, the complainant, and respondent.

Student reports and complaints alleging sex-based discrimination, harassment, domestic violence, dating violence, stalking, or other sexual misconduct in a Dual Credit course will be handled by the College in accordance with the policy and procedures outlined in College's ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence***. A student may report a grievance or compliant at the following link: https://www.southtexascollege.edu/report/index.html.

7) DATA SHARING

FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without requiring the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the College disclosed. The College and the School District are expected to meet FERPA requirements to maintain the privacy of student data.

The College will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide required data in a timely manner to our partners with a signed (IA). The School District shall provide a primary and secondary contact, at the School District and at each high school, to receive data via a secure process from the College. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any student level data received from the College shall not be shared outside the School District without prior authorization from the College.

The College partners may request data outside of the scheduled report distribution schedule provided:

- An (IA) has been executed and is active between the partner organization and the College
- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date

PLEASE NOTE: Requests are **NOT** guaranteed to be delivered by the requested delivery date and may be delayed depending on the data team's existing request volume. Requests will be prioritized depending on identified need.

Partners may submit an e-mail request for reports to: dcdatarequest@southtexascollege.edu

8) RECOGNITION OF HIGHER EDUCATION PARTNER

The School District, when reporting and publicizing high school *students' completion* of dual credit **hours earned, number of courses completed, course types**, **degrees**, or **certificates**, will recognize all Higher Education partners, including South Texas College. Furthermore, when the School District advertises and/or publicizes including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District will recognize South Texas College as its Higher Education partner. The following statement must be included in all the School District's publications and/or advertisements in regards to the Dual Credit Programs:

"[ISD name] saves families hundreds of thousands of dollars in tuition and fees by collaborating with South Texas College, our Higher Education partner, to offer college credit hours and college certificates and degrees.

In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the College's ***Branding, Marketing, and Advertising Guidelines for South Texas College Dual Credit Programs*** at www.southtexascollege.edu/go/dual-credit-marketing (see Exhibit A for Sample Recognition). Failure to follow this provision will result in a non-compliance notification as stated in Section 9 of this document.

9) ADMINISTRATION OF STATEWIDE INSTRUMENTS

Early College High School shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39. In addition **Early College High School** will administer a Texas Success Initiative (TSI) college placement exam to all incoming ninth (9^{th}) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and ready. Subsequent dates for TSI college placement exams will be scheduled and provided by **Early College High School.**

10) PROVISIONS FOR REVIEWING DATA FOR PROGRAM IMPROVEMENTS

School District and the College shall develop a plan for the evaluation of the Program to be completed each year based on the collection and review of data.

11) TITLE IX OF THE EDUCATION AMENDMENTS 1972

The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) and its implementing regulations as stated in the College's ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence*** and the School District Title IX policy in resolving incidents and complaints. An electronic copy of the College's Board Policy may be accessed on following link: https://admin.southtexascollege.edu/president/policies/pdf/4000/4216.pdf.

Title IX of the Education Amendments of 1972 (20 U.S.C. s1681 et seq) and it's implementing regulations, 34 C.F.R. Part 107 (Title IX) state: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

Title IX resources, policies, and procedures, including the names and contact information of the Title IX Coordinator and any Title IX Deputy Coordinators for the College are located at the following link: https://www.southtexascollege.edu/about/notices/title-ix.html.

Together with the execution of this IA, the School District will, by completing Exhibit C hereto, designate a specific School District official **who is trained to investigate and address matters relating to Title IX and civil rights issues, including but not limited to Title VI and Title VII of the Civil Rights Act,** to serve as the authorized liaison with the South Texas College Office of Human Resources and/or the Title IX Coordinator.

Pursuant to the following protocol, the School District and the College will work in a collaborative and timely manner in connection with any claims or investigations arising under Section 8 of the South Texas College Dual Credit Programs IA, Exhibit C.

B. Title IX Protocol

a) The College and the School District acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the School District to establish clarity and coordination with a set of consistent guidelines for each to follow. The general principle is one of establishing a nexus, and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties, in which case jurisdiction exists for both and in most cases will result in collaborative investigations and separate resolutions in accordance with the policies of each party. In all collaborative processes, the parties agree to share investigation-related information with each other to the extent permitted by law.

b) In any complaint where the law permits, the College and the School District agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

c) In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

d) Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party shall normally have primary jurisdiction over the complaint.

e) Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supportive measures to the complainant.

f) Where a party provides only instruction/credit for a course, and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

g) Where a party controls only the venue of a course, and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

h) Control:
    i. A party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course.

ii. A party who provides instruction in the venue of the other party does not control that venue.

i) Each party's employees are expected/encouraged to participate as witnesses in any resolution process, as necessary.

j) Student:
   i. A student enrolled in a dual-credit/early college course is a student of both parties, regardless of which party has the primary relationship with the student.
   ii. Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual-enrolled/participating in early college.

k) Imposing consequences on a respondent by two parties is appropriate when the student is enrolled within the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

l) Each course should clearly designate which party's educational program the course is part of, and/or whether more than one party is the sponsor/provider of a course.

12) NON-DISCRIMINATION

The College prohibits discrimination, including harassment, and sexual misconduct against any employee, applicant for employment, student or applicant for admission on the basis of any protected class or any other basis prohibited by law. Protected classes at the College include: race, color, national origin, religion, age, sex, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status or any other basis prohibited by law.

Discrimination is defined as prohibited conduct directed at an employee or student on the basis of race, color, national origin, religion, age, sex, including pregnancy and parental status, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status, or any other basis prohibited by law, that adversely affects the employee's employment or that adversely affects the student.

For more information, please visit College's ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence.***

13) DISCONTINUATION OF OPERATIONS

Should the School District or College elect to discontinue the operation of the **EARLY COLLEGE HIGH SCHOOL**, the provisions for serving the students will include the following:

a) Notification of the discontinuation of the operation should be communicated immediately to the partnering high school and College administration.
b) Based on the College's assessment, the last accepted cohort may be allowed to continue as designated until students phase out of the 12th grade.

While in the process of discontinuing operation, the Designated High School may not enroll any additional students in the designated program in grades that have been phased out. In addition,

while the designated school is in the process of discontinuing operation, the designated program must continue to meet all of the required design elements and provide full support for all students enrolled in the designated program as mandated by the Texas Education Agency and other regulating partners such as Educate Texas.

14) INTERLOCAL AGREEMENT(IA)

This IA may be amended by mutual written agreement of both parties.

The College and the School District reserve the right to terminate this IA, by notice from either party in accordance with this IA or by operation of law. The College or the School District may terminate the IA no fewer than ninety (90) days prior to end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or the School District Superintendent and personally delivered to the other party to this IA.

15) NOTIFICATIONS OF NON-COMPLIANCE AND TERMINIATION OF AGREEMENT

If a party fail to comply with any provision of this IA, the other party may issue a Notification of Non-Compliance (Notice). The Notice shall be in writing and shall describe in detail the nature of the alleged non-compliance. The Notice will be provided to the College President or to the School District Superintendent for review and action. Failure to correct any condition of non-compliance within ten (10) business days following receipt of the Notice may, at the option of the party which sent the Notice, result in termination of this IA at the end of the semester during which the Notice was sent. Any provision in this IA which requires performance by either party after the termination of this IA including, without limitation, confidentiality obligations, limitations of liability, and exclusions of damages, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this IA, shall be and remain enforceable after such termination of this IA for any reason whatsoever.

IN WITNESS THEREOF, the parties have duly approved this Interlocal Agreement, executed in duplicate originals on this ____ day of _____, 2024.

Dr. Ricardo J. Solis
President
South Texas College

Dr. René Gutierrez
Superintendent
McAllen ISD

Chairman, Board of Trustees
South Texas College

Sofia M. Peña
President, Board of Trustees
McAllen ISD

Approved as to form:

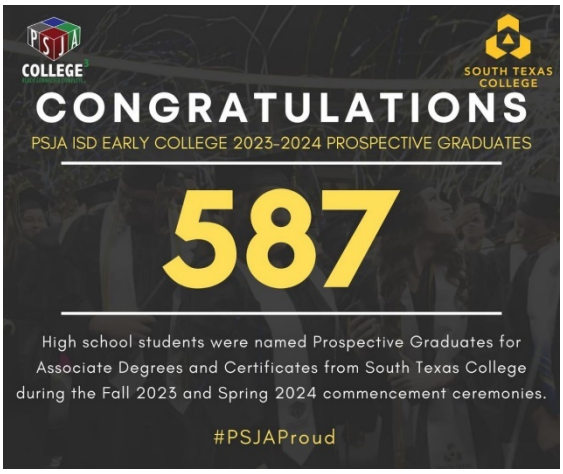
by JOHNATHAN BALL (Jul 29, 2024 09:33 CDT)
Johnathan Ball, Staff Attorney

Exhibit A
Sample Recognition

SOUTH TEXAS COLLEGE

Monte Alto ISD
2d ·

Congratulations to Myranda Garcia, Cristian Perez, Nathan Reyes, Anna Schuck, and Nicandro Torres who received their Associates Degree from South Texas College! We are so proud and can't wait to see what the future brings for these students!



Hidalgo Independent School District
28m ·

🎓🎉A huge CONGRATULATIONS to the graduating seniors of Hidalgo Early College High School for earning their associate's degree's and/or structural welding certifications from South Texas College before strutting across the HECHS stage! 🌟📘🎓 Here's to your remarkable achievements and the bright futures ahead! 🌟🎓

#HECHS #STCGraduates #DoubleDegrees #StructuralWeldingCertification #FutureLeaders #HidalgoISD #WeAreHidalgoISD #ThePlaceToBe

Sharyland ISD
May 17 ·

Congratulations to our two Diamondbacks that graduated with their Associates Degree from South Texas College on Friday, May 3rd. Both students were a part of the South Texas College Dual Enrollment Academy Programs.

Melissa Gonzales is a 2024 high school graduate, was in the Dual Enrollment Medical Science Academy, and has completed her Associates Degree in Biology with a cumulative GPA of 3.51.

Pedro Cordova is a 2024 high school graduate, was in the Dual Enrollment Business Administration Academy, and has completed his Associates Degree in Business Administration with a cumulative GPA of 3.40.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Interlocal Agreement No. 2025-071 Principal Agreement for Achieve Early College High School Dual Credit Programs 24-25 with South Texas College

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 6 - Future-Ready Students

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Achieve Early College High School ("AECHS") creates environments that empower students to seek higher education. The dual credit program increases students' options; meets the needs of the industry; and enhances lifelong learning.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The Agreement is a collaborative effort between the District and South Texas College to ensure that Achieve Early College High School Administrators are familiar with and abide by the provisions found in the South Texas College Dual Credit Programs Interlocal Agreement so dual credit students who are enrolled in college-level courses have a college level experience.

LEGAL REVIEW:

The Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Interlocal Agreement No. 2025-071 Principal Agreement for Achieve Early College High School Dual Credit Programs 24-25 with South Texas College for a period of one (1) year, beginning August 19, 2024 to August 19, 2025.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** _____

For further information contact:
Name: Mr. Miguel Carmona, Principal of Achieve Early College High School
Office: 956-971-4200
eMail: Miguel.Carmona2@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 5, 2024 16:54 CDT)

Superintendent of Schools

SOUTH TEXAS COLLEGE

Dual Credit Programs
PRINCIPAL AGREEMENT
For Dual Credit courses taught by South Texas College Faculty and Dual Credit Faculty

Name of ISD: McAllen Independent School District **Name of High School:** Achieve Early College High School

High School Administrators should be familiar with and abide by the provisions found in the South Texas College (STC) Dual Credit Programs Interlocal Agreement and in the ***Dual Credit Programs Instructional and Quality Standards Manual*.**

Fulfillment of the following College Policies and Procedures below will ensure that dual credit students who are enrolled in college-level courses have a college-level experience.

COLLEGE POLICIES & PROCEDURES

- **Academic Instructional Calendar:** Dual Credit courses must adhere to the College's Academic Instructional Calendar. Exceptions may be arranged through collaboration between the College and the School District Administrator.
- **Classroom & Teaching Environment:** In order for dual credit students to receive the appropriate college-level instruction, the School District Administrator will ensure:
    - Designate a classroom for the college dual credit courses;
    - Display the signs provided by the College outside of the classroom that indicates "College Course is in Session";
    - Assure no interruptions take place of the college dual credit course while in session, except for official business or emergencies. Removing students for high school activities should be avoided.
    - Ensure dual credit students receive their Textbooks and required Material/Consumables prior to the first-class day. Exceptions must be discussed with the Associate Vice President of Dual Credit Programs and the Department Chair.
    - Ensure that STC Faculty, Dual Credit Faculty, and dual credit students have appropriate access to all available instructional resources and essential technology;
        - Provide dual credit students with appropriate access to all available instructional resources and essential technology such as an electronic device, wireless technology, internet access, and a Webcam to access their dual credit course(s).
        - Permit support for dual credit students to download the Respondus Lockdown Browser (on the school computer or home computer);
        - Permit access to the College's electronic learning resources such as STC Library Research Database and Blackboard when the course is taught at the High School;
    - School District offering science or Career and Technical courses will meet all applicable laboratory safety standards and obtain and install all material/equipment required to meet such standards prior to first class day.
    - School District shall ensure proper maintenance of all lab material/equipment that is used for the College courses offered by the School District in a manner which complies with the College's program requirement.
    - Require Dual Credit Faculty to utilize the College's approved Learning Management System (Blackboard) for their dual credit course(s) for in-person and/or online instruction, grading, assessment, and communication purposes.

Grading Procedures: All Dual Credit Faculty will follow the College's Grading System as stated in the College's ***Board TASB Policy EGA — Academic Achievement: Grading and Credit***, as well as the grading criteria in the department's approved syllabus.

OVERSIGHT

The School District Administrator will ensure that the following requirements are met:

- **Enrollment Cap:** Adhere to the enrollment cap of 25 students for STC Faculty teaching at the High School campus.
- **Course Cancellations:** High School Campus **will not** cancel Dual Credit courses assigned to STC Faculty after August 5, 2024 (Fall 2024 semester), January 13, 2025 (Spring 2025 semester), May 19, 2025 (Summer I semester), and June 25, 2025 (Summer II). Should a School District cancel dual credit course(s) with an assigned College Faculty after the advertised deadline, a Late Dual Credit Section Cancellation Fee will be assessed.
- **Course Enrollment:** Dual credit courses assigned to a STC Faculty and/or Dual Credit Faculty must have a minimum of ten (10) students enrolled in Academic sections and seven (7) in Career & Technical Education sections.
- **Student Enrollment:** Ensure school district officials comply with the Dual Credit Programs enrollment deadlines, policies and procedures established by STC.
- **First Week Rosters:** Ensure that Dual Credit Faculty verify the *First Week Class Roster* to validate all dual credit students are enrolled and refer students not on the roster to the appropriate High School counselor. Any dual credit student not listed on the official 12th Day Verification Census Date Roster will be removed from the dual credit course.
- **Required Reports:** Dual Credit Faculty will submit all required reporting documents such as: roster verification, Starfish Early Alert System surveys, learning outcome results, syllabi/section outlines, and submission of grades by the deadlines set by the College.
- **Meeting Attendance:** Permit release time so all Dual Credit Faculty can attend required College departmental meetings and the two (2) required professional development days organized by STC held on the Saturday before each full semester begins.
- **Concerns/ Issues with Faculty:** Communicate concerns/issues in a timely manner regarding Dual Credit Faculty and/or STC Faculty to the Dean of Dual Credit Programs.
- **Instructor of Record:** Dual Credit Faculty assigned to teach an online dual credit course are charged with the duties and responsibilities of the instructor of record. As stated in ***Board TASB Policy EBA — Alternate Methods of Instruction: Distance Education*** , the instructor of record, not an assistant, is the one responsible for delivery of instruction and evaluation of student progress. All Dual Credit students shall be informed that they are able to access the online course at any time, not only during a designated time at the high school.
- **Dual Credit Faculty Absences:** Dual Credit Faculty are obligated to meet the required number of contact hours per semester. Therefore, excessive absences, dismissal of classes, and early release (except in emergency) are in violation of the contract between the Dual Credit Faculty member, STC and the Texas Higher Education Coordinating Board. Thus, any absences by the Dual Credit Faculty must be reported to their Program Chair to ensure meeting of required contact hours.
- **Student Withdrawals**: Students requesting to withdraw after Census Day must initiate the withdrawal process by sending a request to the Office of Admissions and Records. The student must submit a Schedule Change Form or email with instructor approval to the Office of Admissions and Records by the established deadline for withdrawals. Requests may be submitted in person or emailed to admissions@southtexascollege.edu

In support of the partnership between STC and School District, STC Faculty teaching dual credit courses will:

- Contact the school when planning to be absent or delayed to class;
- Allow students to be absent for school-required state exams without penalty;
- Not remove/drop any student from the course without notifying a school official;

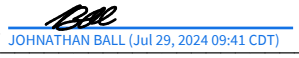
- Implement and utilize Starfish Early Alert for student retention and success:
    - Fall 2024 and Spring 2025: First Week Attendance Verification, and two Progress Surveys (Weeks 5-6 & Weeks 11-12)
    - Summer 2025: First Week Attendance Verification, and one Progress Survey (Week 3)
- A numeric grade based on a standard 100-point scale will be provided by STC Faculty, upon the School District's request. Such request must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week; and
- Provide critical student information when needed for high school reporting as allowed by FERPA rules and as stated in the Guidance Letter for Reporting Requirements as published in the ***Dual Credit Programs Instructional and Quality Standards Manual*.**

Signature of Principal **Date**	**Dr. Rebecca De Leon, AVP** **Date**
Miguel Carmona	

_____
Dr. René Gutiérrez
Superintendent
McAllen ISD

_____
Sofia M. Peña
President, Board of Trustees
McAllen ISD

Approved as to form:

by 

Johnathan Ball, Staff Attorney

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action of Interlocal Cooperation Contract No. 2025-057 College Awareness with The University of Texas Rio Grande Valley AmeriCorps Program.

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The AmeriCorps Program ("Program"), through The University of Texas Rio Grande Valley ("UTRGV"), helps promote college awareness at the high school level. UTRGV Program have been collaborating with District since 2016.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The UTRGV students ("Members") enrolled in the Program will assist high school seniors and their parents with various steps of the college application process, including guidance with searching and applying for financial aid and scholarships; and supporting students as they make the transition form high school to a college or university. The Service will be provided by Program members at each high school.

LEGAL REVIEW:

The Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve Interlocal Cooperation Contract No. 2025-057 College Awareness with The University of Texas Rio Grande Valley AmeriCorps Program for a term of nine (9) months, beginning September 3, 2024 through June 30, 2025.

Attachment: ☑

SUBMITTED BY: Norma Cabrera (Aug 2, 2024 11:03 CDT)

SUPERVISOR:

For further information contact:
Name: Ms. Norma Cabrera, Director of College, Career, and Counseling
Office: 956-618-6098
eMail: norma.cabrera@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 6, 2024 15:59 CDT)

Superintendent of Schools

Docusign Envelope ID: 0AB30A6C-CB7C-40D5-A19A-CD12EC649EDD

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this "**Contract**") is entered into effective September 3, 2024 ("**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 Party: **McAllen Independent School District (McAllen ISD),** a local entity of the State of Texas.

Performing Party: **University of Texas Rio Grande Valley (UTRGV),** an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to promote college awareness (**the "Project"**). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services ("**services**"):

- Assign AmeriCorps members for academic year (2024-2025) to a designated Lab or Go-Center for academic engagement activities to promote college awareness and participate among students and parents providing a maximum of 20 to 25 hours of service per week, over a 9-month period.
- Train members on how to spread the college-going message among students and parents that college is affordable, possible, and desirable.
- Recruit, screen, deploy, and monitor AmeriCorps members to assist students at the lab assigned by the high school.
- Oversee student (member) academic progress; assist with postsecondary matriculation decisions and processes. Additional daily tasks will include facilitating the enrollment process to any university of their choice. (Admissions, Testing, Financial Aid, Advising, Registration, and Orientation).
- UTRGV agrees to provide to the District the names, social security numbers and dates of birth of any employee of UTRGV or AmeriCorps that will be provided access to District campuses and contact with students. This information shall be used for the sole purpose of conducting a criminal record check of the UTRGV or AmeriCorps member as provided by District policy (Legal) and Section 22.083(b) of the Texas Education Code. Alternatively, UTRGV or AmeriCorps may provide proof or certification, satisfactory to the District, of a criminal record check of the UTRGV or AmeriCorps employee that was conducted within the preceding twelve (12) month period. The District at its sole discretion shall determine if the UTRGV or AmeriCorps employee clears the criminal record check.
- Monitor the activities of the project through monthly reports from members and report to the AmeriCorps Agency.
- MISD acknowledges that as a service provider under agreement with MISD that UTRGV or AmeriCorps has a legitimate educational interest in the student data and information contained in the educational records provided to them in the execution of providing services to the District. UTRGV or AmeriCorps agrees to keep confidential all educational records obtained by them and to comply with the Family Educational Rights and Privacy

Docusign Envelope ID: 0AB30A6C-CB7C-40D5-A19A-CD12EC649EDD

Act (FERPA) (20 U.S.C. § 1232g;34 CFR Part 99). Disclosure to third parties by UTRGV or AmeriCorps shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s).

Receiving Party will be performing the following services:

- Establish a permanent physical location for the UTRGV AmeriCorps program. Members and students must have uninterrupted accessibility to computers and internet access, a Lab or Go-Center is a preferred location; the lab is required to have a minimum of eight computers.
- Provide Alpha Roster, including academic ranking from last academic year to AmeriCorps program members that will be kept at a secure place within the lab and will not be taken out of the school.
- Select students to be a part of the AmeriCorps program and must be allowed to meet twice a week with AmeriCorps members, except when state mandated exams are taking place.
- High School will need to provide a system in which students will be called out of their elective periods.
- Encourage the establishment of a student-led center in a classroom or lab to maximize a college going culture.
- Designate an adult sponsor to oversee the operation and supervision of the AmeriCorps members. This sponsor must either be a school employee or someone authorized by the school to have access to students and school facilities (such as a counselor).
- Display college readiness materials including FAFSA forms, Apply Texas Applications, community college applications and other items.
- Encourage teachers and students to use the UTRGV AmeriCorps Lab and infuse curriculum with activities that foster an expectation of college attendance (i.e., reinforcing the knowledge that a postsecondary education is affordable and possible, and the belief that it is desirable).

The Go Center Sponsor will:

- Communicate regularly with UTRGV AmeriCorps Program Director, or other designated program staff to provide feedback on UTRGV AmeriCorps program.
- Provide assistance to the UTRGV AmeriCorps members in their daily activities.
- Create awareness about the services offered by the program to all high school staff and community.
- Provide daily supervision of the UTRGV AmeriCorps members.

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 under authority granted in Chapter 79 *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Docusign Envelope ID: 0AB30A6C-CB7C-40D5-A19A-CD12EC649EDD

TERM:

The participating parties agree to the terms outlined above for the duration of the academic year 2024-2025

NOTICES:

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or 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 Receiving Party: McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
Attention : Dr. Rene Gutierrez

with copy to: McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
Email : norma.cabrera@mcallenisd.net
Attention: Norma Cabrera

If to Performing Party: University of Texas Rio Grande Valley
701 E. Expressway 83, MRIOB 6.676
McAllen, Texas 78501
Attention: Mr. Michael Mueller

with copy to: University of Texas Rio Grande Valley
1201 W University Drive, ESSBL 3.104
Edinburg, Texas 785439
Attention: Dr. Magdalena Hinojosa

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

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

McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
Email: rene.gutierrez@mcallenisd.net
Attention: Dr. Rene Gutierrez

Docusign Envelope ID: 0AB30A6C-CB7C-40D5-A19A-CD12EC649EDD

with copy to: McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
Email : norma.cabrera@mcallenisd.net
Attention : Norma Cabrera

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

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

Either party may terminate this Contract without cause on thirty (30) days written notice to the other party.

OTHER PROVISIONS:

Access by Individuals with Disabilities. Performing Party represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to Receiving Party under this Contract (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Performing Party becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants that it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Performing Party is unable to do so, then Receiving Party may terminate this Contract and Performing Party will refund to Receiving Party all amounts Receiving Party has paid under this Contract within thirty (30) days after the termination date. Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third party testing resources as required by Title 1, Rule §213.38(g) of the *Texas Administrative Code*.

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.

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds

Docusign Envelope ID: 0AB30A6C-CB7C-40D5-A19A-CD12EC649EDD

pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

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

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

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

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

RECEIVING PARTY:

McAllen Independent School District

By: _____

Name: Sofia M. Peña

Title: Board of Trustees President

Date: _____

PERFORMING PARTY:

University of Texas Rio Grande Valley

By: DocuSigned by: Magdalena Hinojosa 1D0F8BB052F94BF...

Name: Dr. Magdalena Hinojosa

Title: Senior Vice President for Strategic Enrollment and Student Affairs

Date: 7/17/2024

By: DocuSigned by: 11C5433E36F7448...

Name: Mr. Michael Mueller

Title: Executive Vice President for Finance and Business Affairs and CFO

Date: 7/18/2024

APPROVED AS TO FORM:

By: _____

Johnathan Ball, Staff Attorney

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Memorandum of Agreement No. 2025-056 EdSpire Accountability & Instructional Software Modules with Region One Education Service Center

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The purpose of the Memorandum of Agreement between Region One Education Service Center ("Region One ESC") and McAllen Independent School District ("District") is to utilize Edspire Accountability & Instructional Software Modules. EdSpire offers districts advanced reports derived form local benchmarks and state assessments, providing deeper insights into performance levels and item analysis. These interactive reports enable teachers to differentiate instruction effectively, utilizing STAAR released items and state resources like Performance Level Descriptors. Additionally, EdSpire helps districts track Texas Success Initiative ("TSI") scores, automatically syncing the data and creating TSI dashboards that facilitate informed decision-making at both the teacher and student level.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Region One ESC provides EdSpire via hosted online subscription to assist the District in tracking, storing, monitoring, reporting and organizing student performance data and organizing student and teacher progress.

LEGAL REVIEW:

Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Funds for these services are budgeted through the General Fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Agreement No. 2025-056 EdSpire Accountability & Instructional Software Modules with Region One Education Service Center for a period of one (1) year, beginning September 1, 2024 through August 31, 2025.

Attachment: ☑

SUBMITTED BY: _____

SUPERVISOR: Jeanette Nino (Aug 5, 2024 11:39 CDT)

For further information contact:
Name: Mrs. 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 (Aug 5, 2024 14:17 CDT)

Superintendent of Schools

Region One Education Service Center
1900 W. Schunior, Edinburg, TX 78541 ◆ Ph (956) 984-6000 ◆ Fax (956) 984-7655

Daniel P. King, Ph.D.
Executive Director

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

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

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

WITNESSETH:

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

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

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

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

Term of Contract:

The term of the agreement is <<09/01/2024>> to <<08/31/2025>>

2. Termination of the Contract:

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

3. Role of Region One ESC:

Scope of work:

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

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

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

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

4. Role of Participating District:

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

5. Costs:

District will be invoiced on an annual basis.

Annual Subscription Breakdown

Web-based Applications (2024-25)

Please check the desired products and services.

Chore Packages		
Yes ☑ No ☐	Accountability $750 per campus (29)	$21,750
Yes ☑ No ☐	Instructional $750 per campus (29)	$21,750
Addon Packages		
Yes ☐ No ☑	TAG* $700 per campus that	$0
Yes ☐ No ☑	Goal Setting Engine - $250 per campus	$0
Yes ☐ No ☑	HB 1416 Tracking - $250 per campus	$0
Yes ☐ No ☑	Group Sharing - $250 per campus	$0
Yes ☐ No ☑	Assessment Design Lab - $2,000 per district	$0
Per Student Services		
Yes ☐ No ☑	TSI/ACT/SAT/AP Tracker* ($2*6690)	$0
	EdSpire Annual Subcription Fee:	$43,500
	Total 2024-25 Fee:	$43,500

6. Limitation of Liability:

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

Authorization	
McAllen ISD	**Region One ESC**
Superintendent or Designee Signature	**Signature**
Name: Sofia M. Peña	**Name:** Dr. Daniel King
Title: Board of Trustees, President	**Title:** Executive Director
Date:	**Date:**
Email: sofia.pena1@mcallenisd.net	**Email:** dking@esc1.net
Phone: (956) 618-6000	**Phone: (956)984-6001**
Contact Person: Jeanette Nino	

Approved as to form:

by JOHNATHAN BALL (Aug 2, 2024 09:54 CDT)
Johnathan Ball, Staff Attorney

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1022 Career and Technology Education Instructional Supplies, Materials, Equipment and Related Services (Round 7 and 8)

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 career and technology instructional supplies, materials, equipment, and related 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' ("Board") approval. Fifty-nine (59) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Two thousand, nine hundred thirty-five (2,935) vendors were invited to submit proposals, and fifty-eight (58) vendors responded, including thirty-seven (37) no-bid responses, two (2) previously awarded, and one (1) non-responsive. The evaluation committee comprised of Leo Saenz, Director of Career Technical Education; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Liz Montes, Senior Buyer, evaluated the proposals. Administration is recommending that the eighteen (18) vendors on the attached list be awarded, for a total of seventy-seven (77) 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. 2024-1022 Career and Technical Education Instructional Supplies, Materials, Equipment and Related Services (Round 7 and 8), and award vendors on the attached list, for a coterminous term through June 30, 2027.

Attachment: ☑

SUBMITTED BY: Leo Saenz

SUPERVISOR: Rosalba De Hoyos

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

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 5, 2024 08:21 CDT)

Superintendent of Schools

RECOMMENDED VENDORS
Request for Proposal No. 2024-1022
Career and Technology Education Instructional Supplies, Materials,
Equipment and Related Services (Round 7 and 8)

NO.	VENDOR NAME	CITY	STATE	RECOMMENDATION
1	Airgas, Inc. dba Airgas USA, LLC	McAllen	TX	Recommended
2	Against The Clock, Inc.	Saint Petersburg	FL	Recommended
3	Audio Resource Group, Inc. dba Audio Resource Group	West Fargo	ND	Recommended
4	Barnes and Noble Booksellers Inc.	New York	NY	Recommended
5	Burton Companies, LLC	Weslaco	TX	Recommended
6	Cengage Learning, Inc	Mason	OH	Recommended
7	CEV Multimedia, LLC	Lubbock	TX	Recommended
8	DBN Enterprise, Inc. dba E-Clips USA	Westampton	NJ	Recommended
9	Eric Armin Inc. dba EAI Education	Oakland	NJ	Recommended
10	Fun and Function LLC	Merion Station	PA	Recommended
11	HiEd Inc.	Allen	TX	Recommended
12	Howard Industries, Inc. Howard Technology Solutions	Laurel	MS	Recommended
13	Huntington Sky Production, LTD dba Fastsigns	McAllen	TX	Recommended
14	Natividad Guerrero dba Guerrero's Security Training	McAllen	TX	Recommended
15	Pocket Nurse Enterprises, LLC	Monaca	PA	Recommended
16	Realityworks, Inc.	Eau Claire	WI	Recommended
17	School Specialty, LLC	Greenville	WI	Recommended
18	Micheal Edmond Gray dba Rolling Hills Publishing, LLC.	Ozark	MO	Recommended

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2022-1038 Special Education Equipment, Supplies, Services, and Related Products (Round 20)

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 special education equipment, supplies, services, and related products. 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. Fifty-three (53) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Three hundred fifteen (315) vendors were invited to submit proposals, and twenty-three (23) vendors responded, including eight (8) no-bid responses and two (2) previously awarded. The evaluation committee, comprised of Maribelle Elizondo, Executive Director for Special Education; Liza Lara, Director of Regional Day School Program for the Deaf; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Carol Quintanilla, Senior Buyer evaluated the proposals. Administration is recommending that the thirteen (13) companies listed on the attached list be approved as qualified vendors, for a total of sixty-six (66) 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. 2022-1038 Special Education Equipment, Supplies, Services, and Related Products (Round 20), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2025.

Attachment: ☑

SUBMITTED BY: Maribelle Elizondo (Aug 2, 2024 18:12 CDT)

SUPERVISOR:

For further information contact:
Name: Mrs. Maribelle Elizondo, Executive Director for Special Education
Office: 956-632-3285
email: maribelle.elizondo@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 5, 2024 14:59 CDT)

Superintendent of Schools

RECOMMENDED VENDORS

Request for Proposal No. 2022-1038

Special Education Equipment, Supplies, Services, and Related Products (Round 20)

No.	Vendor Name	City	State	Recommendation
1	Advanced Exercise (Advanced Healthstyles Fitness Equipment, Inc.)	Littleton	CO	Recommended
2	AiSYS Consulting	McAllen	TX	Recommended
3	Amplio Learning Technologies	Middletown	DE	Recommended
4	Axiom Learning, Inc.	Clyde Hill	WA	Recommended
5	Candor Consulting and Diagnostics, LLC	Belton	TX	Recommended
6	Hummingbird Speech Services (Amaris Contreras)	McAllen	TX	Recommended
7	K12 Sign Language Solutions LLC dba LAF Sign Language Solutions	Wilmington	NC	Recommended
8	NCS Pearson, Inc., through its Clinical Assessment business (NCS Pearson, Inc.)	Bloomington	MN	Recommended
9	Saddleback Educational, Inc.	Pasadena	CA	Recommended
10	SanJae Educational Resources, Inc.	Loxahatchee	FL	Recommended
11	Specialized Assessment & Consulting, LLC dba Specialized Assessment & Consulting	Cypress	TX	Recommended
12	Summit Health Services, LLC (Alejandra Quiroga)	McAllen	TX	Recommended
13	Therapro, Inc.	Framingham,	MA	Recommended

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1023 Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants, and Rentals (Round 7 & Round 8)

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District solicited proposals for catering, entertainment, field trips, fundraising, food, restaurants, and rentals. 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' ("Board") approval. Thirty-three (33) vendors were previously awarded through this RFP.

Six hundred ninety (690) vendors were invited to submit proposals, and twenty-eight (28) vendors responded, including seven (7) no-bid responses, one (1) previously awarded vendor and one (1) previously awarded vendor with changes. The evaluation committee, comprised of Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Krystal Mercado, Senior Buyer evaluated the proposals. Administration is recommending that the nineteen (19) vendors listed on the attached list be awarded for a total of fifty-two (52) vendors, on this RFP.

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. 2024-1023 Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants, and Rentals (Round 7 & Round 8), and award vendors on the attached list, for a coterminous term through June 30, 2027.

Attachment: ☑

SUBMITTED BY: Laura Williams
Laura Williams (Aug 7, 2024 08:27 CDT)

SUPERVISOR: Lorena Garcia

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 (Aug 7, 2024 11:19 CDT)

Superintendent of Schools

RECOMMENDED VENDORS

Request for Proposal No. 2024-1023

Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants, and Rentals (Round 7 & 8)

No.	Vendor	City	State	Recommendation
1	Campos Café & Catering LLC	Edinburg	TX	Recommended
2	Chick-fil-A 27th & Nolana (Magdaleno Group, LLC)	McAllen	TX	Recommended
3	Chick-fil A Sharyland Towne Crossing (Teodoro Venecia Jr.)	Mission	TX	Recommended
4	Dairy Queen (Lynn Lee, Inc.)	Pharr	TX	Recommended
5	EF Institute for Cultural Exchange, Inc.	Cambridge	MA	Recommended
6	Fazolis (Kennmadd Restaurant Group LLC)	Pharr	TX	Recommended
7	Freedom Fundraising (Old Fashion Candy Co, Inc.)	Chandler	IN	Recommended
8	Green Light Group Tours (Grand Fund, Inc.)	Saint Augustine	FL	Recommended
9	Koko's Uptown Café (Koko's Suarez, LLC)	McAllen	TX	Recommended
10	Ms. G's Tacos n, More Inc.	McAllen	TX	Recommended
11	Rasing Cane's Restaurants, LLC	McAllen	TX	Recommended
12	Rebecca's Mexican Restaurant & Catering (EOAR, LLC)	McAllen	TX	Recommended
13	RGV Yard Cards, LLC	McAllen	TX	Recommended
14	Rocky Mountain Chocolate Factory McAllen (VLB, LLC)	McAllen	TX	Recommended
15	Romano's Macaroni Grill (Pasta Ventures LTD)	McAllen	TX	Recommended
16	Scholotzsky's (Lotzapan, LLC)	Pharr	TX	Recommended
17	Strawbridge Studios, Inc.	Durham	NC	Recommended
18	Texas First Rentals, LLC	San Antonio	TX	Recommended
19	The Dolly Llama (D & A Deserts)	McAllen	TX	Recommended

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Educational Program Affiliation Agreement No. 2025-059 Principal Practicum with The University of Texas Rio Grande Valley

REFERENCE: Goal 2- People Development Strategy 5: Partnerships With Business/Civic/Education Organizations

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District partners with The University of Texas Rio Grande Valley ("UTRGV") to provide select university students with an educational experience in Principal Certification .

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The District and UTRGV will establish and implement a principal practicum program involving the students and personnel of UTRGV and the facilities and personnel of the District. The District will provide the equipment, supplies, qualified personnel, and supervised access to university students required for the experience related activities of the program.

LEGAL REVIEW:

Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

There are no costs associated with this agreement.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Educational Program Affiliation Agreement No. 2025-059 Principal Practicum with The University of Texas Rio Grande Valley for a term of three (3) years from September 1, 2024 through September 1, 2027.

Attachment: ☑

SUBMITTED BY: Alberto Canales (Aug 6, 2024 19:35 CDT)

SUPERVISOR: Lorena Garcia (Aug 6, 2024 19:36 CDT)

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

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 7, 2024 08:16 CDT)

Superintendent of Schools

EDUCATIONAL PROGRAM AFFILIATION AGREEMENT

This agreement, effective the 1st day of September 2024, is between The University of Texas Rio Grande Valley, ("University"), a component institution of The University of Texas System, ("System"), and MCALLEN INDEPENDENT SCHOOL DISTRICT ("Facility"), a facility having its principal office at 2020 TAMARACK AVE. MCALLEN, TX 78501, State of TEXAS.

Recitals

A. Facility operates facilities located at 2020 TAMARACK AVE. in the City of MCALLEN, State of TEXAS, and therein provides EDUCATIONAL services.

B. University provides academic courses that prepare students to work in such services, and desires to provide students in PRINCIPAL CERTIFICATION courses with practical educational experience by utilizing appropriate facilities and personnel of third parties.

C. Facility desires to cooperate with University to establish and implement a program involving the students and personnel of University and the facilities and personnel of Facility.

Agreement

NOW THEREFORE, in consideration of the mutual promises herein, University and Facility agree to establish and implement a practicum experience for students in the University's PRINCIPAL CERTIFICATION covered by and subject to the following terms and conditions.

1. PROGRAM. The parties will design an educational experience in PRINCIPAL CERTIFICATION ("Program") for University students utilizing the personnel, equipment, and facilities of Facility.

a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.

b. The Program will be reviewed periodically by the Facility Liaison and University Representative and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.

c. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of University personnel or Facility personnel who are licensed or otherwise qualified to perform such services.

2. UNIVERSITY OBLIGATIONS.

a. Designate a member of the University faculty ("University Representative") to coordinate the educational experience of students participating in the Program with an individual designated by the Facility to work with the University in furtherance of the

Program ("Facility Liaison"). University shall give Facility written notice of the name of the University Representative.

b. Furnish Facility with the names of the students assigned by University to participate in the Program;

c. Assure that all students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.

d. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students.

e. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.

f. Inform all University students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.

g. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.

h. Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.

3. FACILITY OBLIGATIONS.

a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Program.

b. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program.

c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.

d. Assume sole responsibility for the quality of patient or client care.

e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility.

f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.

g. Comply with all applicable requirements of the authority responsible for accreditation of University's curriculum and permit such authority to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience.

h. Appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:

i. Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least 30 days prior to the date the appointment is to become effective.
ii. University shall notify Facility of University's approval or disapproval of such person within 10 days after receipt of such notice.
iii. No person shall act as Facility Liaison without the prior written approval of University.
iv. In the event the Facility Liaison approved by University later becomes unacceptable and University so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in this paragraph.

4. GENERAL PROVISIONS.

a. *Term and termination*. The initial Program shall begin on SEPTEMBER 1, 2024, and end on SEPTEMBER 1, 2027. Subsequent Programs shall begin and end on dates determined by written agreement of Facility Liaison and University Representative. Either party may terminate this Program Agreement effective with the end of a Program by giving thirty (30) days written notice to the other party.

b. *Student obligations.* University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.

c. *Entire Agreement.* This Agreement constitutes the entire agreements between the parties with respect to the subject matter hereof and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of this Agreement. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.

d. *Discrimination prohibited*. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

e. *Notices***.** All notices under this Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.

f. *Oral Representations.* No oral representations of any officer, agent, or employee of Facility, University, or System shall affect or modify any obligations of either party under this Agreement.

g. *Amendment to Agreement.* No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

h. *Assignment.* This Agreement may not be assigned by either party without prior written approval of the other party.

i. *Performance.* A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder or give rise to any claim for damages.

j. *Applicable Law.* The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Texas.

k. *FERPA.* For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records is required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

l. *HIPAA.* The parties agree that:

a. the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996, of 1996 as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Privacy, Security and Breach Notification Regulations at 45 CFR §§ 160 and 164 (hereinafter collectively, "HIPAA") and subject to 45 CFR Parts 160 and 164 ("the HIPAA Administrative Simplification Regulations");

b. to the extent that University students are participating in the Program and University faculty members are providing supervision at the Facility as part of the Program, such students and faculty members shall:

i. be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Facility;

ii. receive training by the Facility on, and subject to compliance with, all of Facility's privacy policies adopted pursuant to the HIPAA Privacy Regulations; and

c. not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student accessed through Program participation or a faculty member accessed through the provision of supervision at the Facility that has not first been de-identified as provided in 45 CFR §164.514(a);

d. University will never access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a student or faculty member who is acting as a part of the Facility's workforce as set forth in paragraph 15.b. of this Agreement or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and

e. no services are being provided to the Facility by the University pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

THE UNIVERSITY OF TEXAS
RIO GRANDE VALLEY:

By: _____
Luis H. Zayas, Ph.D
Provost and Senior Vice President for Academic Affairs

Date: _____

By: _____
Dr. Christine Shupala
Associate Vice President for Institutional Accreditation, Program Development, and Analysis

MCALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Sofia M. Pena
Board of Trustees President

Date: _____

Approved as to form:

By: JOHNATHAN BALL (Aug 6, 2024 08:39 CDT)
Johnathan Ball, Staff Attorney

UTRGV CONTRACT ID: _____

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Report Regarding Interlocal Cooperative Agreement No. 2020-001 OMNIA Partners

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

OMNIA Partners ("OMNIA") is a customized electronic purchasing system which is administered through the Local Government Purchasing Cooperative ("Agency"). The Agency was created in accordance with Section 791.001 of the Texas Government Code. It's purpose is to provide efficiencies for members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services. Membership is free and the McAllen Independent School District ("District") benefits from the Purchasing Cooperatives as additional resources.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The District utilizes the contracts available through Purchasing Cooperatives as an additional resource for the acquisition of goods and services for students and staff on an as-needed basis. Additionally, in accordance with Texas Education Code, Chapter 44, Section 44.0331 - Management Fees Under Certain Cooperative Purchasing Contracts, a school district is required to report fees, including management fees, paid by or to the District through Interlocal Cooperative Agreements.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

The District received $45,606.60 last year in rebates through OMNIA.

RECOMMENDED BOARD ACTION:

This item is for informational purposes.

Attachment: ☐

SUBMITTED BY: Laura Williams (Aug 5, 2024 14:01 CDT)

SUPERVISOR: Lorena Garcia

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 (Aug 5, 2024 16:50 CDT)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 8)

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

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. Fifty-one (51) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Three hundred sixty-seven (367) vendors were invited to submit proposals, and twenty-six (26) vendors responded, including one (1) no-bid response, three (3) non-responsive, and five (5) previously awarded (with no changes). The evaluation committee, comprised of Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Carol Quintanilla, Senior Buyer, evaluated the proposals. Administration is recommending that the seventeen (17) companies listed on the attached list be approved as qualified vendors, for a total of sixty-eight (68) vendors.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for these services have been 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 8), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2027.

Attachment: ☑

SUBMITTED BY: Laura Williams
Laura Williams (Aug 5, 2024 14:01 CDT)

SUPERVISOR: Lorena Garcia

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 (Aug 5, 2024 16:48 CDT)

Superintendent of Schools

RECOMMENDED VENDORS

Request for Proposal ("RFP") 2024-1021

Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 8)

No.	Responding Supplier	City	State	Recommendation
1	1,2,3 Screen Printing, LLC (Hiram Cisneros)	Mission	TX	Recommended
2	America Team Sports	Richardson	TX	Recommended
3	AWARDS BY WILSON.com (WILSON AWARDS)	Fort Worth	TX	Recommended
4	Big Hit Creative Group (Big Hit Productions, Inc.)	Garland	TX	Recommended
5	BLUE RIBBON STYLES	ROXBORO	NC	Recommended
6	Duratex Apparel (international apparel warehouse inc)	Pharr	TX	Recommended
7	FasClampitt Paper Company (Clampitt Paper Co. of San Antonio)	McAllen	TX	Recommended
8	Gandy Ink (G & G Investments)	SAN ANGELO	TX	Recommended
9	GRANDE VALLE APPAREL (ADAN MARTINEZ)	SAN BENITO	TX	Recommended
10	Gulf Coast Trophies, LLC	Pasadena	TX	Recommended
11	HDL PROMOS LLC	WESLACO	TX	Recommended
12	Herff Jones (Luis J. Garza)	McAllen	TX	Recommended
13	JAYCO INK	McAllen	TX	Recommended
14	K.C. Ad Specialties, Inc.	McAllen	TX	Recommended
15	Music in Motion Inc.	Plano	TX	Recommended
16	Proforma Diversified Corporate Solutions (Ostos LLC)	Austin	TX	Recommended
17	T9 Sports (Venustiano Martinez)	Laguna Vista	TX	Recommended

McALLEN INDEPENDENT SCHOOL DISTRICT

☐ **State Adopted Material** *(Out of Adoption/Expired)*
☑ **State Adopted** *(Still under Adoption)*
☑ **District/Local Funds** *(No longer used as part of curriculum)*

DEPARTMENT/CAMPUS	DATE
Instructional Materials	August 13, 2024
REQUESTED BY	TELEPHONE NO. (956)-
Angela Allen	956-657-2843

All worn out materials may be sold for recycling when the district declares them unsuitable for student use; however, they may also be sold to a reseller that will re-bind the worn out materials and make them suitable for classroom use. *Campuses must first consider the implications for selling or disposing of their instructional materials*

Districts are not required to report any items that were purchased with local funds or report free materials (ancillaries) sent by publishers directly to the district or charter school. For technological equipment, districts are only required to report equipment purchased through their IMA.

Surplus Instructional Materials

	ISBN	Title	Excellent	Usable	Damaged	QTY	Unit Price	Extended Amount
1	9780618765973	Avancemos Cuaderno L1B	☐	☒	☐	5540		
2	9780618765966	Avancemos Cuaderno L1A	☐	☒	☐	5882		
3			☐	☐	☐			
4			☐	☐	☐			
5			☐	☐	☐			
6			☐	☐	☐			
7			☐	☐	☐			
8			☐	☐	☐			
9			☐	☐	☐			
10			☐	☐	☐			
11			☐	☐	☐			
12			☐	☐	☐			
13			☐	☐	☐			
14			☐	☐	☐			
15			☐	☐	☐			

Total # of **BOXES:**
Total # of **PALLETS:** 7

Material must be properly boxed or neatly stacked on pallets (5 - Spine-IN / 5 - Spine-OUT) and organized by title and grade level.

For Office Use Only

Transfer to: _____ Date Assigned: _____

Transferred by: _____ Date of Transfer: _____

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on the Disposal of Middle School Spanish Instructional Materials through Auction

REFERENCE: Goal 4: Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

According to CMD (LEGAL), "The board shall determine how the district will dispose of discontinued printed instructional materials, electronic instructional materials, and technological equipment. The board may dispose of printed instructional material before the date the instructional material is discontinued for use in the public schools by the SBOE if the board determines that the instructional material is not needed by the district and the board does not reasonably expect that the instructional material will be needed. Districts are not required to report the loss or sale of non-adopted materials (including out-of-adoption materials) or adopted or non-adopted materials purchased through the disbursement process."

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The Middle School Spanish workbooks are no longer in use at middle school campuses since Spanish is no longer offered as a course. A complete listing of Spanish workbooks is being submitted for review.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funding for the Spanish instructional materials was provided by Instructional Materials Allotment. Therefore, any funds received by the district from a sale must be provided to Instructional Materials for the purchase of other resources.

RECOMMENDED BOARD ACTION:

The district recommends that the Board of Trustees approve the Disposal of Middle School Spanish Instructional Materials through Auction.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Lorena Garcia

For further information contact:
Name: Angela Allen
Office: 956-657-2843
Email: angela.allen@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 7, 2024 08:49 CDT)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Disposal of Out-of-Adoption Science Instructional Materials through Recycling

REFERENCE: Goal 4: Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

According to CMD (LEGAL), "The board shall determine how the district will dispose of discontinued printed instructional materials, electronic instructional materials, and technological equipment. The board may dispose of printed instructional material before the date the instructional material is discontinued for use in the public schools by the SBOE if the board determines that the instructional material is not needed by the district and the board does not reasonably expect that the instructional material will be needed. Districts are not required to report the loss or sale of non-adopted materials (including out-of-adoption materials) or adopted or non-adopted materials purchased through the disbursement process."

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

During the 2023-2024 school year, Proclamation 2024 called for the adoption of new Science Instructional Materials to be implemented beginning with the 2024-2025 school year. McAllen ISD adopted new Science resources and will be replacing all out-of-adoption Science instructional materials with the newly adopted instructional materials. Out-of-adoption instructional materials should no longer be used in classrooms since the Texas Essential Knowledge and Skills (TEKS) have changed. A complete listing of Science Out-of-Adoption instructional materials is being submitted for review.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

The district recommends the Board of Trustees approves the disposal of the out-of-adoption Science instructional materials through recycling.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Lorena Garcia

For further information contact:
Name: Angela Allen
Office: 956-657-2843
Email: angela.allen@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 5, 2024 14:11 CDT)

Superintendent of Schools

MCALLEN ISD

Instructional Materials Out-of-Adoption Approved Disposals - Elementary

Only the materials listed below are approved to be removed from campuses under the Science Out-of-Adoption disposals. Titles not listed below may not be removed from campuses at the same time as the out-of-adoption disposals.

ISBN	Title
9780328803262	Interactive Science Kinder
9780328803323	Ciencias interactivas Kinder
9780328803279	Interactive Science 1st Grade
9780328803330	Ciencias interactivas 1st Grade
9780328803286	Interactive Science 2nd Grade
9780328803347	Ciencias interactivas 2nd Grade
9780328803293	Interactive Science 3rd Grade
9780328803354	Ciencias interactivas 3rd Grade
9780328803309	Interactive Science 4th Grade
9780328803361	Ciencias interactivas 4th Grade
9780328803316	Interactive Science 5th Grade
9780328803378	Ciencias interactivas 5th Grade
9780328619009	TE - Interactive Science Kinder
9780328764518	TE - Ciencias interactivas Kinder
9780328619016	TE - Interactive Science 1st Grade
9780328764525	TE - Ciencias interactivas 1st Grade
9780328619108	TE - Interactive Science 2nd Grade
9780328764549	TE - Ciencias interactivas 2nd Grade
9780328619191	TE - Interactive Science 3rd Grade
9780328764563	TE - Ciencias interactivas 3rd Grade
9780328619306	TE - Interactive Science 4th Grade
9780328764587	TE - Ciencias interactivas 4th Grade
9780328619412	TE - Interactive Science 5th Grade
9780328764600	TE - Ciencias interactivas 5th Grade

MCALLEN ISD

Instructional Materials Out-of-Adoption Approved Disposals – Secondary

Only the materials listed below are approved to be removed from campuses under the Science Out-of-Adoption disposals. Titles not listed below may not be removed from campuses at the same time as the out-of-adoption disposals.

ISBN	Title	Condition	Qty
9780076661008	Integrated Physics and Chemistry	Used	173
9781259544873	Biology Laboratory Manual	Used	24
9780133192179	Marine Science	Used	277
9780133192087	Marine Science Teacher Edition	Used	77
9780076659937	Physics Principles & Problems	Used	425
9780076660438	TE - Integrated Physics and Chemistry	Used	14
9780076660230	TE - Physics Principles & Problems	Used	21
9781940789583	Dynamic Chemistry	Used	521
9780133176414	TE - Pearson Biology TE	Used	37
9780133176407	Pearson Biology	Used	1093
9780544025615	HMH Science Fusion	Used	2
9780544025639	Science Fusion TE	Used	2
9780544032132	Texas Fusion Nueva Energia para las ciencias	Used	60

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on the Advanced Course List for the University Interscholastic League "No Pass, No Play" Rules for the 2024-2025

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 "Community College General Academic Course Guide Manual (Part One) 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, Geometry and Pre-Calculus.

LEGAL REVIEW: None required.

BUDGETARY CONSIDERATIONS: None required.

RECOMMENDED BOARD ACTION: That the MISD Board of Trustees approve the Advanced Course List for UIL "No Pass No Play" Exemption for 2024-2025.

SUBMITTED BY: Karen Nitsch(Adv Academics) **SUPERVISOR:** Rosalba De Hoyos

For further information contact:
Name: Karen Nitsch
Office: 956.618.6059
eMail: karen.nitsch@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 2, 2024 07:47 CDT)

Superintendent of Schools Aug 1, 2024

2024-2025
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.
- Pre-AP and IB MYP Courses in English, LOTE, Math, Science, and Social Studies only.

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

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action of the Innovative Course Theory of Knowledge for the International Baccalaureate Diploma Programme

REFERENCE: Goal 1 - Student Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
"With the approval of the local board of trustees, school districts may offer any state-approved innovative course for state elective credit only. Innovative courses may not meet any other specific graduation requirement." Texas Education Agency Innovative Courses implementation

The IB Diploma Programme at Lamar has taught the International Baccalaureate Core Theory of Knowledge course as a State Board of Education International Baccalaureate approved course.

Recently, the State Board of Education changed the IB Theory of Knowledge service code to an innovative course. Board policy requires the district's Board of Trustees' approval for all innovative courses offered to students.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The administration recommends approval of The Theory of Knowledge Course as a innovative course for the International Baccalaureate Diploma Program.

LEGAL REVIEW: None required

BUDGETARY CONSIDERATIONS: None

RECOMMENDED BOARD ACTION:
The Administration recommends the Board of Trustees recognize and approve the Theory of Knowledge Innovative Course as a required IB course for the McAllen ISD International Baccalaureate Diploma students.

SUBMITTED BY: Rosalba De Hoyos **SUPERVISOR:**

For further information contact:
Name: Dr. Rosalba De Hoyos
Office: 956-618-6048
eMail: rosalba.dehoyos@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 8, 2024 16:55 CDT)

Superintendent of Schools Aug 8, 2024

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on the Student and Staff Travel to the Crowd Pleasers Dance National Competition in Hawaii

REFERENCE: Goal 1: Students Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The McAllen High School dance team will participate in the Crowd Pleasers Dance National Competition in Hawaii, (3 team routines as well as 4 or 5 solos). The trip will take place on March 13-17, 2025. Twenty-nine total travelers will be traveling with Summit Travels and Tours.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Board Policy FMG (LOCAL) requires board approval for student out of country travel and trips to Hawaii or Alaska. Twenty-one of our twenty-four team members along with the Dance Team Director Rachel Castillo-Ruiz, Assistant Director Cielo Soto, and 6 parent chaperones will be traveling as group. The National competition will take place on March 14, 2025.

LEGAL REVIEW: None required.

BUDGETARY CONSIDERATIONS:
Estimated cost per student is $2,900. Each student fund raise their travel cost.

RECOMMENDED BOARD ACTION:
That the board of trustees approve Student and Staff Travel to the Crowd Pleasers Dance National Competition in Hawaii.

Attachment: ☐

SUBMITTED BY: Rosalba De Hoyos **SUPERVISOR:**

For further information contact:
Name: Dr. Rosalba De Hoyos
Office: 956-618-6048
eMail: rosalba.dehoyos@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 8, 2024 16:58 CDT)

Superintendent of Schools Aug 8, 2024

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: 2023-2024 PRELIMINARY State Accountability Ratings

REFERENCE: Goal 1: Student Achievement/Student Focus, Texas Education Code Section 39.054

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The State of Texas Accountability System, A–F Ratings are based on multiple, valid, objective measures of student achievement, including state assessments; graduation rates; and college, career, and military readiness (CCMR) outcomes. Ratings are based on defined criteria, not a fixed distribution. 70% of the grade comes from either students' achievement within a single year, or the progress/student performance relative to schools with similar economic demographics, and 30% of the grade is based on the school's ability to close the gaps for students most in need.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
An overview of McAllen I.S.D.'s 2024 PRELIMINARY district-calculated accountability, including rating labels and distinction designations will be presented on August 13, 2024. Districts expect on this day for the Texas Education Agency (TEA) to publish results via a secure database. Pending the release of that information, the public may access the rating labels on August 15, 2024 through the public web (TXschools.gov).

LEGAL REVIEW: None.

BUDGETARY CONSIDERATIONS: None.

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

Attachment: ☐

SUBMITTED BY: _____

SUPERVISOR: Jeanette Nino (Aug 7, 2024 13:27 CDT)
Aug 7, 2024

For further information contact:
Name: Jeanette C. Nino
Office: 956-618-6053
email: jeanette.nino@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 7, 2024 14:20 CDT)

Superintendent of Schools Aug 7, 2024

2023-2024 PRELIMINARY ACCOUNTABILITY RATINGS

Christian Quintanilla, Director

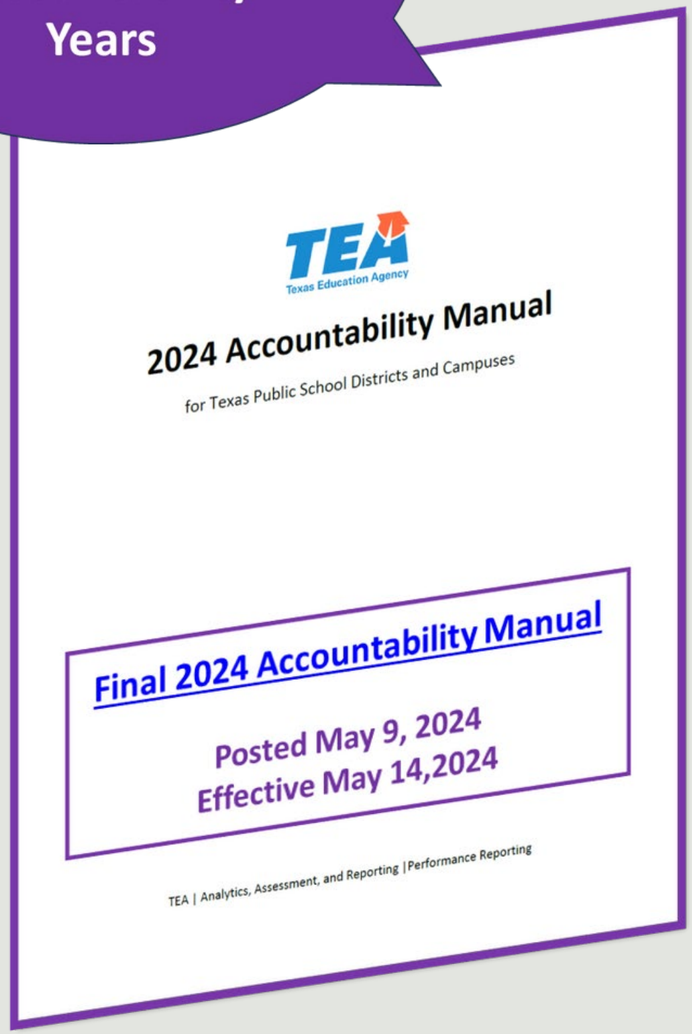
A-F Accountability is a tool to help us meet continuously improved goals for children.

A-F ACCOUNTABILITY OVERVIEW

39.053(f)…In consultation with educators, parents, and business and industry representatives, as necessary, the commissioner shall establish and modify standards to continuously improve student performance to achieve the goals of eliminating achievement gaps based on race, ethnicity, and socioeconomic status and to ensure this state is a national leader in preparing students for postsecondary success.

Fostering a **culture that supports growth** and continuous improvement when this performance information is public is a difficult but **critical task for education leaders.**

The Manual ALSO previews FUTURE Accountability Years



- **May 9, 2024**
  - Final 2024 Accountability Manual posted on TEA's **2024 Accountability Manual Webpage**
- **May 14, 2024**
  - Effective date of Final 2024 Accountability Manual

A-F ACCOUNTABILITY SYSTEM

A = scaled score 90–100

B = scaled score 80–89

C = scaled score 70–79

D = scaled score 60–69

F = scaled score ≤59

Better of Achievement or Progress: 70%

30%

Domain 1

Student Achievement

Domain 2

School Progress

- **Part A** Academic Growth
- **Part B** Relative Performance

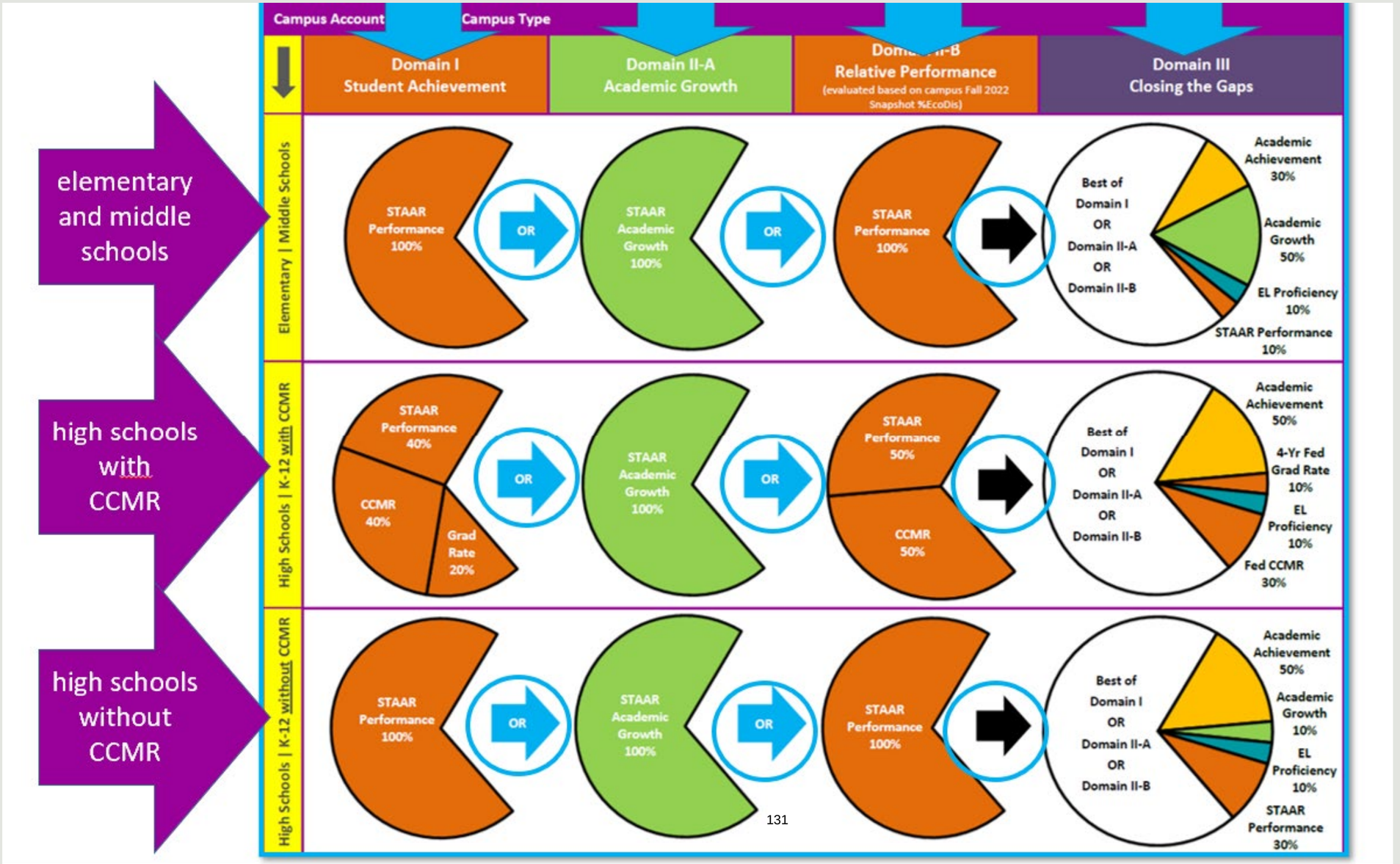
Domain 3

Closing the Gaps

→ **Distinctions**

→ **School Improvement**

A-F ACCOUNTABILITY SYSTEM



DOMAIN 1: STUDENT ACHIEVEMENT

Elementary
- **100%** STAAR

Middle
- **100%** STAAR

High Schools & K–12s
- **40%** STAAR
- **40%** College, Career, Military Ready (CCMR)
- **20%** Graduation Rates

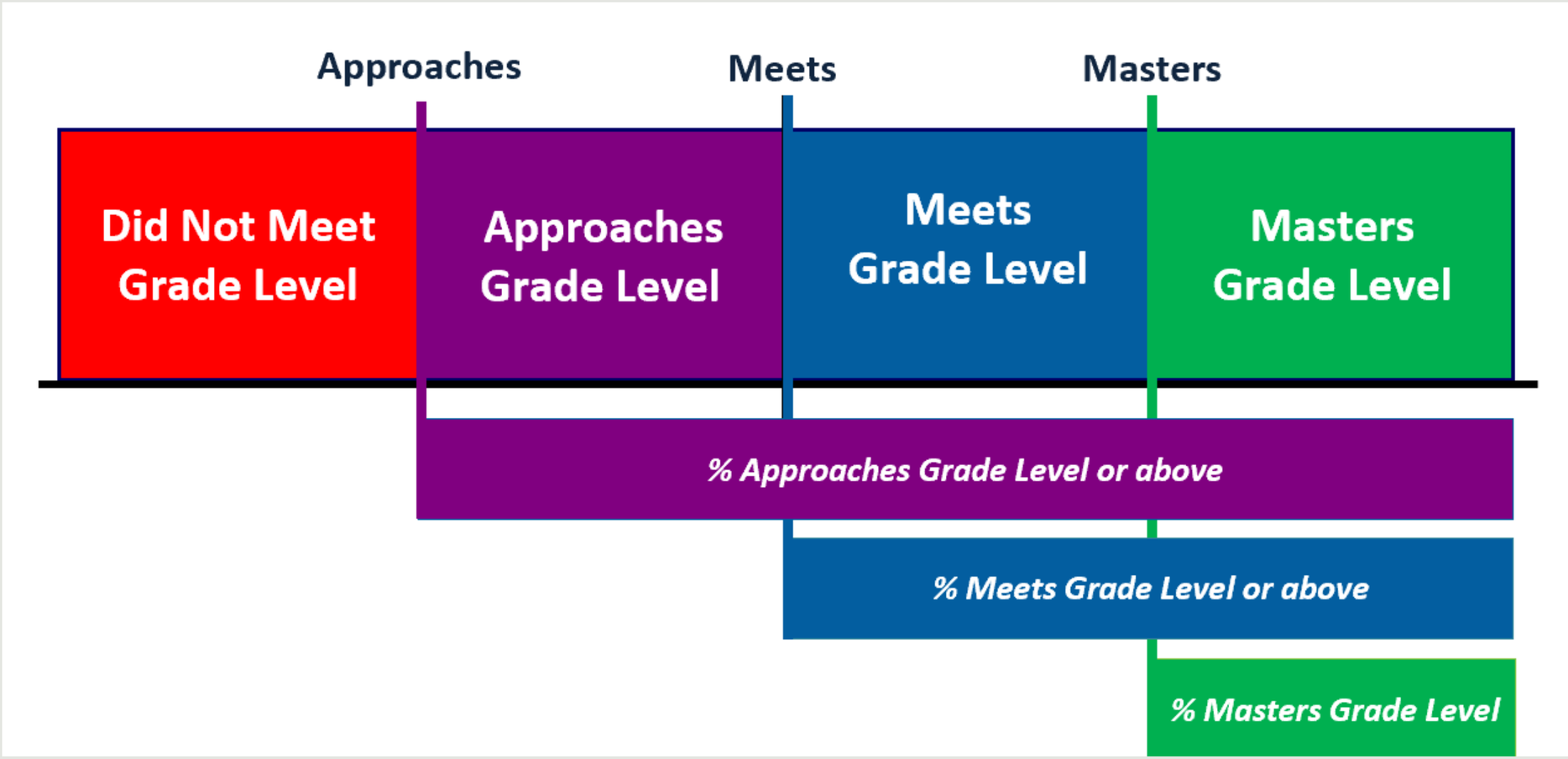
College Ready
- Meet criteria on AP/IB exams
- Meet TSI criteria (SAT/ACT/TSIA) or complete a college prep course in reading and mathematics
- Complete dual credit course(s) or OnRamps course
- Earn an associate degree
- Graduate under an advanced diploma plan and be identified as a current special education student

Career & Military Ready
- Earn an industry-based certification after completing a program of study
- Earn a Level I or Level II certificate
- Enlist in the United States Armed Forces or Texas National Guard
- Graduate with completed IEP and workforce readiness (graduation type codes 04, 05, 54, or 55)

DOMAIN I: STUDENT ACHIEVEMENT

STAAR Performance
Indicator defined by A-F Accountability:

% Approaches or above +
% Meets or above +
% Masters divided by 3



DOMAIN II PART A: SCHOOL PROGRESS- ACADEMIC GROWTH

Prior Year Performance on STAAR	Current Year Performance on STAAR					
	Low Did Not Meet Grade Level	High Did Not Meet Grade Level	Low Approaches Grade Level	High Approaches Grade Level	Meets Grade Level	Masters Grade Level
Low Did Not Meet Grade Level	0	1	1	1	1	1
High Did Not Meet Grade Level	0	½	1	1	1	1
Low Approaches Grade Level	0	0	½	1	1	1
High Approaches Grade Level	0	0	0	½	1	1
Meets Grade Level	0	0	0	0	1	1
Masters Grade Level	0	0	0	0	0	1

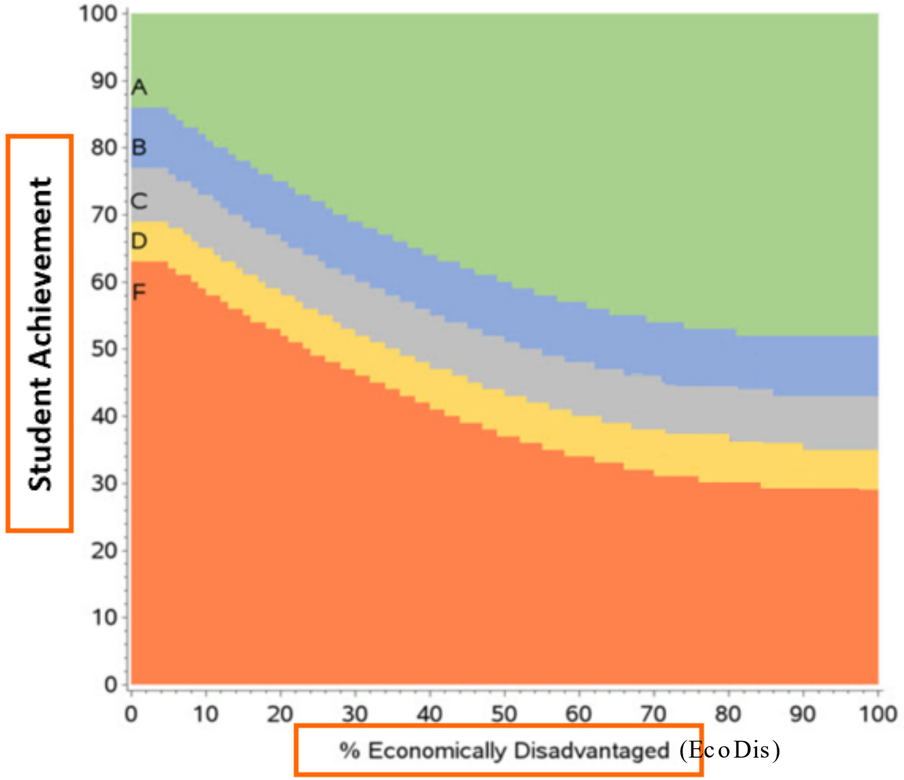
ANY STUDENT who maintains OR improves contributes positively to GROWTH

(the only exception is students who go from Low Did Not Meet to Low Did Not Meet)

DOMAIN II PART B: SCHOOL PROGRESS- RELATIVE PERFORMANCE

- Methodology –

  - **2 variables**
    1. **% EcoDis**
    2. **Student Achievement**
  - The lines are based on **historical data**
    - 2016-17 for STAAR
    - 2020-21 for CCMR
  - **Gray = 50th percentile**



DOMAIN III: CLOSING THE GAPS

4 Components

4 Student Groups

Gradated Ratings

Example D3 Data Table

Domain III – Closing the Gaps: [MSC: 10 RLA and 10 Math assessments for the All Students group and meet MSC for at least 4 indicators in the Academic Achievement component]

- consists of 4 components for each campus type (see page 1 of this quicklook)
- performance of up to 4 student groups is evaluated against specified targets that differ by campus type for each group for each component (assigning gradated points: see below)
- performance is calculated for each of 4 components, then rolled into a single score based on weights assigned to each component (if a component does not meet MSC, then the weight of that component is distributed proportionally among the remaining components)
- to calculate a score for component, sum the total points earned for each evaluated indicator, then divide the number of earned points by the number of possible points (those indicators that met minimum size) – see example below

Academic Achievement: % age of tests results (in RLA and in Math) at **Meets GL or Above** [adjusted if a student group has a Participation Rate < 95%]

Academic Growth: Academic Growth score (see methodology above) in RLA and in Math

Federal Graduation Rate: federal 4-year graduation rate for the Cohort Class of 2022-23 (using federal calculation for graduation rate, without state-allowed exclusions)

English Language Proficiency: % of current ELs making progress toward achieving English language proficiency. For 2024, TELPAS results are evaluated at the domain level. A student is considered to have made progress if the student meets one of the following 2 criteria in 2 of the 4 domains: (1) the student scores Advanced High or Basic Fluency in the domain in 2024; or (2) the student advances at least one proficiency level in the domain from 2023 to 2024. The 4 evaluated domains are Listening, Speaking, Reading, and Writing. Only students evaluated in all 4 domains in both 2023 and 2024, or evaluated in all 4 domains in 2024 and scored Advanced High or Basic Fluency in at least 2 of the 4 domains in 2024, are evaluated.

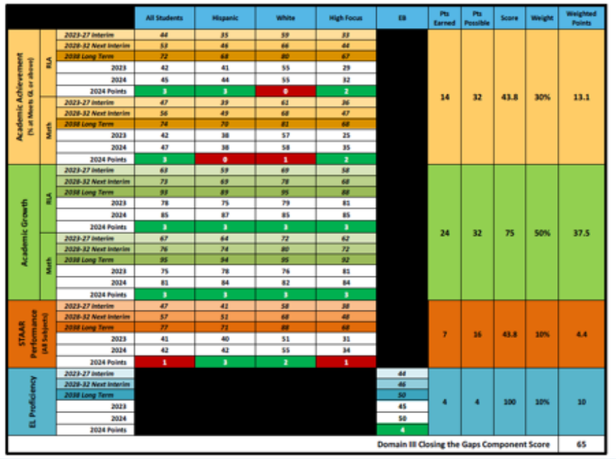
Student Success: STAAR Component: STAAR Performance calculation from Domain I (disaggregated by student group)

School Quality: Federal CCMR: CCMR calculation from Domain I EXCEPT there is no cap on the number of students meeting CCMR based on a sunsetting IBC and the denominator includes annual graduates in 2022-23 plus students identified as 12th graders in the last 6 weeks of the 2022-23 school year who did not graduate in 2022-23 (excluding IEP continuers in the fall of 2023)

Student Groups Evaluated: All Students, 2 Lowest Race/Ethnicity Groups based Academic Achievement in 2023, High Focus Group (unduplicated count of students who are EcoDis, SpEd, EB, Foster, Homeless or Migrant – a student is only included once regardless of the number of categories in which the student is identified)

Gradated Points Methodology

Points	Definition
4	Met long-term target (2037-38 target)
3	Met current interim target (2022-23-to 2026-27 ta
2	Did not meet current interim target but showed "e interim target (2027-28 to 2021-32): Group's current year rate – group's prior year rate ≥ Next interim target – group's prior year ra / 5
1	Did not meet current interim target (2022-23 to 2026-27) but showed minimal growth (defined as at least 1.0 point improvement for STAAR and CCMR indicators and 0.1 point improvement for Graduation Rate)
0	Did not meet current interim target and did not show minimal growth



Domain III – Part B: Results Driven Accountability District level ONLY

- Eliminates separate release of RDA reports, but does not impact A-F scores or ratings

ELEMENTARY PRELIMINARY RATINGS

2023 vs. 2024 Elementary Preliminary Overall Rating Calculations

CAMPUS	Domain 1		2023 D1 Letter Grade	2024 D1 Letter Grade	Domain 2A		2024 D2A Letter Grade	2023 D2A Letter Grade	Domain 2B		2023 D2B Letter Grade	2024 D2B Letter Grade	Domain 3								2024 D3 Letter Grade	2023 D3 Letter Grade	Overall Final Score	2023 Overall Letter Greade	2024 Overall Letter Greade
													Closign the Gaps												
	Student Achievement				Academic Growth				Relative Performance				ACADEMIC ACHIEVEMENT (30%)		ACADEMIC GROWTH (50%)		STUDENT SUCCESS (10%)		ELP (10%)		Overall Raw Score	Overall Scale Score					
	Raw Score	Scale Score			Raw Score	Scale Score			Raw Score	Scale Score			Indicator Met	Indicator Eligible	Indicator Met	Indicator Eligible	Indicator Met	Indicator Eligible	Indicator Met	Indicator Eligible							
Alvarez EL	43	72	Not Released		62	69	Not Released		43	80	Not Released		17	24	9	24	7	12	4	4	56	78	Not Released		79	Not Released	
Castaneda EL	54	82	Not Released		71	80	Not Released		54	86	Not Released		18	24	15	24	9	12	4	4	71	88	Not Released		87	Not Released	
Escandon EL	40	69	Not Released		63	70	Not Released		40	76	Not Released		10	24	9	24	3	12	4	4	44	74	Not Released		75	Not Released	
Fields EL	38	65	Not Released		60	66	Not Released		38	72	Not Released		0	24	0	24	0	12	4	4	10	56	Not Released		67	Not Released	
Garza EL	52	79	Not Released		70	79	Not Released		52	85	Not Released		18	24	18	24	9	16	4	4	76	91	Not Released		87	Not Released	
Gonzalez EL	73	93	Not Released		84	92	Not Released		73	91	Not Released		31	32	24	32	12	16	4	4	84	94	Not Released		93	Not Released	
Hendricks EL	55	83	Not Released		74	83	Not Released		55	88	Not Released		18	24	18	24	9	12	4	4	78	92	Not Released		89	Not Released	
Houston EL	47	75	Not Released		62	69	Not Released		47	83	Not Released		18	24	0	24	9	12	4	4	40	72	Not Released		80	Not Released	
Jackson EL	51	78	Not Released		60	66	Not Released		51	87	Not Released		18	24	0	24	9	12	4	4	40	72	Not Released		83	Not Released	
McAuliffe EL	48	76	Not Released		73	82	Not Released		48	84	Not Released		9	24	18	24	9	12	4	4	66	84	Not Released		84	Not Released	
Milam EL	67	92	Not Released		80	90	Not Released		67	92	Not Released		27	32	24	32	12	16	4	4	80	92	Not Released		92	Not Released	
Perez EL	59	89	Not Released		72	81	Not Released		59	86	Not Released		25	32	18	24	12	16	4	4	78	92	Not Released		90	Not Released	
Rayburn EL	60	90	Not Released		78	88	Not Released		60	90	Not Released		18	32	18	24	9	16	4	4	70	87	Not Released		89	Not Released	
Roosevelt EL	43	72	Not Released		55	59	Not Released		43	80	Not Released		14	24	0	24	7	12	4	4	33	70	Not Released		77	Not Released	
Sanchez EL	55	83	Not Released		73	82	Not Released		55	85	Not Released		18	24	18	24	9	12	4	4	78	92	Not Released		87	Not Released	
Seguin EL	46	74	Not Released		74	83	Not Released		46	83	Not Released		18	24	18	24	8	12	3	4	74	90	Not Released		85	Not Released	
Thigpen-Zavala EL	60	90	Not Released		77	87	Not Released		60	91	Not Released		18	24	18	24	9	12	4	4	78	92	Not Released		91	Not Released	
Wilson EL	43	72	Not Released		68	76	Not Released		43	80	Not Released		13	24	9	24	7	12	4	4	51	76	Not Released		79	Not Released	

Key
A
B
C
D
F

MIDDLE SCHOOL PRELIMINARY RATINGS

2023 vs. 2024 Middle School Preliminary Overall Rating Calculations

CAMPUS	Domain 1		2023 D1 Letter Grade	2024 D1 Letter Grade	Domain 2A		2023 D2A Letter Grade	2024 D2A Letter Grade	Domain 2B		2023 D2B Letter Grade	2024 D2B Letter Grade	Domain 3										2023 D3 Letter Grade	2024 D3 Letter Grade	Overall Final Score	2023 Overall Letter Greade	2024 Overall Letter Greade
													Closign the Gaps														
	Student Achievement				Academic Growth				Relative Performance				ACADEMIC ACHIEVEMENT (30%)		ACADEMIC GROWTH (50%)		STUDENT SUCCESS (10%)		ELP (10%)		Overall Raw Score	Overall Scale Score					
	Raw Score	Scale Score			Raw Score	Scale Score			Raw Score	Scale Score			Indicator Met	Indicator Eligible	Indicator Met	Indicator Eligible	Indicator Met	Indicator Eligible	Indicator Met	Indicator Eligible							
Brown Middle	41	73	Not Released		63	73	Not Released		41	83	Not Released		16	24	9	24	6	12	0	4	44	74	Not Released		80	Not Released	
Cathey Middle	58	88	Not Released		71	82	Not Released		58	91	Not Released		24	32	21	32	12	16	4	4	73	91	Not Released		91	Not Released	
De Leon Middle	42	74	Not Released		63	73	Not Released		42	85	Not Released		20	32	14	32	6	16	0	4	45	74	Not Released		82	Not Released	
Fossum Middle	60	90	Not Released		73	84	Not Released		60	91	Not Released		25	32	21	32	11	16	4	4	73	91	Not Released		91	Not Released	
Morris Middle	65	91	Not Released		74	85	Not Released		65	92	Not Released		28	32	24	32	12	16	3	4	81	93	Not Released		92	Not Released	
Travis Middle	38	70	Not Released		64	75	Not Released		38	81	Not Released		14	24	15	24	3	12	3	4	59	81	Not Released		81	Not Released	

HIGH SCHOOL PRELIMINARY RATINGS

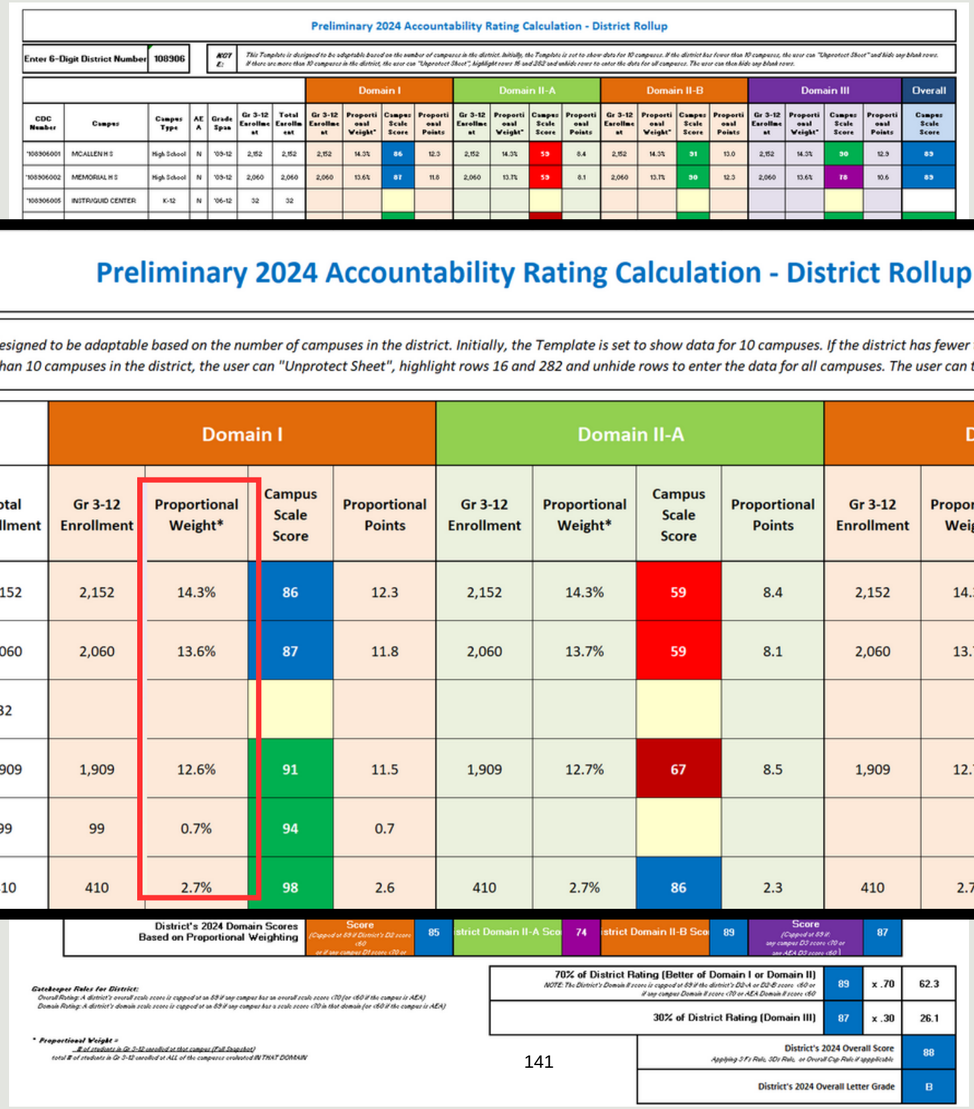
2023 vs. 2024 High School Rating Calculations (Preliminary)

Campus	D1: STAAR Perfomance (40%)		D1: CCMR (40%)		D1: Graduation Rate (20%)		Domain 1 Overall Final Score	2023 D1 Letter Grade	2024 D1 Letter Grade	Domain 2A		2023 D2A Letter Grade	2024 D2A Letter Grade	Domain 2B				Domain 2	2023 D2B Letter Grade	2024 D2B Letter Grade	Domain 3								2023 D3 Letter Grade	2024 D3 Letter Grade	Overall Final Score	2023 Overall Letter Grade	2023 Overall Letter Grade
										Academic Growth				STAAR Relative Performance (50%)	CCMR Relative Performance (50%)	Relative Performance	School Progress				Closing the Gaps											
	Raw	Scaled	Raw	Scaled	Raw	Scaled				Raw	Scaled			Raw	Scaled	Raw	Scaled	Final Score	Score													
																					Academic Achievement (50%)		Graduation Status (10%)		ELP (10%)		CCMR (30%)		Overall Raw	Overall Scaled					
																					Indicators Met	Indicators Eligible	Indicators Met	Indicators Eligible	Indicators Met	Indicators Eligible	Indicators Met	Indicators Eligible							
McHi	52	79	83	85	99.2	95	85	Not Released		63	62	Not Released		52	85	83	85	85	85	Not Released		17	32	12	16	3	4	12	16	64	82	Not Released		84	Not Released	
Memorial	53	80	78	80	99.1	95	83	Not Released		66	67	Not Released		53	90	78	81	86	86	Not Released		22	32	13	16	3	4	12	16	73	89	Not Released		87	Not Released	
Rowe	55	83	99	99	100	100	93	Not Released		72	77	Not Released		55	90	99	99	95	95	Not Released		21	32	13	16	4	4	16	16	81	93	Not Released		94	Not Released	
Achieve	78	95	100	100	100	100	98	Not Released		74	80	Not Released		78	95	100	100	98	98	Not Released		24	24	12	12	4	4	12	12	100	100	Not Released		99	Not Released	
Lamar	42	90	73	93	98.4	90	91	Not Released														11	16	11	12	4	4	9	12	76	96	Not Released		93	Not Released	

DISTRICT RATING

2023 vs. 2024 McAllen ISD Rating Calculations (Preliminary)																			
2023 Domain 1		2024 Domain 1		2023 Domain 2A		2024 Domain 2A		2023 Domain 2B		2024 Domain 2B		20230Domain 3		20240Domain 3		2023 Overall Final Score	2023 Overall Letter Grade	2023 Overall Letter Grade	2024 Overall Letter Grade
Student Achievement		Student Achievement		Academic Growth		Academic Growth		Relative Performance		Relative Performance		Closing the Gaps		Closing the Gaps					
Overall Scale Score	Letter Grade	Overall Scale Score	Letter Grade	Overall Scale Score	Letter Grade	Overall Scale Score	Letter Grade	Overall Scale Score	Letter Grade	Overall Scale Score	Letter Grade	Overall Scale Score	Letter Grade	Overall Scale Score	Letter Grade				
84	Not Released			75	Not Released			88	Not Released			86	Not Released			87	Not Released		

PROPORTIONAL WEIGHING



Preliminary 2024 Accountability Rating Calculation - District Rollup

Enter 6-Digit District Number	108906

NOTE: *This Template is designed to be adaptable based on the number of campuses in the district. Initially, the Template is set to show data for 10 campuses. If the district has fewer than 10 campuses, the user can "Unprotect Sheet" and hide any blank rows. If there are more than 10 campuses in the district, the user can "Unprotect Sheet", highlight rows 16 and 282 and unhide rows to enter the data for all campuses. The user can then hide any blank rows.*

							Domain I				Domain II-A				Domain II-B				Domain III				Overall
CDC Number	Campus	Campus Type	AEA	Grade Span	Gr 3-12 Enrollment	Total Enrollment	Gr 3-12 Enrollment	Proportional Weight*	Campus Scale Score	Proportional Points	Gr 3-12 Enrollment	Proportional Weight*	Campus Scale Score	Proportional Points	Gr 3-12 Enrollment	Proportional Weight*	Campus Scale Score	Proportional Points	Gr 3-12 Enrollment	Proportional Weight*	Campus Scale Score	Proportional Points	Campus Scale Score
'108906001	MCALLEN H S	High School	N	'09-12	2,152	2,152	2,152	14.3%	86	12.3	2,152	14.3%	59	8.4	2,152	14.3%	91	13.0	2,152	14.3%	90	12.9	89
'108906002	MEMORIAL H S	High School	N	'09-12	2,060	2,060	2,060	13.6%	87	11.8	2,060	13.7%	59	8.1	2,060	13.7%	90	12.3	2,060	13.6%	78	10.6	89
'108906005	INSTR/GUID CENTER	K-12	N	'06-12	32	32																	
'108906006	ROWE H S	High School	N	'09-12	1,909	1,909	1,909	12.6%	91	11.5	1,909	12.7%	67	8.5	1,909	12.7%	93	11.8	1,909	12.6%	95	12.0	93
'108906007	LAMAR ACADEMY	High School	Y	'09-12	99	99	99	0.7%	94	0.7									99	0.7%	92	0.6	94
'108906011	ACHIEVE EARLY COLLEGE H S	High School	N	'09-12	410	410	410	2.7%	98	2.6	410	2.7%	86	2.3	410	2.7%	98	2.6	410	2.7%	100	2.7	98

District's 2024 Domain Scores Based on Proportional Weighting	Score (Capped at 69 if District's D2 score <60 or if any campus D2 score <70 or AEA D2 score <60)	85	District Domain II-A Score	74	District Domain II-B Score	89	Score (Capped at 69 if any campus D3 score <70 or any AEA D3 score <60)	87

Gatekeeper Rules for District:
Overall Rating: A district's overall scale score is capped at an 69 if any campus has an overall scale score <70 (or <60 if the campus is AEA)
Domain Rating: A district's domain scale score is capped at an 69 if any campus has a scale score <70 in that domain (or <60 if the campus is AEA)

70% of District Rating (Better of Domain I or Domain II) NOTE: The District's Domain II score is capped at 69 if the district's D2+A or D2+B score <60 or if any campus Domain II score <70 or AEA Domain II score <60	89	x .70	62.3
30% of District Rating (Domain III)	87	x .30	26.1
District's 2024 Overall Score *Applying 3 F's Rule, 3Ds Rule, or Overall Cap Rule if applicable*			88
District's 2024 Overall Letter Grade			B

* **Proportional Weight =** *# of students in Gr 3-12 enrolled at that campus (Fall Snapshot) / total # of students in Gr 3-12 enrolled at ALL of the campuses evaluated IN THAT DOMAIN*

SEE HOW TEXAS SCORED HIDALGO COUNTY SCHOOL DISTRICTS

Article Summary

- In the state, third grade mathematics had an average scale score of 1,451. -Only McAllen ISD, 1,466, and Sharyland ISD, 1484, averaged above.
- In third grade reading, the state average scale score was 1,461.- McAllen ISD and Sharyland again having the top averages in the state.
- In fourth grade reading, the state average scale score was 1,554.- McAllen ISD having the highest average with 1,587.
- In the state, fifth grade mathematics had an average scale score of 1,639.- McAllen ISD, 1,668, having the top average.
- For state-wide science end-of-course exams, the average was 3,689.- Only a handful of school districts met or surpassed the state average which includes McAllen ISD, 3,720.
- In the state, sixth grade mathematics had an average scale score of 1,716.-Only McAllen ISD, 1718, two other districts surpassed the state average.
- In seventh grade mathematics -Only three school districts surpassed the state average, including McAllen ISD, 1810.
- Seventh grade reading-Only three school districts surpassed the state average, including McAllen ISD, 1704.
- Eighth grade math and reading-McAllen ISD out-performed the state average
- For social studies-Only three school districts surpassed the state average, including McAllen ISD,3755.

READING LANGUAGE ARTS EXTENDED CONSTRUCTED RESPONSE (AUTOMATED SCORING ENGINE "AI")

STAAR 2.0 has gifted us data that could transform learning!

RLA - ECR								
Grade Level	3	4	5	6	7	8	Eng I	Eng II
Total Points Possible	10	10	10	10	10	10	10	10
State Average 2023	2.53	2.71	3.93	4.37	4.49	4.92	4.62	4.72
State Average 2024	2.82	3.87	2.75	3.71	4.28	4.34	3.80	4.67
McAllen ISD Average 2023	3.05	3.65	5.29	5.41	5.94	5.74	5.25	5.94
McAllen ISD Average 2024	3.94	5.19	4.11	5.71	6.02	5.97	4.25	5.64

- In no grade/subject have students statewide averaged more than ½ of the points possible
- Remember ECR is scored on a 5-point rubric (then doubled for 10 total points)
  - 3 points for development and organization of ideas
  - 2 points for writing conventions
- **Implementation of automated scoring engine (ASE)**
- Writing is NOT an independent activity that can be separated from reading comprehension

READING LANGUAGE ARTS
Extended Constructed response
PERCENT OF 0'S

Test	Percent of 0's State 2023	Percent of 0's McAllen ISD 2023
Gr 3 - E	42	39
Gr 3 - S	56	51
Gr 4 - E	46	37
Gr 4 - S	35	30
Gr 5 - E	25	17
Gr 5 - S	35	26
Gr 6	23	17
Gr 7	20	10
Gr 8	23	17
Eng 1	25	20
Eng 2	25	18

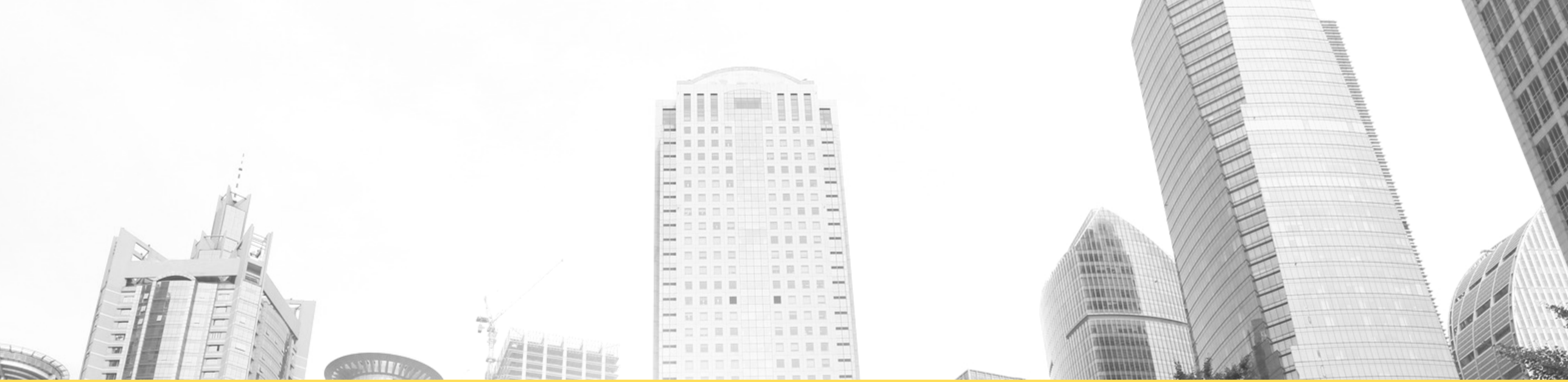
Test	Percent of 0's State 2024	Percent of 0's McAllen ISD 2024
Gr 3 - E	39	26
Gr 3 - S	51	51
Gr 4 - E	31	22
Gr 4 - S	46	52
Gr 5 - E	48	38
Gr 5 - S	33	28
Gr 6	39	22
Gr 7	27	15
Gr 8	28	17
Eng 1	40	38
Eng 2	31	22

MATHEMATICS HIGHLIGHTS

STAAR/EOC Scale Scores Mathematics Grades 3rd - Algebra I							
Grade Level	3	4	5	6	7	8	Algebra I
Total Score Possible	2070	2130	2200	2350	2400	2470	6430
State Average 2023	1457	1558	1646	1717	1762	1858	4010
State Average 2024	1451	1557	1640	1716	1754	1807	4010
McAllen ISD Average 2023	1464	1589	1669	1706	1792	1900	4131
McAllen ISD Average 2024	1466	1580	1668	1718	1811	1862	4067

SOCIAL STUDIES AND SCIENCE HIGHLIGHTS

STAAR/EOC Scale Scores Science and Social Studies					
Grade Level	5th Science	8th Science	Biology	8th Social Studies	US History
Total Score Possible	6200	6800	6260	6550	6750
State Average 2023	3756	3960	4132	3734	4277
State Average 2024	3690	3928	4123	3729	4267
McAllen ISD Average 2023	3793	3940	4169	3820	4325
McAllen ISD Average 2024	3719	3913	4089	3758	4265



THANK YOU!

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action of the 2024-2025 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 2024-2025 Texas Teacher Evaluation and Support System (T-TESS) Calendar.

Attachment: ☑

SUBMITTED BY: Alberto Canales (Aug 5, 2024 15:40 CDT)

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Dr. Alberto 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, 2024 16:51 CDT)

Superintendent of Schools

MCALLEN ISD

Texas Teacher Evaluation and Support System (T-TESS) CALENDAR 2024-2025

DATE	
August 12 -16, 2024	T-TESS Teacher Orientation
September 2, 2024	Formal classroom T-TESS observations may begin. (No earlier than two weeks after Teacher Orientation)
August 19 - September 27, 2024	Goal-Setting and Professional Development Plan and Student Learning Objective (SLO) submitted to appraiser (No later than six weeks after Teacher Orientation)
November 21, 2024	Last full instructional day before Thanksgiving holidays. No observations may be conducted.
December 3-13, 2024	STAAR Assessment Window – High School No observations may be conducted during actual test days.
December 20, 2024	Last full instructional day before Winter Break. No observations may be conducted.
March 13, 2025	Last full instructional day before Spring Break. No observations may be conducted.
February 19 - March 29, 2025	TELPAS Assessment Window No observations may be conducted during actual test days.
April 4, 2025	All appraisals must be completed
April 22, 2025	Deadline for Teacher GSPD Part 2 – End of Year Reflection. (First day of the last six weeks period)
April 29, 2025	Summative Appraisal Reports due to teachers. (10 days prior to scheduling summative conference)
May 13, 2025	All Summative Conferences must be completed. (Fifteen days before last day of instruction)
June 4, 2025	Early Dismissal/End of appraisal period. The written annual summative report shall be marked complete in TalentEd Perform to be placed in the teacher's personnel file.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 18, 2024

SUBJECT: Discussion and Possible Action of the 2024-2025 List of Certified Texas Teacher Evaluation and Support System (T-TESS) Appraisers

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 list of certified teacher appraisers.

Please note that the names of additional T-TESS appraisers will be forwarded to the Board of Trustees for approval as they become certified during the 2024-2025 school year.

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. The teacher appraisers have been verified by Human Resources and identified under separate cover.

LEGAL REVIEW:

None.

BUDGETARY CONSIDERATIONS:

Budgeted.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the 2024-2025 list of Certified Texas Teacher Evaluation and Support System (T-TESS) Appraisers.

Attachment: ☐

SUBMITTED BY: Alberto Canales (Aug 5, 2024 15:40 CDT)

SUPERVISOR: Lorena Garcia

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 5, 2024 17:04 CDT)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action of the 2024-2025 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 2024-2025 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 2024-2025 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 2024-2025 Student Code of Conduct.

Attachment: ☐

SUBMITTED BY: Alberto Canales (Aug 5, 2024 15:40 CDT)

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Dr. Alberto 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 6, 2024 08:06 CDT)

Superintendent of Schools

MCALLEN

INDEPENDENT SCHOOL DISTRICT

STUDENT CODE OF CONDUCT

2024-2025

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

ACKNOWLEDGEMENT

Student Code of Conduct – Electronic Distribution

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 family. If you have any questions about the required conduct and consequences for misconduct, we encourage you to ask for an explanation from the student's teacher, campus behavior coordinator or appropriate campus administrator.

The student and parent should each sign this page in the space provided below, and then return the page to the student's school. Thank you.

Sincerely,

Dr. René Gutiérrez
Superintendent of Schools

My child and I have been offered the option to receive a paper copy of or to electronically access at www.mcallenisd.org the McAllen Independent School District Student Code of Conduct for the 2024-2025 school year.

I accept responsibility for accessing the Student Code of Conduct by visiting the web address listed above.

I understand that if I wish to receive a paper copy of the Student Code of Conduct, I must request a copy from the campus Principal.

I understand that the Student Code of Conduct contains information that my child and I may need during the school year. I also understand that all students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Student Code of Conduct. If I have any questions regarding this Code of Conduct, I will direct those questions to the principal at my child's campus.

Student's name (print): _____

Student's signature: _____

Parent's name (print): _____

Parent's signature: _____

Date: _____

MCALLEN ISD
LEGACY OF GREATNESS continues.
EST. 1915

Please visit the links below to access the following:

- 2024-2025 School Calendar
- 2024-2025 Campus Directory
- 2024-2025 School Board Directory

Contents

McAllen ISD Student Code of Conduct 3
Accessibility 3
Purpose 3
School District Authority and Jurisdiction 4
Campus Behavior Coordinator 4
Threat Assessment and Safe and Supportive School Team 4
Searches 4
Reporting Crimes 5
Security Personnel 5
"Parent" Defined 5
Participating in Graduation Activities 5
Unauthorized Persons 5
Standards for Student Conduct 7
General Conduct Violations 8
Disregard for Authority 8
Mistreatment of Others 8
Property Offenses 9
Possession of Prohibited Items 9
Possession of Telecommunications or Other Electronic Devices 10
Illegal, Prescription, and Over-the-Counter Drugs 10
Misuse of Technology Resources and the Internet 10
Safety Transgressions 11
Miscellaneous Offenses 11
Discipline Management Techniques 12
Students with Disabilities 12
Techniques 12
Prohibited Aversive Techniques 19
Notification 19
Appeals 20
Removal from the School Bus 21
Removal from the Regular Educational Setting 22
Routine Referral 22
Formal Removal 22
Returning a Student to the Classroom 22
Out-of-School Suspension 23

Misconduct 23
Process 23
Coursework During Suspension 24
Disciplinary Alternative Education Program (DAEP) Placement 25
Disciplinary Alternative Education Programs/Placements 25
Discretionary Placement: Misconduct That May Result in DAEP Placement 26
Mandatory Placement: Misconduct That Requires DAEP Placement 26
Sexual Assault and Campus Assignments 27
Process 28
Length of Placement 29
Appeals 30
Restrictions During Placement 30
Placement Review 30
Additional Misconduct 30
Notice of Criminal Proceedings 31
Withdrawal During Process 31
Newly Enrolled Students 31
Emergency Placement Procedure 32
Transition Services 32
Placement and/or Expulsion for Certain Offenses 33
Registered Sex Offenders 33
Certain Felonies 33
Expulsion 36
Discretionary Expulsion: Misconduct That May Result in Expulsion 36
Mandatory Expulsion: Misconduct That Requires Expulsion 38
Under Age Ten 39
Process 39
Length of Expulsion 40
Withdrawal During Process 41
Additional Misconduct 41
Restrictions During Expulsion 41
Newly Enrolled Students 41
Emergency Expulsion Procedures 42
DAEP Placement of Expelled Students 42
Transition Services 42
Glossary 43

Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact Dr. Connie Camacho, Title II Coordinator, 956-618-6031.

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 37 of the Education Code.

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 or 37.0081; and
12. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a 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. The CBC is primarily responsible for maintaining student discipline. 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.org and 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 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 **DAEP—Restrictions During Placement** on page 30 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 Student 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 **Out-of-School Suspension** on page 23, **DAEP Placement** on page 25, **Placement and/or Expulsion for Certain Offenses** on page 33, and **Expulsion** on page 36, 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** as detailed on page 22.

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. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 33.)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- 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. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 33.)
- 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. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 33.)
- 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;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- *A location-restricted knife;
- *A club;
- *A firearm, a firearm silencer or suppressor;
- A stun gun;
- Knuckles;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, 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.

*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 33. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cell phone, or other electronic device in violation of district and campus rules.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 24 and **Expulsion** on page 36 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.

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, 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 restorative and progressive discipline practices. 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.

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 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.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 23.
- Placement in a DAEP, as specified in **DAEP** on page 24.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 33.
- Expulsion, as specified in **Expulsion** on page 36.
- 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.

Disciplinary Infractions and Consequences

Infractions of McAllen I.S.D.'s Student Code of Conduct are grouped into five levels, depending upon the seriousness or persistence of offenses.

- Level I- Infractions are those which are routinely/generally addressed by the classroom teacher using the Level I Discipline Documentation Form as a form of documentation;
- Level II- Infractions are addressed by a teacher (if appropriate), an administrator or campus behavior coordinator;
- Level III- Discretionary infractions/offenses, are addressed by an administrator or campus behavior coordinator and can lead to a Disciplinary Alternative Education Program (DAEP) placement;
- Level IV- Mandatory infractions/offenses, leading to a Disciplinary Alternative Education Program (DAEP) placement or discretionary expulsion;
- Level V- Mandatory expulsions leading to placement in a Juvenile Justice Alternative Education Program (JJAEP).

Level I Violations and Consequences

Considerations: Before ordering the suspension of a student, the Campus Behavior Coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct. [Texas Education Code Sec. 37.001 (a) (4)]. The offense may have been committed on school property or at a school sponsored event on or off school property.

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

Considerations: Before ordering the suspension of a student, the Campus Behavior Coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct. [Texas Education Code Sec. 37.001 (a) (4)]. The offense may have been committed on school property or at a school sponsored event on or off school property.

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

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) • Inappropriate language to include being directed towards another student and/or staff member (verbal or written) • Noncompliance with the directives; disrespectful • Truancy, skipping class, leaving school/class without permission. • Physically contacting student creating a disruptive environment • Encouraging or promoting a fight • Creating/participating in disturbance/inappropriate activity • Possessing a current prescription (student's own medication); or possessing or using one's own nonprescription drug, natural and/or homeopathic-like substances, dietary supplements, or energy pills. • Forging or altering school's records, parent's notes, forms, or other school/home communications • Defacing or damaging school property, including removal of bar codes; defacing/damaging another's property. • Cheating or copying the work of another • Violating parking rules/procedures (high school) • Intentionally or knowingly making defamatory or slanderous remarks (written and verbal) about others • Fighting (Verbal Confrontations) • Using a laser pointer • Failing to disclose information, hiding/covering up info/evidence for self or others, or lying as a witness during an investigation	• Fine assessed. • Confiscation of item • Behavioral contracts • Loss of privilege(s) • Grade penalties • Exclusion from extracurricular activities • Withdrawal or restriction of bus privileges; bus probation • Detention • In-school suspension • 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.

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 and Consequences

Considerations: Before ordering the suspension of a student, the Campus Behavior Coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct. [Texas Education Code Sec. 37.001 (a) (4)]. The offense may have been committed on school property or at a school sponsored event on or off school property.

The Campus Behavior Coordinator, administrator or classroom teacher shall promptly contact the parent or guardian by telephone. The Campus Behavior Coordinator shall schedule the conference/hearing within three days. (Texas Education Code Sec. 37.009)

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

Examples of Level III Violations:	Level III Consequences:
• Persistent offenses from Level II, including bus infractions. • Starting and/or participating in a food fight • Creating /participating in disturbance/inappropriate activity to include via social media. • Disrupting the school environment or educational process • Using racial slurs/comments, profane, vulgar, obscene, or threatening language, including hit lists (written or verbal); or obscene gestures • Discrimination/harassment based on the protected classes to include sexual harassment and dating violence. • Fighting (Physical) • Using lighters or matches. • Possessing or using lighters and matches. • Possessing, disturbing, or using fireworks, stink bombs, smoke bombs, other noxious chemicals, or "shock" pens • Possessing drug paraphernalia, aerosol paint, or fixative spray • Possessing ammunition • Possessing, distributing, or creating pornographic or sexually oriented material or material that promotes violence or other illegal activities, including sexting. • Possessing, distributing, or concealing a weapon, which does not violate Texas Penal Code • Selling, giving, or delivering to another person a non-prescription drug; possessing or using a nonprescription drug other than one's own; or possessing, transmitting, selling, attempting to sell, or exhibiting what is represented to be a prohibited substance. • Attempting to sell/purchase a prohibited substance through verbal or written communication without being in possession. • Stealing or unauthorized possession of another person's property, theft; committing burglary. • Exhibiting, delivering, using, or selling look-alike weapons • Assault (Class C Misdemeanor) of another student or an adult that is not a removable or expellable offense. • Vandalizing, defacing or damaging school property, including non-felony graffiti. • Engaging in behavior that is illegal that does not constitute a removable or expellable offense. • Engaging in sexual conduct • Hazing; harassing or stalking (nonsexual); bullying; cyberbullying. • Creating a potential health or safety hazard or a situation that may result in possible injury. • Engaging in inappropriate behavior on school-related overnight trips • Gambling • Interfering with school activities, including trespassing, boycotting, and group demonstrations, or making a 9-1-1 call that does not constitute a mandatory removal offense. • Tampering with a fire extinguisher, an automated external defibrillator (AED), or their storage cabinet	• Confiscation of item • Exclusion from extracurricular activities • Withdrawal or restriction of bus privileges; bus probation • In-school suspension • Out-of-school suspension • Campus AEP • 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 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 IV Violations and Consequences

Considerations: Before ordering the suspension of a student, the Campus Behavior Coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct. [Texas Education Code Sec. 37.001 (a) (4)]. The offense may have been committed on school property or at a school sponsored event on or off school property.

The Campus Behavior Coordinator, administrator or classroom teacher shall promptly contact the parent or guardian by telephone. The Campus Behavior Coordinator shall schedule the conference/hearing within three days. (Texas Education Code Sec. 37.009)

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

Examples of Level IV Violations:	Level IV Consequences:
Discretionary Placements • Persistent misbehavior at Level III • Racial Slurs/comments directed towards a student and/or staff member. • Indecent Assault Class A • Possession or smoking of an e-cigarette/vape pen (non-THC) or Tobacco paraphernalia. • Exhibition or Threat of use of Firearm Class A • Student refusal to comply with Behavior Assessment • Mooning; streaking; other forms of nudity; exposing or attempting expose one's undergarments or those of another ("pantsing") • Refer to page 24 for additional infractions. **Mandatory Placements- Refer to Texas Education Code Chapter 37.006; the infractions listed below require a Mandatory removal to the DAEP** • False alarm/reports; terroristic threat • Conduct Punishable as a felony. • Assault (Class A Misdemeanor- T.P.C. 22.01 (a)(1)) • Possession or smoking of an e-cigarette/vape pen with THC • Marijuana, controlled substances or dangerous drugs (non-felony) • Alcohol (non-felony) • Abusable volatile chemicals • Public lewdness/indecent exposure • Public intoxication other than alcohol, marijuana, controlled substance or dangerous drugs • Title V felonies or aggravated robbery (off-campus) • Refer to Page 26 for additional infractions	• In-school suspension • Out-of-school suspension • Exclusion from extracurricular activities • Campus AEP • DAEP- I&G

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 V Violations and Consequences

Considerations: Before ordering the suspension of a student, the Campus Behavior Coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct. [Texas Education Code Sec. 37.001 (a) (4)]. The offense may have been committed on school property or at a school sponsored event on or off school property.

The Campus Behavior Coordinator, administrator or classroom teacher shall promptly contact the parent or guardian by telephone. The Campus Behavior Coordinator shall schedule the conference/hearing within three days. (Texas Education Code Sec. 37.009)

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

Examples of Level V Violations:	Level V Consequences:
Discretionary Expulsion to JJAEP • Persistent misbehavior at Level IV • Refer to Page 34 for these infractions • Serious misbehavior while placed at DAEP (by statute) • Assault against an employee or a volunteer (on campus or within 300') • Retaliation against an employee or volunteer (regardless of location) • Criminal mischief (felony) • Deadly conduct (on campus or within 300') • Aggravated assault, sexual assault, or aggravated sexual assault against a student (off- campus) • Murder, capital murder, or criminal attempted murder against a student (off-campus) • Expellable offenses occurring on another district's property in Texas • Title V felonies or aggravated robbery against another student • Breach of computer security **Mandatory Expulsion to JJAEP** • Refer to Page 37 for these infractions • Firearm • Location-restricted knife • Club • Prohibited weapon • Aggravated assault, sexual assault, or aggravated sexual assault • Arson • Murder, capital murder, or criminal attempted murder or capital murder • Indecency with a child • Aggravated kidnapping • Aggravated robbery • Manslaughter • Criminally negligent homicide • Continuous sexual abuse of young child or children • Marijuana or controlled substances (felony) • Dangerous drugs (felony) • Alcohol (felony) • Retaliation against an employee or volunteer (regardless of location involving any of the infractions above)	• Exclusion from extracurricular activities • DAEP- I&G • JJAEP

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.

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 the Education Code.

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.

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 the policy may be obtained from the principal's office, the CBC's office, or the central administration office.

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.

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 Removal

A teacher may initiate a formal removal from class if:

1. A student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach the class or with other students' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

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 consent.

A student who has been formally removed by a teacher for any other conduct may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

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 in grade 2 or below 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 contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; 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 suspended 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.

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.

Disciplinary Alternative Education Programs/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:

1. Instruction & Guidance Center (Secondary Only)

Discretionary Placement at I&G	Mandatory Placement at I&G	Campus Transition Program at Home Campus
Middle School - 25 Attended School Days High School - 25 Attended School Days	Middle School - 40 Attended School Days High School- 40 Attended School Days	Middle School - 3 Days High School - 3 Days
***Note that 60 - day and 84 - day placements are permitted but can only be assigned after review with the Student Support Services Department.**		

Note: Campus AEP (High School Only): 10, 20, or 25 Day Placement

2. Elementary DAEP

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

3. Juvenile Justice Alternative Education Program (JJAEP)

a. Number of days will be determined by Expulsion Hearing Officer/Designee

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code of Conduct and a student may be placed in a DAEP 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 commit or attempt to commit 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.

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, other than aggravated robbery or those listed as offenses in Title 5 (see **glossary**) of the Penal Code, 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.

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).
  - 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** on page 36.) (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 or possesses or uses an e-cigarette.
  - 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 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 against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 36.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:

1. The student receives deferred prosecution (see **glossary**),
2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
3. The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

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 principal's office, the CBC's office, the central administration office.

Appeals 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 of the board's designee is final and may not be appealed as per Texas Education Code Sec. 37.009(a).

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 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.

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.

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. (See **DAEP Placement** on page 24.)

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit 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.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
  - Aggravated assault.
  - Sexual assault.
  - Aggravated sexual assault.
  - Murder.
  - Capital murder.
  - Criminal attempt to commit murder or capital murder.
  - Aggravated robbery.
- Breach of computer security. (See **glossary**.)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

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, 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.")
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- 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.
- Aggravated kidnapping.
- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony controlled substance or dangerous drug offenses, not including THC.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

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 school property or while attending a school-sponsored or school-related activity 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**.)
- 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.
- Aggravated kidnapping.
- 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 retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

When a student under the age of ten 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.

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 to 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 decide on a case-by-case basis the placement of a student who is subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the district.

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. Within ten 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 ten 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.

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.

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.

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. Telecommunications 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: An explosive weapon;
    a. A machine gun;
    b. A short-barrel firearm;
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 Section 1.07, Penal Code; 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 commit 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 13, 2024

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 took effect 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:
- 2025 January 2 and 3; March 20 and 21; June 30; July 1, 2, and 3; December 22 and 23

LEGAL REVIEW:

Reviewed by Staff Attorney

BUDGETARY CONSIDERATIONS:

None

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: _____

SUPERVISOR: JOHNATHAN BALL (Jul 24, 2024 12:19 CDT)

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 25, 2024 18:10 CDT)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Report Regarding the 2024 Anticipated Collection Rate and 2023 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 2024 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 2023 excess debt tax collections.

The 2024 anticipated collection rate and the 2023 excess debt tax collections have been projected at 100% collection.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

The Report Regarding the 2024 Anticipated Collection Rate and 2023 Excess Debt Tax Collections is submitted to the Board for information purposes only and requires no Board action.

Attachment: ☑

SUBMITTED BY: Iris Luna **SUPERVISOR:** Lorena Garcia

For further information contact:
Name: Iris Luna, RTSBA
Office: (956) 618-6016
Email: iris.luna@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jul 17, 2024 07:36 CDT)

Superintendent of Schools

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. PCC.

July 8, 2024

MCALLEN ISD
IRIS LUNA
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: 2024 MCALLEN ISD Anticipated Collection Rate
And Excess 2022 Debt Tax Collections

Dear Mr/s. LUNA:

As you are aware, a taxing unit that levies a Debt Tax must consider anticipated collections in calculating the debt component of its Rollback Tax Rate. The collector must certify the above mentioned in addition to excess Debt Tax Collections for the year 2023 to the governing body.

Certification

This is to certify that the Estimated Collection Rate for the year 2024 has been projected at the 100% rate.

Also, the 2023 Estimated Collection Rate was projected at 100% and consequently no excess Debt Tax Collections are to be reported in Schedule "B", 2023 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 13, 2024

SUBJECT: Report Regarding Taxes Collected for the Quarter of April - June 2024

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 273,703.93 for April through June 2024. 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 2024 Tax Collections Reports are attached. The amount collected was $2,517,811.20.
April:
Local Maintenance Collection $1,210,320.70
Debt Service Collection $201,721.41
May:
Local Maintenance Collection $524,316.28
Debt Service Collection $90,762.63
June:
Local Maintenance Collection $421,813.93
Debt Service Collection $68,876.25

LEGAL REVIEW:

Not required.

BUDGETARY CONSIDERATIONS:

Not required.

RECOMMENDED BOARD ACTION:

The Report Regarding Taxes Collected for April through June 2024 is submitted to the Board for information purposes only and requires no Board action.

Attachment: ☑

SUBMITTED BY: Iris Luna **SUPERVISOR:** Lorena Garcia

For further information contact:
Name: Iris Luna, RTSBA
Office: (956) 618-6016
Email: iris.luna@mcallenisd.net

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Jul 18, 2024 16:21 CDT)

Superintendent of Schools

PREPARED BY: Josue Guerra

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN I.S.D. TAXES COLLECTED FOR:
APRIL 2024

COMPARATIVE RATE OF COLLECTIONS

MCALLEN I.S.D. SML - 47	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2023/2024	COLLECTED 2022/2023
2023 TAX ROLL	-	82,646,747.68	-	86,978,100.59	4,331,352.91	95.02%	95.94%
2022 & PRIOR YRS	7,120,885.27	1,890,458.32	(142,591.06)	(369,783.85)	4,718,052.04	28.61%	27.48%
ROLLBACK	34,512.82	96,130.19	-	79,067.61	17,450.24	84.64%	37.31%
TOTALS	7,155,398.09	84,633,336.19	(142,591.06)	86,687,384.35	9,066,855.19		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MARCH 2024

	MCALLEN ISD	MONTHLY MODIFICATIONS	
CURRENT YEAR-BASE TAX	1,209,584.90	1,436.16	CURRENT
CURRENT YEAR-P&I	119,443.30		
PRIOR YEARS-BASE TAX	202,457.21	-	PRIOR
PRIOR YEARS-P&I	106,150.22		
ROLLBACK	-	16,233.12	ROLLBACK
ROLLBACK P&I	-		
ATTORNEY FEES	74,087.75	-	PURGED
TOTAL COLLECTIONS	1,711,723.38	17,669.28	
LESS TRANSFERRED	1,138,519.58		
LESS IN TRANSIT	559,160.06		
LESS DUE TO HCAD COMM FEES	189.74		
LESS DUE TO CO TREASURER	13,854.00		
LESS COURT ORDER INTEREST			
BALANCE	(0.00)		

**********AFFIDAVIT**********

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

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

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

SWORN AND SUBSCRIBED BEFORE ME THIS 13TH DAY OF MAY 2024 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC
Jose Edgar Jaramillo
Notary ID#
12911866-7
My Comm. Exp.
9-10-2024
STATE OF TEXAS

PREPARED BY: Josue Guerra

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN I.S.D. TAXES COLLECTED FOR:
MAY 2024

COMPARATIVE RATE OF COLLECTIONS

MCALLEN I.S.D. SML - 47	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2023/2024	COLLECTED 2022/2023
2023 TAX ROLL	-	83,201,893.19	-	86,857,287.47	3,655,394.28	95.79%	96.48%
2022 & PRIOR YRS	7,120,885.27	1,950,391.72	(142,591.06)	(396,896.81)	4,631,005.68	29.63%	30.49%
ROLLBACK	34,512.82	96,130.19	-	79,067.61	17,450.24	84.64%	57.23%
TOTALS	7,155,398.09	85,248,415.10	(142,591.06)	86,539,458.27	8,303,850.20		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MAY 2024

	MCALLEN ISD	MONTHLY MODIFICATIONS	
CURRENT YEAR-BASE TAX	555,145.51	(120,813.12)	CURRENT
CURRENT YEAR-P&I	79,400.42		
PRIOR YEARS-BASE TAX	59,933.40	(27,112.96)	PRIOR
PRIOR YEARS-P&I	25,928.59		
ROLLBACK	-	-	ROLLBACK
ROLLBACK P&I	-		
ATTORNEY FEES	28,580.47	-	PURGED
TOTAL COLLECTIONS	748,988.39	(147,926.08)	
LESS TRANSFERRED	411,288.52		
LESS IN TRANSIT	323,675.62		
LESS DUE TO HCAD COMM FEES	170.25		
LESS DUE TO CO TREASURER	13,854.00		
LESS COURT ORDER INTEREST			
BALANCE	-		

**********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 IS CORRECT.

Pablo Paul Villarreal Jr.

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

HIDALGO COUNTY ASSESSOR & COLL OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 10TH DAY OF JUNE 2024 A.D.

Mark Martinez

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC
Mark A. Martinez
Notary ID# 13366428-4
My Comm. Exp. 04-18-2026
STATE OF TEXAS

PREPARED BY: Josue Guerra

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
MCALLEN I.S.D. TAXES COLLECTED FOR:
JUNE 2024

COMPARATIVE RATE OF COLLECTIONS

MCALLEN I.S.D. SML - 47	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2023/2024	COLLECTED 2022/2023
2023 TAX ROLL	-	83,600,126.73	-	86,722,196.67	3,122,069.94	96.40%	96.99%
2022 & PRIOR YRS	7,120,885.27	2,042,848.36	(142,591.06)	(405,253.14)	4,530,192.71	31.08%	31.61%
ROLLBACK	34,512.82	96,130.19	-	79,067.61	17,450.24	84.64%	57.23%
TOTALS	7,155,398.09	85,739,105.28	(142,591.06)	86,396,011.14	7,669,712.89		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JUNE 2024

	MCALLEN ISD	MONTHLY MODIFICATIONS	
CURRENT YEAR-BASE TAX	398,233.54	(135,090.80)	CURRENT
CURRENT YEAR-P&I	59,553.76		
PRIOR YEARS-BASE TAX	92,456.64	(8,356.33)	PRIOR
PRIOR YEARS-P&I	36,623.32		
ROLLBACK	-	-	ROLLBACK
ROLLBACK P&I	-		
ATTORNEY FEES	26,837.99	-	PURGED
TOTAL COLLECTIONS	613,705.25	(143,447.13)	
LESS TRANSFERRED	298,736.88		
LESS IN TRANSIT	301,037.56		
LESS DUE TO HCAD COMM FEES	76.81		
LESS DUE TO CO TREASURER	13,854.00		
LESS COURT ORDER INTEREST			
BALANCE	(0.00)		

**********AFFIDAVIT**********

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

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

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

SWORN AND SUBSCRIBED BEFORE ME THIS 11TH DAY OF JULY 2024 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC
Jose Edgar Jaramillo
Notary ID#
12911866-7
My Comm. Exp.
9-10-2024
STATE OF TEXAS

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Report Regarding Long-Range Facilities Master Planning

REFERENCE: Goal 3 - Facility Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

A facilities master plan (FMP) is a document that describes the state of a district's infrastructure, details the capacity of school buildings within a district, and forecasts trends to determine future student populations.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

On December 14, 2015, the Agreement for Request for Qualifications No. 2015-056 - Comprehensive Audit of McAllen ISD Facilities Maintenance and Operations with MGT of America, Inc. was approved by the Board in the amount of $151,229. On April 23rd, 2018, The Board of Trustees approved the McAllen ISD Facilities Education Master Plan. The Plan is aligned with the District's Strategic Plan. Facilities Maintenance Operations provided monthly reports since 2015 to 2018. The plan was communicated to parents and staff through informational meetings. Revisions to the McAllen ISD Facilities Education Master Plan was approved on January 7, 2019.

This report regarding is provided to inform the board and the community of the intent to begin the Long-Range Facilities Master planning process once again to plan for future facilities improvements.

LEGAL REVIEW:

Not applicable.

BUDGETARY CONSIDERATIONS:

Not applicable.

RECOMMENDED BOARD ACTION:

This item is for information purposes only.

Attachment: ☑

SUBMITTED BY: Ruben Trevino

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Ruben Trevino, Executive Director for Facilities, Maintenance, and Operations
Office: (956) 632-3200
Email: ruben.trevino@mcallenisd.net

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Aug 6, 2024 13:21 CDT)

Superintendent of Schools

Long-Range Facilities Master Planning

August 13, 2024

What is a Facilities Master Plan (FMP)?

- A facilities master plan (FMP) is a document that describes the state of a district's infrastructure, details the capacity of school buildings within a district, and forecasts trends to determine future student populations.
- It also provides up-to-date information on recently completed improvement projects and identifies issues that still need to be addressed.
- Most plans also include information about the costs associated with future projects and what goals they're meant to achieve.
- Most also include a long-term school maintenance plan specifically focusing on maintaining facilities to ensure safety and security.

Benefits of Creating a Facilities Master Plan

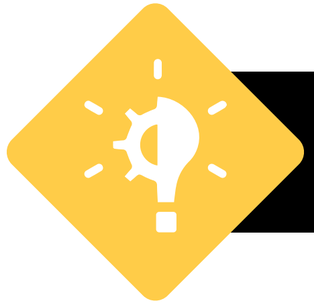
Address Needs Proactively

- Rather than waiting for systems to break down or for buildings to reach capacity, school faculty can take early action and address facility needs proactively.
- Planning for these needs in advance also reduces costs by limiting future repairs and maintenance.

Distribute Resources Effectively

- Thoughtful facility planning allows districts to distribute limited resources in a way that serves the most students effectively.
- Upgrading outdated buildings, adding capacity, and placing specialized programs promote equity and allow for the equitable distribution of resources across a school district.

Benefits of Creating a Facilities Master Plan



Plan for Future

- FMPs allow you to recognize future expenses, allowing you to plan a budget that accounts for future renovations as well as ongoing maintenance.
- Facility managers have to consider many different factors to bring their buildings up to 21st-century standards. A master plan helps facilitate discussions around how to budget, plan, and prioritize future facility maintenance projects.

Input from Community

- A public-facing facilities plan allows for input from community stakeholders like school administrators, teachers, students, parents, and community members.

How to Create a Facilities Master Plan

The quality of a school facilities master plan can have long-lasting implications on the district's infrastructure, including its longevity and how well it serves the needs of our students and staff. It's crucial to approach the planning process with clearly outlined goals and objectives in mind.

How to Create a Facilities Master Plan

Form a Task Force

Teachers, students, parents, school administrators, principals, community members, business leaders, and members of our school board.

Gather Data

Demographics
Enrollment Projections
Facility conditions

Align with Goals

Consider how improvements to certain buildings complement the larger initiatives and goals that our district is setting for the future.

Identify Projects

Construction of new buildings
Renovations of existing structures
Closures of unnecessary facilities
Addressing capacity concerns
Repairing or replacing critical district infrastructure

Budget & Timeline

Prioritize our district's projects by need to be able to effectively budget and create a rough timeline.
This ensures that we are able to address our district's most pressing issues first, and then tackle smaller repairs or cosmetic activities later on.

Present & Approve

Present plans and gather community input.
Hold focus groups, host surveys and public meetings
Use social media
Present the Master Plan to the Board for Approval.

MISD Facilities Education Master Plan

Hire Consultant

On December 14, 2015, the Agreement for Request for Qualifications No. 2015-056 - Comprehensive Audit of McAllen ISD Facilities Maintenance and Operations with MGT of America, Inc. was approved by the Board in the amount of $151,229.

Gathering Input and Presenting Findings

The District held 8 Town Hall Meetings, 9 Focus Group Sessions, and conducted a survey of the community, which included parents, district staff, community and students. This was facilitated by MGT where their findings were presented.

Discussions with Board

During several Board workshops, the board was involved in budget discussions related to reduced enrollment, facility needs, the possible repurposing of buildings and improving safety and security.

Board Approval

On April 23rd, 2018, The Board of Trustees approved the McAllen ISD Facilities Education Master Plan. The Plan is aligned with the District's Strategic Plan. Facilities Maintenance Operations provided monthly reports since 2015 to 2018. The plan was communicated to parents and staff through informational meetings.

Revisions – Board Approval

Revisions to the McAllen ISD Facilities Education Master Plan was approved on January 7, 2019.

Next Steps – Hire a Consultant

- **Form a Task Force**
- **Advertise for a Request for qualifications beginning week of August 26, 2024**
- **Evaluate, rank RFQ and present to Board September 24, 2024 Board meeting**
- **Board approval of contract October 8, 2024 and issue notice to proceed**

Questions

August 2024

McALLEN INDEPENDENT SCHOOL DISTRICT

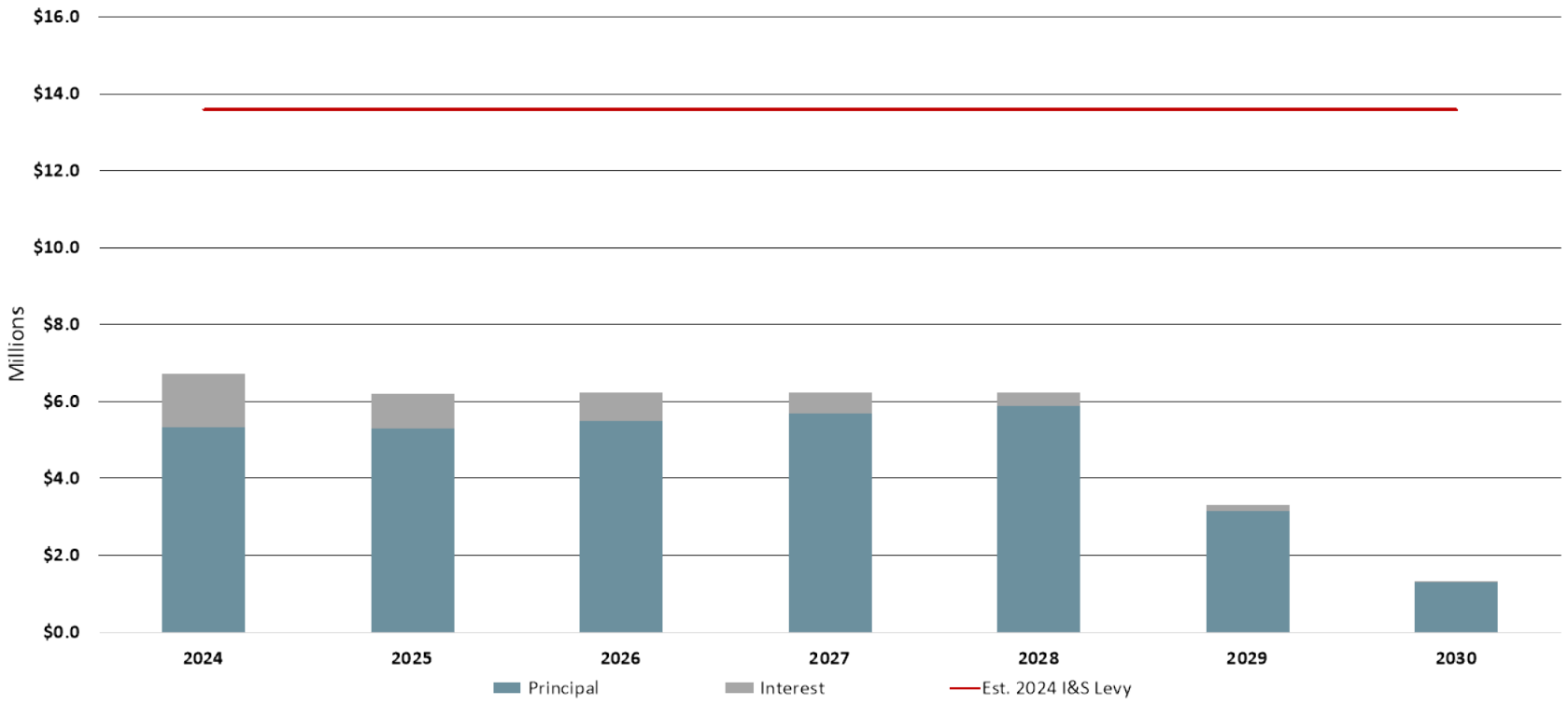
Debt Overview
2025 Defeasance

ESTRADA HINOJOSA
INVESTMENT BANKERS
Dallas • Austin • Chicago • Houston • Miami • New York • Rio Grande Valley • San Antonio

Outstanding Debt – I&S Debt

Ratings	
Agency	Rating
S&P	AA-
Moodys	Aa2

General Obligation Debt Outstanding			
Series	**Outstanding**	**Callable**	**Call Date**
U/L Tax Ref Bds Ser 2020A	$ 7,015,000	-	Non-Call
U/L Tax Ref Bds Taxable Ser 2020B	19,785,000	-	Non-Call
TOTAL OUTSTANDING PRINCIPAL	$ 26,800,000	$ -	

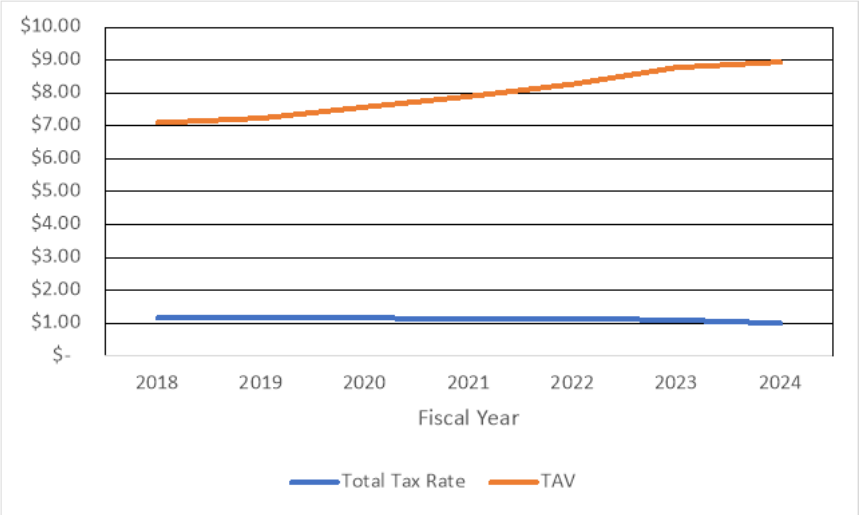


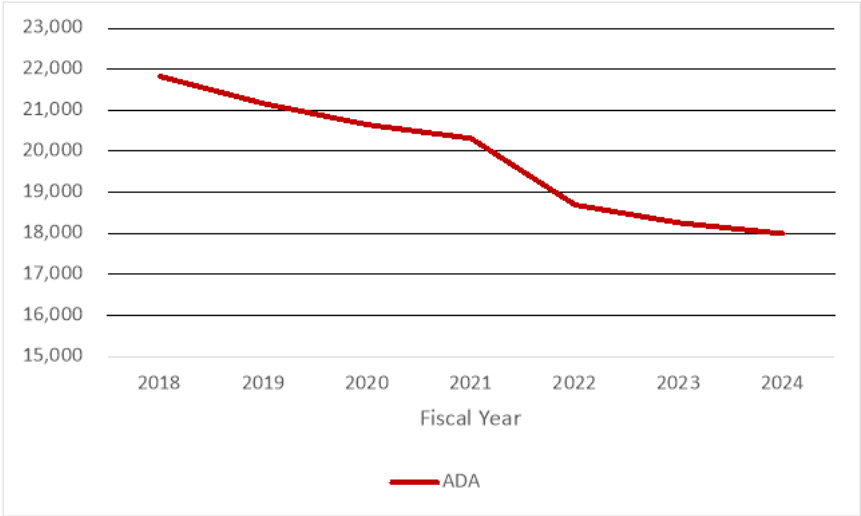
Historical ADA, Tax Rates, and TAV

Historical Tax Rate (Fiscal Year)							
Fiscal Year	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
M&O	$ 1.1550	$ 1.1550	$ 1.0586	$ 1.0450	$ 1.0486	$ 1.0206	$ 0.8448
I&S	-	-	0.0942	0.0936	0.0884	0.0758	0.1563
Total	$ 1.1550	$ 1.1550	$ 1.1528	$ 1.1386	$ 1.1370	$ 1.0964	$ 1.0011

Net Taxable Assessed Value (*$bn*) and Levy (*$mm*)							
Fiscal Year	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
TAV	$ 7.09	$ 7.23	$ 7.57	$ 7.89	$ 8.27	$ 8.77	$ 8.94
Levy	$ 79.98	$ 83.16	$ 87.45	$ 88.39	$ 90.49	$ 96.62	$ 86.31

Average Daily Attendance							
Fiscal Year	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
ADA	21,825	21,161	20,645	20,311	18,697	18,255	17,992





McALLEN INDEPENDENT SCHOOL DISTRICT

Note: Information sourced from public records. The district issued and currently receives Federal subsidy payments with respect to its 2011 and 2012 Notes.

ESTRADA HINOJOSA INVESTMENT BANKERS

2025 Cash Defeasance

Defeasance: Defeasance is a provision in a contract that voids outstanding debt on a balance sheet when the borrower sets aside cash or bonds sufficient enough to service the debt.

Defeasance Resolution: Defeasance resolution for the early repayment of outstanding principal. Board approves a legal debt obligation to pay above the annual debt service.

2023-2024

- Defeasance in June 2024 paid about $7.9 million in principal early.

2024-2025

- I&S tax rate of $0.16160
- I&S revenue for defeasance about $7,872,000
- Defeasance in Spring 2025 after tax collections.
- Defeasance Resolution needs School Board approval before setting the tax rate.
- Estrada Hinojosa to work with counsel and administration for document preparation.

Projected 2025 I&S Cash Defeasance

SAVINGS

McAllen Independent School District
2025 Cash Defeasance

Date	*Prior Debt Service*	*Refunding Net Cash Flow*	*Savings @ 0.0000000%*	*Present Value to 04/25/2025*
06/30/2026	229,200.00		229,200.00	229,200.00
06/30/2027	229,200.00		229,200.00	229,200.00
06/30/2028	4,229,200.00		4,229,200.00	4,229,200.00
06/30/2029	2,029,200.00		2,029,200.00	2,029,200.00
06/30/2030	1,341,600.00		1,341,600.00	1,341,600.00
	8,058,400.00	0.00	8,058,400.00	8,058,400.00

Savings Summary

PV of savings from cash flow	8,058,400.00
Less: Prior funds on hand	-7,872,372.81
Net PV Savings	186,027.19

McAllen Independent School District

PRE

Tax Rate Impact

FOR DISCUSSION ONLY

All Amounts are Estimates

Collections Rate
100.00%

FYE 6/30	Taxable Assessed Valuation [1]	AV Growth	Outstanding Debt Service	I&S Difference	2025 Defeasance Calculation*	2026 Defeasance Calculation*	Total Net Debt Service	Estimated Calculated I&S	I&S Tax Rate Inc or (Dec)	FYE 6/30
2025	**$ 8,836,031,452**	4.3%	$ 6,218,350	$ 8,060,677	$ -	$ -	$ 14,279,027	$ 0.16160	0.00530	2025
2026	9,189,472,710	4.0%	6,223,750	8,855,638	(229,200)	-	14,850,188	$ 0.16160	-	2026
2027	9,557,051,618	4.0%	6,224,750	-	(229,200)	(5,995,550)	-	-	(0.16160)	2027
2028	9,939,333,683	4.0%	6,232,450	-	(4,229,200)	(2,003,250)	-	-	-	2028
2029	10,237,513,694	3.0%	3,324,000	-	(2,029,200)	(1,294,800)	-	-	-	2029
2030	10,544,639,105	3.0%	1,341,600	-	(1,341,600)	-	-	-	-	2030
2031	10,755,531,887	2.0%	-	-	-	-	-	-	-	2031
2032	10,755,531,887	0.0%	-	-	-	-	-	-	-	2032
2033	10,755,531,887	0.0%	-	-	-	-	-	-	-	2033
2034	10,755,531,887	0.0%	-	-	-	-	-	-	-	2034
2035	10,755,531,887	0.0%	-	-	-	-	-	-	-	2035
Total			$ 29,564,900	$ 16,916,315			$ 29,129,215			**Total**

[1] Source: Hidalgo County Appraisal District (Freeze Adjusted Taxable Grand Total).

*Preliminary.

- Defeasance pays debt early that initially would have gone through FYE 2030.
- All of the McAllen ISD's I&S debt will be paid of in FYE 2026.
- No debt starting in FYE 2027.
- Potential capacity for future infrastructure projects of approximately $290 million.

Disclaimer

This document is intended for discussion purposes only and, in conjunction with oral presentations and further negotiations, is subject to the final terms of definitive transaction related written agreements, if appropriate, and is not a commitment to lend money, underwrite or purchase securities or commit capital, nor does it obligate this firm to enter into written agreements. The terms and conditions described herein are an indicative summary which may be amended or replaced by subsequent summaries.

This document is intended for the exclusive use of the entity identified on the cover page hereof or otherwise identified as the recipient by a member of the firm and may contain information proprietary to Estrada Hinojosa, which by acceptance of this document obligates you to use discretion when sharing the proposed terms for any prospective transaction.

Estrada Hinojosa does not provide accounting, tax or legal advice and any discussion of such matters herein should not be relied upon by you as a guarantee or commitment of a specific result should a transaction occur. All numbers and prices discussed herein are preliminary and indicative of market conditions on the date prepared and do not represent bids or offers, and you should determine, without reliance upon us, the economic risks and merits as well as the legal and tax consequences of any such transaction, keeping in mind that the results of analyses from any quantitative model which represent potential future events that may or may not occur, and that may not include every particular material fact related to a proposed transaction, are by their nature subject to further discussion and examination.

Securities offered through TRB Capital Markets, LLC (d/b/a Estrada Hinojosa) ("Estrada Hinojosa") © Member: FINRA & SIPC.

All rights reserved. No part of this document may be reproduced in any manner without the written permission of Estrada Hinojosa.

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on the McAllen Independent School District July Budget Amendment for Fiscal Year Beginning July 1, 2024 and Ending June 30, 2025.

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	Capital Projects Fund
Unaudited Fund Balance	$ 127,058,169	$ 5,622,896
Revenues	249,135,131	0
Expenditures	260,126,418	5,015,254
Preliminary Ending Fund Balance	$ 116,066,882	$ 607,642

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on the McAllen Independent School District July Budget Amendment for Fiscal Year Beginning July 1, 2024 and Ending June 30, 2025.

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 and Capital Projects Fund for Fiscal Year Beginning July 1, 2024 and Ending June 30, 2025.

Attachment: ☑

SUBMITTED BY: Iris Luna **SUPERVISOR:** Lorena Garcia

For further information contact:
Name: Iris Luna, RTSBA
Office: (956) 618-6016
Email: iris.luna@mcallenisd.net

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Aug 5, 2024 14:18 CDT)

Superintendent of Schools

McAllen Independent School District
Summary Report as of July 31, 2024
Review of Budget Amendments and Proposed Amendments

GENERAL FUND

	A	B	C	D
		Budget Amendments Under Consideration		
Description	Original Budget	Revisions	Transfers	Revised Budget 07/31/2024
Unaudited Fund Balance	**127,058,169**			**127,058,169**
Revenues:				
Local:				
Property Taxes	79,212,593			79,212,593
Interest Income	3,060,000			3,060,000
Other Local Income	2,176,542			2,176,542
State:	140,703,661			140,703,661
Federal:	23,947,355			23,947,355
Other Sources:	0	34,980		34,980
Total Revenues	**249,100,151**	**34,980**	**0**	**249,135,131**
Expenditures:				
11 Instruction	132,270,921	181,158	15,769	132,467,848
12 Inst. Res. & Media Services	3,349,732		75	3,349,807
13 Curriculum Dev. & Inst. Staff Dev.	3,862,783	82,180	25,297	3,970,260
21 Inst. Leadership	3,460,537	352,530	(165,959)	3,647,108
23 School Leadership	13,842,089	50,000	45,160	13,937,249
31 Guid., Counseling & Eval. Ser.	10,829,063	20,000	2,417	10,851,480
32 Social Work Services	1,970,180			1,970,180
33 Health Services	3,026,343			3,026,343
34 Student (Pupil) Trans.	4,940,668	101,000		5,041,668
35 Food Services	21,826,304	343,400		22,169,704
36 Curricular/Extracurricular Act.	9,896,442	863,924	(68,734)	10,691,632
41 General Administration	7,650,393	45,000	46,750	7,742,143
51 Plant Maint. & Operations	20,698,687	1,988,940	(267,542)	22,420,085
52 Security and Monitoring Serv.	5,048,236	1,606,624	399,059	7,053,919
53 Data Processing Services	5,251,154	671,144	(37,542)	5,884,756
61 Community Services	82,415		5,250	87,665
71 Debt Service	4,481,506			4,481,506
81 Fac. Acquisition & Const.	0	220,367		220,367
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000			40,000
99 Other Intergovernmental Charges	1,072,698			1,072,698
Other Uses	0			0
Total Expenditures	**253,600,151**	**6,526,267**	**0**	**260,126,418**
Preliminary Ending Fund Balance	**122,558,169**	**(6,491,287)**	**0**	**116,066,882**

GENERAL FUND
Revisions

REVENUES:

Other Sources

	- Carry-forward Balance from 2023-2024 for Fence at Gonzalez Elementary for Fund 199 General Fund	$ 34,980	
			34,980
	Grand Total		$ 34,980

EXPENDITURES:

Function 11	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Region One DMAC Solutions Software	$ 56,158	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Balance from 2023-2024 for Sharon Wells/Pearlized Math Printing Materials	125,000	
			181,158
Function 13	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Region One DMAC Solutions Software	$ 82,180	
			82,180
Function 21	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Balance from 2023-2024 for Gifted and Talented Additional Funding	$ 300,000	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Backpacks and School Supplies for Back to School Bash	52,530	
			352,530
Function 23	- Transfer from Fund Balance for Fund 164 Bilingual for Ellevation Language Proficiency Assessment Committee (LPAC) Software	$ 50,000	
			50,000
Function 31	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Balance from 2023-2024 for Texas Success Initiative (TSI) Testing	$ 20,000	
			20,000
Function 34	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Balance from 2023-2024 for Transportation Fuel Reserve	$ 85,000	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Transportation Safety Harness	16,000	
			101,000
Function 35	- Transfer from Fund Balance for Fund 101 Food Service for Walk-in Freezer at Central Kitchen	$ 343,400	
			343,400
Function 36	- Transfer from Assigned Fund Balance for Fund 183 Athletics - Athletics Replacement Schedule - Uniform Replacements and Athletic Training Equipment	$ 259,500	
	- Transfer from Assigned Fund Balance for Fund 184 Fine Arts - Fine Arts Replacement Schedule - Uniform Replacements, Band Instruments and Rowe Auditorium Sound System	258,500	
	- Transfer from Assigned Fund Balance for Fund 184 Fine Arts - Frio Hydration Station Cooling Areas for Students	26,389	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Balance from 2023-2024 for MITV Pressbox	319,535	
			863,924
Function 41	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Balance from 2023-2024 for MITV Trailer Air Condition	$ 10,000	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Balance from 2023-2024 for Human Resources Employee Access Cards and Travel Software Module	35,000	
			45,000
Function 51	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Balance from 2023-2024 for Facilities Maintenance and Operations Fuel Reserve, Light Poles and Memorial Pressbox	$ 236,500	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Balance from 2023-2024 for Marquees at Various Campuses	300,000	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Balance from 2023-2024 for Intercom Replacements at Various Campuses	1,452,440	
			1,988,940

GENERAL FUND
Revisions

Function 52	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Balance from 2023-2024 for Police Department Fuel Reserve	$ 8,000	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Balance from 2023-2024 for Security Camera Replacements at Various Campuses	1,598,624	
			1,606,624
Function 53	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Digital System Control for High Schools	$ 60,018	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Balance from 2023-2024 for Sungard Financial System and UPS Power Supply	61,126	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Balance from 2023-2024 for Chromebook Chargers	100,000	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Balance from 2023-2024 for Intercom Replacements at Various Campuses	450,000	
			671,144
Function 81	- Carry-forward Balance for Fence at Gonzalez Elementary for Fund 199 General Fund	$ 34,980	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Carry-forward Balance from 2023-2024 for AG Farm Escrow	185,387	
			220,367
	Grand Total		$ 6,526,267

McAllen Independent School District
Summary Report as of July 31, 2024
Review of Budget Amendments and Proposed Amendments

CAPITAL PROJECTS

	A	B	C	D
		Budget Amendments Under Consideration		
Description	Original Budget	Revisions	Transfers	Revised Budget 07/31/2024
Unaudited Fund Balance	**5,622,896**			**5,622,896**
Revenues:				
Local				
Other Local Income	0			0
Other Sources	0			0
Total Revenues	**0**	**0**	**0**	**0**
Expenditures:				
36 Curricular/Extracurricular Act.		87,600		87,600
51 Plant Maint. & Operations	279,043		33,059	312,102
52 Security and Monitoring Serv.			389,346	389,346
81 Fac. Acquisition & Const.	4,648,611		(422,405)	4,226,206
Total Expenditures	**4,927,654**	**87,600**	**0**	**5,015,254**
Preliminary Ending Fund Balance	**695,242**	**(87,600)**	**0**	**607,642**

CAPITAL PROJECTS FUND
Revisions

REVENUES:

- None for July 2024		
	Grand Total	$ -

EXPENDITURES:

- Transfer from Fund Balance for Fund 619 MISD Maintenance Tax Note 2020 - MITV Pressbox Carry-forward Balance from 2023-2024	$ 87,600	
		87,600
	Grand Total	$ 87,600

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

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: Iris Luna **SUPERVISOR:** Lorena Garcia

For further information contact:
Name: Iris Luna, RTSBA
Office: (956) 618-6016
Email: iris.luna@mcallenisd.net

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Jul 17, 2024 07:34 CDT)

Acting 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 13th day of August, 2024.

APPROVED:

_____
Ms. Sofia M. Peña
President, Board of Trustees

ATTEST

_____
Mrs. Erica De La Garza-Lopez
Secretary, Board of Trustees

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

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, and the Coordinator of Accounting 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: Iris Luna **SUPERVISOR:** Lorena Garcia

For further information contact:
Name: Iris Luna, RTSBA
Office: (956) 618-6016
Email: iris.luna@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jul 17, 2024 15:22 CDT)

Acting 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: Lorena Garcia, Deputy Superintendent for Business & Operations, Iris Luna, Chief Financial Officer, Dyanira Diaz, Director of Accounting, and Vanessa Arrezola, Coordinator of Accounting. 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 13th DAY OF August 2024.

By _____
Ms. Sofia M. Peña
President, Board of Trustees

ATTEST:

By _____
Mrs. Erica De La Garza-Lopez
Secretary, Board of Trustees

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Final Payment to Noble Texas Builders, LLC on Contract No. 2023-116 Design-Build for University of Texas Rio Grande Valley (UTRGV) / McAllen Independent School District (MISD) Collegiate Academy

REFERENCE: Goal 3: Facility Priorities, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On December 12, 2022, the Board of Trustees approved the Guaranteed Maximum Price (GMP) for the Construction of the University of Texas Rio Grande Valley (UTRGV) / McAllen Independent School District (MISD) Collegiate Academy and awarded Noble Texas Builders, LLC.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Administration is recommending approval of final payment on this project.

LEGAL REVIEW:

None

BUDGETARY CONSIDERATIONS:

The final contract price for this project was $23,400,000.00. Funds for this project were available through Fund 697 - UTRGV / MISD Collegiate Academy. UTRGV's contribution toward the project is $12,500,000.00.

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve the final payment to Noble Texas Builders, LLC in the amount of $1,170,000.00 for Contract No. 2023-116 UTRGV / MISD Collegiate Academy.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Lorena Garcia

For further information contact:
Name: Ruben D. Trevino
Office: (956) 661-6887
eMail: ruben.trevino@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 6, 2024 09:07 CDT)

Superintendent of Schools

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: McAllen Independent School District
2000 N. 23rd Street
McAllen, Texas 78501
ATTN: Ruben Trevino
FROM: Noble Texas Builders, LLC
108 S. Main
La Feria, TX 78559

PROJECT #: 23-0202-00 UTRGV McAllen ISD Collegiate Academy
CONTRACT FOR: McAllen Independent School District
2000 N. 23rd Street
McAllen, Texas 78501
Architect: GMS Architects
1150 Paredes Line Road
Brownsville, Texas 78521

APPLICATION NO: 19
APPLICATION DATE: July 24, 2024
PERIOD FROM: July 1, 2024
TO: July 31, 2024
CONTRACT DATE: January 11, 2022

DISTRIBUTION TO:
[X] OWNER
[X] ARCHITECT
[ ] CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders Approved in previous months by Owner		
TOTAL		
Approved this Month		
Number / Date Approved		
TOTALS	$0.00	$0.00
Net change by Change Orders		$0.00

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

CONTRACTOR: NOBLE TEXAS BUILDERS

BY: DATE: 7-23-24

Ramon Dones
Project Manager

The present status of the account for this Contract is as follows:

1.	ORIGINAL CONTRACT SUM	$ 23,400,000.00	
2.	Net change by Change Orders	$ 0.00	
3.	CONTRACT SUM TO DATE(Line 1+-2)	$ 23,400,000.00	
4.	TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$ 23,400,000.00 =	100.0%
5.	RETAINAGE : 5% of Completed Work	0.00	
6.	TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$ 23,400,000.00	
7.	LESS PREVIOUS CERTIFICATES for PAYMENT (Line 6 from prior Certificate)	$ 22,230,000.00	
8.	CURRENT PAYMENT DUE	$ 1,170,000.00	
9.	Plus Applicable Taxes 0%	0.00	
10.	**CURRENT PAYMENT DUE**	**1,170,000.00**	
11.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less (Line 6 x Tax)	$ 0.00	

State Of: Texas County of: Cameron County
Subscribed and sworn to before me this 23rd day of July

Dahlia M. Gonzalez

My Commision expires: January 30, 2028

DAHLIA MELINDA GONZALEZ
Notary ID #134738603
My Commission Expires
January 30, 2028

OWNER'S / ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data compromising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and beleif, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 1,170,000.00
(Attach explanation if amount certified differs from the amount applied for.)

BY: DATE: 07/25/2024

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

APPROVED FOR PAYMENT

Melissa Ortiz — Jul 31, 2024
Melissa Ortiz (Jul 31, 2024 11:45 CDT)
Signature Date

Roel Morales — Aug 2, 2024
Roel Morales (Aug 2, 2024 09:38 CDT)
Signature Date

Gerardo M. Rodriguez, Jr. — Aug 2, 2024
Signature Date

McAllen

APPLICATION NO: **19**
APPLICATION DATE: **July 24, 2024**
July 1, 2024
TO: **July 31, 2024**

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

22-0202-00 UTRGV McAllen ISD Collegiate Academy

A	B	C	D	E	F	G		H	I
			WORK COMPLETED			TOTAL COMPLETED			
				This Application		AND STORED	%	BALANCE	RETAINAGE
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	Previous Applications	Work in Place	Stored Mat'l (not in D or E)	TO DATE (D+E+F)	(G/C)	TO FINISH (C-G)	5%
	DIVISION 01 - GENERAL REQUIREMENTS								
1									
2	General Conditions	555,516.00	555,516.00	0.00	0.00	555,516.00	100%	0.00	0.00
3	Fee	807,300.00	807,300.00	0.00	0.00	807,300.00	100%	0.00	0.00
4	Insurance	81,258.00	81,258.00	0.00	0.00	81,258.00	100%	0.00	0.00
5	Payment and Performance Bond	260,479.00	260,479.00	0.00	0.00	260,479.00	100%	0.00	0.00
6	Building Permit	33,385.00	33,385.00	0.00	0.00	33,385.00	100%	0.00	0.00
7	AGC/Partnering	16,200.00	16,200.00	0.00	0.00	16,200.00	100%	0.00	0.00
8	Management Information System	89,655.00	89,655.00	0.00	0.00	89,655.00	100%	0.00	0.00
9				0.00					
10				0.00					
11	Construction Documents	650.00	650.00	0.00	0.00	650.00	100%	0.00	0.00
12	As-Builts	500.00	500.00	0.00	0.00	500.00	100%	0.00	0.00
13	First Aid Kits	150.00	150.00	0.00	0.00	150.00	100%	0.00	0.00
14	First Aid Kit - Supplies	750.00	750.00	0.00	0.00	750.00	100%	0.00	0.00
15	Water, Cups, & Ice	1,500.00	1,500.00	0.00	0.00	1,500.00	100%	0.00	0.00
16	Safety	2,588.00	2,588.00	0.00	0.00	2,588.00	100%	0.00	0.00
17			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
18	Final Cleaning	19,082.00	19,082.00	0.00	0.00	19,082.00	100%	0.00	0.00
	SUBTOTAL DIVISION 01	**1,869,013.00**	**1,869,013.00**	**0.00**	**0.00**	**1,869,013.00**	**100%**	**0.00**	**0.00**
	DIVISION 02 - EXISTING CONDITIONS								
19	Termite Treatment	9,700.00	9,700.00	0.00	0.00	9,700.00	100%	0.00	0.00
20	SWPPP Material & Labor	17,950.00	17,950.00	0.00	0.00	17,950.00	100%	0.00	0.00
21	SWPPP Maintenance	19,312.00	19,312.00	0.00	0.00	19,312.00	100%	0.00	0.00
22	Construction Entrance Clean up	7,557.00	7,557.00	0.00	0.00	7,557.00	100%	0.00	0.00
23	Daily House Keeping	25,211.00	25,211.00	0.00	0.00	25,211.00	100%	0.00	0.00
24	Dumpsters	25,764.00	25,764.00	0.00	0.00	25,764.00	100%	0.00	0.00
25	Rubbish Removal	23,250.00	23,250.00	0.00	0.00	23,250.00	100%	0.00	0.00
26	Spoil Removal	32,620.00	32,620.00	0.00	0.00	32,620.00	100%	0.00	0.00
27	Street Sweeper & Maintenance	34,948.00	34,948.00	0.00	0.00	34,948.00	100%	0.00	0.00
28	Material Handling	36,340.00	36,340.00	0.00	0.00	36,340.00	100%	0.00	0.00
29	Temporary Generator Power	14,300.00	14,300.00	0.00	0.00	14,300.00	100%	0.00	0.00
30	Permanent Power Start Up	42,000.00	42,000.00	0.00	0.00	42,000.00	100%	0.00	0.00
31	Construction Security & Surveliance	9,744.00	9,744.00	0.00	0.00	9,744.00	100%	0.00	0.00
32			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
33			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
34	Temporary Fencing	7,680.00	7,680.00	0.00	0.00	7,680.00	100%	0.00	0.00
35	**Fence**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
36	6ft Alum Fence Material	134,735.00	134,735.00	0.00	0.00	134,735.00	100%	0.00	0.00
37	6ft Alum Fence Labor	12,884.00	12,884.00	0.00	0.00	12,884.00	100%	0.00	0.00
38	6ft Ornamental Gates Material	93,890.00	93,890.00	0.00	0.00	93,890.00	100%	0.00	0.00
39	6ft Ornamental Gates Labor	11,140.00	11,140.00	0.00	0.00	11,140.00	100%	0.00	0.00
40	Cedar Fence Material	1,880.00	1,880.00	0.00	0.00	1,880.00	100%	0.00	0.00
41	Cedar Fence Labor	890.00	890.00	0.00	0.00	890.00	100%	0.00	0.00
42	Motors for Gates Material	44,520.00	44,520.00	0.00	0.00	44,520.00	100%	0.00	0.00
43	Motors for Gates Labor	10,750.00	10,750.00	0.00	0.00	10,750.00	100%	0.00	0.00
44	6ft Chainlink Fence Black Vinyl Material	19,760.00	19,760.00	0.00	0.00	19,760.00	100%	0.00	0.00

45	6ft Chainlink Fence Black Vinyl Labor	4,990.00	4,990.00	0.00	0.00	4,990.00	100%	0.00	0.00
46			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
47			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
48			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
49	**Landscaping & Irrigation Allowance**	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
50	Material	92,209.52	92,209.52	0.00	0.00	92,209.52	100%	0.00	0.00
51	Labor	56,700.00	56,700.00	0.00	0.00	56,700.00	100%	0.00	0.00
52	Contingency	20,830.48	20,830.48	0.00	0.00	20,830.48	100%	0.00	0.00
53	Irrigation	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
54	Material	72,010.00	72,010.00	0.00	0.00	72,010.00	100%	0.00	0.00
55	Labor	41,950.00	41,950.00	0.00	0.00	41,950.00	100%	0.00	0.00
56	Sleeves	13,300.00	13,300.00	0.00	0.00	13,300.00	100%	0.00	0.00
57	2" Meter	3,000.00	3,000.00	0.00	0.00	3,000.00	100%	0.00	0.00
58			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
59			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	SUBTOTAL DIVISION 02	**941,815.00**	**941,815.00**	**-**	**-**	**941,815.00**	**100%**	**$0**	**$0**
	DIVISION 3 - CONCRETE								
60			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
61	Slab Foundation	631,900.00	631,900.00	0.00	0.00	631,900.00	100%	0.00	0.00
62	2nd floor slab and large group insturction seating	163,694.00	163,694.00	0.00	0.00	163,694.00	100%	0.00	0.00
63	Sidewalk and sidewalk with canopy footings included	102,918.00	102,918.00	0.00	0.00	102,918.00	100%	0.00	0.00
64	7" paving with mono curb	414,678.00	414,678.00	0.00	0.00	414,678.00	100%	0.00	0.00
65	Rolling gate concrete footing	12,347.00	12,347.00	0.00	0.00	12,347.00	100%	0.00	0.00
66	Mech yard	24,467.00	24,467.00	0.00	0.00	24,467.00	100%	0.00	0.00
67	Light pole bases	23,256.00	23,256.00	0.00	0.00	23,256.00	100%	0.00	0.00
68	Transformer pad	2,980.00	2,980.00	0.00	0.00	2,980.00	100%	0.00	0.00
69	Dumpster pad	9,980.00	9,980.00	0.00	0.00	9,980.00	100%	0.00	0.00
70	Flagpole base drilling	905.00	905.00	0.00	0.00	905.00	100%	0.00	0.00
71	Electrical duct bank concrete	2,911.00	2,911.00	0.00	0.00	2,911.00	100%	0.00	0.00
72	Bond	48,651.00	48,651.00	0.00	0.00	48,651.00	100%	0.00	0.00
73		-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
74		-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	SUBTOTAL DIVISION 03	**1,438,687.00**	**1,438,687.00**	**$0.00**	**$0.00**	**$1,438,687.00**	**100%**	**$0.00**	**$0.00**
	DIVISION 4 - MASONRY								
75	Masonry	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
76	Mobilization	20,000.00	20,000.00	0.00	0.00	20,000.00	100%	0.00	0.00
77	CMU Material	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
78	CMU Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
79	Masonry Accessories	54,000.00	54,000.00	0.00	0.00	54,000.00	100%	0.00	0.00
80	Sand and Cement CMU	1,000.00	1,000.00	0.00	0.00	1,000.00	100%	0.00	0.00
81	Grout	1,500.00	1,500.00	0.00	0.00	1,500.00	100%	0.00	0.00
82	Grout Labor	1,000.00	1,000.00	0.00	0.00	1,000.00	100%	0.00	0.00
83	Brick Veneer Material	170,000.00	170,000.00	0.00	0.00	170,000.00	100%	0.00	0.00
84	Brick Veneer Labor	167,458.00	167,458.00	0.00	0.00	167,458.00	100%	0.00	0.00
85	Sand and Cement Brick	50,000.00	50,000.00	0.00	0.00	50,000.00	100%	0.00	0.00
86	Concealed Lintel Brick	15,000.00	15,000.00	0.00	0.00	15,000.00	100%	0.00	0.00
87	Concealed Lintel Labor	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	0.00
88	EIFS Material	150,000.00	150,000.00	0.00	0.00	150,000.00	100%	0.00	0.00
89	EIFS Labor	170,000.00	170,000.00	0.00	0.00	170,000.00	100%	0.00	0.00
90	Equipment Rental	20,000.00	20,000.00	0.00	0.00	20,000.00	100%	0.00	0.00
91	Scaffolding	50,000.00	50,000.00	0.00	0.00	50,000.00	100%	0.00	0.00
92	Grout Pump Rental	500.00	500.00	0.00	0.00	500.00	100%	0.00	0.00
93	Overhead & Profit	95,000.00	95,000.00	0.00	0.00	95,000.00	100%	0.00	0.00
94		-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	SUBTOTAL DIVISION 04	**1,000,458.00**	**1,000,458.00**	**$0.00**	**$0.00**	**$1,000,458.00**	**100%**	**$0.00**	**$0.00**
	DIVISION 5 - METALS								
95			-						
96	Shop Drawings	32,242.33	32,242.33	0.00	0.00	32,242.33	100%	0.00	0.00
97	Vulcraft Submittals	6,448.47	6,448.47	0.00	0.00	6,448.47	100%	0.00	0.00
98	Base Plates	6,448.47	6,448.47	0.00	0.00	6,448.47	100%	0.00	0.00

99	Structural Steel Area 1	257,938.67	257,938.67	0.00	0.00	257,938.67	100%	0.00	0.00
100	Fabrication steel Area 1	76,038.17	76,038.17	0.00	0.00	76,038.17	100%	0.00	0.00
101	Erection steel Area 1	64,484.67	64,484.67	0.00	0.00	64,484.67	100%	0.00	0.00
102	Vulcraft Material	201,998.22	201,998.22	0.00	0.00	201,998.22	100%	0.00	0.00
103	Erection of Joist	24,355.86	24,355.86	0.00	0.00	24,355.86	100%	0.00	0.00
104	Metal Decking Joist	24,356.93	24,356.93	0.00	0.00	24,356.93	100%	0.00	0.00
105	Structural Steel Area 2	257,938.67	257,938.67	0.00	0.00	257,938.67	100%	0.00	0.00
106	Fabrication steel Area 2	76,038.17	76,038.17	0.00	0.00	76,038.17	100%	0.00	0.00
107	Erecetion steel Area 2	64,484.67	64,484.67	0.00	0.00	64,484.67	100%	0.00	0.00
108	Vulcraft material	201,998.22	201,998.22	0.00	0.00	201,998.22	100%	0.00	0.00
109	Erection of Joist	24,355.86	24,355.86	0.00	0.00	24,355.86	100%	0.00	0.00
110	Metal Decking Joist	24,356.93	24,356.93	0.00	0.00	24,356.93	100%	0.00	0.00
111	Structural Steel Area 3	257,938.67	257,938.67	0.00	0.00	257,938.67	100%	0.00	0.00
112	Fabrication Steel Area 3	76,038.17	76,038.17	0.00	0.00	76,038.17	100%	0.00	0.00
113	Erection Steel Area 3	64,484.67	64,484.67	0.00	0.00	64,484.67	100%	0.00	0.00
114	Vulcraft Material	201,998.22	201,998.22	0.00	0.00	201,998.22	100%	0.00	0.00
115	Erection of Joist	24,355.86	24,355.86	0.00	0.00	24,355.86	100%	0.00	0.00
116	Metal Decking Joist	24,356.93	24,356.93	0.00	0.00	24,356.93	100%	0.00	0.00
117	Metal Stairs	25,793.87	25,793.87	0.00	0.00	25,793.87	100%	0.00	0.00
118	Angel Lintels	10,747.44	10,747.44	0.00	0.00	10,747.44	100%	0.00	0.00
119	**Roof Hatches (2)**	6,233.50	6,233.50	0.00	0.00	6,233.50	100%	0.00	0.00
120	Roof Hatch ladder	4,298.98	4,298.98	0.00	0.00	4,298.98	100%	0.00	0.00
121	Aluminum ship ladder	17,195.91	17,195.91	0.00	0.00	17,195.91	100%	0.00	0.00
122	Roof Hatch Railing	6,448.47	6,448.47	0.00	0.00	6,448.47	100%	0.00	0.00
123			-						
124			-						
125	Temporary Barricades - Toe Boards	14,752.00	14,752.00	0.00	0.00	14,752.00	100%	0.00	0.00
	SUBTOTAL DIVISION 05	**2,078,127.00**	**2,078,127.00**	**$0.00**	**$0.00**	**$2,078,127.00**	**100%**	**$0.00**	**$0.00**
	DIVISION 6 - WOOD, PLASTICS & COMPOSITES								
126	**Millwork**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
127	Shop Drawings	2,000.00	2,000.00	0.00	0.00	2,000.00	100%	0.00	0.00
128	Base Cabinets Material	13,000.00	13,000.00	0.00	0.00	13,000.00	100%	0.00	0.00
129	Base Cabinets Labor	19,000.00	19,000.00	0.00	0.00	19,000.00	100%	0.00	0.00
130	Upper Cabinets Materials	6,000.00	6,000.00	0.00	0.00	6,000.00	100%	0.00	0.00
131	Upper Cabinets Labor	8,000.00	8,000.00	0.00	0.00	8,000.00	100%	0.00	0.00
132	Tall Shelving Materials	22,000.00	22,000.00	0.00	0.00	22,000.00	100%	0.00	0.00
133	Tall Shelving Labor	26,000.00	26,000.00	0.00	0.00	26,000.00	100%	0.00	0.00
134	Countertop Material	9,200.00	9,200.00	0.00	0.00	9,200.00	100%	0.00	0.00
135	Countertop Labor	12,800.00	12,800.00	0.00	0.00	12,800.00	100%	0.00	0.00
136	Wood Planks Material	82,000.00	82,000.00	0.00	0.00	82,000.00	100%	0.00	0.00
137	Wood Planks Labor	72,700.00	72,700.00	0.00	0.00	72,700.00	100%	0.00	0.00
138	Millwork Installation	12,000.00	12,000.00	0.00	0.00	12,000.00	100%	0.00	0.00
139	**Casework**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
140	Shop Drawings	4,000.00	4,000.00	0.00	0.00	4,000.00	100%	0.00	0.00
141	Base Cabinets Material	45,000.00	45,000.00	0.00	0.00	45,000.00	100%	0.00	0.00
142	Base Cabinets Labor	63,000.00	63,000.00	0.00	0.00	63,000.00	100%	0.00	0.00
143	Upper Cabinets Materials	30,000.00	30,000.00	0.00	0.00	30,000.00	100%	0.00	0.00
144	Upper Cabinets Labor	38,000.00	38,000.00	0.00	0.00	38,000.00	100%	0.00	0.00
145	Student Table Material	28,000.00	28,000.00	0.00	0.00	28,000.00	100%	0.00	0.00
146	Student Table Material	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	0.00
147	Chemical Resistant Countertops & Sinks	54,000.00	54,000.00	0.00	0.00	54,000.00	100%	0.00	0.00
148	Lab Grade fixtures & equipment	42,000.00	42,000.00	0.00	0.00	42,000.00	100%	0.00	0.00
149	Lab Casework Installation	22,000.00	22,000.00	0.00	0.00	22,000.00	100%	0.00	0.00
150			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
151	Rough Carpentry	71,333.00	71,333.00	0.00	0.00	71,333.00	100%	0.00	0.00
152		-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
153		-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	SUBTOTAL DIVISION 06	**718,033.00**	**718,033.00**	**$0.00**	**$0.00**	**$718,033.00**	**100%**	**$0.00**	**$0.00**
	DIVISION 7 - THERMAL & MOISTURE PROTECTION								
154				0.00	0.00	0.00	#DIV/0!	0.00	0.00

155	**Waterproofing, Rigid Insulation, Flashing, Sealants & Fire Stopping**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
156	SECT 02613 – Masonry Veneer/Embedded Flashing Materials		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
157	Material	22,051.80	22,051.80	0.00	0.00	22,051.80	100%	0.00	0.00
158	Labor	14,701.20	14,701.20	0.00	0.00	14,701.20	100%	0.00	0.00
159	SECT 071326 – Sheet Membrane Vapor Air Barrier		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
160	Material	81,604.80	81,604.80	0.00	0.00	81,604.80	100%	0.00	0.00
161	Labor	54,403.20	54,403.20	0.00	0.00	54,403.20	100%	0.00	0.00
162	SECT 072100 – Thermal Insulation/2.8A-Polyisocyanurate Foam-Plastic Insulation		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
163	Material	48,319.20	48,319.20	0.00	0.00	48,319.20	100%	0.00	0.00
164	Labor	32,212.80	32,212.80	0.00	0.00	32,212.80	100%	0.00	0.00
165	Waterproofing – (Horizontal Below Grade)		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
166	Material	1,320.00	1,320.00	0.00	0.00	1,320.00	100%	0.00	0.00
167	Labor	880.00	880.00	0.00	0.00	880.00	100%	0.00	0.00
168	Waterproofing – (Vertical Below Grade)		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
169	Material	1,302.00	1,302.00	0.00	0.00	1,302.00	100%	0.00	0.00
170	Labor	868.00	868.00	0.00	0.00	868.00	100%	0.00	0.00
171	SECT 076200 – Sheet Metal Flashing & Trim		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
172	Material	9,476.40	9,476.40	0.00	0.00	9,476.40	100%	0.00	0.00
173	Labor	6,317.60	6,317.60	0.00	0.00	6,317.60	100%	0.00	0.00
174	SECT 079200 – Joint Sealants – Silicone		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
175	Material	8,361.60	8,361.60	0.00	0.00	8,361.60	100%	0.00	0.00
176	Labor	5,574.40	5,574.40	0.00	0.00	5,574.40	100%	0.00	0.00
177	SECT 079200 – Joint Sealers at SOG – Polyurethane Interior SOG		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
178	Material	2,613.60	2,613.60	0.00	0.00	2,613.60	100%	0.00	0.00
179	Labor	1,742.40	1,742.40	0.00	0.00	1,742.40	100%	0.00	0.00
180	SECT 079200 – Joint Sealants – Furnish and install Polyurethane horizontal conc		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
181	Material	4,765.20	4,765.20	0.00	0.00	4,765.20	100%	0.00	0.00
182	Labor	3,176.80	3,176.80	0.00	0.00	3,176.80	100%	0.00	0.00
183	Firestopping at interior Head of Walls		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
184	Material	30,991.20	30,991.20	0.00	0.00	30,991.20	100%	0.00	0.00
185	Labor	20,660.80	20,660.80	0.00	0.00	20,660.80	100%	0.00	0.00
186	Bond	7,027.00	7,027.00	0.00	0.00	7,027.00	100%	0.00	0.00
187			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
188	***Roof***	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
189	SBS Roofing Materials	470,495.00	470,495.00	0.00	0.00	470,495.00	100%	0.00	0.00
190	Sheetmetal coping/trim materials	35,000.00	35,000.00	0.00	0.00	35,000.00	100%	0.00	0.00
191	SBS roofing insulation/base sheet labor	136,000.00	136,000.00	0.00	0.00	136,000.00	100%	0.00	0.00
192	SBS roofing cap sheet labor	94,000.00	94,000.00	0.00	0.00	94,000.00	100%	0.00	0.00
193	Sheetmetal coping/trim labor	58,000.00	58,000.00	0.00	0.00	58,000.00	100%	0.00	0.00
194	Propane/fuel	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	0.00
195	Rentals	15,000.00	15,000.00	0.00	0.00	15,000.00	100%	0.00	0.00
196	Mobilization	20,000.00	20,000.00	0.00	0.00	20,000.00	100%	0.00	0.00
197	Submittals	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
198			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	SUBTOTAL DIVISION 07	**1,216,865.00**	**1,216,865.00**	**$0.00**	**$0.00**	**$1,216,865.00**	**100%**	**$0.00**	**$0.00**
	DIVISION 8 - OPENINGS								
199	HMD, HMF,Wood Doors & Frames	27,692.00	27,692.00	0.00	0.00	27,692.00	100%	0.00	0.00
200	Hardware	137,910.00	137,910.00	0.00	0.00	137,910.00	100%	0.00	0.00
201	Hollow Metal Doors	9,150.00	9,150.00	0.00	0.00	9,150.00	100%	0.00	0.00
202	Hollow Metal Frames	34,170.00	34,170.00	0.00	0.00	34,170.00	100%	0.00	0.00
201	Wood Doors	56,460.00	56,460.00	0.00	0.00	56,460.00	100%	0.00	0.00
202	Door Install	41,004.00	41,004.00	0.00	0.00	41,004.00	100%	0.00	0.00
203	Labor to Unload & Store Doors	1,000.00	1,000.00	0.00	0.00	1,000.00	100%	0.00	0.00
202	Labor to Unload, Sort & Store Hardware	1,400.00	1,400.00	0.00	0.00	1,400.00	100%	0.00	0.00
203	Labor to Unload & Store Door Frames	1,000.00	1,000.00	0.00	0.00	1,000.00	100%	0.00	0.00
204	Material & Labor Wood Blocking for Doors	6,408.00	6,408.00	0.00	0.00	6,408.00	100%	0.00	0.00
203			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
204			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
205			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
203	***Aluminum Entranes & Windows***	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00

204	Aluminum Storefronts Material	106,908.00	106,908.00	0.00	0.00	106,908.00	100%	0.00	0.00
205	Aluminum Storefronts Labor	17,428.00	17,428.00	0.00	0.00	17,428.00	100%	0.00	0.00
204	Storefront Glass Material	102,606.00	102,606.00	0.00	0.00	102,606.00	100%	0.00	0.00
205	Storefront Glass Labor	15,872.00	15,872.00	0.00	0.00	15,872.00	100%	0.00	0.00
206	Interior Glass Material	26,208.00	26,208.00	0.00	0.00	26,208.00	100%	0.00	0.00
207	Interior Glass Labor	6,156.00	6,156.00	0.00	0.00	6,156.00	100%	0.00	0.00
208	Glass Display Cases Materials	13,778.00	13,778.00	0.00	0.00	13,778.00	100%	0.00	0.00
207	Glass Display Cases Lab0r	2,600.00	2,600.00	0.00	0.00	2,600.00	100%	0.00	0.00
208	Bullet Resistant Window Materials	6,978.00	6,978.00	0.00	0.00	6,978.00	100%	0.00	0.00
209	Bullet Resistant Window Labor	800.00	800.00	0.00	0.00	800.00	100%	0.00	0.00
210	Security Film Material	11,970.00	11,970.00	0.00	0.00	11,970.00	100%	0.00	0.00
211	Security Film Labor	2,280.00	2,280.00	0.00	0.00	2,280.00	100%	0.00	0.00
210	Specialty Doors	21,214.00	21,214.00	0.00	0.00	21,214.00	100%	0.00	0.00
211			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
212			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
213			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
214			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
213			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
214		-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	SUBTOTAL DIVISION 08	**650,992.00**	**650,992.00**	**$0.00**	**$0.00**	**$650,992.00**	**100%**	**$0.00**	**$0.00**
	DIVISION 9 - FINISHES								
215	Framing, Drywall, Insulation & Ceilings		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
216	1 Floor Exterior Metal Framing- Material	95,000.00	95,000.00	0.00	0.00	95,000.00	100%	0.00	0.00
217	1 Floor Exterior Metal Framing- Labor	88,400.00	88,400.00	0.00	0.00	88,400.00	100%	0.00	0.00
218			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
219	1 Floor Exterior Drywall -------Material	44,200.00	44,200.00	0.00	0.00	44,200.00	100%	0.00	0.00
220	1 Floor Exterior Drywall -------Labor	41,204.00	41,204.00	0.00	0.00	41,204.00	100%	0.00	0.00
221			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
222	2 Floor Exterior Metal Framing- Material	86,200.00	86,200.00	0.00	0.00	86,200.00	100%	0.00	0.00
223	2 Floor Exterior Metal Framing- Labor	79,520.00	79,520.00	0.00	0.00	79,520.00	100%	0.00	0.00
224			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
225	2 Floor Exterior Drywall -------Material	30,200.00	30,200.00	0.00	0.00	30,200.00	100%	0.00	0.00
226	2 Floor Exterior Drywall -------Labor	24,500.00	24,500.00	0.00	0.00	24,500.00	100%	0.00	0.00
227			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
228	1Floor Interior Metal Framing- Material	98,900.00	98,900.00	0.00	0.00	98,900.00	100%	0.00	0.00
229	1Floor Interior Metal Framing- Labor	92,700.00	92,700.00	0.00	0.00	92,700.00	100%	0.00	0.00
230			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
231	1Floor Interior Batt Insulation ---Material	49,620.00	49,620.00	0.00	0.00	49,620.00	100%	0.00	0.00
232	1Floor Interior Batt Insulation ---Labor	37,892.00	37,892.00	0.00	0.00	37,892.00	100%	0.00	0.00
233			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
234	1Floor Interior Interior Drywall ----Material	98,000.00	98,000.00	0.00	0.00	98,000.00	100%	0.00	0.00
235	1Floor Interior Interior Drywall ----Labor	96,400.00	96,400.00	0.00	0.00	96,400.00	100%	0.00	0.00
236			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
237	2 Floor Interior Metal Framing- Material	83,690.00	83,690.00	0.00	0.00	83,690.00	100%	0.00	0.00
238	2 Floor Interior Metal Framing- Labor	80,928.00	80,928.00	0.00	0.00	80,928.00	100%	0.00	0.00
239			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
240	2 Floor Interior Batt Insulation ---Material	30,318.00	30,318.00	0.00	0.00	30,318.00	100%	0.00	0.00
241	2 Floor Interior Batt Insulation ---Labor	27,298.00	27,298.00	0.00	0.00	27,298.00	100%	0.00	0.00
242			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
243	2 Floor Interior Interior Drywall ----Material	70,658.00	70,658.00	0.00	0.00	70,658.00	100%	0.00	0.00
244	2 Floor Interior Interior Drywall ----Labor	80,994.00	80,994.00	0.00	0.00	80,994.00	100%	0.00	0.00
245			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
246	1 Floor Acoustical Ceiling--------Material	67,718.00	67,718.00	0.00	0.00	67,718.00	100%	0.00	0.00
247	1 Floor C Acoustical Ceiling--------Labor	33,202.00	33,202.00	0.00	0.00	33,202.00	100%	0.00	0.00
248			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
249	2 Floor Acoustical Ceiling--------Material	49,922.00	49,922.00	0.00	0.00	49,922.00	100%	0.00	0.00
250	2 Floor C Acoustical Ceiling--------Labor	29,800.00	29,800.00	0.00	0.00	29,800.00	100%	0.00	0.00
251			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
252	Cloud 1& 3 --------- Material	47,410.00	47,410.00	0.00	0.00	47,410.00	100%	0.00	0.00
253	Cloud 1& 3 --------- Labor	17,534.00	17,534.00	0.00	0.00	17,534.00	100%	0.00	0.00

254			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
255	Cloud 2---- --------- Labor	159,820.00	159,820.00	0.00	0.00	159,820.00	100%	0.00	0.00
256			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
257	FRP---------- Material	11,096.00	11,096.00	0.00	0.00	11,096.00	100%	0.00	0.00
258	FRP---------- Labor	4,104.00	4,104.00	0.00	0.00	4,104.00	100%	0.00	0.00
259			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
260	Equiment	21,271.00	21,271.00	0.00	0.00	21,271.00	100%	0.00	0.00
261			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
262	Bond	40,000.00	40,000.00	0.00	0.00	40,000.00	100%	0.00	0.00
263				0.00					0.00
264	**Flooring**	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
265	Carpet Tile Material	18,800.00	18,800.00	0.00	0.00	18,800.00	100%	0.00	0.00
266	Carpet Tile Labor	19,176.00	19,176.00	0.00	0.00	19,176.00	100%	0.00	0.00
267	VCT Material	52,414.00	52,414.00	0.00	0.00	52,414.00	100%	0.00	0.00
268	VCT Labor	56,872.00	56,872.00	0.00	0.00	56,872.00	100%	0.00	0.00
269	Hard Tile Material	50,651.00	50,651.00	0.00	0.00	50,651.00	100%	0.00	0.00
270	Hard Tile Labor	53,943.00	53,943.00	0.00	0.00	53,943.00	100%	0.00	0.00
271	Wood Flooring Material	9,800.00	9,800.00	0.00	0.00	9,800.00	100%	0.00	0.00
272	Wood Flooring Labor	10,577.00	10,577.00	0.00	0.00	10,577.00	100%	0.00	0.00
273	Flooring Protection	12,600.00	12,600.00	0.00	0.00	12,600.00	100%	0.00	0.00
274	**Painting**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
275	**1st Floor**	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
276	Tape & Float Materials	15,800.00	15,800.00	0.00	0.00	15,800.00	100%	0.00	0.00
277	Tape & Float Labor	31,500.00	31,500.00	0.00	0.00	31,500.00	100%	0.00	0.00
278	Primer Materials	3,500.00	3,500.00	0.00	0.00	3,500.00	100%	0.00	0.00
279	Primer Labor	5,500.00	5,500.00	0.00	0.00	5,500.00	100%	0.00	0.00
280	Paint Materials	11,000.00	11,000.00	0.00	0.00	11,000.00	100%	0.00	0.00
281	Paint Labor	30,500.00	30,500.00	0.00	0.00	30,500.00	100%	0.00	0.00
282	Exposed Paint Labor/Material	7,700.00	7,700.00	0.00	0.00	7,700.00	100%	0.00	0.00
283	Rental Equipment	3,000.00	3,000.00	0.00	0.00	3,000.00	100%	0.00	0.00
284	**2nd Floor**	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
285	Tape & Float Materials	7,500.00	7,500.00	0.00	0.00	7,500.00	100%	0.00	0.00
286	Tape & Float Labor	22,500.00	22,500.00	0.00	0.00	22,500.00	100%	0.00	0.00
287	Primer Materials	3,000.00	3,000.00	0.00	0.00	3,000.00	100%	0.00	0.00
288	Primer Labor	6,000.00	6,000.00	0.00	0.00	6,000.00	100%	0.00	0.00
289	Paint Materials	7,000.00	7,000.00	0.00	0.00	7,000.00	100%	0.00	0.00
290	Paint Labor	16,200.00	16,200.00	0.00	0.00	16,200.00	100%	0.00	0.00
291			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
292			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	SUBTOTAL DIVISION 09	**2,274,032.00**	**2,274,032.00**	**$0.00**	**$0.00**	**$2,274,032.00**	**100%**	**$0.00**	**$0.00**
	DIVISION 10 - SPECIALTIES								
275	Misc Labor	31,419.00	31,419.00	0.00	0.00	31,419.00	100%	0.00	0.00
276	Toilet Partitions	22,000.00	22,000.00	0.00	0.00	22,000.00	100%	0.00	0.00
277	Toilet Partitions - Labor	16,519.00	16,519.00	0.00	0.00	16,519.00	100%	0.00	0.00
278	Toilet Accessories	5,850.00	5,850.00	0.00	0.00	5,850.00	100%	0.00	0.00
279	Corner Guard	7,850.00	7,850.00	0.00	0.00	7,850.00	100%	0.00	0.00
280	Aluminum Window Canopies & Walkway Canopies Materials	65,418.00	65,418.00	0.00	0.00	65,418.00	100%	0.00	0.00
281	Aluminum Window Canopies & Walkway Canopies Labor	72,000.00	72,000.00	0.00	0.00	72,000.00	100%	0.00	0.00
282	Bike Racks	3,768.00	3,768.00	0.00	0.00	3,768.00	100%	0.00	0.00
283			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
284	Mailboxes	6,120.00	6,120.00	0.00	0.00	6,120.00	100%	0.00	0.00
285			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
286	Crowd Control	1,795.00	1,795.00	0.00	0.00	1,795.00	100%	0.00	0.00
287			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
288	Fire Extinguishers	7,185.00	7,185.00	0.00	0.00	7,185.00	100%	0.00	0.00
289			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
290	Flagpole	4,900.00	4,900.00	0.00	0.00	4,900.00	100%	0.00	0.00
291	Lockers	2,425.00	2,425.00	0.00	0.00	2,425.00	100%	0.00	0.00
292	Specialty Signs	14,479.00	14,479.00	0.00	0.00	14,479.00	100%	0.00	0.00
	SUBTOTAL DIVISION 10	**261,728.00**	**261,728.00**	**$0.00**	**$0.00**	**$261,728.00**	**100%**	**$0.00**	**$0.00**

	DIVISION 11 - EQUIPMENT								
293	Kitchen Equipment		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
294	T-BAR SHELVING	24,595.00	24,595.00	0.00	0.00	24,595.00	100%	0.00	0.00
295	DUNNAGE RACK	660.00	660.00	0.00	0.00	660.00	100%	0.00	0.00
296	BUSSING UTILITY TRANSPORT CART, METAL	2,546.00	2,546.00	0.00	0.00	2,546.00	100%	0.00	0.00
297	CAN RACK	2,913.00	2,913.00	0.00	0.00	2,913.00	100%	0.00	0.00
298	WALKIN ASSEMBLY	56,840.00	56,840.00	0.00	0.00	56,840.00	100%	0.00	0.00
299	BUN / SHEET PAN RACK	3,066.00	3,066.00	0.00	0.00	3,066.00	100%	0.00	0.00
300	PLATFORM TRUCK	752.00	752.00	0.00	0.00	752.00	100%	0.00	0.00
301	CORNER GUARDS	780.00	780.00	0.00	0.00	780.00	100%	0.00	0.00
302	MOP BROOM HOLDER	122.00	122.00	0.00	0.00	122.00	100%	0.00	0.00
303	SERVICE FAUCET	198.00	198.00	0.00	0.00	198.00	100%	0.00	0.00
304	FLOOR TROUGH	2,271.00	2,271.00	0.00	0.00	2,271.00	100%	0.00	0.00
305	GRATE	1,894.00	1,894.00	0.00	0.00	1,894.00	100%	0.00	0.00
306	AIR CURTAIN	1,997.00	1,997.00	0.00	0.00	1,997.00	100%	0.00	0.00
307	HAND SINK	1,904.00	1,904.00	0.00	0.00	1,904.00	100%	0.00	0.00
308	WALL / SPLASH MOUNT FAUCET	724.00	724.00	0.00	0.00	724.00	100%	0.00	0.00
309	REFRIGERATION SYSTEM, REMOTE	26,464.00	26,464.00	0.00	0.00	26,464.00	100%	0.00	0.00
310	COMMERCIAL WASTE CONTAINER	496.00	496.00	0.00	0.00	496.00	100%	0.00	0.00
311	DISPOSER	5,382.00	5,382.00	0.00	0.00	5,382.00	100%	0.00	0.00
312	VACUUM BREAKER ASSEMBLY	201.00	201.00	0.00	0.00	201.00	100%	0.00	0.00
313	POWERED POT WASH SINK	33,309.00	33,309.00	0.00	0.00	33,309.00	100%	0.00	0.00
314	WALL / SPLASH MOUNT FAUCET	730.00	730.00	0.00	0.00	730.00	100%	0.00	0.00
315	PRE-RINSE FAUCET ASSEMBLY	389.00	389.00	0.00	0.00	389.00	100%	0.00	0.00
316	POT RACK & DRY SHELF	2,450.00	2,450.00	0.00	0.00	2,450.00	100%	0.00	0.00
317	POT/PAN DRYING SHELF	2,314.00	2,314.00	0.00	0.00	2,314.00	100%	0.00	0.00
318	WORKTABLE	15,400.00	15,400.00	0.00	0.00	15,400.00	100%	0.00	0.00
319	WORKTABLE	3,290.00	3,290.00	0.00	0.00	3,290.00	100%	0.00	0.00
320	VEGETABLE PREP TABLE	5,050.00	5,050.00	0.00	0.00	5,050.00	100%	0.00	0.00
321	PRE-RINSE FAUCET ASSEMBLY, WITH ADD ON FAUCET	612.00	612.00	0.00	0.00	612.00	100%	0.00	0.00
322	VACUUM BREAKER ASSEMBLY	201.00	201.00	0.00	0.00	201.00	100%	0.00	0.00
323	ICE MAKER, CUBE-STYLE	5,883.00	5,883.00	0.00	0.00	5,883.00	100%	0.00	0.00
324	HI PSI WATER CONNECTORS & FITTINGS	154.00	154.00	0.00	0.00	154.00	100%	0.00	0.00
325	WORKTABLE	5,790.00	5,790.00	0.00	0.00	5,790.00	100%	0.00	0.00
326	WORKTABLE	5,790.00	5,790.00	0.00	0.00	5,790.00	100%	0.00	0.00
327	CAN OPENER	326.00	326.00	0.00	0.00	326.00	100%	0.00	0.00
328	CAN OPENER	312.00	312.00	0.00	0.00	312.00	100%	0.00	0.00
329	BRUSH, WIRE	39.00	39.00	0.00	0.00	39.00	100%	0.00	0.00
330	MICROWAVE STEAMER OVEN	3,535.00	3,535.00	0.00	0.00	3,535.00	100%	0.00	0.00
331	CONVECTION OVEN, ELECTRIC	27,536.00	27,536.00	0.00	0.00	27,536.00	100%	0.00	0.00
332	TILTING SKILLET BRAISING PAN, ELECTRIC	19,139.00	19,139.00	0.00	0.00	19,139.00	100%	0.00	0.00
333	FLOOR TROUGH	2,027.00	2,027.00	0.00	0.00	2,027.00	100%	0.00	0.00
334	GRATE	1,040.00	1,040.00	0.00	0.00	1,040.00	100%	0.00	0.00
335	BOTH HOSES 68"	897.00	897.00	0.00	0.00	897.00	100%	0.00	0.00
336	EXTENSION BRACKET	450.00	450.00	0.00	0.00	450.00	100%	0.00	0.00
337	PASS-THRU HEATED CABINET	16,192.00	16,192.00	0.00	0.00	16,192.00	100%	0.00	0.00
338	PASS-THRU REFRIGERATOR	19,067.00	19,067.00	0.00	0.00	19,067.00	100%	0.00	0.00
339	SERVING COUNTER	112,000.00	112,000.00	0.00	0.00	112,000.00	100%	0.00	0.00
340	DISPOSER	4,459.00	4,459.00	0.00	0.00	4,459.00	100%	0.00	0.00
341	VACUUM BREAKER ASSEMBLY	201.00	201.00	0.00	0.00	201.00	100%	0.00	0.00
342	WALL MOUTNED SHELF	580.00	580.00	0.00	0.00	580.00	100%	0.00	0.00
343	MILK COOLER	6,864.00	6,864.00	0.00	0.00	6,864.00	100%	0.00	0.00
344	SOAP/CLEANER SHELVING	1,112.00	1,112.00	0.00	0.00	1,112.00	100%	0.00	0.00
345	CAN OPENER	814.00	814.00	0.00	0.00	814.00	100%	0.00	0.00
346	HOT WATER DISPENSER	3,937.00	3,937.00	0.00	0.00	3,937.00	100%	0.00	0.00
347	HI PSI WATER CONNECTORS & FITTINGS	137.00	137.00	0.00	0.00	137.00	100%	0.00	0.00
348	WALL MOUNTED SHELF	620.00	620.00	0.00	0.00	620.00	100%	0.00	0.00
349	INSTALLATION	31,006.00	31,006.00	0.00	0.00	31,006.00	100%	0.00	0.00
350			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
351			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00

352			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
353	Hospital Curtains	7,804.00	7,804.00	0.00	0.00	7,804.00	100%	0.00	0.00
	SUBTOTAL DIVISION 11	**475,261.00**	**475,261.00**	**$0.00**	**$0.00**	**$475,261.00**	**100%**	**$0.00**	**$0.00**
	DIVISION 12 - FURNISHINGS								
354	Multiple Seating	148,591.00	148,591.00	0.00	0.00	148,591.00	100%	0.00	0.00
355		-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	SUBTOTAL DIVISION 12	**148,591.00**	**148,591.00**	**$0.00**	**$0.00**	**$148,591.00**	**100%**	**$0.00**	**$0.00**
	DIVISION 14 - CONVEYING SYSTEMS								
356	Elevator	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
357	Elevator Material	66,767.00	66,767.00	0.00	0.00	66,767.00	100%	0.00	0.00
358	Elevator Labor	25,582.00	25,582.00	0.00	0.00	25,582.00	100%	0.00	0.00
359	Elevator Testing	550.00	550.00	0.00	0.00	550.00	100%	0.00	0.00
	SUBTOTAL DIVISION 14	**92,899.00**	**92,899.00**	**$0.00**	**$0.00**	**$92,899.00**	**100%**	**$0.00**	**$0.00**
	DIVISION 21 - FIRE SUPPRESSION								
360	***Fire Sprinkler***	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
361	Mobilization, Permit, Fees	1,797.42	1,797.42	0.00	0.00	1,797.42	100%	0.00	0.00
362	Above Ground Design	10,784.52	10,784.52	0.00	0.00	10,784.52	100%	0.00	0.00
363	Shop Labor	16,176.78	16,176.78	0.00	0.00	16,176.78	100%	0.00	0.00
364	Inside M&B Material	43,138.08	43,138.08	0.00	0.00	43,138.08	100%	0.00	0.00
365	Inside M&B Labor	37,745.82	37,745.82	0.00	0.00	37,745.82	100%	0.00	0.00
366	Inside Drops Material	25,163.88	25,163.88	0.00	0.00	25,163.88	100%	0.00	0.00
367	Inside Drops Labor	19,771.62	19,771.62	0.00	0.00	19,771.62	100%	0.00	0.00
368	Risers & Valves Material	14,379.36	14,379.36	0.00	0.00	14,379.36	100%	0.00	0.00
369	Risers & Valves Labor	1,542.52	1,542.52	0.00	0.00	1,542.52	100%	0.00	0.00
370	Above Ground Hydrotesting	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
371	Sprinkler Final	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
372		-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
373		-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
374		-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	SUBTOTAL DIVISION 21	**170,500.00**	**170,500.00**	**$0.00**	**$0.00**	**$170,500.00**	**100%**	**$0.00**	**$0.00**
	DIVISION 22 - PLUMBING								
375			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
376	**Area A - 1st Floor**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
377	Miscellaneous (Mobilization)	10,000.00	10,000.00	0.00	0.00	10,000.00	100%	0.00	0.00
378	Rough-in Underground Material	35,000.00	35,000.00	0.00	0.00	35,000.00	100%	0.00	0.00
379	Rough-in Underground Labor	95,000.00	95,000.00	0.00	0.00	95,000.00	100%	0.00	0.00
380	Top Out Water Lines & Vents Material	115,000.00	115,000.00	0.00	0.00	115,000.00	100%	0.00	0.00
381	Top Out Water Lines & Vents Labor	230,000.00	230,000.00	0.00	0.00	230,000.00	100%	0.00	0.00
382	Insulation Material	20,000.00	20,000.00	0.00	0.00	20,000.00	100%	0.00	0.00
383	Insulation Labor	40,000.00	40,000.00	0.00	0.00	40,000.00	100%	0.00	0.00
384	Plumbing Fixtures Material	120,000.00	120,000.00	0.00	0.00	120,000.00	100%	0.00	0.00
385	Plumbing Fixtures Labor	30,000.00	30,000.00	0.00	0.00	30,000.00	100%	0.00	0.00
386	Acid Tank Material	15,000.00	15,000.00	0.00	0.00	15,000.00	100%	0.00	0.00
387	Acid Tank Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
388	**Area A - 2nd Floor**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
389	Miscellaneous (Mobilization)	10,000.00	10,000.00	0.00	0.00	10,000.00	100%	0.00	0.00
390	Rough-in Underground Material	30,000.00	30,000.00	0.00	0.00	30,000.00	100%	0.00	0.00
391	Rough-in Underground Labor	90,000.00	90,000.00	0.00	0.00	90,000.00	100%	0.00	0.00
392	Top Out Water Lines & Vents Material	105,000.00	105,000.00	0.00	0.00	105,000.00	100%	0.00	0.00
393	Top Out Water Lines & Vents Labor	215,000.00	215,000.00	0.00	0.00	215,000.00	100%	0.00	0.00
394	Insulation Material	40,000.00	40,000.00	0.00	0.00	40,000.00	100%	0.00	0.00
395	Insulation Labor	60,000.00	60,000.00	0.00	0.00	60,000.00	100%	0.00	0.00
396	Roof Drain Material	35,000.00	35,000.00	0.00	0.00	35,000.00	100%	0.00	0.00
397	Roof Drain Labor	90,000.00	90,000.00	0.00	0.00	90,000.00	100%	0.00	0.00
398	Plumbing Fixtures Material	125,000.00	125,000.00	0.00	0.00	125,000.00	100%	0.00	0.00
399	Plumbing Fixtures Labor	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	0.00
400	**Area B - 1st Floor**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
401	Miscellaneous (Mobilization)	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
402	Rough-in Underground Material	10,000.00	10,000.00	0.00	0.00	10,000.00	100%	0.00	0.00
403	Rough-in Underground Labor	35,000.00	35,000.00	0.00	0.00	35,000.00	100%	0.00	0.00

404	Top Out Water Lines & Vents Material	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	0.00
405	Top Out Water Lines & Vents Labor	55,000.00	55,000.00	0.00	0.00	55,000.00	100%	0.00	0.00
406	Insulation Material	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
407	Insulation Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100%	0.00	0.00
408	Grease Trap & Oil Separator Material	35,000.00	35,000.00	0.00	0.00	35,000.00	100%	0.00	0.00
409	Grease Trap & Oil Separator Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100%	0.00	0.00
410	Plumbing Fixtures Material	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	0.00
411	Plumbing Fixtures Labor	15,000.00	15,000.00	0.00	0.00	15,000.00	100%	0.00	0.00
412	***SUBTOTAL DIVISION 22***	**1,770,000.00**	**1,770,000.00**	**$0.00**	**$0.00**	**$1,770,000.00**	**100%**	**$0.00**	**$0.00**
	DIVISION 23 - HVAC								
413	Heating Ventilation and Air Cond		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
414	**FLOOR 1, AREA A**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
415	Ductwork Labor - Fabrication	53,017.80	53,017.80	0.00	0.00	53,017.80	100%	0.00	0.00
416	Ductwork Labor - Installation	87,847.96	87,847.96	0.00	0.00	87,847.96	100%	0.00	0.00
417	Ductwork Labor - Diffusers	6,407.84	6,407.84	0.00	0.00	6,407.84	100%	0.00	0.00
418	Ductwork Material - Metal	59,106.64	59,106.64	0.00	0.00	59,106.64	100%	0.00	0.00
419	Ductwork Material - Insulation/Flex	19,750.16	19,750.16	0.00	0.00	19,750.16	100%	0.00	0.00
420	Air Devices	11,455.00	11,455.00	0.00	0.00	11,455.00	100%	0.00	0.00
421	Exhaust Fans	8,120.00	8,120.00	0.00	0.00	8,120.00	100%	0.00	0.00
422	Exhaust Fans - Labor	5,392.00	5,392.00	0.00	0.00	5,392.00	100%	0.00	0.00
423	Dampers	5,936.88	5,936.88	0.00	0.00	5,936.88	100%	0.00	0.00
424	Air Terminal Units	11,755.44	11,755.44	0.00	0.00	11,755.44	100%	0.00	0.00
425	Heaters	7,124.72	7,124.72	0.00	0.00	7,124.72	100%	0.00	0.00
426	Chilled Water AHU/Drives	183,357.72	183,357.72	0.00	0.00	183,357.72	100%	0.00	0.00
427	Chilled Water AHU/Drives - Labor	16,765.00	16,765.00	0.00	0.00	16,765.00	100%	0.00	0.00
428	Fancoil unit	5,679.36	5,679.36	0.00	0.00	5,679.36	100%	0.00	0.00
429	Fancoil unit labor	2,030.00	2,030.00	0.00	0.00	2,030.00	100%	0.00	0.00
430	Mini-split	3,712.00	3,712.00	0.00	0.00	3,712.00	100%	0.00	0.00
431	Mini-split labor	2,900.00	2,900.00	0.00	0.00	2,900.00	100%	0.00	0.00
432	Hydronic Piping	117,758.56	117,758.56	0.00	0.00	117,758.56	100%	0.00	0.00
433	Hydronic Piping - Labor	71,111.48	71,111.48	0.00	0.00	71,111.48	100%	0.00	0.00
434	Hydronic Insulation (Mac's Insulation)	31,749.20	31,749.20	0.00	0.00	31,749.20	100%	0.00	0.00
435	Climatec Controls - Material	19,250.20	19,250.20	0.00	0.00	19,250.20	100%	0.00	0.00
436	Climatec Controls - Installation	17,168.00	17,168.00	0.00	0.00	17,168.00	100%	0.00	0.00
437	Climatec Controls - Startup	15,607.80	15,607.80	0.00	0.00	15,607.80	100%	0.00	0.00
438	**FLOOR 1, AREA B**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
439	Ductwork Labor - Fabrication	19,464.80	19,464.80	0.00	0.00	19,464.80	100%	0.00	0.00
440	Ductwork Labor - Installation	32,250.32	32,250.32	0.00	0.00	32,250.32	100%	0.00	0.00
441	Ductwork Labor - Diffusers	2,351.32	2,351.32	0.00	0.00	2,351.32	100%	0.00	0.00
442	Ductwork Material - Metal	18,490.40	18,490.40	0.00	0.00	18,490.40	100%	0.00	0.00
443	Ductwork Material - Insulation/Flex	6,177.00	6,177.00	0.00	0.00	6,177.00	100%	0.00	0.00
444	Air Devices	16,066.00	16,066.00	0.00	0.00	16,066.00	100%	0.00	0.00
445	Kitchen Equipment	29,145.00	29,145.00	0.00	0.00	29,145.00	100%	0.00	0.00
446	Exhaust Fans	29,522.00	29,522.00	0.00	0.00	29,522.00	100%	0.00	0.00
447	Exhaust Fans - Labor	5,916.00	5,916.00	0.00	0.00	5,916.00	100%	0.00	0.00
448	FRP Ductwork	8,410.00	8,410.00	0.00	0.00	8,410.00	100%	0.00	0.00
449	Dampers	5,762.88	5,762.88	0.00	0.00	5,762.88	100%	0.00	0.00
450	Air Terminal Units	11,754.28	11,754.28	0.00	0.00	11,754.28	100%	0.00	0.00
451	Chilled Water AHU/Drives	69,018.84	69,018.84	0.00	0.00	69,018.84	100%	0.00	0.00
452	Chilled Water AHU/Drives - Labor	10,640.00	10,640.00	0.00	0.00	10,640.00	100%	0.00	0.00
453	Chilled Water Pumps/VFD'S	36,064.40	36,064.40	0.00	0.00	36,064.40	100%	0.00	0.00
454	Chilled Water Pumps - Labor	3,897.60	3,897.60	0.00	0.00	3,897.60	100%	0.00	0.00
455	Hydronic Piping	47,739.80	47,739.80	0.00	0.00	47,739.80	100%	0.00	0.00
456	Hydronic Piping - Labor	27,750.68	27,750.68	0.00	0.00	27,750.68	100%	0.00	0.00
457	Hydronic Insulation (Mac's Insulation)	65,818.40	65,818.40	0.00	0.00	65,818.40	100%	0.00	0.00
458	Climatec Controls - Material	23,101.40	23,101.40	0.00	0.00	23,101.40	100%	0.00	0.00
459	Climatec Controls - Installation	20,602.76	20,602.76	0.00	0.00	20,602.76	100%	0.00	0.00
460	Climatec Controls - Startup	18,729.00	18,729.00	0.00	0.00	18,729.00	100%	0.00	0.00
461	**FLOOR 2, AREA A**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00

462	Ductwork Labor - Fabrication	36,128.20	36,128.20	0.00	0.00	36,128.20	100%	0.00	0.00
463	Ductwork Labor - Installation	59,861.80	59,861.80	0.00	0.00	59,861.80	100%	0.00	0.00
464	Ductwork Labor - Diffusers	2,119.32	2,119.32	0.00	0.00	2,119.32	100%	0.00	0.00
465	Ductwork Material - Metal	41,922.40	41,922.40	0.00	0.00	41,922.40	100%	0.00	0.00
466	Ductwork Material - Insulation/Flex	14,007.00	14,007.00	0.00	0.00	14,007.00	100%	0.00	0.00
467	Air Devices	11,455.00	11,455.00	0.00	0.00	11,455.00	100%	0.00	0.00
468	Exhaust Fans	8,120.00	8,120.00	0.00	0.00	8,120.00	100%	0.00	0.00
469	Exhaust Fans - Labor	5,320.00	5,320.00	0.00	0.00	5,320.00	100%	0.00	0.00
470	Dampers	5,762.88	5,762.88	0.00	0.00	5,762.88	100%	0.00	0.00
471	Air Terminal Units	11,754.28	11,754.28	0.00	0.00	11,754.28	100%	0.00	0.00
472	Heaters	7,125.88	7,125.88	0.00	0.00	7,125.88	100%	0.00	0.00
473	Chilled Water AHU/Drives	115,884.00	115,884.00	0.00	0.00	115,884.00	100%	0.00	0.00
474	Chilled Water AHU/Drives - Labor	9,226.00	9,226.00	0.00	0.00	9,226.00	100%	0.00	0.00
475	Fancoil unit	5,679.36	5,679.36	0.00	0.00	5,679.36	100%	0.00	0.00
476	Fancoil unit labor	2,530.00	2,530.00	0.00	0.00	2,530.00	100%	0.00	0.00
477	Hydronic Piping	71,609.12	71,609.12	0.00	0.00	71,609.12	100%	0.00	0.00
478	Hydronic Piping - Labor	43,360.80	43,360.80	0.00	0.00	43,360.80	100%	0.00	0.00
479	Hydronic Insulation (Mac's Insulation)	15,520.80	15,520.80	0.00	0.00	15,520.80	100%	0.00	0.00
480	Climatec Controls - Material	19,249.04	19,249.04	0.00	0.00	19,249.04	100%	0.00	0.00
481	Climatec Controls - Installation	17,168.00	17,168.00	0.00	0.00	17,168.00	100%	0.00	0.00
482	Climatec Controls - Startup	15,607.80	15,607.80	0.00	0.00	15,607.80	100%	0.00	0.00
483	**FLOOR 2, AREA B**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
484	Ductwork Labor - Fabrication	17,533.40	17,533.40	0.00	0.00	17,533.40	100%	0.00	0.00
485	Ductwork Labor - Installation	29,052.20	29,052.20	0.00	0.00	29,052.20	100%	0.00	0.00
486	Ductwork Labor - Diffusers	4,366.24	4,366.24	0.00	0.00	4,366.24	100%	0.00	0.00
487	Ductwork Material - Metal	20,876.52	20,876.52	0.00	0.00	20,876.52	100%	0.00	0.00
488	Ductwork Material - Insulation/Flex	6,975.08	6,975.08	0.00	0.00	6,975.08	100%	0.00	0.00
489	Air Devices	11,455.00	11,455.00	0.00	0.00	11,455.00	100%	0.00	0.00
490	Exhaust Fans	20,358.00	20,358.00	0.00	0.00	20,358.00	100%	0.00	0.00
491	Exhaust Fans - Labor	2,583.00	2,583.00	0.00	0.00	2,583.00	100%	0.00	0.00
492	Dampers	5,762.88	5,762.88	0.00	0.00	5,762.88	100%	0.00	0.00
493	FRP Ductwork	8,410.00	8,410.00	0.00	0.00	8,410.00	100%	0.00	0.00
494	Chilled Water AHU/Drives	99,261.20	99,261.20	0.00	0.00	99,261.20	100%	0.00	0.00
495	Chilled Water AHU/Drives - Labor	7,378.00	7,378.00	0.00	0.00	7,378.00	100%	0.00	0.00
496	Hydronic Piping	47,739.80	47,739.80	0.00	0.00	47,739.80	100%	0.00	0.00
497	Hydronic Piping - Labor	27,750.68	27,750.68	0.00	0.00	27,750.68	100%	0.00	0.00
498	Hydronic Insulation (Mac's Insulation)	7,644.40	7,644.40	0.00	0.00	7,644.40	100%	0.00	0.00
499	Climatec Controls - Material	15,399.00	15,399.00	0.00	0.00	15,399.00	100%	0.00	0.00
500	Climatec Controls - Installation	13,734.40	13,734.40	0.00	0.00	13,734.40	100%	0.00	0.00
501	Climatec Controls - Startup	12,486.24	12,486.24	0.00	0.00	12,486.24	100%	0.00	0.00
502	**EXTERIOR, ROOF, & UNDERGROUND**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
503	Air Cooled Chillers	487,200.00	487,200.00	0.00	0.00	487,200.00	100%	0.00	0.00
504	Air Cooled Chillers - Labor	7,338.00	7,338.00	0.00	0.00	7,338.00	100%	0.00	0.00
505	Underground - Hydronic Piping Materials/Rentals	48,990.00	48,990.00	0.00	0.00	48,990.00	100%	0.00	0.00
506	Underground - Hydronic Piping Labor	16,650.00	16,650.00	0.00	0.00	16,650.00	100%	0.00	0.00
507	Aboveground/Roof - Hydronic Piping	73,958.00	73,958.00	0.00	0.00	73,958.00	100%	0.00	0.00
508	Aboveground/Roof - Hydronic Piping Labor	52,200.00	52,200.00	0.00	0.00	52,200.00	100%	0.00	0.00
509	Air Separator/Expansion tank	25,873.80	25,873.80	0.00	0.00	25,873.80	100%	0.00	0.00
510	Chilled Water Chemical Treatment	6,786.00	6,786.00	0.00	0.00	6,786.00	100%	0.00	0.00
511	**ANCILLARY ITEMS**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
512	Hoisting/Rentals	45,302.00	45,302.00	0.00	0.00	45,302.00	100%	0.00	0.00
513	Mechanical Identification	2,900.00	2,900.00	0.00	0.00	2,900.00	100%	0.00	0.00
514	Bond	39,900.00	39,900.00	0.00	0.00	39,900.00	100%	0.00	0.00
515	Mobilization	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	0.00
516	Start-up/Comissioning	13,251.84	13,251.84	0.00	0.00	13,251.84	100%	0.00	0.00
517	Climatec: Engineering/Mobilization	65,076.00	65,076.00	0.00	0.00	65,076.00	100%	0.00	0.00
518	Climatec: Control Valves	52,200.00	52,200.00	0.00	0.00	52,200.00	100%	0.00	0.00
519	Climatec: Comissioning	38,280.00	38,280.00	0.00	0.00	38,280.00	100%	0.00	0.00
520	Climatec: Training	19,140.00	19,140.00	0.00	0.00	19,140.00	100%	0.00	0.00
521	***HVAC SUBTOTAL***								0.00

522	Test & Balance	32,740.00	32,740.00	0.00	0.00	32,740.00	100%	0.00	0.00
	SUBTOTAL DIVISION 23	**3,202,640.00**	**3,202,640.00**	**$0.00**	**$0.00**	**$3,202,640.00**	**100%**	**$0.00**	**$0.00**
	DIVISION 26 - ELECTRICAL								
523	Electrical-		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
524	Mobilization	34,000.00	34,000.00	0.00	0.00	34,000.00	100%	0.00	0.00
525	Underground Material	70,000.00	70,000.00	0.00	0.00	70,000.00	100%	0.00	0.00
526	Underground Labor	80,000.00	80,000.00	0.00	0.00	80,000.00	100%	0.00	0.00
527	Gear Material	345,411.00	345,411.00	0.00	0.00	345,411.00	100%	0.00	0.00
528	Gear Labor	63,500.00	63,500.00	0.00	0.00	63,500.00	100%	0.00	0.00
529	Raceway, Fittings & Boxes Material	120,000.00	120,000.00	0.00	0.00	120,000.00	100%	0.00	0.00
530	Raceway, Fittings & Boxes Labor	240,000.00	240,000.00	0.00	0.00	240,000.00	100%	0.00	0.00
531	Isimets, Floor Boxes and Misc Material	81,000.00	81,000.00	0.00	0.00	81,000.00	100%	0.00	0.00
532	Isimets, Floor Boxes and Misc Labor	45,000.00	45,000.00	0.00	0.00	45,000.00	100%	0.00	0.00
533	General Wiring Materials	225,000.00	225,000.00	0.00	0.00	225,000.00	100%	0.00	0.00
534	General Wiring Labor	120,000.00	120,000.00	0.00	0.00	120,000.00	100%	0.00	0.00
535	Light Fixtures & Controls Materials	333,000.00	333,000.00	0.00	0.00	333,000.00	100%	0.00	0.00
536	Light Fixtures & Controls Labor	120,000.00	120,000.00	0.00	0.00	120,000.00	100%	0.00	0.00
537	Wiring Devices Material	19,089.00	19,089.00	0.00	0.00	19,089.00	100%	0.00	0.00
538	Wiring Devices Labor	30,000.00	30,000.00	0.00	0.00	30,000.00	100%	0.00	0.00
539	Temporary Power & Light	15,000.00	15,000.00	0.00	0.00	15,000.00	100%	0.00	0.00
540	Test All Systems	3,500.00	3,500.00	0.00	0.00	3,500.00	100%	0.00	0.00
541	Coordination/Arc Flash Study	4,500.00	4,500.00	0.00	0.00	4,500.00	100%	0.00	0.00
542	***Electrical SUBTOTAL***								0.00
543	**Special Systems**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
544	Submittals/Shop Drawings	6,500.00	6,500.00	0.00	0.00	6,500.00	100%	0.00	0.00
545	**Fire Alarm**	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
546	Material	81,900.00	81,900.00	0.00	0.00	81,900.00	100%	0.00	0.00
547	Labor	51,640.00	51,640.00	0.00	0.00	51,640.00	100%	0.00	0.00
548	**Emergency Radio Communications System**	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
549	Material	16,920.00	16,920.00	0.00	0.00	16,920.00	100%	0.00	0.00
550	Labor	10,780.00	10,780.00	0.00	0.00	10,780.00	100%	0.00	0.00
551	**Intercom**	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
552	Material	56,031.00	56,031.00	0.00	0.00	56,031.00	100%	0.00	0.00
553	Labor	36,854.00	36,854.00	0.00	0.00	36,854.00	100%	0.00	0.00
554	**Intrusion and Access Control**	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
555	Material	47,340.00	47,340.00	0.00	0.00	47,340.00	100%	0.00	0.00
556	Labor	31,060.00	31,060.00	0.00	0.00	31,060.00	100%	0.00	0.00
557	**Cafetorium AV System**	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
558	Material	36,780.00	36,780.00	0.00	0.00	36,780.00	100%	0.00	0.00
559	Labor	24,020.00	24,020.00	0.00	0.00	24,020.00	100%	0.00	0.00
560	**Lecture Hall AV System**	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
561	Material	30,900.00	30,900.00	0.00	0.00	30,900.00	100%	0.00	0.00
562	Labor	20,100.00	20,100.00	0.00	0.00	20,100.00	100%	0.00	0.00
563	**Other Special System**	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
564	Material	2,805.00	2,805.00	0.00	0.00	2,805.00	100%	0.00	0.00
565	Labor	1,370.00	1,370.00	0.00	0.00	1,370.00	100%	0.00	0.00
566	**Voice & Data Communication Cabling Equipment**	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
567	Material	47,700.00	47,700.00	0.00	0.00	47,700.00	100%	0.00	0.00
568	Labor	31,300.00	31,300.00	0.00	0.00	31,300.00	100%	0.00	0.00
569		-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
570		-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
571		-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
572		-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
573		-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
574		-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	SUBTOTAL DIVISION 26	**2,483,000.00**	**2,483,000.00**	**$0.00**	**$0.00**	**$2,483,000.00**	**100%**	**$0.00**	**$0.00**
	DIVISION 31 - EARTHWORK								
545			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
546	Excavation (Cut Subgrade)	8,295.00	8,295.00	0.00	0.00	8,295.00	100%	0.00	0.00
547	Select Fill	204,792.00	204,792.00	0.00	0.00	204,792.00	100%	0.00	0.00

548	Road Excavation and Site Prep	65,985.00	65,985.00	0.00	0.00	65,985.00	100%	0.00	0.00
549	6 inch Lime Treated Subgrade 3% Lime	92,070.00	92,070.00	0.00	0.00	92,070.00	100%	0.00	0.00
550	8 inch Caliche Base (LD Hmac)	96,758.00	96,758.00	0.00	0.00	96,758.00	100%	0.00	0.00
551	2 inch LD Hmac	166,825.00	166,825.00	0.00	0.00	166,825.00	100%	0.00	0.00
552	10 inch Caliche Base (LD Hmac)	52,854.00	52,854.00	0.00	0.00	52,854.00	100%	0.00	0.00
553	2.5 inch MD Hmac	87,138.00	87,138.00	0.00	0.00	87,138.00	100%	0.00	0.00
554	4 inch Caliche Base (Concrete)	40,719.00	40,719.00	0.00	0.00	40,719.00	100%	0.00	0.00
555	Curb & Gutter	60,249.00	60,249.00	0.00	0.00	60,249.00	100%	0.00	0.00
556	4FT Valley Gutter	18,400.00	18,400.00	0.00	0.00	18,400.00	100%	0.00	0.00
557	Detention Pond	13,122.00	13,122.00	0.00	0.00	13,122.00	100%	0.00	0.00
558	Striping & Signs	6,343.00	6,343.00	0.00	0.00	6,343.00	100%	0.00	0.00
559		-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	SUBTOTAL DIVISION 31	**913,550.00**	**913,550.00**	**$0.00**	**$0.00**	**$913,550.00**	**100%**	**$0.00**	**$0.00**
	DIVISION 32 - EXTERIOR IMPROVEMENTS								
560			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
561			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
562			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
563			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
564			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
565			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
566			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
567			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
568			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	DIVISION 33 - UTILITIES								
569	**Water Distribuition**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
570	8x20 DR-18 C-900 PVC Waterline	60,450.00	60,450.00	0.00	0.00	60,450.00	100%	0.00	0.00
571	6x20 DR-18 C-900 PVC Waterline	8,640.00	8,640.00	0.00	0.00	8,640.00	100%	0.00	0.00
572	8" Tapping Tee	8,400.00	8,400.00	0.00	0.00	8,400.00	100%	0.00	0.00
573	8" FC2W Steel Coupling	2,600.00	2,600.00	0.00	0.00	2,600.00	100%	0.00	0.00
574	8x6 MJxFIG Tee	4,350.00	4,350.00	0.00	0.00	4,350.00	100%	0.00	0.00
575	6 MJxFig Tee w/gate Valve	10,750.00	10,750.00	0.00	0.00	10,750.00	100%	0.00	0.00
576	Fire Hydrant Assembly	34,895.00	34,895.00	0.00	0.00	34,895.00	100%	0.00	0.00
577	8" 90 degree bend	2,770.00	2,770.00	0.00	0.00	2,770.00	100%	0.00	0.00
578	8" MJ-Gate Valve	6,820.00	6,820.00	0.00	0.00	6,820.00	100%	0.00	0.00
579	Tie to existing waterline, remove plug & cap	1,500.00	1,500.00	0.00	0.00	1,500.00	100%	0.00	0.00
580	4" Water Service	2,950.00	2,950.00	0.00	0.00	2,950.00	100%	0.00	0.00
581	1" Water Service	1,700.00	1,700.00	0.00	0.00	1,700.00	100%	0.00	0.00
582	Removal of 8" Waterline	3,000.00	3,000.00	0.00	0.00	3,000.00	100%	0.00	0.00
583	City of McAlen Admin & Inspection Fee	25,700.00	25,700.00	0.00	0.00	25,700.00	100%	0.00	0.00
584	**Fire Line**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
585	6" Gate Valve & valve box	2,150.00	2,150.00	0.00	0.00	2,150.00	100%	0.00	0.00
586	8x6 MJxFig Tee w/ restraints	870.00	870.00	0.00	0.00	870.00	100%	0.00	0.00
587	6" In Building Riser	2,380.00	2,380.00	0.00	0.00	2,380.00	100%	0.00	0.00
588	6" 90 degree bend	375.00	375.00	0.00	0.00	375.00	100%	0.00	0.00
589	6" 45 degree bend	370.00	370.00	0.00	0.00	370.00	100%	0.00	0.00
590	6" cap w/ restraints	325.00	325.00	0.00	0.00	325.00	100%	0.00	0.00
591	6x20 DR-18 C-900 PVC Waterline	2,700.00	2,700.00	0.00	0.00	2,700.00	100%	0.00	0.00
592			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
593	**FDC**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
594	6" FDC Assembly	1,550.00	1,550.00	0.00	0.00	1,550.00	100%	0.00	0.00
595	6" In Building Riser all S.S.	2,380.00	2,380.00	0.00	0.00	2,380.00	100%	0.00	0.00
596	6" 90 degree bend	375.00	375.00	0.00	0.00	375.00	100%	0.00	0.00
597	6" 45 degree bend	370.00	370.00	0.00	0.00	370.00	100%	0.00	0.00
598	6" MJ-Cap w/ restraints	325.00	325.00	0.00	0.00	325.00	100%	0.00	0.00
599	6x20 DR-18 C-900 PVC Waterline	4,320.00	4,320.00	0.00	0.00	4,320.00	100%	0.00	0.00
600	**Water Meter**	35,000.00	35,000.00	0.00	0.00	35,000.00	100%	0.00	0.00
601	Water meter assembly	8,122.00	8,122.00	0.00	0.00	8,122.00	100%	0.00	0.00
602	4x3 Ductile Reducer	850.00	850.00	0.00	0.00	850.00	100%	0.00	0.00
603	4" 90 degree bend	2,550.00	2,550.00	0.00	0.00	2,550.00	100%	0.00	0.00

604	4" Tee	1,280.00	1,280.00	0.00	0.00	1,280.00	100%	0.00	0.00
605	4" MJxMJ Fig Valve	1,935.00	1,935.00	0.00	0.00	1,935.00	100%	0.00	0.00
606	Valve Box	570.00	570.00	0.00	0.00	570.00	100%	0.00	0.00
607	Labor	1,500.00	1,500.00	0.00	0.00	1,500.00	100%	0.00	0.00
608			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
609	**Reduce Pressure Backflow Preventor**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
610	3" Reduce Pressure Backflow Preventor w/ Test Valve & Gate Valves	8,760.00	8,760.00	0.00	0.00	8,760.00	100%	0.00	0.00
611	3" 90 degree ductile iron elbow	1,520.00	1,520.00	0.00	0.00	1,520.00	100%	0.00	0.00
612	3" Ductile Iron Pipe	580.00	580.00	0.00	0.00	580.00	100%	0.00	0.00
613	Labor	1,500.00	1,500.00	0.00	0.00	1,500.00	100%	0.00	0.00
614			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
615	**Double Detector Check Assembly for Fire Lane**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
616	6" Double Detector Backflow Preventor w/ 203 & Gate Valve	22,900.00	22,900.00	0.00	0.00	22,900.00	100%	0.00	0.00
617	6" zip flange adapter	1,900.00	1,900.00	0.00	0.00	1,900.00	100%	0.00	0.00
618	6" MJ 90 degree bend w/ restraints	2,975.00	2,975.00	0.00	0.00	2,975.00	100%	0.00	0.00
619	6" Ductile Iron Pipe	1,500.00	1,500.00	0.00	0.00	1,500.00	100%	0.00	0.00
620	6" Ultra Flex Coupling	1,980.00	1,980.00	0.00	0.00	1,980.00	100%	0.00	0.00
621	Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	100%	0.00	0.00
622			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
623	**Sanitary Sewer**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
624	8" DR-26 Sewer Line	26,845.00	26,845.00	0.00	0.00	26,845.00	100%	0.00	0.00
625	6" DR-26 Sewer Line	10,619.00	10,619.00	0.00	0.00	10,619.00	100%	0.00	0.00
626	4" DR-26 Sewer Line	1,617.00	1,617.00	0.00	0.00	1,617.00	100%	0.00	0.00
627	8x4 Sewer Service	2,550.00	2,550.00	0.00	0.00	2,550.00	100%	0.00	0.00
628	8x6 Sewer Service	9,600.00	9,600.00	0.00	0.00	9,600.00	100%	0.00	0.00
629	48" Manhole	25,100.00	25,100.00	0.00	0.00	25,100.00	100%	0.00	0.00
630			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
631	**Storm Drainage**		-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
632	24" RCP Concrete Pipe	50,576.00	50,576.00	0.00	0.00	50,576.00	100%	0.00	0.00
633	12" SDR-26 Heavy Wall	37,264.00	37,264.00	0.00	0.00	37,264.00	100%	0.00	0.00
634	8" SDR-26 Heavy Wall	1,365.00	1,365.00	0.00	0.00	1,365.00	100%	0.00	0.00
635	6" SDR-26 Heavy Wall	7,770.00	7,770.00	0.00	0.00	7,770.00	100%	0.00	0.00
636	Type A Curb Inlet	23,345.00	23,345.00	0.00	0.00	23,345.00	100%	0.00	0.00
637	Type M Manhole	8,160.00	8,160.00	0.00	0.00	8,160.00	100%	0.00	0.00
638	Type CC 5x3x4.5	13,500.00	13,500.00	0.00	0.00	13,500.00	100%	0.00	0.00
639	Type C 4x4x5.5	3,850.00	3,850.00	0.00	0.00	3,850.00	100%	0.00	0.00
640	Type C 3x3x3.5	2,250.00	2,250.00	0.00	0.00	2,250.00	100%	0.00	0.00
641	Safety End 24" - 6.1	5,100.00	5,100.00	0.00	0.00	5,100.00	100%	0.00	0.00
642	12" Perforated PVC Pipe for French Drain	26,270.00	26,270.00	0.00	0.00	26,270.00	100%	0.00	0.00
643	12" SDR-26 Heavy Wall	2,275.00	2,275.00	0.00	0.00	2,275.00	100%	0.00	0.00
644	Gravel bed for french drain	12,180.00	12,180.00	0.00	0.00	12,180.00	100%	0.00	0.00
645	Sand for French Drain	3,552.00	3,552.00	0.00	0.00	3,552.00	100%	0.00	0.00
646	Remove & Replace Concrete	1,800.00	1,800.00	0.00	0.00	1,800.00	100%	0.00	0.00
647	12" Cross	750.00	750.00	0.00	0.00	750.00	100%	0.00	0.00
648	12x12 Tee	2,572.00	2,572.00	0.00	0.00	2,572.00	100%	0.00	0.00
649	12x6 Tee	335.00	335.00	0.00	0.00	335.00	100%	0.00	0.00
650	8x8 Tee	800.00	800.00	0.00	0.00	800.00	100%	0.00	0.00
651	8x6 Reducer	255.00	255.00	0.00	0.00	255.00	100%	0.00	0.00
652	6x6 Tee	90.00	90.00	0.00	0.00	90.00	100%	0.00	0.00
653	8" 90 Degree Bend	305.00	305.00	0.00	0.00	305.00	100%	0.00	0.00
654	6x4 Reducer	446.00	446.00	0.00	0.00	446.00	100%	0.00	0.00
655	6" Down Spout Assembly	285.00	285.00	0.00	0.00	285.00	100%	0.00	0.00
656	4" Down Spout Assembly	900.00	900.00	0.00	0.00	900.00	100%	0.00	0.00
657	12" 22 1/2 Degree bend	868.00	868.00	0.00	0.00	868.00	100%	0.00	0.00
658	12" Caps for HD PE Pipe	764.00	764.00	0.00	0.00	764.00	100%	0.00	0.00
659	8" 90 Degree Bend	305.00	305.00	0.00	0.00	305.00	100%	0.00	0.00
		574,700.00	**574,700.00**	**$0.00**	**$0.00**	**$574,700.00**	**100%**	**$0.00**	**$0.00**
	ALLOWANCES								
660	Contractor Allowance	200,000.00	-	0.00	0.00	0.00	0%	200,000.00	0.00
661	Graphics Allowance	75,000.00	-	0.00	0.00	0.00	0%	75,000.00	0.00

662			-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
663	**Betterment Fund (Savings) AEA #1**	844,109.00	-	0.00	0.00	0.00	0%	844,109.00	0.00
664	**AEA #2**	**29,611.04**	-	0.00	0.00	0.00	0%	29,611.04	0.00
665	Impermeable Revised Best Value	6,864.00	6,864.00	0.00	0.00	6,864.00	100%	0.00	0.00
666	Grease Trap Credit as per City of McAllen Review Comments	(2,000.00)	(2,000.00)	0.00	0.00	-2,000.00	100%	0.00	0.00
667	Building Permit Credit	(20,031.75)	(20,031.75)	0.00	0.00	-20,031.75	100%	0.00	0.00
668	Credit City of McAlen Admin & Inspection Fee	(14,443.29)	(14,443.29)	0.00	0.00	-14,443.29	100%	0.00	0.00
669	**AEA #3 Learning Stairs**	**(187,045.00)**	-	0.00	0.00	0.00	0%	-187,045.00	0.00
670	Concrete Footings & Structural	48,816.00	48,816.00	0.00	0.00	48,816.00	100%	0.00	0.00
671	Hollow Core Planks Materials	29,941.00	29,941.00	0.00	0.00	29,941.00	100%	0.00	0.00
672	Hollow Core Planks Labor	28,694.00	28,694.00	0.00	0.00	28,694.00	100%	0.00	0.00
673	Hollow Metal Frame, Door & Hardware	3,325.00	3,325.00	0.00	0.00	3,325.00	100%	0.00	0.00
674	Framing and Drywall	19,598.00	19,598.00	0.00	0.00	19,598.00	100%	0.00	0.00
675	Wood Flooring	31,171.00	31,171.00	0.00	0.00	31,171.00	100%	0.00	0.00
676	Painting	2,100.00	2,100.00	0.00	0.00	2,100.00	100%	0.00	0.00
677	Fire Sprinkler	1,400.00	1,400.00	0.00	0.00	1,400.00	100%	0.00	0.00
678	Hvac	12,000.00	12,000.00	0.00	0.00	12,000.00	100%	0.00	0.00
679	Electrical	10,000.00	10,000.00	0.00	0.00	10,000.00	100%	0.00	0.00
680	**AEA #4 Ceramic Tile in lieu of FRP at Kitchen Walls**	**(14,369.00)**	-	0.00	0.00	0.00	0%	-14,369.00	0.00
681	FRP Credit	(11,329.00)	(11,329.00)	0.00	0.00	-11,329.00	100%	0.00	0.00
682	Add Wall Tile	25,698.00	25,698.00	0.00	0.00	25,698.00	100%	0.00	0.00
683	**AEA #5 Fire Systems of Texas Fire Sprinkler**	(9,242.00)	-	0.00	0.00	0.00	0%	-9,242.00	0.00
684	Fire Systems of Texas Fire Sprinkler	-	-	0.00	0.00	0.00	#DIV/0!	0.00	0.00
685	Risers & Valves Labor	3,849.74	3,849.74	0.00	0.00	3,849.74	100%	0.00	0.00
686	Above Ground Hydrotesting	4,493.55	4,493.55	0.00	0.00	4,493.55	100%	0.00	0.00
687	Sprinkler Final	898.71	898.71	0.00	0.00	898.71	100%	0.00	0.00
688	**AEA #6 Garco Detention Pond**	(19,603.00)	-	0.00	0.00	0.00	0%	-19,603.00	0.00
689	Detention Pond	19,603.00	19,603.00	0.00	0.00	19,603.00	100%	0.00	0.00
690	**AEA #7 Credit for Alternate (Washega) Intercom System**	16,500.00	-	0.00	0.00	0.00	0%	16,500.00	0.00
691	Credi for Alternate Washega Intercom System	(16,500.00)	(16,500.00)	0.00	0.00	-16,500.00	100%	0.00	0.00
692	**AEA #8 Insurance Requirement**	(4,360.00)	-	0.00	0.00	0.00	0%	-4,360.00	0.00
693	Bowman Insurance Requirement	4,360.00	4,360.00	0.00	0.00	4,360.00	100%	0.00	0.00
694	**AEA #9 Credit Lime Stabilization**	37,375.00	-	0.00	0.00	0.00	0%	37,375.00	0.00
695	Credit for Lime Stabilization	(37,375.00)	(37,375.00)	0.00	0.00	-37,375.00	100%	0.00	0.00
696	**AEA #10 Reapply Termite Treatment at Classroom Wing**	(2,860.00)	-	0.00	0.00	0.00	0%	-2,860.00	0.00
697	Reapply Termite Treatment at Classroom Wing	2,860.00	2,860.00	0.00	0.00	2,860.00	100%	0.00	0.00
698	**AEA #11 Wood Blocking for Exterior Signage**	(1,642.00)	-	0.00	0.00	0.00	0%	-1,642.00	0.00
699	Wood Blocking for exterior signage	1,642.00	1,642.00	0.00	0.00	1,642.00	100%	0.00	0.00
700	**AEA #12 AEP Contribution In Aid of Construction**	(7,140.56)	-	0.00	0.00	0.00	0%	-7,140.56	0.00
701	AEP CIAC	7,140.56	7,140.56	0.00	0.00	7,140.56	100%	0.00	0.00
702	**AEA #13 Hollow Metal Doors, Frames, Wood Doors & Hardware**	7,938.00	-	0.00	0.00	0.00	0%	7,938.00	0.00
703	Credit for New Proposal	(7,938.00)	(7,938.00)	0.00	0.00	-7,938.00	100%	0.00	0.00
704	**AEA #14 AEP Easement Exhibits**	(850.00)	-	0.00	0.00	0.00	0%	-850.00	0.00
705	AEP Easement	850.00	850.00	0.00	0.00	850.00	100%	0.00	0.00
706	**AEA #15 Building Envelope Consultant**	(4,000.00)	-	0.00	0.00	0.00	0%	-4,000.00	0.00
707	Building Envelope Consultant	4,000.00	4,000.00	0.00	0.00	4,000.00	100%	0.00	0.00
708	**AEA #16 Temporary Window Protection**	(7,773.00)	-	0.00	0.00	0.00	0%	-7,773.00	0.00
709	Temporary Window Protection	7,773.00	7,773.00	0.00	0.00	7,773.00	100%	0.00	0.00
710	**AEA #17 Exterior & Interior Signage**	(79,453.00)	-	0.00	0.00	0.00	0%	-79,453.00	0.00
711	Exterior Signage Illuminated Backlit Letters at East & North Elevation	44,000.00	44,000.00	0.00	0.00	44,000.00	100%	0.00	0.00
712	Exterior Signage Bldg Numbers at East & North Elevation	2,980.00	2,980.00	0.00	0.00	2,980.00	100%	0.00	0.00
713	Interior Signage Illuminate Backlit Letters at LGI Walls	17,290.00	17,290.00	0.00	0.00	17,290.00	100%	0.00	0.00
714	Interior Signage Brushed Natural Aluminum Letters & Logo at Entry	1,650.00	1,650.00	0.00	0.00	1,650.00	100%	0.00	0.00
715	Temporary Signage Pattern for Electrical rough-in	860.00	860.00	0.00	0.00	860.00	100%	0.00	0.00
716	Boom lift rental	3,711.00	3,711.00	0.00	0.00	3,711.00	100%	0.00	0.00
717	Electrical rough-in for power to new signs	6,445.00	6,445.00	0.00	0.00	6,445.00	100%	0.00	0.00
718	Provide & install Access door	1,017.00	1,017.00	0.00	0.00	1,017.00	100%	0.00	0.00
719	Tape, Float & Paint Touch ups	1,500.00	1,500.00	0.00	0.00	1,500.00	100%	0.00	0.00
720	**AEA #18 Markerboards & Tackboards**	(24,986.00)	-	0.00	0.00	0.00	0%	-24,986.00	0.00
721	Markerboards & Tackboards	24,986.00	24,986.00	0.00	0.00	24,986.00	100%	0.00	0.00

722	**AEA #19 Provide Owner Toilet Accessories**	(2,884.00)	-	0.00	0.00	0.00	0%	-2,884.00	0.00
723	Provide Owner Toilet Accessories	2,884.00	2,884.00	0.00	0.00	2,884.00	100%	0.00	0.00
724	**AEA #20 Dumpster Enclosure**	(21,674.00)	-	0.00	0.00	0.00	0%	-21,674.00	0.00
725	Credit for Cedar Fence	(1,399.00)	(1,399.00)	0.00	0.00	-1,399.00	100%	0.00	0.00
726	New cmu & stucco at dumpster enclosure as per City of McAllen building permit requirer	23,073.00	23,073.00	0.00	0.00	23,073.00	100%	0.00	0.00
727	**AEA #21 Motorized Projection Screens**	(12,656.00)	-	0.00	0.00	0.00	0%	-12,656.00	0.00
728	Motorized Projection Screens	12,656.00	12,656.00	0.00	0.00	12,656.00	100%	0.00	0.00
729	**AEA #22 Network Equipment**	(353,266.64)	-	0.00	0.00	0.00	0%	-353,266.64	0.00
730	Provide & install owner cameras & accessories	112,245.47	112,245.47	0.00	0.00	112,245.47	100%	0.00	0.00
731	Provide & install owner network equipment	209,337.22	209,337.22	0.00	0.00	209,337.22	100%	0.00	0.00
732	Provide & install owner projector mounts & projectors	31,683.95	31,683.95	0.00	0.00	31,683.95	100%	0.00	0.00
733	**AEA #23 Dark Fiber Line**	(10,909.00)	-	0.00	0.00	0.00	0%	-10,909.00	0.00
734	Provide & install dark fiber line	10,909.00	10,909.00	0.00	0.00	10,909.00	100%	0.00	0.00
735	**AEA #24 Additional Cost for Dark Fiber Line**	(1,090.00)	-	0.00	0.00	0.00	0%	-1,090.00	0.00
736	Additional cost to provide & install dark fiber line	1,090.00	1,090.00	0.00	0.00	1,090.00	100%	0.00	0.00
737	**AEA #25 Additional Projector & Screen at Collaboration Space**	(77,119.00)	-	0.00	0.00	0.00	0%	-77,119.00	0.00
738	Projector & Screen	51,214.00	51,214.00	0.00	0.00	51,214.00	100%	0.00	0.00
739	Labor to Install projector & screen	25,905.00	25,905.00	0.00	0.00	25,905.00	100%	0.00	0.00
740	**AEA #26 Provide Campus Furniture**	(288,890.12)	-	0.00	0.00	0.00	0%	-288,890.12	0.00
741	To provide & install HON & Vicro campus furniture	288,890.12	288,890.12	0.00	0.00	288,890.12	100%	0.00	0.00
742	**AEA #27 Additional Gates**	(11,875.00)	-	0.00	0.00	0.00	0%	-11,875.00	0.00
743	To provide & install two double gates & two swing gates	11,875.00	11,875.00	0.00	0.00	11,875.00	100%	0.00	0.00
744	**AEA #28 Cafeteria Furniture**	(65,467.00)	-	0.00	0.00	0.00	0%	-65,467.00	0.00
745	Cafeteria Furniture	65,467.00	65,467.00	0.00	0.00	65,467.00	100%	0.00	0.00
746	**AEA #29 Final Cleaning**	(1,378.72)	-	0.00	0.00	0.00	0%	-1,378.72	0.00
747	Final Cleaning	1,378.72	1,378.72	0.00	0.00	1,378.72	100%	0.00	0.00
		1,119,109.00	**1,119,109.00**	**$0.00**	**$0.00**	**$1,119,109.00**	**100%**	**($0.00)**	**$0.00**
	GRAND TOTAL	23,400,000.00	23,400,000.00	0.00	0.00	23,400,000.00	100.0%	0.00	0.00

FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: Contract 2023-116 thru 2023-1023 –UTRGV / MISD Collegiate Academy

1. Vendor Obligations to McAllen ISD:

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

Notes:

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

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

Select one:	
○	Item has been recorded as an asset and assigned an asset number.
◉	Item has not been recorded as an asset. Appropriate steps are being taken to record. Approved to proceed with final payment.
○	Not applicable.

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

APPROVED BY: Roel Moroles Aug 5, 2024
Roel Moroles (Aug 5, 2024 16:06 CDT)

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

ACKNOWLEDGED BY: Dyanira Diaz Aug 5, 2024

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

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Final Payment to American Contracting USA, Inc. on Contract No. 2023-065 William B. Travis Middle School Re-Roof and Mechanical Upgrades Re-Bid

REFERENCE: Goal 3: Facility Priorities, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On June 13, 2022, the Board of Trustees approved CSP 2023-1007 William B. Travis Middle School Re-Roof and Mechanical Upgrades Re-Bid and awarded American Contracting USA, Inc.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Administration is recommending approval of final payment on this project.

LEGAL REVIEW:

None

BUDGETARY CONSIDERATIONS:

The final contract price for this project was $1,890,935.40. Funds for this project were available through Fund 620 - Maintenance Tax Note.

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve the final payment to American Contracting USA, Inc. in the amount of $92,775.40 for Contract No. 2023-065 William B. Travis Middle School Re-Roof and Mechanical Upgrades Re-Bid.

Attachment: ☑

SUBMITTED BY: Ruben D. Trevino **SUPERVISOR:** Lorena Garcia

For further information contact:
Name: Ruben D. Trevino
Office: (956) 661-6887
eMail: ruben.trevino@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 7, 2024 14:20 CDT)

Superintendent of Schools

APPROVED FOR PAYMENT

Melissa Ortiz (Aug 6, 2024 15:26 CDT) Aug 6, 2024
Signature Date

Aug 6, 2024
Signature Date

Signature Date

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
McAllen Independent School District
2000 N.23rd Street
McAllen, TX 78502

PROJECT:
McAllen ISD William B. Travis Middle School Re-Roof & Mechanical Upgrades Re-Bid

APPLICATION NO: FINAL
PERIOD TO: 06/30/2024
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: / /

Distribution to:
OWNER ☒
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:
American Contracting USA, Inc.
1606 S. Reynolds
Rio Hondo, TX 78583

VIA ARCHITECT:
Chanin Engineering, LLC
400 Nolana, Ste. H2
McAllen, TX 78504

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	1,987,000.00
2. NET CHANGE BY CHANGE ORDERS	$	-96,064.60
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*	$	1,890,935.40
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)*	$	1,890,935.40
5. RETAINAGE:		
a. 0 % of Completed Work *(Columns D + E on G703)*	$	0.00
b. 0 % of Stored Material *(Column F on G703)*	$	0.00
Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*	$	0.00
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*	$	1,890,935.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*	$	1,798,160.00
8. CURRENT PAYMENT DUE	$	92,775.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this month	$	$ -96,064.60
TOTAL	$	$ -96,064.60
NET CHANGES by Change Order	$	

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

CONTRACTOR: American Contracting USA, Inc.
By: Patricia Barcenas Date: 08/06/24
State of: Texas
County of: Cameron
Subscribed and sworn to before me this 6th day of August 2024
Notary Public: Christian Rendon
My commission expires: February 29, 2028

CHRISTIAN RENDON
My Notary ID # 134787890
Expires February 29, 2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $ 92,775.40
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: Date: 08/06/2024

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G702™ – 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.
G702TM1AOD44

CSP No. 2023-1007
McAllen ISD William B. Travis Middle School Re-Roof & Mechanical Upgrades Re-Bid
Schedule of Values

CONTINUATION SHEET (INSTRUCTIONS ON REVERSE SIDE Page 2 of 2 pages

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

APPLICATION NUMBER: FINAL
APPLICATION DATE: 8/15/2024
PERIOD TO / FROM:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES	WORK COMPLETED FROM PREVIOUS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D+E+F)	(G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 0%
1	Overhead & Profit	$310,200.00	$310,200.00	$0.00	$0.00	$310,200.00	100%	$0.00	$0.00
2	Storage Container	$3,200.00	$3,200.00	$0.00	$0.00	$3,200.00	100%	$0.00	$0.00
3	Portable	$2,400.00	$2,400.00	$0.00	$0.00	$2,400.00	100%	$0.00	$0.00
4	Equipment	$36,000.00	$36,000.00	$0.00	$0.00	$36,000.00	100%	$0.00	$0.00
5	Bonds	$23,000.00	$23,000.00	$0.00	$0.00	$23,000.00	100%	$0.00	$0.00
6	Insurances	$15,000.00	$15,000.00	$0.00	$0.00	$15,000.00	100%	$0.00	$0.00
7	Mobilization	$3,000.00	$3,000.00	$0.00	$0.00	$3,000.00	100%	$0.00	$0.00
8	Demolition	$33,000.00	$33,000.00	$0.00	$0.00	$33,000.00	100%	$0.00	$0.00
9	Dumpsters	$45,000.00	$45,000.00	$0.00	$0.00	$45,000.00	100%	$0.00	$0.00
10	Roofing Materials	$505,000.00	$505,000.00	$0.00	$0.00	$505,000.00	100%	$0.00	$0.00
11	Roofing Labor	$33,000.00	$33,000.00	$0.00	$0.00	$33,000.00	100%	$0.00	$0.00
12	Insulation Materials	$400,000.00	$400,000.00	$0.00	$0.00	$400,000.00	100%	$0.00	$0.00
13	Insulation Labor	$33,000.00	$33,000.00	$0.00	$0.00	$33,000.00	100%	$0.00	$0.00
14	Sheet Metal: Material	$60,000.00	$60,000.00	$0.00	$0.00	$60,000.00	100%	$0.00	$0.00
15	Sheet Metal: Labor	$70,000.00	$70,000.00	$0.00	$0.00	$70,000.00	100%	$0.00	$0.00
16	Warranty	$15,200.00	$15,200.00	$0.00	$0.00	$15,200.00	100%	$0.00	$0.00
17	Demobilization	$3,000.00	$3,000.00	$0.00	$0.00	$3,000.00	100%	$0.00	$0.00
18	Carpentry Materials	$20,000.00	$20,000.00	$0.00	$0.00	$20,000.00	100%	$0.00	$0.00
19	Carpentry Labor	$30,000.00	$30,000.00	$0.00	$0.00	$30,000.00	100%	$0.00	$0.00
20	Ladders	$10,000.00	$10,000.00	$0.00	$0.00	$10,000.00	100%	$0.00	$0.00
21	Roof Hatches	$16,000.00	$16,000.00	$0.00	$0.00	$16,000.00	100%	$0.00	$0.00
22	Lifting of Units - MEP	$100,000.00	$100,000.00	$0.00	$0.00	$100,000.00	100%	$0.00	$0.00
23	Wall Panels	$15,000.00	$15,000.00	$0.00	$0.00	$15,000.00	100%	$0.00	$0.00
24	Coating	$10,000.00	$10,000.00	$0.00	$0.00	$10,000.00	100%	$0.00	$0.00
25	Skylights	$16,000.00	$16,000.00	$0.00	$0.00	$16,000.00	100%	$0.00	$0.00
26	Thru Wall	$80,000.00	$80,000.00	$0.00	$0.00	$80,000.00	100%	$0.00	$0.00
27	Contingency Allowance	$100,000.00	$5,800.00	$0.00	$0.00	$5,800.00	6%	$94,200.00	$0.00
28	Safeguard Fire Invoice #11569	-$1,864.60	$0.00	-$1,864.60	$0.00	-$1,864.60	100%	$0.00	$0.00
29	Unused Contingency Allowance	-$94,200.00	$0.00	$0.00	$0.00	$0.00	0%	-$94,200.00	$0.00
	Total for Roof Replacement:	**$1,890,935.40**	**$1,892,800.00**	**-$1,864.60**	**$0.00**	**$1,890,935.40**	**100%**	**$0.00**	**$0.00**

FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: Contract 2023-065 thru CSP 2023-1007 –William B. Travis Middle School Re-Roof and Mechanical Upgrades Re-Bid

1. Vendor Obligations to McAllen ISD:

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

Notes:

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

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

Select one:	
○	Item has been recorded as an asset and assigned an asset number.
◉	Item has not been recorded as an asset. Appropriate steps are being taken to record. Approved to proceed with final payment.
○	Not applicable.

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

APPROVED BY: _____ Aug 6, 2024

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

ACKNOWLEDGED BY: Dyanira Diaz Aug 6, 2024

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

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Final Payment to E-Con Group, LLC on Contract No. 2021-203 McAllen Veterans Memorial Stadium New Press Box

REFERENCE: Goal 3: Facility Priorities, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On December 13, 2021, the Board of Trustees approved the Guaranteed Maximum Price (GMP) for the Construction of the McAllen Veterans Memorial Stadium New Press Box and awarded E-Con Group, LLC.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Administration is recommending approval of final payment on this project.

LEGAL REVIEW:

None

BUDGETARY CONSIDERATIONS:

The final contract price for this project was $4,099,000.00. Funds for this project were available through Fund 619 - Maintenance Tax Note and Fund 698 - Capital Projects Fund.

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve the final payment to E-Con Group, LLC in the amount of $204,950.00 for Contract No. 2021-203 McAllen Veterans Memorial Stadium New Press Box.

Attachment: ☑

SUBMITTED BY: Ruben D. Trevino **SUPERVISOR:** Lorena Garcia

For further information contact:
Name: Ruben D. Trevino
Office: (956) 661-6887
Email: ruben.trevino@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 6, 2024 08:55 CDT)

Superintendent of Schools

APPLICATION FOR PAYMENT
Construction-Manager-At-Risk

Application for Payment No.: Twenty-one Project Number: 155-00
For the Period: Jul. 1, 2024 to Jul. 31, 2024 Inclusive
Name of the Project: MISD Veterans Memorial New Press Box
CM/R Name & Address: E-Con Group, LLC, PO Box 2999 Edinburg, Texas 78540

To Be Completed By The Construction-Manager-At-Risk

		Part I Services *Preconstruction*	Part II Services *Construction (GMP)*	Total *Contract Amount*
1	Original Contract Amount	$ 15,000	$ 4,099,000.00	$ 4,114,000.00
2	Approved Change Order Extras:	$ -	$ -	$ -
3	Accepted Change Order Deductions:	$ -	$ -	$ -
4	**Current Contract Amount:**	$ 15,000	$ 4,099,000.00	$ 4,114,000.00
5	**Total Completed/Designed To Date:**	$ 15,000	$ 4,099,000.00	$ 4,114,000.00
6	Less Total Retainage (5%) (Part II Only):	$ -	$ -	$ -
7	Total Net Earned Amount:	$ 15,000	$ 4,099,000.00	$ 4,114,000.00
8	Less Previous Payments:	$ 15,000	$ 3,894,050.00	$ 3,909,050.00
9	***Current Payment Due For Each Part:***	$ -	$ 204,950.00	$ 204,950.00
10	Balance To Finish, Including Retainage:	$ -	$ -	$ -

AFFIDAVIT:

Insurance: I, agent for the Construction-Manager-At-Risk, do hereby certify that all insurances as required by law, and by the specifications, are in full force and effect as of this date.

Claims & Liability: I, agent for the Construction-Manager-At-Risk, do furthermore certify that all current invoices and obligations have been paid in full, and there are no claims or liabilities against this contract.

Signature of Construction-Manager-At-Risk agent

STATE OF TEXAS
COUNTY OF Hidalgo

Personally before me, the undersigned authority, this day appeared Gilbert Enriquez who being by me duly sworn on his oath says that the account hereto attached, in the amount of $204,950.00 in favor of E-Con Group, LLC and against the McAllen ISD is within the knowledge of affiant, just true, and correct that it is due and that all just and lawful offsets, payments, and credits have been allowed.

DIANA V ENRIQUEZ
Notary ID #130877738
My Commission Expires
October 27, 2024

Sworn to and subscribed before me, ... Gilbert Enriquez this 17th day of July, 2024

Notary Public *Signature of Notary* Hidalgo County, Texas

PRECONSTRUCTION SERVICES (PART I):

Current Payment For Preconstruction Services (PART I): ..... $

FOR PROMPT PAYMENT ACT: Reviewed and Approved on _____ (Date) by: _____ (Signature of Chanin Engineering)

CONSTRUCTION SERVICES (PART II):

CM/DB has submitted an updated project schedule: Yes_____ No_____ CM/R has updated the record drawings: Yes_____ No_____

Current Payment For Construction Services (Part II) ..... $ 204,950.00

FOR PROMPT PAYMENT ACT: Inspected and Approved on: ..... 08/02/2024 (Date) by: _____ (Signature of Chanin Engineering)

CONSTRUCTION SERVICES (PART II) CERTIFICATE: TO BE COMPLETED BY THE PROJECT ARCHITECT / ENGINEER OF RECORD

This is to certify that E-Con Group, LLC ..... Construction-Manager-Ar-Risk

for the project ..... MISD Veterans Memorial New Press Box ..... is entitled to payment

for Construction Services (Part II) of this Certificate in the amount of ..... $ $ 204,950.00

Architect / Engineer ..... Chanin Engineering, LLC

Reviewed and Approved on ..... 08/02/2024 (Date) by: _____ (Signature of A/E)

RECEIVED
AUG 2 2024
McAllen ISD
Finance & Operations Specialist
Facilities, Maintenance & Operations

ECON ENRIQUEZ CONSTRUCTION

APPROVED FOR PAYMENT
Melissa Ortiz (Aug 5, 2024 11:41 CDT) Aug 5, 2024
Signature Date
Roel Morales (Aug 5, 2024 11:50 CDT) Aug 5, 2024
Signature Date
Signature Date

Schedule of Values

Project No.: 155-00
Project Name: MISD Veterans Memorial New Press Box
CMR Contractor: E-Con Group, LLC
Date: July 17, 2024

Contract Number:
Project Address: 2155 N. Bicentennial Blvd. McAllen, Texas 78501
Application for Payment Number: Twenty-one Retainage
Application Period: July 1, 2024 To: July 31, 2024

		Guaranteed Maximum Price		Contract Price			Pay Application's Schedule of Values							
A	B	C		D	E	F	G	H	I	J	K	L	M	N
Bid Package / CSI Section	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Initial GMP Proposal Line Item Value	Additional Services / GMP Change Order Values	Actual Contract Amount at Buyout	Delta (GMP to Actual)	Contract / Purchase Order No.	Detailed Breakdown of Contract Line Items	Total Amount Previously Requested & Percent		Current Application: This Period Amount & Percent		Current Application: Total Amount Completed To Date & Percent		Balance to Finish Including Retainage
	Column: Equations			C'	C-D		D'	L'	H/G	L - H	J/G	H + J	L/G	(G - L) x 95%
Preconstruction Services (Incl. Cost Breakdown):														
Schematic Design		$ 2,500	$ -	$ 2,500	$ -	N/A	$ 2,500	$ 2,500	100%	$ -	0%	$ 2,500	100%	$ -
Design development		$ 2,500	$ -	$ 2,500	$ -		$ 2,500	$ 2,500	100%	$ -	0%	$ 2,500	100%	$ -
GMP Development		$ 2,500	$ -	$ 2,500	$ -		$ 2,500	$ 2,500	100%	$ -	0%	$ 2,500	100%	$ -
Construction Documents		$ 2,500	$ -	$ 2,500	$ -		$ 2,500	$ 2,500	100%	$ -	0%	$ 2,500	100%	$ -
Bidding/Proposals		$ 5,000	$ -	$ 5,000	$ -		$ 5,000	$ 5,000	100%	$ -	0%	$ 5,000	100%	$ -
Preconstruction Services Subtotal		**$ 15,000**	**$ -**	**$ 15,000**	**$ -**		**$ 15,000**	**$ 15,000**	100%	$ -	0%	**$ 15,000**	100%	$ -
General Conditions:														
Project Management														
	Superintendent	$ 60,000	$ -	$ 60,000	$ -	N/A	$ 60,000	$ 60,000	100%	$ -	0%	$ 60,000	100%	$ 3,000
	Project Manager	$ 36,000	$ -	$ 36,000	$ -	N/A	$ 36,000	$ 36,000	100%	$ -	0%	$ 36,000	100%	$ 1,800
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
Bonds & Insurance														
	Payment & Performance Bonds	$ 44,500	$ -	$ 44,500	$ -	N/A	$ 44,500	$ 44,500	100%	$ -	0%	$ 44,500	100%	$ 2,225
	Insurance & Builder's Risk	$ 20,000	$ -	$ 20,000	$ -	N/A	$ 20,000	$ 20,000	100%	$ -	0%	$ 20,000	100%	$ 1,000
	Building Permit	$ 5,500	$ -	$ 5,500	$ -	N/A	$ 5,500	$ 5,500	100%	$ -	0%	$ 5,500	100%	$ 275
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
Temporary Utilities														
	Temporary Electricity	$ 2,250	$ -	$ 2,250	$ -	N/A	$ 2,250	$ 2,250	100%	$ -	0%	$ 2,250	100%	$ 113
	Temporary Toilets	$ 7,200	$ -	$ 7,200	$ -	N/A	$ 7,200	$ 7,200	100%	$ -	0%	$ 7,200	100%	$ 360
	Monthly Telephone Costs	$ 3,150	$ -	$ 3,150	$ -	N/A	$ 3,150	$ 3,150	100%	$ -	0%	$ 3,150	100%	$ 158
	Progress Cleaning	$ 13,500	$ -	$ 13,500	$ -	N/A	$ 13,500	$ 13,500	100%	$ -	0%	$ 13,500	100%	$ 675
	Barricades/Temporary Fencing	$ 14,000	$ -	$ 14,000	$ -	N/A	$ 14,000	$ 14,000	100%	$ -	0%	$ 14,000	100%	$ 700
	Project Job Truck Maintenance/Fuel	$ 4,500	$ -	$ 4,500	$ -	N/A	$ 4,500	$ 4,500	100%	$ -	0%	$ 4,500	100%	$ 225
	Equipment Rental	$ 9,000	$ -	$ 9,000	$ -	N/A	$ 9,000	$ 9,000	100%	$ -	0%	$ 9,000	100%	$ 450
	Storage Trailers	$ 6,750	$ -	$ 6,750	$ -	N/A	$ 6,750	$ 6,750	100%	$ -	0%	$ 6,750	100%	$ 338
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
Field Office & Construction Supplies														
	Project Office Trailer	$ 9,000	$ -	$ 9,000	$ -	N/A	$ 9,000	$ 9,000	100%	$ -	0%	$ 9,000	100%	$ 450
	Project Trailer Office Supplies	$ 4,050	$ -	$ 4,050	$ -	N/A	$ 4,050	$ 4,050	100%	$ -	0%	$ 4,050	100%	$ 203
	Safety Materials and Equipment	$ 15,642	$ -	$ 15,642	$ -	N/A	$ 15,642	$ 15,642	100%	$ -	0%	$ 15,642	100%	$ 782
	Blueprint Reproduction	$ 4,500	$ -	$ 4,500	$ -	N/A	$ 4,500	$ 4,500	100%	$ -	0%	$ 4,500	100%	$ 225
	Project Signage	$ 1,500	$ -	$ 1,500	$ -	N/A	$ 1,500	$ 1,500	100%	$ -	0%	$ 1,500	100%	$ 75
	Field Engineering	$ 5,000	$ -	$ 5,000	$ -	N/A	$ 5,000	$ 5,000	100%	$ -	0%	$ 5,000	100%	$ 250

Schedule of Values

Project No.: 155-00
Project Name: MISD Veterans Memorial New Press Box
CMR Contractor: E-Con Group, LLC
Date: July 17, 2024

Contract Number:
Project Address: 2155 N. Bicentennial Blvd. McAllen, Texas 78501
Application for Payment Number: Twenty-one Retainage
Application Period: July 1, 2024 To: July 31, 2024

		Guaranteed Maximum Price		Contract Price			Pay Application's Schedule of Values							
A	B	C		D	E	F	G	H	I	J	K	L	M	N
Bid Package / CSI Section	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Intitial GMP Proposal Line Item Value	Additional Services / GMP Change Order Values	Actual Contract Amount at Buyout	Delta (GMP to Actual)	Contract / Purchase Order No.	Detailed Breakdown of Contract Line Items	Total Amount Previously Requested & Percent		Current Application: This Period Amount & Percent		Current Application: Total Amount Completed To Date & Percent		Balance to Finish Including Retainage
	Column: Equations			C'	C-D		D'	L'	H/G	L - H	J/G	H + J	L/G	(G - L) x 95%
	Construction Supplies	$ 2,500	$ -	$ 2,500	$ -	N/A	$ 2,500	$ 2,500	100%	$ -	0%	$ 2,500	100%	$ 125
	Project Postage	$ 1,350	$ -	$ 1,350	$ -	N/A	$ 1,350	$ 1,350	100%	$ -	0%	$ 1,350	100%	$ 68
	Project As-Built Drawings / O&M Manuals	$ 4,500	$ -	$ 4,500	$ -	N/A	$ 4,500	$ 4,500	100%	$ -	0%	$ 4,500	100%	$ 225
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
General Conditions Subtotal		**$ 274,392**	**$ -**	**$ 274,392**	**$ -**		**$ 274,392**	**$ 274,392**	100%	**$ -**	0%	**$ 274,392**	100%	**$ 13,720**
Cost of Work:														
02 Sitework														
	Site Demolition	$ 3,300	$ -	$ 3,800	$ (500)	N/A	$ 3,800	$ 3,800	100%	$ -	0%	$ 3,800	100%	$ 190
	Building Pad	$ 18,100	$ -	$ 21,940	$ (3,840)	N/A	$ 21,940	$ 21,940	100%	$ -	0%	$ 21,940	100%	$ 1,097
	Termite Control	$ 500	$ -	$ 500	$ -	N/A	$ 500	$ 500	100%	$ -	0%	$ 500	100%	$ 25
	Erosion Control	$ 1,500	$ -	$ 1,500	$ -	N/A	$ 1,500	$ 1,500	100%	$ -	0%	$ 1,500	100%	$ 75
	Utilities: Water & Sanitary	$ 15,000	$ -	$ 15,000	$ -	N/A	$ 15,000	$ 15,000	100%	$ -	0%	$ 15,000	100%	$ 750
	Asphalt Patching at Electrical Conduit	$ 2,103	$ -	$ 6,440	$ (4,337)	N/A	$ 6,440	$ 6,440	100%	$ -	0%	$ 6,440	100%	$ 322
	Asphalt Patching around Building	$ -	$ -	$ 7,200	$ (7,200)	N/A	$ 7,200	$ -	0%	$ 7,200	100%	$ 7,200	100%	$ 360
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
03 Concrete & Finishes														
	Concrete Foundation	$ 115,082	$ -	$ 115,082	$ -	N/A	$ 115,082	$ 115,082	100%	$ -	0%	$ 115,082	100%	$ 5,754
	Drilling Piers (40) 35'-45' Deep	$ 47,360	$ -	$ 50,590	$ (3,230)	N/A	$ 50,590	$ 50,590	100%	$ -	0%	$ 50,590	100%	$ 2,530
	Concrete Reinforcing Steel	$ 57,464	$ -	$ 57,464	$ -	N/A	$ 57,464	$ 57,464	100%	$ -	0%	$ 57,464	100%	$ 2,873
	Transformer Pad	$ 3,500	$ -	$ 3,500	$ -	N/A	$ 3,500	$ 3,500	100%	$ -	0%	$ 3,500	100%	$ 175
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
04 Masonry		$ -												
	Masonry & Brick	$ 160,000	$ -	$ 170,000	$ (10,000)	N/A	$ 170,000	$ 170,000	100%	$ -	0%	$ 170,000	100%	$ 8,500
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
05 Metals														
	Structural Steel	$ 1,050,000	$ -	$ 1,050,000	$ -	N/A	$ 1,050,000	$ 1,050,000	100%	$ -	0%	$ 1,050,000	100%	$ 52,500
	Demolition of Existing Speaker Poles	$ 5,000	$ -	$ 4,500	$ 500	N/A	$ 4,500	$ 4,500	100%	$ -	0%	$ 4,500	100%	$ 225
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -

Schedule of Values

Project No.: 155-00
Project Name: MISD Veterans Memorial New Press Box
CMR Contractor: E-Con Group, LLC
Date: July 17, 2024

Contract Number:
Project Address: 2155 N. Bicentennial Blvd. McAllen, Texas 78501
Application for Payment Number: Twenty-one Retainage
Application Period: July 1, 2024 To: July 31, 2024

		Guranteed Maximum Price		Contract Price			Pay Application's Schedule of Values							
A	B	C		D	E	F	G	H	I	J	K	L	M	N
										Current Application				
Bid Package / CSI Section	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Initial GMP Proposal Line Item Value	Additional Services / GMP Change Order Values	Actual Contract Amount at Buyout	Delta (GMP to Actual)	Contract / Purchase Order No.	Detailed Breakdown of Contract Line Items	Total Amount Previously Requested & Percent		This Period Amount & Percent		Total Amount Completed To Date & Percent		Balance to Finish Including Retainage
	Column: Equations			C'	C-D		D'	L'	H/G	L - H	J/G	H + J	L/G	(G - L) x 95%
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
06	Wood and Plastics													
	Rough Carpentry Lumber Material	$ 7,500	$ -	$ 7,500	$ -	N/A	$ 7,500	$ 7,500	100%	$ -	0%	$ 7,500	100%	$ 375
	Rough Carpentry Lumber Labor	$ 7,500	$ -	$ 7,500	$ -	N/A	$ 7,500	$ 7,500	100%	$ -	0%	$ 7,500	100%	$ 375
	Architectural Woodwork	$ 11,110	$ -	$ 11,110	$ -	N/A	$ 11,110	$ 11,110	100%	$ -	0%	$ 11,110	100%	$ 556
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
07	Thermal and Moisture Protection													
	Dampproofing & Waterproofing	$ 134,275	$ -	$ 140,000	$ (5,725)	N/A	$ 140,000	$ 140,000	100%	$ -	0%	$ 140,000	100%	$ 7,000
	Roofing System 60mil TPO	$ 89,520	$ -	$ 98,330	$ (8,810)	N/A	$ 98,330	$ 98,330	100%	$ -	0%	$ 98,330	100%	$ 4,917
	Metal Wall Panels MBCI	$ 105,500	$ -	$ 111,310	$ (5,810)	N/A	$ 111,310	$ 111,310	100%	$ -	0%	$ 111,310	100%	$ 5,566
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
08	Doors and Windows													
	Frames, Doors and Hardware	$ 74,450	$ -	$ 62,860	$ 11,590	N/A	$ 62,860	$ 62,860	100%	$ -	0%	$ 62,860	100%	$ 3,143
	Installation of Frames, Doors and Hardware	$ 10,050	$ -	$ 10,050	$ -	N/A	$ 10,050	$ 10,050	100%	$ -	0%	$ 10,050	100%	$ 503
	Counter Shutter Door	$ 6,193	$ -	$ 6,193	$ -	N/A	$ 6,193	$ 6,193	100%	$ -	0%	$ 6,193	100%	$ 310
	Glass & Glazing including Storefronts	$ 149,280	$ -	$ 149,604	$ (324)	N/A	$ 149,604	$ 149,604	100%	$ -	0%	$ 149,604	100%	$ 7,480
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
09	Finishes													
	Metal Studs, Gypsum Drywall & SAC	$ 279,819	$ -	$ 279,819	$ -	N/A	$ 279,819	$ 279,819	100%	$ -	0%	$ 279,819	100%	$ 13,991
	Ceramic Tile	$ 21,000	$ -	$ 21,000	$ -	N/A	$ 21,000	$ 21,000	100%	$ -	0%	$ 21,000	100%	$ 1,050
	Flooring VCT, LVT and Rubber Base	$ 31,000	$ -	$ 33,300	$ (2,300)	N/A	$ 33,300	$ 33,300	100%	$ -	0%	$ 33,300	100%	$ 1,665
	Painting	$ 58,500	$ -	$ 58,500	$ -	N/A	$ 58,500	$ 58,500	100%	$ -	0%	$ 58,500	100%	$ 2,925
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -

Schedule of Values

Project No.: 155-00							Contract Number:									
Project Name: MISD Veterans Memorial New Press Box							Project Address: 2155 N. Bicentennial Blvd. McAllen, Texas 78501									
CMR Contractor: E-Con Group, LLC							Application for Payment Number: Twenty-one Retainage									
Date: July 17, 2024							Application Period: July 1, 2024					To: July 31, 2024				
Guaranteed Maximum Price				Contract Price			Pay Application's Schedule of Values									
A	B	C		D	E	F	G	H	I	J	K	L	M	N		
Bid Package / CSI Section	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Initial GMP Proposal Line Item Value	Additional Services / GMP Change Order Values	Actual Contract Amount at Buyout	Delta (GMP to Actual)	Contract / Purchase Order No.	Detailed Breakdown of Contract Line Items	Total Amount Previously Requested & Percent		Current Application: This Period Amount & Percent		Total Amount Completed To Date & Percent		Balance to Finish Including Retainage		
Column: Equations				C'	C-D		D'	L'	H/G	L - H	J/G	H + J	L/G	(G - L) x 95%		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
10 Specialties																
	Markerboards & Tackboards Material	$ 2,500	$ -	$ 2,500	$ -	N/A	$ 2,500	$ 2,500	100%	$ -	0%	$ 2,500	100%	$ 125		
	Markerboards & Tackboards Labor	$ 500	$ -	$ 500	$ -	N/A	$ 500	$ 500	100%	$ -	0%	$ 500	100%	$ 25		
	Toilet & Bath Accessories	$ 2,950	$ -	$ 2,950	$ -	N/A	$ 2,950	$ 2,950	100%	$ -	0%	$ 2,950	100%	$ 148		
	Installation of Toilet & Bath Accessories	$ 1,000	$ -	$ 1,000	$ -	N/A	$ 1,000	$ 1,000	100%	$ -	0%	$ 1,000	100%	$ 50		
	Fire Extinguishers and Cabinets	$ 1,340	$ -	$ 1,340	$ -	N/A	$ 1,340	$ 1,340	100%	$ -	0%	$ 1,340	100%	$ 67		
	Installation of Fire Extinguishers	$ 500	$ -	$ 500	$ -	N/A	$ 500	$ 500	100%	$ -	0%	$ 500	100%	$ 25		
	Identification Signs	$ 2,022	$ -	$ 2,022	$ -	N/A	$ 2,022	$ -	0%	$ 2,022	100%	$ 2,022	100%	$ 101		
	Installation of ID Signs	$ 500	$ -	$ 500	$ -	N/A	$ 500	$ -	0%	$ 500	100%	$ 500	100%	$ 25		
	Building Letters (Cast Metal) Allowance	$ 30,000	$ -	$ 30,000	$ -	N/A	$ 30,000	$ 30,000	100%	$ -	0%	$ 30,000	100%	$ 1,500		
	Aluminum Canopy	$ 14,600	$ -	$ 14,600	$ -	N/A	$ 14,600	$ 14,600	100%	$ -	0%	$ 14,600	100%	$ 730		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
11 Equipment																
	N/A	$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
12 Furnishings																
	N/A	$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
13 Special Construction				$ -												
	N/A	$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
14 Conveying systems																
	Elevator	$ 141,000	$ -	$ 135,950	$ 5,050	N/A	$ 135,950	$ 135,950	100%	$ -	0%	$ 135,950	100%	$ 6,798		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -		

Schedule of Values

Project No.: 155-00
Project Name: MISD Veterans Memorial New Press Box
CMR Contractor: E-Con Group, LLC
Date: July 17, 2024

Contract Number:
Project Address: 2155 N. Bicentennial Blvd. McAllen, Texas 78501
Application for Payment Number: Twenty-one Retainage
Application Period: July 1, 2024 To: July 31, 2024

		Guranteed Maximum Price		Contract Price			Pay Application's Schedule of Values							
A	B	C		D	E	F	G	H	I	J	K	L	M	N
Bid Package / CSI Section	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Initial GMP Proposal Line Item Value	Additional Services / GMP Change Order Values	Actual Contract Amount at Buyout	Delta (GMP to Actual)	Contract / Purchase Order No.	Detailed Breakdown of Contract Line Items	Total Amount Previously Requested & Percent		Current Application: This Period Amount & Percent		Current Application: Total Amount Completed To Date & Percent		Balance to Finish Including Retainage
	Column: Equations			C'	C-D		D'	L'	H/G	L - H	J/G	H + J	L/G	(G - L) x 95%
15 Mechanical & Plumbing & Fire Sprinkler														
	Fire Sprinkler including Diesel Fire Pump	$ 133,708	$ -	$ 110,799	$ 22,909	N/A	$ 110,799	$ 110,799	100%	$ -	0%	$ 110,799	100%	$ 5,540
	Plumbing	$ 157,500	$ -	$ 157,250	$ 250	N/A	$ 157,250	$ 157,250	100%	$ -	0%	$ 157,250	100%	$ 7,863
	Water Meter	$ 3,000	$ -	$ 3,000	$ -	N/A	$ 3,000	$ 3,000	100%	$ -	0%	$ 3,000	100%	$ 150
	HVAC	$ 170,000	$ -	$ 195,000	$ (25,000)	N/A	$ 195,000	$ 195,000	100%	$ -	0%	$ 195,000	100%	$ 9,750
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -
16 Electrical														
	Electrical	$ 319,890	$ -	$ 317,245	$ 2,645	N/A	$ 317,245	$ 315,645	99%	$ 1,600	1%	$ 317,245	100%	$ 15,862
	Fire Alarm System	$ 20,590	$ -	$ 20,590	$ -	N/A	$ 20,590	$ 20,590	100%	$ -	0%	$ 20,590	100%	$ 1,030

Schedule of Values

Project No.: 155-00
Project Name: MISD Veterans Memorial New Press Box
CMR Contractor: E-Con Group, LLC
Date: July 17, 2024

Contract Number:
Project Address: 2155 N. Bicentennial Blvd. McAllen, Texas 78501
Application for Payment Number: Twenty-one Retainage
Application Period: July 1, 2024 To: July 31, 2024

		Guranteed Maximum Price		Contract Price			Pay Application's Schedule of Values							
A	B	C		D	E	F	G	H	I	J	K	L	M	N
Bid Package / CSI Section	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Intitial GMP Proposal Line Item Value	Additional Services / GMP Change Order Values	Actual Contract Amount at Buyout	Delta (GMP to Actual)	Contract / Purchase Order No.	Detailed Breakdown of Contract Line Items	Total Amount Previously Requested & Percent		Current Application: This Period Amount & Percent		Current Application: Total Amount Completed To Date & Percent		Balance to Finish Including Retainage
	Column: Equations			C'	C-D		D'	L'	H/G	L - H	J/G	H + J	L/G	(G - L) x 95%
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	######	$ -	######	$ -	######	$ -

Schedule of Values

Project No.: 155-00							Contract Number:										
Project Name: MISD Veterans Memorial New Press Box							Project Address: 2155 N. Bicentennial Blvd. McAllen, Texas 78501										
CMR Contractor: E-Con Group, LLC							Application for Payment Number: Twenty-one Retainage										
Date: July 17, 2024							Application Period: July 1, 2024					To: July 31, 2024					
Guranteed Maximum Price				Contract Price			Pay Application's Schedule of Values										
A	B	C		D	E	F	G	H	I	J	K	L	M	N			
Bid Package / CSI Section	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Initial GMP Proposal Line Item Value	Additional Services / GMP Change Order Values	Actual Contract Amount at Buyout	Delta (GMP to Actual)	Contract / Purchase Order No.	Detailed Breakdown of Contract Line Items	Total Amount Previously Requested & Percent		Current Application: This Period Amount & Percent		Current Application: Total Amount Completed To Date & Percent		Balance to Finish Including Retainage			
	Column: Equations			C'	C-D		D'	L'	H/G	L - H	J/G	H + J	L/G	(G - L) x 95%			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
Cost of Work Subtotal		$ 3,466,206	$ -	$ 3,500,338	$ (34,132)		$ 3,500,338	$ 3,489,016	100%	$ 11,322	0%	$ 3,500,338	100%	$ 175,017			
Allowance:																	
	General Contingency Allowance	$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
	HVAC Relocation Exterior Equipment Only	$ 26,000		$ 26,000	$ -	N/A	$ 26,000	$ 26,000	100%	$ -	0%	$ 26,000	100%	$ 1,300			
	Existing Concrete Piers Demolition	$ 9,335	$ -	$ 9,335	$ -	N/A	$ 9,335	$ 9,335	100%	$ -	0%	$ 9,335	100%	$ 467			
	Repair Existing Stadium Conduit & Wire Lighting	$ 7,610	$ -	$ 7,610	$ -	N/A	$ 7,610	$ 7,610	100%	$ -	0%	$ 7,610	100%	$ 381			
	Elevator Upgrade	$ 30,686	$ -	$ 30,686	$ -	N/A	$ 30,686	$ 30,686	100%	$ -	0%	$ 30,686	100%	$ 1,534			
	Electrical for Fire Pump RFI #16 Response	$ 34,385	$ -	$ 34,385	$ -	N/A	$ 34,385	$ 34,385	100%	$ -	0%	$ 34,385	100%	$ 1,719			
	Millwork Difference to GMP Design	$ 1,984		$ 1,984	$ -	N/A	$ 1,984	$ 1,984	100%	$ -	0%	$ 1,984	100%	$ 99			
	Informaiton Technology Allowance	$ 110,000	$ -	$ 110,000	$ -	N/A	$ 110,000	$ 81,752	74%	$ 28,248	26%	$ 110,000	100%	$ 5,500			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
Contractor's Fee 3.7%		$ 138,402	$ -	$ 138,402	$ -	N/A	$ 138,402	$ 133,500	96%	$ 4,902	4%	$ 138,402	100%	$ 6,920			
		$ -	$ -	$ -	$ -	N/A	$ -	$ -	#######	$ -	#######	$ -	#######	$ -			
SubTotal		$ 358,402	$ -	$ 358,402	$ -	N/A	$ 358,402	$ 325,252	91%	$ 33,150	9%	$ 358,402	100%	$ 17,920			
Contract Total		$ 4,114,000	$ -	$ 4,148,132	$ (34,132)		$ 4,148,132	$ 4,103,660	99%	$ 44,472	1%	$ 4,148,132	100%	$ 207,407			

FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: Contract 2021-203 thru RFP 2021-137 –McAllen Veterans Memorial Stadium New Press Box

1. Vendor Obligations to McAllen ISD:

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

Notes:

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

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

Select one:	
○	Item has been recorded as an asset and assigned an asset number.
◉	Item has not been recorded as an asset. Appropriate steps are being taken to record. Approved to proceed with final payment.
○	Not applicable.

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

APPROVED BY: Roel Moroles Aug 5, 2024
Roel Moroles (Aug 5, 2024 11:56 CDT)

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

ACKNOWLEDGED BY: Dyanira Diaz Aug 5, 2024

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

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Memorandum of Understanding No. 2025-087 The University of Texas Rio Grance Valley (UTRGV) Police Department and McAllen Independent School District Police Department

REFERENCE: Goal 1 - Student Achievement/Student Focus, Strategy 5 - Partnerships with Business/Civic/Educational Organizations

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District ("District") Police Department has partnered with The University of Texas Rio Grande Valley ("UTRGV") Police Department to provide jurdictional and interagency support to UTRGV McAllen ISD Collegiate Academy.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

This agreement provides jurisdictional and interagency support between both police departments.

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. 2025-087 The University of Texas Rio Grande Valley (UTRGV) Police Department and McAllen Independent School District Police Department through August 13, 2029.

Attachment: ☑

SUBMITTED BY: Jose Silva (Aug 7, 2024 14:00 CDT)

SUPERVISOR: Alberto Canales (Aug 7, 2024 14:18 CDT)

For further information contact:
Name: Mr. Jose Silva, Chief of Police
Office: 956-618-6000
Email: Jose.Silva@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 7, 2024 14:19 CDT)

Superintendent of Schools

JURISDICTIONAL AND INTERAGENCY SUPPORT
MEMORANDUM OF UNDERSTANDING

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY (UTRGV) POLICE DEPARTMENT
AND MCALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT

WHEREAS, The Texas Education Code, Section 51.203 confers on commissioned peace officers of state institutions of higher education, jurisdiction in all the counties in which property is owned, leased, rented, or otherwise under the control of the Institution, and

WHEREAS, The Texas Education Code, Section 37.081 confers on commissioned peace officers of any school district, jurisdiction that shall be determined by the board of trustees and may include all territory in the boundaries of the school district and all property outside the boundaries of the district that is owned, leased, or rented by or otherwise under the control of the school district and the board of trustees that employ the peace officer or security personnel or that enter into a memorandum of understanding for the provision of a school resource officer.

BE IT THEREFORE AGREED AS FOLLOWS: That the University of Texas Rio Grande Valley Police Department (UTRGV PD) and the McAllen Independent School District Police Department (MISD PD) shall abide by the following articles:

ARTICLE 1:

UTRGV PD will maintain primary jurisdiction within property owned, leased, rented or otherwise under the control of UTRGV, including all UT Health RGV properties, within the MISD. MISD PD shall retain concurrent jurisdiction.

ARTICLE 2:

MISD PD will retain jurisdiction within the geographic boundaries of the MISD outside of UTRGV controlled property.

ARTICLE 3:

UTRGV PD may exercise police powers outside of UTRGV property as required by and/or authorized by law. MISD may exercise police powers within UTRGV property located within the MISD as required and/or authorized by law and as further set forth herein below.

ARTICLE 4:

The department exercising primary jurisdiction will have on-scene command authority over the placement and role of any concurrent jurisdiction officers through the National Incident Management System (NIMS) unified command structure.

ARTICLE 5:

Officer Duties:

A. MISD peace officers may assist UTRGV PD officers.

B. The MISD PD shall respond to any emergency Call-For-Service that is a result of a call to the a PD 9-1-1 Emergency Communications Center.

C. All non-emergency Calls-For-Service received by MISD PD for properties controlled by UTRGV shall be referred to UTRGV PD.

D. UTRGV PD shall prepare and shall be responsible for preparation of all required reports including Offense/Incident/Arrests and IBR reports in Calls-For-Service matters in which UTRGV PD exercised jurisdiction pursuant to ARTICLE I above.

E. MISD PD may assist UTRGV PD in any manner with any investigation of a crime occurring on property for which UTRGV has primary jurisdiction pursuant to ARTICLE I above.

F. Where MISD PD serves as primary investigative agency of any crime occurring on property for which UTRGV has concurrent jurisdiction pursuant to ARTICLE I, the UTRGV PD may assist MISD PD in any manner.

ARTICLE 6:

Follow-up investigations will be conducted by the department having primary jurisdiction of the incident.

ARTICLE 7:

Federal Clery Act Compliance

A. Pursuant to the Federal Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, postsecondary schools are required to disclose statistics for certain crimes that occurred on campus and on public property within and immediately adjacent to school-owned buildings and property.

B. UTRGV is required to disclose statistics that are reported to the department as well as to local and state law enforcement agencies.

C. The UTRGV PD will provide subscription to the UTRGV Emergency Alert System for the MISD PD Chief of Police and his designee to ensure timely sharing of information regarding public safety alerts.

ARTICLE 8:

Crime Victims Services

Both UTRGV PD and MISD PD may maintain their own crime victim services personnel and share the commitment to work together to provide crime victim services to members of the UTRGV community who are victims of all manner of crime to include, but not limited to, sexual assault and to improve the overall response to all manner of crime to include, but not limited to, sexual assault. The parties share the goal of preventing sexual assault on campus and in the community and responding appropriately to those who have been victimized.

A. Accordingly, both parties may:

Share information regarding cases and matters of mutual interest.

B. MISD PD may:

Provide UTRGV PD with general information about incidents and reportable offenses occurring on UTRGV Property for which UTRGV has primary jurisdiction pursuant to ARTICLE I above.

C. UTRGV PD may:

Provide information to appropriate MISD PD staff about incidents and reportable offenses occurring on UTRGV Property for which MISD has concurrent jurisdiction pursuant to ARTICLE I above.

ARTICLE 9:

The dispatcher of the jurisdiction receiving or dispatching a call for service may:

A. Maintain via Computer Aided Dispatch (CAD) entries of calls received, routed and dispatched to the other jurisdiction, which may be available upon request.

B. When referring a call to the other jurisdiction, advise the caller of the referral and stay on the line until the other jurisdiction has received the call.

ARTICLE10:

Radio Communications

Interoperability for emergency incident response and joint operations will be facilitated for the radio systems of both agencies.

ARTICLE11:

Emergency Response Training

UTRGV and the MISD may cooperate to coordinate biennial emergency response training (i.e. active shooter, natural disaster, etc.) utilizing Incident Command System (ICS) consisting of either full-scale and/or tabletop exercises.

ARTICLE12:

Each party agrees that, except as stipulated in any specific written services agreement, it will be responsible for its own expenses, including but not limited to personnel expenses under this agreement. Under no circumstances will any personnel of one party be considered an agent or employee of the other and nothing in this MOU will be construed with such meaning.

ARTICLE13:

To the extent authorized by law, each party to this agreement expressly waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement, except for acts in violation of law.

ARTICLE14:

Term and Termination of Agreement

This MOU shall remain in effect for five (5) years unless terminated earlier by either party. Termination by a party may be affected by giving the other party at least thirty (30) days advance written notice of its intention to terminate. If such notice is given, this agreement shall terminate at the end of such thirty (30) day period. Termination shall be without penalty. If this agreement is terminated, neither UTRGV nor The MISD will be liable to the other for any monetary or other losses which may result.

ARTICLE15:

Miscellaneous

A. Entire MOU. This MOU embodies the complete understanding of the Parties hereto, superseding all oral and written understandings as well as previous and contemporaneous MOUs between the Parties relating to the matters of this MOU.

B. Execution. This MOU may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

C. Third Parties. This MOU does not create any third-party beneficiaries. Nothing in this MOU, or in the Administrative Regulations, or any other attachments shall be construed to create, expand, or form a basis for the liability to any third-party under any theory of law against either party hereto unless such basis exists independent of this MOU under State and Federal Law.

D. Waiver. No waiver of a breach or any provision of the MOU by either Party shall constitute a waiver of any subsequent breach of such provision. Failure of either Party to enforce at any time, or from time to time, any provision of this MOU shall not be construed as a waiver thereof.

Adan Cruz Date	Jose Silva (Aug 7, 2024 14:01 CDT) 08/07/2024
Chief of Police	Jose Silva Date
UTRGV Police Department	Chief of Police
	McAllen ISD Police Department
Michael Mueller Date	Sofia M. Peña Date
Executive Vice President	Board of Trustees, President
for Finance & Business Affairs and CFO	McAllen ISD
UTRGV	

Approved as to form:

by: JOHNATHAN BALL (Aug 7, 2024 14:02 CDT)
Johnathan Ball, Staff Attorney

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Agreement No. 2025-093 with DMR Educational Consulting, Inc.

REFERENCE: Goal 1 - Student Achievement/Student Focus: Strategy 3: Engaging Learning Environment; Goal 2 - People Development: Strategy 20: Quality Professional Development Opportunties

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

This agreement will be used for professional consulting services for professional development for English Language Arts/Reading ("ELAR") best practices.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

DMR Educational Consulting, Inc. agrees to provide the District with the following Professional Development to Elementary and Middle School campuses during the Fall semester of the 2024-2025 school year:

A. Module 1 Literary Elements to include Comprehension TEKS, Vocabulary TEKS, Genre TEKS, Author's Purpose and Craft, and Response Skills

LEGAL REVIEW:

The draft contract is pending legal review.

BUDGETARY CONSIDERATIONS:

Funds for this service are available through Title II, Fund 255.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Agreement No. 2025-093 with DMR Educational Consulting, Inc. through June 30, 2025.

Attachment: ☑

SUBMITTED BY: _____

SUPERVISOR: Jeanette Nino (Aug 7, 2024 17:52 CDT)

For further information contact:
Name: Mrs. Jeanette Nino, Associate Superintendent
Office: 956-618-6053
Email: Jeanette.Nino@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 7, 2024 17:54 CDT)

Superintendent of Schools

MCALLEN INDEPENDENT SCHOOL DISTRICT

CONSULTING AGREEMENT No. 2024-093

THIS Agreement, made and entered by and between the **MCALLEN INDEPENDENT SCHOOL DISTRICT** ("District") and **DMR Educational Consulting, Inc.** a Texas Limited Liability Company hereinafter referred to as ("Consultant").

WITNESSETH:

WHEREAS, District recognizes that the Federal and State Programs Department of District (the "Department"); requires certain services rendered by Consultant who has the training, experience, and qualifications necessary to provide the services.

WHEREAS, District requested a professional services quote from the consultant for services more particularly described on Exhibit A attached hereto (the "Services).

WHEREAS, District has determined that the proper, orderly and efficient delivery of quality Services for the District can be accomplished best by contracting with Consultant in accordance with the local, state and federal regulations for procurement;

WHEREAS, District has determined that for proper and efficient operation of the Department several objectives must be met, including, among others, coordination of schedules and assignments, administrative ease and efficiency, consistency and uniformity in book and recordkeeping, and the delivery of quality services;

WHEREAS, the Consultant is willing to accept the responsibility of providing the Services to the District in accordance with recognized standards, the Board Policies of District, applicable laws and regulations and the terms and conditions set forth in this Agreement;

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the provision of the Services by Consultant during the term of this Agreement;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE CONSULTANT

The Consultant agrees to provide the following Services to District during the term of this Agreement:

a. **Performance of Services**. The Consultant will provide the Services described on Exhibit "A" attached hereto and incorporated herein at this point for all purposes and will use proper professional standards in providing the services to District.

b. **Administration**. The Consultant will communicate with the Administrator(s) designated by District regarding the administration of the Services and this Agreement. Notwithstanding anything herein to the contrary, District will not have or exercise control over the manner in which the professional services of the Consultant are performed as would jeopardize the status of the Consultant as an independent contractor.

c. **Quality of Services**. The Consultant will continually work to improve the quality of and maintain a reasonable cost for provision of the Services furnished to District. In furtherance thereof, Consultant agrees to fully cooperate with personnel designated by District.

d. **Records**. Consultant shall, at Consultant's expense, keep or cause to be kept for four (4) years following the provision of the Services accurate and complete records in an adequate filing system. Consultant shall furnish District on written request copies of all such records to the extent such records are not prohibited from disclosure to District by applicable law.

e. **Ethics**. Consultant shall insure that, in performing the Services under this Agreement, Consultant uses his best and most diligent efforts and professional skills, performs professional and supervisory services, and renders the Services in accordance with and in a manner consistent with the highest standards of Consultant's profession and comply with all applicable laws and regulations related thereto.

   No officer, employee, shareholder or associate contracted by Consultant or associate having any business relationship with Consultant, shall receive or solicit any compensation or any other monetary benefit from any entities that contract with or seek to contract with District for products of insurance or services during the term of the contract with District.

f. **Certification**. Consultant shall maintain Consultant's license and all legally required certificates in the State of Texas as is required to perform the Services.

g. **Confidentiality of Records**. The Consultant shall maintain the confidentiality of records in accordance with applicable laws and regulations.

h. **Confidentiality. Health Insurance Portability and Accountability Act (HIPAA) Compliance** – The Consultant shall comply with all requirements set forth by the Health Insurance Portability and Accountability Act (HIPAA) including, but not limited to, the requirements for Electronic Data Interchange (EDI) and Privacy.

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

j. **CRIMINAL HISTORY INFORMATION**. Pursuant to Texas Education Code Section 22.0834 (Senate Bill 9), Consultant shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subcontractor of the Consultant if the employee, applicant, agent, or subcontractor has or will have continuing duties related to the Services, and the duties are or will be performed on school property or at another location where students are regularly present.

k. **ENTITIES THAT BOYCOTT ISRAEL**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

The term Contract Documents as used herein shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract.

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

A. This Contract

B. Exhibit "A" – Vendor Services/Fees

C. Exhibit “B” – Vendor Certificate of Insurance

2. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES (SB 13)

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

3. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES (SB 19)

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This verification is not required for an agreement with a sole-source provider; or a governmental entity that does not receive bids from a company that is able to provide this verification.

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

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

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

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

5. SUSPENSION AND DEBARMENT COMPLIANCE REQUIREMENTS

Contractor shall comply with all requirements on Part 3.2 – Compliance Requirements.

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

Consultant shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District's property or other location where students are regularly present, District shall be the final decider of what constitutes a "location where students are regularly present." Consultant's violation of this section shall constitute a material breach of Agreement.

If the Consultant is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence of compliance acceptable to District, with this Contract.

6. INSURANCE COVERAGE

At all times during the term of this Agreement, Consultant will, at Consultant's expense, carry and maintain the following insurance coverages with the minimum coverage amounts as follows:

a. Automobile Liability Insurance

b. The Consultant will provide a certificate of insurance to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason. Such Certificate of insurance shall be attached to this Agreement as Exhibit "B".

7. CONSULTANT'S COVENANTS AND WARRANTIES

Consultant makes the following representations and warranties to District with respect to each Consultant or employee of Consultant providing Services hereunder.

a. Licensure. Consultant is duly licensed to provide the Services in the State of Texas to the extent licensure is required to provide the Services.

b. Suspension of License. Consultant's license to provide the Services in any state has never been suspended or revoked.

c. Discipline. Consultant has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local society or specialty board.

d. Malpractice Judgment. There has never been entered against Consultant a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of $10,000.00.

e. Settlement. No action based on an allegation of malpractice by Consultant has ever been settled by payment to the plaintiff of an aggregate amount in excess of $10,000.00.

f. Debarment and Suspension. Contractor shall comply with all requirements on Part 3.2 – Compliance Requirements.

8. PARTIES' RELATIONSHIP

The Consultant, at all times will act as an independent contractor providing the Services and will not act or hold himself out to third parties as an employee or agent of District in the provision of the Services or materials under this Agreement. The District shall not control how the results or the details of the Services are provided and/or achieved. As an independent contractor, Consultant shall supply its own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services described in Exhibit "A" attached hereto and shall not rely on or require the District to supply any of the above, unless otherwise specified in this Agreement.

9. TAXES AND BENEFITS

District will not withhold income tax or Social Security tax on behalf of the Consultant or any of Consultant's partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against District for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind.

The Consultant will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

10. INCURRING FINANCIAL OBLIGATION

The Consultant will incur no financial obligation on behalf of District without prior written approval from the Superintendent of District or Superintendent's designee.

11. CONSULTATION

While this Agreement is in effect, the parties understand that the Consultant may not be the exclusive source of providing the Services.

12. PROFESSIONAL ASSOCIATES

The Consultant may, at the Consultant's expense, contract with such other consultants as the Consultant deems necessary or appropriate (hereinafter collectively referred to as "Associates") to assist Consultant in the fulfillment of Consultant's obligations under this Agreement. The Consultant will be fully responsible for performing or assuring that any Associate performs the Services in compliance with the provisions of this Agreement. Furthermore, all Associates must be currently licensed in the State of Texas to provide the Services to the extent licensure is required to provide the Services.

13. FEES TO CONSULTANT

The sole source of compensation to the Consultant under this Agreement will be the compensation paid by District to Consultant in accordance with the terms and provisions of Exhibit "A" attached hereto and incorporated herein at the point for all purposes. The Consultant will not bill or collect fees for Services to District from any third parties. As consideration for performing the services as necessary pursuant to this Agreement, District agrees to pay Consultant for Services as invoiced upon successful and satisfactory delivery of Services to District, as specified in, and in accordance with Exhibit "A", with verification by District's authorized representative of such invoice in compliance with the conditions and information in this Agreement. The invoice provided by the Consultant will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.

14. ACCESS TO BOOKS AND RECORDS

Consultant recognizes that District is a participant in governmental payment programs. In connection with such programs, the Consultant agrees to cooperate with District and provide to District

reasonable assistance in District's efforts to meet the requirements for participation in and payment under such programs

15. NON-DISCRIMINATION

Consultant will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Agreement or in the selection of Associates, employees, or independent contractors.

16. HOLD HARMLESS

CONSULTANT WILL INDEMNIFY AND HOLD DISTRICT HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEY'S FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM , OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS AGREEMENT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE CONSULTANT'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE CONSULTANT. UPON WRITTEN NOTICE FROM DISTRICT, THE CONSULTANT WILL RESIST AND DEFEND AT CONSULTANT'S EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO DISTRICT ANY SUCH CLAIM OR ACTION. CONSULTANT WILL CARRY PROPER INSURANCE WITH DISTRICT AS AN ADDITIONAL NAMED INSURED TO THE EXTENT SUCH IS REASONABLY AVAILABLE.

17. TERM AND TERMINATION OF AGREEMENT

a. Term. The term of this agreement shall commence September 9, 2024 through November 15, 2024. All services must be completed during the term of the Agreement.

b. Termination without Cause. The District reserves the right to cancel/terminate this Agreement in part or in whole without cause within thirty (30) days written notice to the Consultant. If the District so cancels/terminates this Agreement, Consultant shall deliver all data and material developed to

date to District. Consultant shall not be entitled to lost profits or any further compensation not earned prior to time of such cancellation/termination.

c. Termination with Cause. If either party fails to observe or perform in a material manner any term or condition of this Agreement to be performed or observed by such party, the aggrieved party shall send written notice specifying the nature of the alleged default. If the default is not fully cured within ten (10) days after giving the notice, then the aggrieved party may elect to terminate this Agreement or pursuant to applicable law.

d. Non-Interference. Following the expiration of this Agreement or its termination for any reason, Consultant agrees to do nothing that may interfere with the Services already rendered.

18. NOTICES

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

If to the Consultant:
DMR Educational Consulting, Inc.
ATTN: Diana M. Ramirez, Ed. D.
3000 Old Alice Road Unit 501
Brownsville, TX 78521

If to DISTRICT:
Dr. Rene Gutierrez, Superintendent
McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501-6126

19. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS.

20. NO IMPLIED WAIVER

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

21. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

22. ASSIGNABILITY

The right and obligations of District hereunder shall inure to the benefit of and be binding upon the successors and assigns of District. The Consultant may not assign Consultant's rights or obligations under this Agreement without District's written consent. Any assignment in violation of this provision shall give District the right to terminate this Agreement immediately, upon written notice to the Consultant.

23. AMENDMENTS

Any amendment to this Agreement will be effective only if in writing and signed by District and the Consultant.

24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

25. INTERPRETATION

The defined terms used herein are for convenience only and do not limit the contents of this Agreement.

26. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person or persons or entity may require.

27. AUTHORIZATION FOR AGREEMENT

The execution and performance of this Agreement by District and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable will incur no financial obligation s of Consultant and District in accordance with its terms.

28. IMMUNITIES

Nothing in this Agreement is intended to and District does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to District as to any claim or action of any person, entity, or individual against District.

29. NON-APPROPRIATION OF FUNDS.

In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the payments for the services are due under this Agreement, then District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Consultant and any assignee of such occurrence. This Agreement shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the payment herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under this Agreement relating to, accruing or arising prior to such termination. In the event of such termination, District agrees to peaceably request that the Consultant or its assignee stop the services on the date of such termination.

30. ADDITIONAL PROVISIONS

Notwithstanding anything to the contrary contained elsewhere herein, District and Consultant hereby covenant and agree:

The compensation, if any, to be paid to Consultant by District is reasonable considering amounts charged by others in the same or similar geographic area for similar services.

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

IN WITNESS WHEREOF, District has caused its name to be hereunto subscribed by a duly authorized employee thereunto and Consultant has hereunto subscribed his or its name as applicable.

EXECUTED this _____ day of _____,2024.

DISTRICT:
McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Sofia M. Peña, President

CONSULTANT:
DMR EDUCATIONAL CONSULTING,INC.

By: _____

Printed Name: _____

Title: _____

Approved as to form:

By: _____
Johnathan Ball, Staff Attorney

By: _____
Dr. Cynthia Olivarez, Director of State & Federal Programs

ADDENDUM

Federal Terms and Conditions

FEDERAL TERMS AND CONDITIONS

EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS (EDGAR)

Contracts Under Federal Awards
Terms and Conditions

Pursuant to 2 CFR § 200.326, all contracts, including small purchases, awarded by McAllen Independent School District ("DISTRICT") and the DISTRICT'S subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, in addition to other terms and conditions herein provided, the following provisions are incorporated into the Agreement, as applicable, and Contractor agrees to comply with these provisions:

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when the DISTRICT expends federal funds, the DISTRICT reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of $10,000.00 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when the DISTRICT expends federal funds, the DISTRICT reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The DISTRICT also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the DISTRICT believes, in its sole discretion that it is in the best interest of the DISTRICT to do so. Vendor will be compensated for work performed and accepted and goods accepted by the DISTRICT as of the termination date if the contract is terminated for convenience of the DISTRICT. Any award under this procurement process is not exclusive and the DISTRICT reserves the right to purchase goods and services from other vendors when it is in the DISTRICT's best interest.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when the DISTRICT expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when the DISTRICT expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work

week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when the DISTRICT expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the DISTRICT resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

Pursuant to Federal Rule (G) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (*see* 2 C.F.R. 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by MISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by MISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

(J) Contract Cost and Price - §200.323. (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there

is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Pursuant to Federal Rule (J) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (J) above.

(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - §200.216. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471.

Pursuant to Federal Rule (K) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (K) above.

(L) Domestic Preferences for Procurements - §200.322. (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, the DISTRICT has a preference for goods, products, or materials produced in the United when spending federal funds. Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.

(M) Procurement of Recovered Materials. For all contracts greater than $10,000.00, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and any implementing regulations where applicable and provide such information and certifications as the District may require to confirm estimates and otherwise comply. The requirements of Section 6002 includes (1) procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.00; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to the Federal Rule above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c) (3) (A) (i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

(N) Small, Minority, Women's Business Enterprises, and Labor Surplus Affirmative Steps. If any subcontracts are to be let by the Contractor, Contractor will be required to shall take affirmative steps to encourage participation by and facilitate contracting with small and minority businesses, women's business enterprises and labor surplus area business firms as set out in 2 C.F.R. 200.321. The affirmative steps include the following: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are

potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

(O) Records Retention Requirements for Contracts Involving Federal Funds. When federal funds are expended by DISTRICT for any contract resulting from this procurement process, Vendor agrees to comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

(P) Equal Employment Statement. It is the policy of DISTRICT not to discriminate on the basis of race, color, national origin, sex, religion, age, (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

(Q) Certification of Access to Records – 2 C.F.R. § 200.336. Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

(R) Copyright. All contracts paid from state or federal grants administered by the Texas Education Agency ("TEA") must retain copyright for TEA and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 C.F.R. 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, public, or otherwise use the work for federal purposes, and to authorize others to do so.

(S) Certification of Compliance with the Energy Policy and Conservation Act. When DISTRICT expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

(T) Certification of Compliance with Buy America Provisions. DISTRICT has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

(U) For all professional services contracts paid with federal funds, the contract contains the following provisions:

1. All services will be completed during the effective dates of the contract.
2. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance.
3. The invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
4. The District complies with the regulations pertaining to procurement in 2 C.F.R. § 200.318 - .323.
5. The District complies with the provisions in 2 C.F.R. § 200.459 pertaining to allowable professional service costs.
6. The contract will identify the funding source(s) that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
7. The contract will identify and list only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged.
8. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source.

(V) Applicability to Subcontractors. Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions.

(W) The Vendor also represents and warrants compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as

specifically noted below:

1. Americans with Disabilities Act, P. L. 101-336, 42 U.S.C. section 12101, and the regulations effectuating its provisions contained in 28 C.F.R. Parts 35 and 36, 29 C.F.R. Part 1630, and 47 C.F.R. Parts 0 and 64.
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 C.F.R. Part 100.
3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions), and the regulations effectuating its provisions contained in 34 C.F.R. Part 106, if the Vendor is an educational institution.
4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on basis of handicapping condition), and the regulations effectuating its provisions contained in 34 C.F.R. Part 104.
5. Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 C.F.R. Part 110.
6. Family Educational Rights and Privacy Act ("FERPA") of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 C.F.R. Part 99), if the Vendor is an educational institution (20 U.S.C. 1232g).
7. Section 509 of H.R. 5233, as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress).
8. Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P. L. 107-110, Section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P. L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act, and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303[e][1]).
9. Buy America Act: DISTRICT, to the greatest extent practicable, has a preference for domestic end goods, products, or materials for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). The Vendor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding $2,500.00 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U.S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. The Vendor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1–25.2).
10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103- 382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
11. Prohibition of Text Messaging and E-mailing while Driving during Official Federal Grant Business: Personnel funded from federal grants and their subcontractors and subgrantees are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the U.S. Department of Education).
12. Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7104[g]): In accordance with 2 C.F.R. 175, this award may be terminated unilaterally, without penalty, if Contractor or an employee of Contractor violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 C.F.R. 85.630. Contractor and Contractor's employees may not (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) Procure a commercial sex act during the period of time the award is in effect; or (iii) Use forced labor in the performance of the award or subaward.
13. Fair Labor Standards Act (29 U.S.C. 207), as applicable, and their implementing regulations in 29 CFR 500-899.
14. Energy Policy and Conservation Act (42 USC 6321 et seq.; 49 CFR Part 18) and the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the EPCA.

EXHIBIT A

Vendor Services/Fees

As per your request, we have:
1. Removed the ECR Module
2. Added Test-Taking Module in the Spring
3. Divided the proposal dates into fall 2024 and spring 2025

McAllen ISD Elementary and Middle School Fall Proposal

DMR Educational Consulting, Inc.
3000 Old Alice Road, Unit 501
Brownsville, Texas 78521
Phone: (956) 792-5658
Website: dmr-edu.com

2024-25 Staff Development Proposal for: McAllen ISD-Elementary Campuses

Purpose: Module 1 Literary Elements to include Comprehension TEKS, Vocabulary TEKS, Genre TEKS, Author's Purpose and Craft, and Response Skills.

District/Campus Responsibilities:

- Districts/campuses are asked to duplicate the teaching handouts and organizers.
- Each on-site session is $5000.00 and there is a $100 fee for any participant over the cap of 40 attendees. **There is no charge for administrators.

Date	Grade Level	Session Title
September 9, 2024 September 10, 2024 September 12, 2024	Third Grade Group 1 Third Grade Group 2 Fourth Grade Group 1	Module 1 Module 1 Module 1
September 24, 2024 September 25, 2024 September 26, 2024	Fourth Grade Group 2 Fifth Grade Group 1 Fifth Grade Group 2	Module 1 Module 1 Module 1
October 2, 2024 October 3, 2024 October 22, 2024	Second Grade Group 1 Second Grade Group 2 First Grade Group 1	Module 1 Module 1 Module 1
October 23, 2024 October 24, 2024 October 29, 2024	First Grade Group 2 Kinder Group 1 Kinder Group 2	Module 1 Module 1 Module 1
November 12, 2024 November 13, 2024 November 15, 2024	Sixth Grade Seventh Grade Eighth Grade	Module 1 Module 1 Module 1
Total: 15 day(s)	x $5000.00	= $75,000.00

Submitted to: Dr. Rene Gutierrez, McAllen ISD Superintendent

On: July 22, 2024

PROPOSAL EXPIRES IN 30 DAYS

EXHIBIT B

Vendor's Certificate of Insurance

✂ Cut along solid lines

Fold along dotted lines

TEXAS LIABILITY INSURANCE CARD

Allstate.

Allstate Fire and Casualty Insurance Company

Diana Ramirez
3000 Old Alice Rd 501
Brownsville TX 78521-1720

AGENT NAME/PHONE
Rafael Larrazolo
(956) 205-1112

POLICY NUMBER
416 027 516

EFFECTIVE DATE
06/19/24

EXPIRATION DATE
12/19/24

YEAR / MAKE / MODEL
2018 BMW X6

VEHICLE ID NUMBER
5UXKU0C56J0G80767

INSURED DRIVERS **Diana, Mario**

IF YOU HAVE QUESTIONS, CALL 1-800-255-7828

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Allstate.

Please use the printed Insurance Cards below.

Texas Liability Insurance Card — Keep this card

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it. All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to $1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of $15 per day).

Tarjeta de Seguro de Responsabilidad de Texas — Guarde esta tarjeta

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehículo de motor
- licencia para conducir
- etiqueta de inspección de seguridad para su vehículo

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide. Todos los conductores en Texas deben tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de pudiera resultar en multas de hasta $1,000, suspension de su licencia para conducir y su registro de vehículo de motor, y la retención de su vehículo por un período de hasta 180 días (a un costo de $15 por día).

Please use the printed Insurance Cards below.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

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

REFERENCE:

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The minutes for each meeting of the Board of Education are traditionally brought to the Board for approval. After approval, the minutes become the official record for Board Action.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The Administration asks that the Board of Education consider approval of the attached minutes.

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: None

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

Special Board Meeting June 18, 2024 5:00 PM
Special Board Meeting June 25, 2024 5:30 PM
School Safety and Security Committee Meeting August 8, 2024 12:00 PM

Attachment: ☑

SUBMITTED BY: Natalie Goza

SUPERVISOR: Sofia Perced Pena (Aug 5, 2024 16:34 CDT)

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

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Aug 5, 2024 17:04 CDT)

Superintendent of Schools

Special Board Meeting

Thursday, July 25, 2024 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 5:28 PM.

Sofia Peña, President:	Present
Lucia Regalado, Vice-President:	Present
Erica de la Garza-Lopez, Vice-President:	Present
Debbie Aliseda, Member:	Absent
Lizzie Kittleman, Member:	Absent
Aaron Rivera, Member:	Present
Lucia Thompson, Member:	Absent

1. **CALL MEETING TO ORDER**
The meeting was called to order at 5:30 PM
2. **PUBLIC COMMENTS**
The following community members addressed the Board:
None
3. **RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, 551.074, 551.076, and 551.089 Texas Government Code, to discuss the following:**
The meeting recessed to closed session at 5:32 PM
   A) Discussion on Human Resources Recommendation(s) for School Year 2024-2025
   B) Discussion and Possible Action of Campus Administrative Recommendation(s) to include Librarians, Counselors, Assistant Principals and School Improvement Facilitators for School Year 2024-2025
4. **RECONVENE IN OPEN SESSION**
The meeting reconvened at 6:23 PM
5. **ACTION ON ITEM(S) IN CLOSED SESSION**
   A) Discussion and Possible Action on Human Resources Recommendation(s) for School Year 2024-2025
   Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
   Dr. René Gutiérrez, Superintendent

Motion to approve Human Resources Recommendations. This motion, made by Trustee Lucia Regalado and seconded by Trustee Erica de la Garza-Lopez, Passed.

Debbie Aliseda:	Absent
Erica de la Garza-Lopez:	Yea
Lizzie Kittleman:	Absent
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea
Lucia Thompson:	Absent

Yea: 4, Nay: 0, Absent: 3

B) Discussion and Possible Action of Campus Administrative Recommendation(s) to include Librarians, Counselors, Assistant Principals and School Improvement Facilitators for School Year 2024-2025
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent

Motion to approve Human Resources Recommendations. This motion, made by Trustee Lucia Regalado and seconded by Trustee Erica de la Garza-Lopez, Passed.

Debbie Aliseda:	Absent
Erica de la Garza-Lopez:	Yea
Lizzie Kittleman:	Absent
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea
Lucia Thompson:	Absent

Yea: 4, Nay: 0, Absent: 3

6. **ADJOURNMENT**

Motion to adjourn at 6:25 pm. This motion, made by Trustee Erica de la Garza-Lopez and seconded by Trustee Aaron Rivera, Passed.

Debbie Aliseda:	Absent
Erica de la Garza-Lopez:	Yea
Lizzie Kittleman:	Absent
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea
Lucia Thompson:	Absent

Yea: 4, Nay: 0, Absent: 3

Board President

Board Secretary

School Safety and Security Committee Meeting

Thursday, August 8, 2024 12:00 PM

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

Johnston, Jeff	Asst. City Manager/Emer Mgt.	City of McAllen	Not Present
Guera, Miguel	Asst. Emerg Mgt Coordinator	City of McAllen	Present
Victor Rodriguez	Chief of Police	City of McAllen Police	Present
Silva, Joey	Chief of Police	McAllen ISD Police	Present
Trevino, Ruben	Ex Director	McAllen ISD	Present
Montemayor, John	Police Captain	McAllen ISD Police	Present
Dr. Rosalba De Hoyos	Asst Superintendent	McAllen ISD	Present
Dr Rene Gutierrez	Superintendent of Schools	McAllen ISD	Present
Adel Felix	Asst Supt Business Operations	McAllen ISD	Present
Pena, Sofia	Board Vice - President	McAllen ISD	Present
Rivera, Aaron	Trustee Member	McAllen ISD	Present
Hernandez, Oziel	Teacher – Memorial High School	McAllen ISD	Not Present
Azucena C. Saenz	Hidalgo County Head Start Coord.	Hidalgo Co Head Start	Present
Michael Garza	Parent – Memorial HS	McAllen ISD	Present
Frank Garza	Parent – James Nikki Rowe HS	McAllen ISD	Not Present

1. **CALL MEETING TO ORDER**

The meeting was called to order at 12:02 p.m. -Sofia Pena

2. **PUBLIC COMMENTS**

The following community member(s) addressed the Board:

None

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

The meeting recessed to closed session at 12:02 pm

A) Summer Required Meeting (Government Code Chapter 551)

B) Discussion of Training and Exercise Annex

C) Discussion on TEA Safety Standards Update

4. **RECONVENE IN OPEN SESSION**

The meeting was reconvened at 1:05 pm

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

A) Summer Required meeting (Government Code, Chapter 551)
This item is for information purposes only.

B) Discussion and Approval of Training and Exercise Annex
Motion to approve training and exercise annex. This motion made by Trustee Aaron Rivera and seconded by Michael Garza

C) Discussion on TEA Safety Standards Update
This item is for information purposes only.

6. **ADJOURNMENT**

The meeting was adjourned at 1:09 pm

_____ _____

Board President Board Secretary

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion and Possible Action on Human Resources Recommendation(s) for School Year 2024-2025

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 2024-2025.

Attachment: ☐

SUBMITTED BY: Alberto Canales (Aug 5, 2024 15:41 CDT)

SUPERVISOR: Lorena Garcia

For further information contact:
Name: Dr. Alberto 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, 2024 16:53 CDT)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

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

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

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 5, 2024 15:41 CDT)

SUPERVISOR: Lorena Garcia

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 5, 2024 16:53 CDT)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: August 13, 2024

SUBJECT: Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2024-2025

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 5, 2024 15:41 CDT)

SUPERVISOR: Lorena Garcia

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 5, 2024 17:03 CDT)

Superintendent of Schools